



CITY COUNCIL AGENDA

March 20, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

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 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. [Prohibited Camping Code Update Project \(Guile-Hinman\) \[75 min.\]](#)
- B. [City Council Work Plan Goal 5/Strategy 5.1 \(Katko\) \[30 min.\]](#)

ADJOURN [6:55 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, March 20, 2023 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on March 7, 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.

MAYOR'S BUSINESS [7:05 PM]

4. [Upcoming Meetings](#)

COMMUNICATIONS [7:10 PM]

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:10 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.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [7:20 PM]

5. Council President Akervall
6. Councilor Linville
7. Councilor Berry
8. Councilor Dunwell

CONSENT AGENDA [7:40 PM]

9. [Resolution No. 2989](#)

[A Resolution of the City of Wilsonville Authorizing the City Manager to Enter into a Master License and Right-of-Way Use Agreement for Small Wireless Facilities in the Public Rights-of-Way with New Cingular Wireless PCS, LLC. \(Guile-Hinman\)](#)

10. [Resolution No. 3035](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute An Intergovernmental Agreement For The Lending Of Personnel Within Clackamas County When Personnel Are Unable To Get To Their Normal Reporting Location. \(Troha\)](#)

11. [Resolution No. 3051](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Water Systems Consulting, Inc. To Provide Capital Project Engineering Services Assistance To The Wilsonville Engineering Division. \(Weigel\)](#)

12. [Minutes of the February 23, 2023 and March 6, 2023 City Council Meeting. \(Veliz\)](#)

NEW BUSINESS [7:45 PM]

13. [Resolution No. 3055](#)

[A Resolution of the City of Wilsonville Authorizing the Mayor to Execute an Intergovernmental Agreement between the City of Wilsonville and the Tri-County Metropolitan Transportation District of Oregon for the Adjustment of TriMet District Boundaries and an Associated Memorandum of Understanding between the City of Wilsonville and the Tri-County Metropolitan Transportation District of Oregon Regarding Future Adjustment of TriMet District Boundaries. \(Guile-Hinman\)](#)

CONTINUING BUSINESS [7:45 PM]

PUBLIC HEARING [7:45 PM]

14. [Resolution No. 3045 \(Legislative Hearing\)](#)

[A Resolution Of The City Of Wilsonville Authorizing A Supplemental Budget Adjustment For Fiscal Year 2022-23. \(Smith\)](#)

15. [Ordinance No. 875 - 1st Reading \(Quasi-Judicial Hearing\)](#)

[An Ordinance of the City of Wilsonville Annexing Approximately 9.63 Acres of Property Located at 25540 SW Garden Acres Road for Development of a Corporate Headquarters/Fabrication Facility and Associated Site Improvements. \(Luxhoj\)](#)

16. [Ordinance No. 876 - 1st Reading \(Quasi-Judicial Hearing\)](#)

[An Ordinance of the City of Wilsonville Approving a Zone Map Amendment from the Washington County Future Development - 20 Acre \(FD-20\) Zone to the Planned Development Industrial - Regionally Significant Industrial Area \(PDI-RSIA\) Zone on Approximately 9.63 Acres Located at 25540 SW Garden Acres Road for Development of a Corporate Headquarters/Fabrication Facility and Associated Site Improvements. \(Luxhoj\)](#)

CITY MANAGER'S BUSINESS [8:05 PM]

LEGAL BUSINESS [8:10 PM]

ADJOURN [8:15 PM]

INFORMATIONAL ITEMS – No Council Action Necessary

**AN EXECUTIVE SESSION MEETING WILL
IMMEDIATELY FOLLOW THE CITY COUNCIL MEETING**

EXECUTIVE SESSION

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

ORS 192.660(2)(i) Performance Evaluations of Public Officer and Employees

ADJOURN

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: 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

Meeting Date: March 20, 2023		Subject: Prohibited Camping Code Update Project	
		Staff Members: Amanda Guile-Hinman, City Attorney; Nick McCormick, Law Clerk	
		Department: Legal	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COMMITTEE:

Review initial draft code provisions regarding prohibited camping. The draft code provisions are attached hereto as **Attachments A-E**. Council will also review some aeriels of proposed designated overnight camping areas prepared by City staff for the City Hall parking lot (**Attachment F**), the Community Center parking lot (**Attachment G**), and the Library parking lot (**Attachment H**). Council will further consider value statements, and staff has provided an example from the City of Bend in **Attachment J**.

EXECUTIVE SUMMARY:

The City is undertaking a review and update to its local code provisions regarding camping on city property and city rights-of-way such as streets and sidewalks in response to new state laws and federal court cases. This is state-mandated work that every city in Oregon is or will be in the process of doing. The goal of the City's camping code update project is to do so in a way that is humane, and complies with state and federal law, by establishing clear rules about where, when, and how camping is allowed or not allowed on City property and rights-of-way.

Based on the state laws and federal case law, community members' and stakeholders' feedback, Council's policy direction from its February 23 and March 6 meetings, and code updates conducted by other jurisdictions based on the new state mandates, staff has prepared an initial draft of Wilsonville Code updates regarding prohibited camping. The initial draft has been reviewed by the City inter-departmental team (Legal, Parks & Recreation, Public Works, Library, Police, Code Enforcement, Administration) working on this project. Staff seeks feedback from the Council on the draft code and will bring back further revisions for Council review and discussion at its April 17, 2023 work session.

This staff report will provide (1) a brief background of the federal case law and state laws that provide the basis for this project; (2) an overview of the City project; and (3) an explanation of the various draft code provisions.

I. BACKGROUND

A. Federal Cases on Camping Ban Enforcement

Two key lawsuits out of the Ninth Circuit Court of Appeals are the impetus for both the later state legislation and this City code update project. A more in-depth discussion of the nuances of these lawsuits may be found in the February 23 and March 6, 2023 staff reports.

The decisions in *Martin v. Boise* and *Johnson v. City of Grants Pass*¹ held the following: (1) that the Eighth Amendment prohibition against cruel and unusual punishment does not allow jurisdictions to penalize individuals who cannot obtain shelter for sitting, sleeping, or lying outside on public property; and (2) that such individuals similarly must be permitted to take minimal measures to keep warm and dry while sleeping.

¹ The originating trial court decision that the Ninth Circuit reviewed in its decision in *Johnson v. City of Grants Pass* came out of the US Federal District Court for the District of Oregon and the name of that trial court case is *Blake v. City of Grants Pass*.

B. New Oregon Laws Regulating Local Camping Bans

1. HB 3115 (2021)

With the guidance of the federal case law, the Oregon legislature passed HB 3115 in 2021 (codified as ORS 195.530), which set up specific requirements and limitations for city and county camping ordinances.

Among the requirements is a provision stating that any regulation of use of public property by unhoused persons must be “objectively reasonable.” Whether or not a regulation is objectively reasonable depends on an analysis of all the circumstances, including the impact of the law on the person, as well as other relevant considerations related to the specific conditions involved.

The law also provides for both an affirmative defense to any crime that is objectively unreasonable, as well as a private right of action for declaratory and injunctive relief (not money damages), which means that individuals can sue the City alleging the City Code is unreasonable on its face (no enforcement action by the City is required prior to suing the City for violating the new state law). The private right of action allows for the collection of attorney’s fees at the judge’s discretion also. The law goes into effect on July 1, 2023.

2. HB 3124 (2021)

Additionally, passed as HB 3124 (2021) and effective on June 23, 2021, ORS 195.505 added provisions requiring reasonable prior written notice to individuals of an intent to close an established campsite within 72 hours at each campsite entrance before closure. This policy does not apply if the site is housing illicit activities, in case of emergencies, or sites near a funeral service. Additionally, a citation cannot be given if within 200 feet of a notice posted less than two hours before or after such time.

The law also added provisions regarding the receipt and storage of persons’ belongings left after a valid site closure. Any unclaimed property is to be stored at a designated facility located in that community. The city must leave reasonable notice as to where and how the person may find and retrieve their belongings. A city is not required to store goods that are deemed to have no value or utility, or are unsanitary. A city will give all weapons, illicit substances, and stolen property to law enforcement. The city will store the items for 30 days after reasonable notice is given.

II. CITY PROJECT

Staff formed an inter-departmental internal team to review Wilsonville Code provisions that regulate camping, and other related provisions. This internal team has three goals: (1) to ensure that the City is compliant with HB 3115 prior to its operative date of July 1, 2023; (2) to verify, through work sessions with Councilors and feedback from the community and stakeholders, that any regulations in the Wilsonville Code reflect City values; and (3) to communicate with and educate the Council and the community about these changes in Oregon law and any corresponding revisions to the Wilsonville Code.

A. What Can and Can't We Do?

In the staff reports for the February 23 and March 6, 2023 work sessions, they detailed the actions that Council can and cannot take regarding camping. For reference, those actions are listed below, and more information can be found in the prior staff reports.

1. We cannot ban camping on public property outright.
2. We are only covering regulations on City-owned property and rights-of-way.
3. We can regulate the timing when camping may occur.
4. We can regulate where camping occurs on City-owned property.
5. We can regulate how camping occurs.
6. We cannot have regulations that are objectively unreasonable.

III. DRAFT CODE DISCUSSION

City staff created draft code provisions and revisions based on: (1) a review of current code provisions that may need to be updated or deleted; (2) federal case law and state law compliance; and (3) input from the community outreach and Council feedback.

A. Consolidation of Regulations

Code provisions governing camping span across several different parts of the City Code, including parks & playgrounds regulations (WC 3.000), parking and storage regulations (WC 5.200-5.210), campsite removal regulations (WC 6.400), and general camping prohibitions (WC 10.425).

Outside of parks regulations, staff recommends consolidating all permitted and prohibited camping regulations in one location for ease of use, both by individuals seeking to comply with the regulations and by law enforcement and staff seeking to enforce the regulations. Thus, the substantive code provisions governing camping are proposed to be in a new section, WC 10.700 through 10.780 (attached hereto as **Attachment A**). The more detailed discussion of proposed WC 10.700 through 10.780 is in item 4 below.

1. Parks Regulations Remaining in WC 3.000

The community outreach and Council input strongly supported continuing to close City parks at night and to not allow camping in City parks. City parks currently close from 10 pm to 6 am. Since camping would continue to not be allowed in City parks, staff recommends that the prohibition against camping in parks remain in the parks regulations and that the parks regulations expressly state the hours the parks are open. **Attachment B** consists of the recommended revisions to WC 3.000. The revisions in the draft WC 3.000 focus on creating a distinction between camping in parks (not allowed) and resting in parks (allowed during open hours). Because the City cannot prohibit some individuals from resting while allowing others (e.g., a child who takes a nap during a sibling's sports event), staff recommend focusing the regulations on where resting cannot occur, namely, on a play structure/playground, water feature, trail, pathway, restroom, or sports field.

2. Separating Standard Parking Regulations from Camping Regulations

Since camping on public property includes sleeping in vehicles, code regulations governing parking and storage on City streets are relevant to the camping code update. Rather than discuss vehicle camping in a completely separate section from other forms of camping, staff recommend pulling out any regulations governing camping on City streets from those governing parking on City streets. **Attachment C** consists of the recommended revisions to WC 5.200 – 5.210.

As noted in Attachment B, staff recommends deleting WC 5.210(12) because it specifically focuses on camping on City streets. The other recommended revisions in WC 5.200 and WC 5.210(2) are to create the distinction between parking a vehicle and camping in a vehicle.

3. Deleting Current, Outdated Camping Regulations

Currently, the General Offenses section of the Wilsonville Code, in subsection 10.425, contains the outright prohibition against camping on public property and on City streets, which is not compliant with state law, and WC 6.400 provides the outdated regulations for providing notice prior to clearing out a campsite. Since the City must develop more nuanced time, place, and manner regulations in light of the federal case law and state statutes and must update the regulations regarding notice and removal of campsites, staff recommend deleting WC 10.425 and WC 6.400 and creating a new section in Chapter 10 to govern camping on public property and City streets. **Attachment D** shows the deletion of WC 10.425 and **Attachment E** shows the deletion of WC 6.400.

4. Creating New Section in WC Chapter 10 for Camping Regulations

As discussed above, staff recommends consolidating essentially all camping regulations (outside of the outright ban in the parks regulations) into a new section within WC Chapter 10, under WC 10.700 through 10.780 (see **Attachment A**). The time, place, and manner regulations in proposed WC 10.700 through 10.780 are found in 10.720 through 10.740.

i. Time Regulations

Council indicated its preference for a specific time period to allow camping, as opposed to a certain number of hours allowed (e.g. 24 hours). Council asked for additional information regarding staff/law enforcement availability because Council wanted to ensure that any regulations imposed are able to be enforced. After outreach to the relevant departments, staff will recommend a time period of 9 pm to 7 am to allow camping on designated City property and City streets. The draft WC 10.720 in **Attachment A** reflects this time frame.

For staff who park in the City Hall parking lot, the earliest shift times begin at 6:30 am for Parks staff and 7 am for Public Works staff. Some Public Works staff members commence work at 5 am, but park in the Public Works parking lot. Ending the camping time period at 7 am was also vetted with the Wilsonville Police Chief, who confirmed that the time frame was workable with the relevant police shifts.

ii. Place Regulations

Place regulations are discussed in proposed WC 10.730 in **Attachment A**. While the feasibility of specific City properties are a point of discussion in this staff report, the direction from Council was to primarily focus on allowing camping in a portion of the City Hall parking lot and adjacent City property to the north of City Hall (subject to the time and manner regulations). Council then discussed designating other City properties where camping would be allowed only if number of individuals who are involuntarily homeless exceed the space provided in the City Hall parking lot and adjacent property. Assuming feasible, the next location would be the Community Center parking lot, and the third location would be the Library parking lot. Illustrations of these locations are provided in **Attachments F-H** and are discussed more fully below in Section IV.

Staff also included **Attachment I**, which is the Wilsonville Heritage Tree Map, since Council indicated a preference to restrict areas where an identified Wilsonville Heritage Tree exists. Staff recommends further restricting the tax lot at the northwest corner of SW Kinsman Road and SW Barber Street where a grove of white oak trees exist, but is currently not a designated Wilsonville heritage tree grove.

Since vehicle camping is the most common occurrence of camping in Wilsonville, staff also drafted place regulations as to where vehicle camping on the public rights-of-way is restricted – such restricted areas include streets in areas with residential zoning; within 20 feet of a property that contains a residence, regardless of zoning; the Significant Resource Overlay Zone; and stormwater treatment facilities, among other restrictions.

iii. Manner Regulations

The proposed manner regulations found in WC 10.740 in **Attachment A** manage how an individual may camp. These regulations focus on ensuring that overnight camps do not obstruct or interfere with City infrastructure or general traffic; are somewhat spaced out and relatively small to avoid the formation of large campsites; do not accumulate garbage or produce unsanitary conditions; and do not utilize, dump, or connect to City systems.

The manner regulations also contain specific regulations regarding vehicle camping to ensure that vehicles are legal and camping materials are self-contained within the vehicle.

iv. Notice of Campsite Removal

HB 3124 (2021) established new requirements on jurisdictions if and when they seek to remove a campsite. WC 6.400 is not compliant with the new regulations, and so proposed WC 10.750 in **Attachment A** is nearly identical to the requirements of HB 3124.

IV. AERIAL MAPS

Attached as **Attachments F, G, and H** are aerial maps of the City Hall parking lot and adjacent property to the north of City Hall (**Attachment F**), the Community Center parking lot (**Attachment G**), and the Library parking lot (**Attachment H**). The aerials designate potential areas where vehicle camping and non-vehicle camping could occur. For each aerial map, staff assumed a radius of 100 feet for vehicle camping and 100 and 200 feet for non-vehicle camping. The aerial maps also note where sanitation services (garbage receptacles and port-a-potties) are proposed to be placed, which should be as distant from stormwater inlets as feasible.

V. VALUE STATEMENTS

Attached as **Attachment J** are the purpose statements from the Bend prohibited camping code update as an example of statements that may be helpful to Council as it develops its own value statements regarding homelessness. Staff highlighted particular statements related to homelessness response (as opposed to camping) that seem similar to feedback Council has provided over the last two work sessions.

Staff also reviewed the work sessions on the February 23, 2023 and March 6, 2023 Council discussions on this project and prepared a word cloud (**Attachment K**) to note words conveyed that may help guide Council's value statements.

EXPECTED RESULTS:

Council consideration for adopting code revisions planned for May 2023.

TIMELINE:

Approximate timeline of expected upcoming events:

1. March 20, 2023 – Fourth Council Work Session to review draft Code revisions
2. April 17, 2023 – Fifth Council Work Session for any last revisions
3. May 1, 2023 – First Reading of Ordinance
4. May 15, 2023 – Second Reading of Ordinance
5. July 1, 2023 – New regulations become effective

CURRENT YEAR BUDGET IMPACTS:

None immediately, but there could be potential costs depending on the chosen system for managing prohibitions on camping. Cities are not required to provide facilities for those who are experiencing homelessness, but may be required to create additional procedures for regulating camping.

COMMUNITY INVOLVEMENT PROCESS:

Public involvement is a focal point of the city camping code revision process to ensure a diverse group of community members and stakeholders can provide their priorities, interests, and concerns related to the potential code revisions. The City provided a community survey through Let's Talk, Wilsonville! and staff have met and are meeting with stakeholders, including City advisory boards, private service providers, business and community groups, Clackamas County, the School District, TVF&R, and other government agencies. Staff also presented the draft code provisions to the Diversity, Equity and Inclusion Committee at its March 14, 2023 meeting.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

There are several potential impacts on the residential, commercial, and related communities depending on the adopted code revisions. The project team will work with local residents and stakeholders to address concerns and provide equitable solutions that benefits both the community and other impacted individuals.

ATTACHMENTS:

1. Attachment A – Draft WC 10.700-10.780
2. Attachment B – Draft WC 3.000
3. Attachment C – Draft WC 5.200-5.210
4. Attachment D – Draft WC 10.425
5. Attachment E – Draft WC 6.400
6. Attachment F – Aerial for City Hall parking lot
7. Attachment G – Aerial for Community Center parking lot
8. Attachment H – Aerial for Library parking lot
9. Attachment I – Wilsonville Heritage Tree Map
10. Attachment J – City of Bend purpose statements
11. Attachment K – Word Cloud

ATTACHMENT A

CAMPING ON CITY PROPERTY AND RIGHTS-OF-WAY

10.700	Purpose
10.710	Definitions
10.720	Time Regulations
10.730	Place Regulations
10.740	Manner Regulations
10.750	Notice and Removal
10.760	Enforcement
10.770	Exceptions
10.780	Severability

10.700 Purpose.

The purpose of WC 10.700 through 10.780 is to regulate the time, place, and manner in which individuals may camp on City of Wilsonville property and rights-of-way. Furthermore, the purpose of WC 10.700 through 10.780 is to comply with Oregon House Bill 3115 (2021) and House Bill 3124 (2021), as well as current federal court decisions *Martin v. Boise*, 920 F.3d 584 (9th Cir., 2019) and *Johnson v. City of Grants Pass*, 50 F.4th 787 (9th Cir., 2022).

10.710 Definitions.

- (1) *To camp or camping* means to set up, or remain in or at, a campsite for the purpose of establishing or maintaining a temporary place to live.
- (2) *Camp materials* means tents, huts, awnings, lean-tos, chairs, tarps or tarpaulins, cots, beds, sleeping bags, blankets, mattresses, sleeping or bedding materials, food or food storage items, and/or similar items that are or appear to be used as living and/or sleeping accommodations, or to assist with living and/or sleeping activities.
- (3) *Campsite* means any place where any camp materials, bedding, sleeping bag, or other sleeping matter, or any stove or fire is placed, established, or maintained, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure or any vehicle or part thereof.
- (4) *City or Wilsonville* means the City of Wilsonville, Oregon.
- (5) *City Manager* means the City of Wilsonville City Manager or designee.
- (6) *City-owned property* means public real property, land, and premises owned by the City of Wilsonville.
- (7) *City right-of-way* means the space in, upon, along, across, over or under the City-owned streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, and places used or intended to be used by the general public for travel as the same now or may hereafter exist, that the City has the right to allow the public to use.

Commented [GA1]: Current Wilsonville definition. Consistent with Portland, Salem, Beaverton, Pendleton. Similar to Medford, Tualatin, and Tigard

Commented [GA2]: Bend definition

Commented [GA3]: Current Wilsonville definition. Consistent with Portland, Tigard, and Beaverton. Similar to Tualatin.

Commented [GA4]: Definition from WC 3.310.

(8) *Individuals who are involuntarily homeless* means the circumstance when there is no available emergency or transitional housing for an individual experiencing homelessness and/or no transportation for such individual to available emergency or transitional housing within the county where the person is located.

(9) *Personal property* means any item that is reasonably recognizable as belonging to a person and has apparent value or utility.

Commented [GA5]: Partial definition from WC 6.400(1)(d). Regulatory part about discarding unsanitary/no utility personal property in later section.

(10) *Rest* means to pause from exertion by stopping, sitting, lying, or sleeping.

Definition consistent with ORS 195.505 definition

(11) *SROZ* means the City's Significant Resource Overlay Zone.

Commented [GA6]: Pendleton definition.

(12) *Store* means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

Commented [GA7]: Seaside definition

(13) *Vehicle* means every device in, upon, or by which any person or property is, or may be, transported or drawn upon any street or highway, and includes any hulk or component thereof, including, but not limited to campers, recreational vehicles, motor homes, pickup trucks, pickup truck canopies, and trailers, except devices:

Commented [GA8]: From WC 5.035

(a) Designed to be moved exclusively by human power; or

(b) Designed to be used exclusively upon stationary rails or tracks.

10.720 Time Regulations.

(1) Except as authorized pursuant to WC 10.770, it is unlawful for any persons to camp on or establish a campsite on any City-owned property or City right-of-way during the hours of 9:00 pm to 7:00 am.

Commented [GA9]: Consistent with WC 5.210 and consistent with general shift start times for various City departments.

(2) Except as authorized pursuant to WC 10.770, it is unlawful for any persons to store any personal property on any City-owned property or City right-of-way during the hours of 9:00 pm to 7:00 am.

Commented [GA10]: Consistent with subsection (1)

10.730 Place Regulations.

(1) Except as authorized pursuant to WC 10.770, at all times it is unlawful for any persons to camp or to establish, maintain, or occupy a campsite on the following City-owned property:

(a) All City parks and City parking lots within City parks.

(b) All City parking lots or other City property not listed in subsections (2) through (4) below.

- (c) All City rights-of-way or City-owned property located within or adjacent to the following zones:
- (i) Residential
 - (ii) Planned Development Residential
 - (iii) Village
 - (iv) Residential Neighborhood
 - (v) Old Town Residential
 - (vi) Future Development Agricultural Holding Residential
- (d) Within 20 feet of a property line of a property containing a residential structure regardless of zoning.
- (e) All City sidewalks, except as otherwise authorized under subsection (5) below.
- (f) All City property located in the SROZ.
- (g) All City property located within 20 feet of a tree designated as a heritage tree in the City's Heritage Tree program.
- (h) The City property at the northeast corner of SW Barber Street and SW Kinsman Road (taxlot number 31W14B 00700).
- (i) Stormwater treatment facilities, including, but not limited to swales, detention ponds, and drainage ways.
- (j) On areas underneath City-owned rights-of-way or bridges that are not open to the public.
- (k) On railroad tracks or within 15 feet of railroad tracks.
- (l) Within any vehicle lane, bicycle lane, or roundabout within any City right-of-way, except as otherwise permitted under WC 10.740(12) where on-street parking is allowed.
- (m) On any City property or City right-of-way that the City has closed to the public due to construction, heavy vehicle or machinery use, or other City or City-sanctioned work that is incompatible with camping in the City right-of-way. The City does not need to close City right-of-way to vehicle traffic to close the City right-of-way to camping under this subsection.
- (2) Persons may occupy a campsite within the time regulations provided in WC 10.720 and pursuant to the regulations in WC 10.740 in the following location:

Commented [GA11]: Medford (modified)

Commented [GA12]: Based on Council feedback 3/6/23

Commented [GA13]: Where grove of oak tree grove is located.

Commented [GA14]: PW working on description.

Commented [GA15]: Bend

- (a) The area of the Wilsonville City Hall parking lot and the City real property located to the north of Wilsonville City Hall identified in Illustration 10.1.

Illustration 10.1.

[insert aerial map]

- (b) The City-owned rights-of-way not otherwise prohibited in subsection (1).

- (3) In the event that the City Manager determines that the areas provided in subsection (2) above are not sufficient for the number of individuals who are involuntarily homeless, the City Manager may make available the following area of the Community Center parking lot identified in Illustration 10.2 for individuals occupy a campsite within the time regulations provided in WC 10.720 and pursuant to the regulations in WC 10.740.

Commented [GA16]: Based on Council feedback 3/6/23

Illustration 10.2.

[insert aerial map]

- (4) In the event that the City Manager determines that the areas provided in subsection (2) and subsection (3) above are not sufficient for the number of individuals who are involuntarily homeless, the City Manager may make available the following area of the Library parking lot identified in Illustration 10.3 for individuals occupy a campsite within the time regulations provided in WC 10.720 and pursuant to the regulations in WC 10.740.

Commented [GA17]: Based on Council feedback 3/6/23

Illustration 10.3.

[insert aerial map]

- (5) In the event that the City Manager determines that the areas provided in subsections (2), (3), and (4) above are not sufficient for the number of individuals who are involuntarily homeless and engaging in non-vehicle camping, the City Manager may make available sidewalks for non-vehicle camping; provided, however, that the person is not permitted to obstruct pedestrian traffic along the sidewalk or into private property and businesses adjacent to the sidewalk; may not utilize any sidewalk located in any area identified in (1)(c), (d), (e), (g), or (k) above; and must comply with the time regulations provided in WC 10.720 and the manner regulations in WC 10.740. For purposes of this provision, an individual obstructs pedestrian traffic if the campsite reduces the sidewalk clearance to no longer meet the Americans Disabilities Act Public Rights-of-Way Accessibility Guidelines.

Commented [GA18]: Added due to Council's preference to prohibit camping on sidewalks. Only authorize if not enough space elsewhere.

10.740 Manner Regulations.

Camping, when and where allowed (*see* WC 10.720 and 10.730), is subject to all of the following:

Commented [GA19]: Generally taken from Bend, with modifications

- (1) Individuals, camp materials, camps, or personal property may not obstruct sidewalk accessibility or passage, clear vision, fire hydrants, City or other public utility infrastructure, or otherwise interfere with the use of the right-of-way for vehicular, pedestrian, bicycle, or other passage.
- (2) For campsites other than those contained within a vehicle, the campsite must be limited within a spatial footprint of 10 feet by 10 feet, or 100 square feet. For campsites including a vehicle, the campsite and camp materials must be self-contained within the vehicle. The intent of this section is to allow a person to sleep protected from the elements and maintain the essentials for living, while still allowing others to use public spaces as designed and intended.
- (3) For campsites within the City rights-of-way, each campsite must be at least 100 feet apart from any other campsite. For campsites located on City property, the campsite locations must comply with the spacing identified in Illustration 10.1 above, and also Illustrations 10.2 and 10.3 if those parking lots become available for camping overnight.
- (4) Except as otherwise allowed herein, open flames, recreational fires, burning of garbage, bonfires, or other fires, flames, or heating are prohibited. Portable cooking stoves fueled by commercially available fuel are permitted so long as they are utilized in accordance with manufacturer instructions and do not violate any manufacturer warnings.
- (5) Individuals may not accumulate, discard, or leave behind garbage, debris, unsanitary or hazardous materials, human or animal waste, or other items of no apparent utility in public rights-of-way, on City property, or on any adjacent public or private property.
- (6) Dumping of gray water (i.e., wastewater from baths, sinks, and the like) or black water (i.e., sewage) into any facilities or places not intended for gray water or black water disposal is prohibited. This includes but is not limited to storm drains, which are not intended for disposal of gray water or black water.
- (7) Unauthorized connections or taps to electrical or other utilities, or violations of building, fire, or other relevant codes or standards, are prohibited.
- (8) Obstruction or attachment of camp materials or personal property to fire hydrants, utility poles or other utility or public infrastructure, fences, trees, vegetation, vehicles, buildings, or structures is prohibited.
- (9) Storage of personal property such as vehicle tires, bicycles or associated components (except as needed for an individual's personal use), gasoline, generators, lumber, household furniture, extra propane tanks, combustible material, or other items or materials is prohibited, other than what is related to camping, sleeping, or keeping warm and dry.
- (10) Digging, excavation, terracing of soil, alteration of ground or infrastructure, or damage to vegetation or trees is prohibited.

Commented [GA20]: Further refine based on future Council feedback

(11) All animals must be leashed, crated, or otherwise physically contained at all times.

(12) **Vehicle Camping.** Individuals may use vehicles for shelter and/or sleeping in areas identified in WC 10.730(2) under the following circumstances and subject to the conditions and restrictions provided in subsections (1) through (11) above:

Commented [GA21]: Generally pulled from Bend

(a) The vehicle is legally parked in compliance with the Wilsonville Code.

(b) Storage of material outside vehicles is prohibited, other than what is incidental to activities such as short-term (maximum 30 minutes) loading or unloading a vehicle.

Commented [GA22]: Consistent with loading/unloading time specified in WC 5.215

(c) Vehicles must be operational, i.e., capable of being started and driven under their own power, or ready to be towed if designed to be towed and may not be discarded or left inoperable in public rights-of-way or on City property.

(d) Vehicles must be registered and insured, as required by the Oregon Vehicle Code.

Commented [GA23]: Added this.

(e) No building or erecting of any structures connecting or attaching to vehicles is permitted, including tents that are not designed and manufactured to be attached to a vehicle.

(f) Connections from vehicles to public or private stormwater, sewer, water, and electrical systems or to vehicles from public or private stormwater, sewer, water, and electrical systems are prohibited unless:

Commented [GA24]: Added

(i) The property owner provides written authorization to connect;

(ii) Any and all applicable federal, state, and local laws, regulations, and permits allow such connection; and

(iii) Any and all applicable federal, state, and local approvals required for such connection have been obtained.

10.750 **Notice and Removal.**

Commented [GA25]: Provisions taken from Medford code.

(1) Except as provided in subsection (4) below, at least 72 hours before removing individuals from an established campsite, law enforcement officials must post a written notice in English and Spanish at all entrances to the campsite to the extent that entrances can reasonably be identified.

Verified and modified to ensure consistency with ORS 195.505

(a) When a 72-hour notice is posted, law enforcement officials must inform local agencies that deliver social services to unhoused individuals as to where the notice has been posted.

- (b) The local agencies may arrange for outreach workers to visit the campsite that is subject to the notice to assess the need for social service assistance in arranging shelter and other assistance.

(2) Personal Property Collection and Storage.

- (a) All personal property at the campsite that remains unclaimed after removal will be given to law enforcement official(s), a local agency that delivers social services to unhoused individuals, an outreach worker, a local agency official, or a person authorized to issue a citation described in WC 10.760, whether notice under subsection (1) is required or not.
 - (b) The unclaimed personal property must be stored in a facility located in the City of Wilsonville.
 - (c) The unclaimed personal property will be stored in an orderly fashion, keeping items that belong to an individual together, to the extent that ownership can reasonably be determined.
 - (d) The personal property must be stored for a minimum of 30 days during which it must be reasonably available to any individual claiming ownership. Any personal property that remains unclaimed after 30 days may be disposed of or donated to an Internal Revenue Code Section 501(c)(3) non-profit corporation.
 - (e) Items that have no apparent value or utility or are in an unsanitary condition may be immediately discarded upon removal of the individuals from the campsite.
 - (f) Weapons, controlled substances other than prescription medication, and items that appear to be either stolen or evidence of a crime will be given to or retained by law enforcement officials.
- (3) The written notice required in subsection (1) must state, at a minimum:
- (a) Where unclaimed personal property will be stored;
 - (b) A phone number that individuals may call to find out where the personal property will be stored; or
 - (c) If a permanent storage location has not yet been determined, the address and phone number of an agency that will have the information when available.
- (4) The 72-hour notice requirement under subsection (1) does not apply:
- (a) When there are grounds for law enforcement officials to believe that illegal activities other than camping are occurring at a campsite; or

- (b) In the event of an emergency at a campsite, including, but not limited to, possible site contamination by hazardous materials, a public health emergency, substantial and immediate risk or harm to public infrastructure, or other immediate danger to human life or safety.

Commented [GA26]: Added

10.760 Enforcement.

Commented [GA27]: Medford

- (1) Violation of any regulations stated in WC 10.720, 10.730, or 10.740 constitutes a violation of the Wilsonville Code and is subject to fine(s) as contemplated in WC Chapter 1. Every day in which such violations occur constitutes a separate violation.
- (2) A person authorized to issue a citation for unlawful camping may not issue the citation if the citation would be issued within 200 feet of a notice required under WC 10.750 and within two hours before or after the notice was posted.
- (3) The City may adopt administrative rules via resolution to support and guide the implementation of and compliance with WC 10.700 through 10.780.

Commented [GA28]: Requirement under ORS 195.505(10)

Commented [GA29]: Based on Council feedback – 3/6/23

10.770 Exceptions.

Commented [GA30]: Medford (modified)

- (1) Emergencies. In the event of emergency circumstances, the City Manager may authorize camping or storage of personal property on City-owned property and City rights-of-way by written order that specifies the period of time and location.
- (2) Other Temporary Circumstances. The City Manager may temporarily authorize camping or storage of personal property on City-owned property and City rights-of-way by written order that specifies the period of time and location upon finding it to be in the public interest and consistent with Council goals and policies.

10.780 Severability.

If any section, paragraph, subdivision, clause, sentence, or provision of this title shall be adjudged by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair, invalidate, or nullify the validity of the remaining portions of the title.

PARKS AND PLAYGROUNDS

3.000. Rules and Regulations.

- (1) The following rules and regulations are hereby adopted for the regulation and use of municipal parks in and for the City, and shall be observed at all times by all persons using any City park or park facilities. A summary of these rules are authorized to be posted at Parks and park facilities as determined by the City Manager or designee.
- (2) No fires and camp stoves so shall be allowed except in the following designated areas:
 - (a) Park camp stoves or fireplaces provided for such purposes.
 - (b) Portions of beaches designated as permitting fires, if any.
 - (c) Portable stoves in established campsites, picnic areas, and designated beaches where fires are permitted.
 - (d) No fire shall be left unattended and every fire shall be extinguished before user leaves the park area.
- (3) No person shall in any park area except under agreement or special regulations of the Council:
 - (a) Hunt, pursue, trap, kill, injure, molest, or disturb the habitat of any bird or animal.
 - (b) Discharge any firearm, pellet gun, bow and arrow, slingshot, or other weapon capable of injuring any person, bird or animal; or
 - (c) Possess any loaded firearm.
- (4) Flowers, shrubs, foliage, trees or plant life or products of any type shall not be picked, cut, mutilated or removed, from any park area without written permission from the Council.
- (5) No person shall mutilate, deface, damage or remove any table, bench, building, sign, marker, monument, fence, barrier, fountain, faucet, traffic recorder, or other structure or facility of any kind in a parked area.
- (6) No person shall, except under special regulations of the Council, dig up, deface, or remove any dirt, stones, rock, or other substance whatever, make any excavation, quarry any stone, or lay or set off any blast or roll any barrier stones or move any barriers, or cause or assist in doing any of the said things within a parked area.
- (7) No person shall, except in a designated area, erect signs, markers, or inscriptions of any type within a park without permission from the Council.
- (8) No person in a park may without written permission of the Council:
 - (a) Operate a concession, either fixed or mobile;
 - (b) Solicit, sell or offer for sale, peddle, hock, or vend any goods, wares, merchandise, food, liquids, or services;
 - (c) Advertise any goods or services by any means whatsoever; or
 - (d) Distribute any circulars, notices, leaflets, pamphlets, or written or printed information of any kind.
- (9) Motor vehicles shall be operated only on roads and in parking area constructed or designated for motor vehicle use. No motor vehicle shall be operated on any trail or in any part of a park area not constructed or designated for motor vehicle use, or on any road or trail posted as closed to the public, or on any road or trail

where signs have been placed or erected by authority of the Council prohibiting the driving of motor vehicles. Automobiles, trailers, or other vehicles shall be parked only in designated areas.

- (10) No animal of any kind shall be brought into or kept in a park area unless confined, or in a vehicle. Except that dogs must be kept on a leash at all times in all City parks and playgrounds. The leash shall be no more than eight feet in length, except that a retractable reel leash may extend up to 15 feet in length. The authority of the City park employee includes the authority to undertake any lawful measures (including removal of the animal from the park area) deemed by the park employee necessary to prevent the interference by the animal with the safety, comfort and well-being of the park users, or the appearance or sanitary condition of the park area. No animals other than seeing-eye dogs shall be allowed in any building."
- (11) No bottles, cans, ashes, waste, paper, garbage, sewage, or other rubbish or refuse shall be left in a park area, except in the receptacles designated for that purpose.
- (12) No person shall set up or use a public address system in a park without the written permission of the Council.
- (13) No person shall ride, drive, lead, or keep a saddle horse or riding animal in any park area, except on such roads, trails, or areas designated for that purpose. No horse or other animal shall be hitched to any tree or shrub in such a manner that may cause damage to such tree or shrub.
- (14) No person shall wash any clothing or other materials or clean any fish in a pond, stream or river in a park area.
- (15) No person shall use abusive, threatening, boisterous, vile, obscene or indecent language or gestures in a park area which interferes with another's peaceful enjoyment of the park and its facilities. Public demonstrations, public disturbances, or riotous behavior or indecent exposure will not be allowed in any City park area.
- (16) No ~~overnight~~ camping, as defined in WC 10.710, will be permitted unless authorized ~~in writing by the Council~~pursuant to WC 10.770.
 - (a) Individuals may rest, as defined in WC 10.710, during open park hours so long as the individual is not in, on, across, over, or under a play structure or playground area, water feature, trail, pathway, restroom, or sports field, is not violating any of the prohibitions described in WC 10.700 through 10.780, and is not violating any other subsection of this Section 3.000 through 3.030.
- (17) No person shall operate any motor vehicle within a park area at a speed in excess of posted limits.
- (18) No person shall operate or use any noise producing machine, vehicle, device, or instrument in such a manner that is disturbing to other park area visitors or neighboring houses.
- (19) Except for authorized overnight camping in accordance with the City rules and regulations, no person, other than law enforcement officers or authorized City personnel, shall enter or remain in any park area except during ~~posted hours as established by the Council~~the hours of 6:00 am to 10:00 pm.
- (20) A fenced and signed area on the east side of Memorial Park is hereby designated as dog off leash area in which dogs may be allowed to run off leash provided:
 - (a) The dog is properly licensed and has received required vaccinations (rabies);
 - (b) The dog's owner, or owner's designee:
 1. Removes any and all feces excreted by the dog;
 2. Keeps the dog within the designated area during all times it is off leash;
 3. Secures the dog by adequate leash when entering or leaving the designated area;
 4. Does not take a female dog in estrus into a designated area when other dogs are present, or, if already within a designated area, removes such female dog in estrus when other dogs enter the area; and

5. Is present in the designated area and has voice control of his or her dog.
- (c) No dog shall be permitted to fight, bite, or bark excessively while in a designated dog off leash area, and the owner of a dog fighting, biting, or barking excessively may be cited therefore and/or required to remove his or her dog from the area.
- (21) A dog owner or owner's designee is required to remove and properly dispose of any and all feces excreted by said dog or dogs in all City parks.
- (22) Smoking or the use of tobacco products is prohibited on all City park property, park facilities and buildings. "Tobacco products" includes any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco, chewing tobacco, or any other form of tobacco which may be used for smoking, chewing, inhalation, or other means of ingestion.
- (Ord. No. 425, 4-4-1994; Ord. No. 712, 1-7-2013)

3.010. Facility Reservation.

- (1) In order to provide for the convenience of advance reservation of park facilities the following procedures are hereby adopted:
- (a) Formal application must be made at City Hall to reserve any public park and recreation facility for the exclusive use of any particular group.
- (b) All applications must be made at least two weeks in advance of the date of facility use and shall include the name of the organization/group, the facility requested, date and time and requested, name, address and phone number of person in charge, type of activity and any special requests.
- (c) Reservation fee shall be paid in advance to assure reservation.
- (d) The person in charge must sign the application.
- (e) All applicant for park reservations shall be aware of the fact that reservations for park facilities are on a first-come, first-serve basis.

3.020. Use and Consumption of Alcoholic Beverages.

- (1) Alcohol may not be consumed or used in Wilsonville City parks under the following conditions:
- (a) Alcoholic beverages or their consumption shall be limited to wines or beer only.
- (b) In those areas designated by the City for which a reservation has been permitted and the applicant indicated on the application form that alcoholic beverages would be served. This does not in any way eliminate the reservation applicant from those rules and regulations administered under the Oregon Liquor Control Commission (OLCC).

(Ord. No. 425, 4-4-1994)

3.022. Water Safety Regulations.

- (1) No person shall swim, dive, or fish ,on or from the Memorial Park dock.
- (2) The ordinance will sunset on the date of the conclusion of the described grant agreement.

(Ord. No. 752, 12-1-2014)

3.030. Enforcement and Penalty.

- (1) In addition to City Police, all City park employees or Council persons in charge of City parks or any park area are authorized and directed to enforce by all lawful means full compliance by the public with the foregoing rules and regulations.
- (2) Any person violating any park rule or regulation as delineated by Sections 3.000 and 3.020 of this Code, except those involving theft or damage over \$50.00, shall be punished upon a first conviction for a violation pursuant to Section 1.012, and upon a subsequent conviction for a Class C misdemeanor pursuant to Wilsonville Code, Section 1.012. Provided, however, a violation of a park rule which involves theft or damage to property [greater] than \$50.00 shall be treated as a crime under state criminal laws. Provided further a conviction for violation of Section 3.000(31) shall only be punished as a violation pursuant to Section 1.012.

(Ord. No. 253, 2-21-1984; Ord. No. 425, 4-4-1994; Ord. No. 712, 1-7-2013)

ATTACHMENT C

Chapter 5 - VEHICLES AND TRAFFIC
PARKING AND STORAGE REGULATIONS ENFORCEABLE BY CITATION AND FINE

PARKING AND STORAGE REGULATIONS ENFORCEABLE BY CITATION AND FINE**5.200. Storage of Motor Vehicles and Other Property on the Street.**

Except as further limited by WC 10.700 through 10.780, No person shall store or permit to be stored on a street or other public property, without permission of the Council, a motor vehicle, boat, trailer, camper, mobile home, travel trailer, or other personal property, including portable storage containers, for a period in excess of 72 hours, without moving at least three vehicle lengths away.

5.205. Method of Parking.

- (1) No vehicle shall be parked upon any street in a manner other than parallel to the roadway and facing in the direction of travel of the nearest travel lane unless specifically designated by signs or markings which are authorized by the City Manager or designee.
- (2) Where parking space markings are placed on a street, no person shall stand or park a vehicle other than in the indicated direction or the direction of travel if no direction is indicated, and, unless the size or shape of the vehicle makes compliance impossible, within a single marked space.
- (3) The operator who first begins maneuvering a motor vehicle into a vacant parking space on a street shall have priority to park in that space, and no other vehicle operator shall attempt to interfere.
- (4) Whenever the operator of a vehicle discovers the vehicle is parked close to a building to which the fire department has been summoned, the operator shall immediately remove the vehicle from the area, unless otherwise directed by police or fire officers.

5.210. Prohibited Parking or Standing.

In addition to the state motor vehicle laws, the following regulations regarding parking or standing of the below-described vehicles apply:

- (1) A vehicle in an alley other than for the expeditious loading or unloading of persons or materials, and in no case for a period in excess of 30 consecutive minutes.
- (2) Except as further limited by WC 10.700 through 10.780, No motor truck with a gross vehicle weight of more than 8,000 pounds, truck trailer, motor bus, recreational vehicle, or utility trailer shall be parked on a street between the hours of 9:00 p.m. and 7:00 a.m. of the following day in front of or adjacent to a residence, motel, apartment, hotel or other sleeping accommodation, except
 - (a) as may otherwise be specifically adopted by action of the City Council, or
 - (b) to accommodate only the loading/unloading of property belonging to the occupants of or performing a service on the adjacent residence and in such case, no sleeping is allowed at any time and the maximum period allowed to accomplish performance of the service or such loading, unloading, or a combination of both, shall not exceed 48 hours, thereafter subject to ticketing and/or towing in accordance with Code requirements for any time beyond this maximum service, loading/unloading period.
- (3) No trailer as defined in ORS 801.560 shall be parked upon any City street unless it is attached to a motor vehicle by which it may be propelled or drawn, save and except such streets within Industrial

Zones that the City Engineer reasonably determines that parking of unattached trailers would not constitute a safety hazard. This subsection shall not apply to trailers which are disabled to such extent that the driver cannot avoid temporarily leaving the disabled trailer on the street, provided that the trailer must be removed within 24 hours of becoming disabled.

- (4) No operator shall park and no owner shall allow a vehicle to be parked upon a street for the principal purpose of:
- Displaying the vehicle for sale.
 - Repairing or servicing the vehicle, except repairs necessitated by an emergency.
 - Displaying advertising from the vehicle. Incidental parking of a vehicle with such advertising that is permanently or semi-permanently attached to the vehicle and would normally be construed as routine self-promotion, including name, logo, slogan, or product description of the vehicle is not intended to be prohibited.
 - Selling merchandise from the vehicle, except when authorized.
- (5) No vehicle shall be parked upon any City street in a location within 12 feet of any mailbox used for pickup or delivery of the United States mail.
- (6) No vehicle shall be parked upon any City street or highway in violation of "No Parking" signs or markings, where the City Manager or designee authorizes such signs or markings.
- (7) No vehicle shall be parked upon any City street adjacent to any yellow curb, where the City Manager or designee authorizes such curb.
- (8) No vehicle shall be parked upon any City street in a manner such that less than 18 feet of unobstructed roadway width is left available for the passage of other vehicles. Where roadways are less than 18 feet wide, such width as necessary to allow two vehicles to pass, shall remain unobstructed.
- (9) ~~Except as further limited by WC 10.700 through 10.780, No~~ vehicle shall be parked on any street for more than 72 hours without moving at least three vehicle lengths away.
- (10) No vehicle shall be parked where it is impeding or likely to impede the normal flow of vehicular, bicycle, or pedestrian traffic; where it is a hazard or is likely to be a hazard to vehicular, bicycle, or pedestrian traffic; or where it is obstructing the required width of a fire apparatus access road.
- (11) No vehicle shall be parked or operated on a highway when the vehicle registration as indicated by registration stickers or registration card has been expired for 90 days or more, the vehicle is required to be registered when operated on a street, and the vehicle is parked or being operated on a City street.
- ~~(12) Unless in a designated area for camping, no person shall, for a period of more than two hours, use any vehicle or trailer to camp in, sleep in, or live in while parked upon any City property, City right of way, City easement, or City street.~~
- ~~(a) For the purposes of this Section,~~
- ~~The term "camp" has the same meaning given it in Code Section 10.425.~~
 - ~~The term "sleep" means the natural periodic suspension of consciousness, during which the powers of the body are restored, or resting or meditating in a manner which leads a reasonable person to conclude that consciousness is suspended.~~
 - ~~The term "live" means the use of a vehicle or trailer for a home, dwelling place, residence, or domicile. Engaging in or the presence of items used for cooking, sleeping, bathing, or other activities normally associated with home life may serve as evidence that a person is living in a vehicle.~~

Commented [GA1]: Moved regulations regarding camping to Chapter 10

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(Supp. No. 1)

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~~(b) It shall be an affirmative defense to "sleep in" if the sleeping was caused by a medical condition and not induced by alcohol, controlled substances, or medication that warns of causing drowsiness or sleepiness, or warnings to that effect.~~

~~(c) It shall be an affirmative defense to "live in," if a legally permissible explanation is provided of the items present or the activity engaged in that a reasonable person could find plausible under the circumstances then and there present.~~

(13.12) No vehicle shall be parked in any Residential Permit Parking Zone without a residential parking permit clearly displayed in the window for that Residential Parking Zone, as more particularly described in Chapter 5, Section 5.245.

(Ord. No. 722, 9-5-2013; Ord. No. 750, 12-1-2014; Ord. No. 804, 2-7-2017)

(Supp. No. 1)

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ATTACHMENT D

Chapter 10 - OFFENSES
GENERAL

GENERAL

10.400. Diving From Public Pilings.

- (1) No person shall dive or jump from, or climb or sit on, public pilings at the boat dock or at the swimming dock in Wilsonville Memorial Park or Boone's Ferry Park.
 - (2) Violation of this section is punishable as a violation pursuant to Section 1.012.
- (Ord. No. 287, 1-21-1986)

10.410. Unlawful Operating or Riding a Skateboard in a Prohibited Area.

- (1) It shall be unlawful for any person or persons to operate or ride a skateboard in any of the following prohibited areas:
 - (a) Town Center Park.
 - (b) Other property posted "No Skateboarding".

10.420. Intentionally Causing Damage to Town Center Park Properties by or for Skateboarding.

- (1) It shall be unlawful for any person or persons with intent to damage Town Center Park property to damage Town Center Park property by:
 - (a) Operation or riding of a skateboard; or
 - (b) Destroying, altering, denting, breaking, impairing, mutilating, harming, or injuring Town Center property to make it usable for skateboard operation and riding.

~~10.425. Camping on Public Property and Rights-of-Way.~~

- ~~(1) It shall be unlawful for any person or persons to camp on public property or right-of-way without prior approval of the City, except that unauthorized overnight camping on City parks or park facilities is governed by WC 3.000(16).~~
- ~~(a) (2) To camp means to set up, or remain in or at, a campsite for the purpose of establishing or maintaining a temporary place to live.~~
- ~~(3) Campsite means any place where any bedding, sleeping bag, or other sleeping matter, or any stove or fire is placed, established, or maintained, whether or not such place incorporates the use of any tent, lean to, shack, or any other structure or any vehicle or part thereof.~~

~~(Ord. No. 715, 4-15-2013)~~

Commented [GA1]: Move all regs into new 10.700-10.780

10.430. Penalties.

Except as set forth in 10.250 and 10.400, violations of any provision of Chapter 10 shall be punished as follows:

-
- (1) First Offence, a fine not to exceed \$250.00.
 - (2) Second Offence within one year, shall be subject to punishment of a Class C misdemeanor (not to exceed \$500.00 fine, not to exceed 30 days imprisonment).
 - (3) Any person who violates the provisions of WC 10.420 shall be punishable as a Class A misdemeanor (not to exceed \$2,500 fine, not to exceed one year imprisonment).
 - (4) Upon conviction of WC 10.410 or WC 10.420, the Court may in addition to any other penalty order that the skateboard that was used be impounded until such times as may appear just and reasonable or may be ordered forfeiture of the skateboard. Provided, however, it shall be a defense to forfeiture if it is proven to the Court by the preponderance of the evidence that the defendant is not the owner of the skateboard and the owner did not know or could not have reasonably known that the skateboard would be ridden in violation of the provisions of this ordinance.
 - (5) Any person who is convicted of violating the provisions of WC 10.305 shall be punished as a violation pursuant to Section 1.012.

(Ord. No. 777, 11-16-2015)

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(Supp. No. 1)

Page 2 of 2

ATTACHMENT E

~~6.400. Removal of Individuals, their Property and Campsites on Public Property.~~

Commented [GA1]: Provisions moved to Chapter 10

- (1) ~~Prior to the removal of any individual and/or their personal property from an established camping site on public property, law enforcement officials shall post a removal notice at the campsite, written in English and Spanish, 24 hours in advance of removal, provided however, that law enforcement officials are encouraged to determine if the circumstances warrant an extension of time for removal to ensure humane treatment, in which instance the law enforcement officials may extend the notice time up to 72 hours in advance of removal;~~
- (a) ~~At the time the notice is posted, law enforcement officials shall inform a local agency that delivers social services to homeless individuals where the notice has been posted.~~
- (b) ~~This local agency may arrange for outreach workers to visit the camping site where a notice has been posted to assess the need for social service assistance in arranging shelter and other assistance.~~
- (c) ~~All unclaimed personal property shall be given to law enforcement officials whether 24 hour notice is required or not. Subject to approval of the City Manager, the City's Public Works Director shall develop a protocol to aid such law enforcement officials in the custody, removal, storage, and destruction of the unclaimed personal property. A notice shall be posted, written in English and Spanish, providing a phone number to call during the business hours of 8:00 a.m. to 4:00 p.m., Monday to Friday, to arrange an appointment to pick up the unclaimed personal property. This notice shall be posted in a conspicuous place in the general vicinity, but not greater than 30 feet, of the personal property to be removed, and shall be laminated or otherwise made to be weather resistant. The notice shall not be posted on or attached to personal property in the area. The property shall be stored for 30 days from the removal date and will be available to any individual claiming ownership. Property that remains unclaimed for 30 days will be disposed of and the notice removed.~~
- (d) ~~Personal property means any item that is reasonably recognizable as belonging to a person and has apparent utility. Items that have no apparent utility or are in an unsanitary condition will be immediately discarded upon removal of the homeless individuals from the camping site.~~
- (e) ~~City officials or law enforcement personnel shall photograph the site prior to the removal of property and provide a general description of items disposed of due to their lack of apparent utility or unsanitary condition.~~
- (f) ~~Weapons, drug paraphernalia and items that appear to be either stolen or evidence of a crime shall be turned over to the appropriate law enforcement officials.~~
- (2) ~~Following the removal of homeless individuals from a campsite on public property, the law enforcement officials, local agency officials and outreach workers may meet to assess the notice and removal policy, to discuss whether removals are occurring in a humane and just manner and to determine if any changes are needed in the policy.~~
- (3) ~~The 24 hour notice under subsection (1)(c) of this section shall not apply:~~
- (a) ~~When there are grounds for law enforcement officials to believe that illegal activities other than camping are occurring.~~
- (b) ~~In the event of an exceptional emergency such as possible site contamination by hazardous materials or when there is immediate danger to human life or safety.~~
- (4) ~~Sleeping or sleeping in a vehicle on public property in a manner that establishes a camping area or that results in personal property or trash being stored on public property shall be considered an established camp for the purposes of this Section.~~

- (a) ~~Vehicles used for camping on public property shall be impounded according to Wilsonville Code Sections 5.400—5.460. The contents of impounded vehicles will be inventoried according to Wilsonville Code Section 5.425.~~
- (b) ~~Sleeping in a vehicle on a public right-of-way shall still be governed by Wilsonville Code Section 5.210(12).~~
- (c) ~~Illegal parking, stopping or standing of vehicles are governed by Wilsonville Code Sections 5.200 et seq.~~
- (5) ~~A person authorized to issue a citation for unlawful camping under state law, administrative rule or city or county ordinance may not issue the citation if the citation would be issued within 200 feet of the notice described in this section and within two hours before or after the notice was posted.~~

(Ord. No. 716, 4-15-2013)

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(Supp. No. 1)

Page 2 of 2



ATTACHMENT F - 100 FT CENTERS

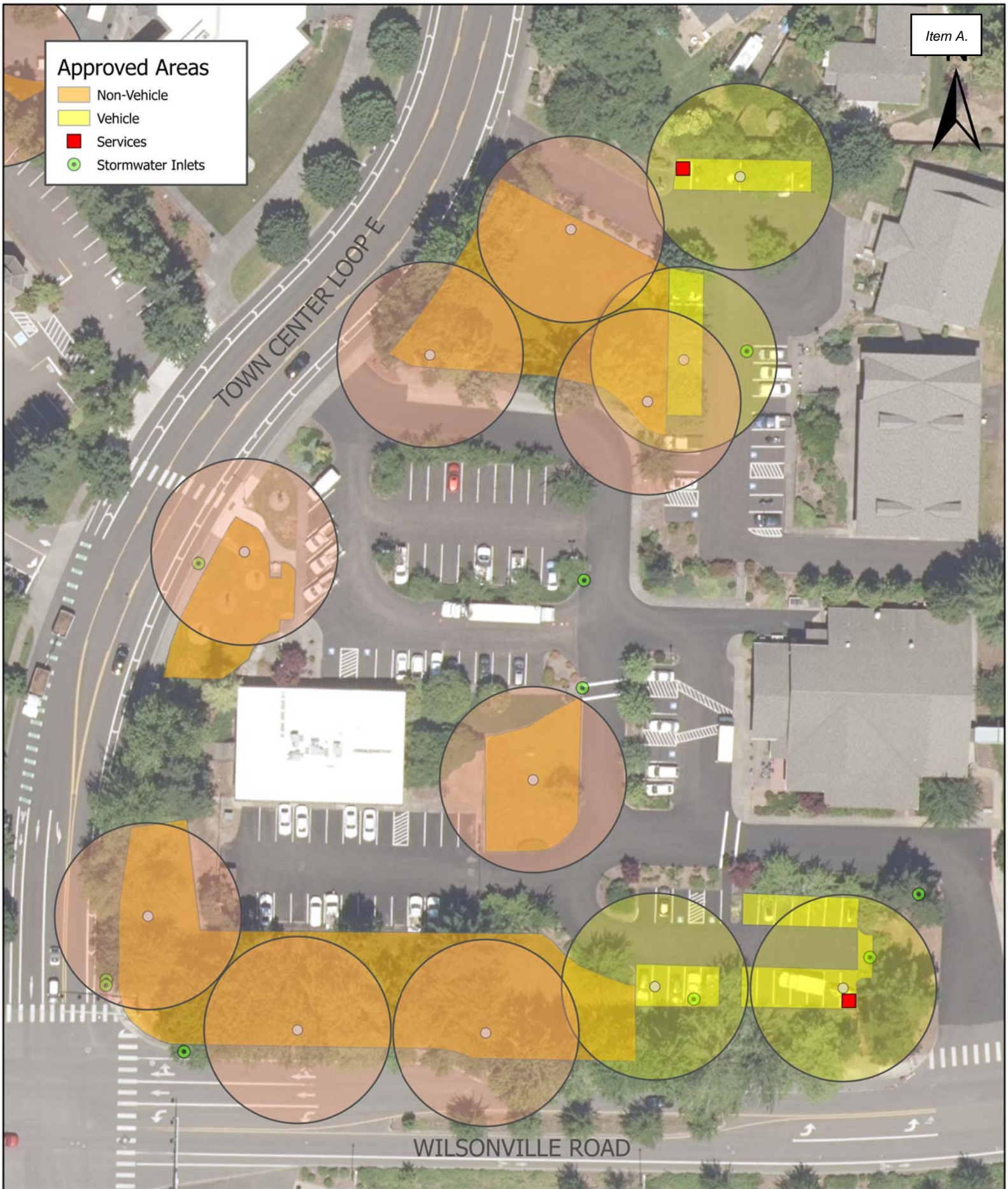


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Feet

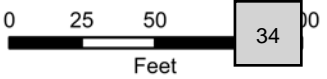


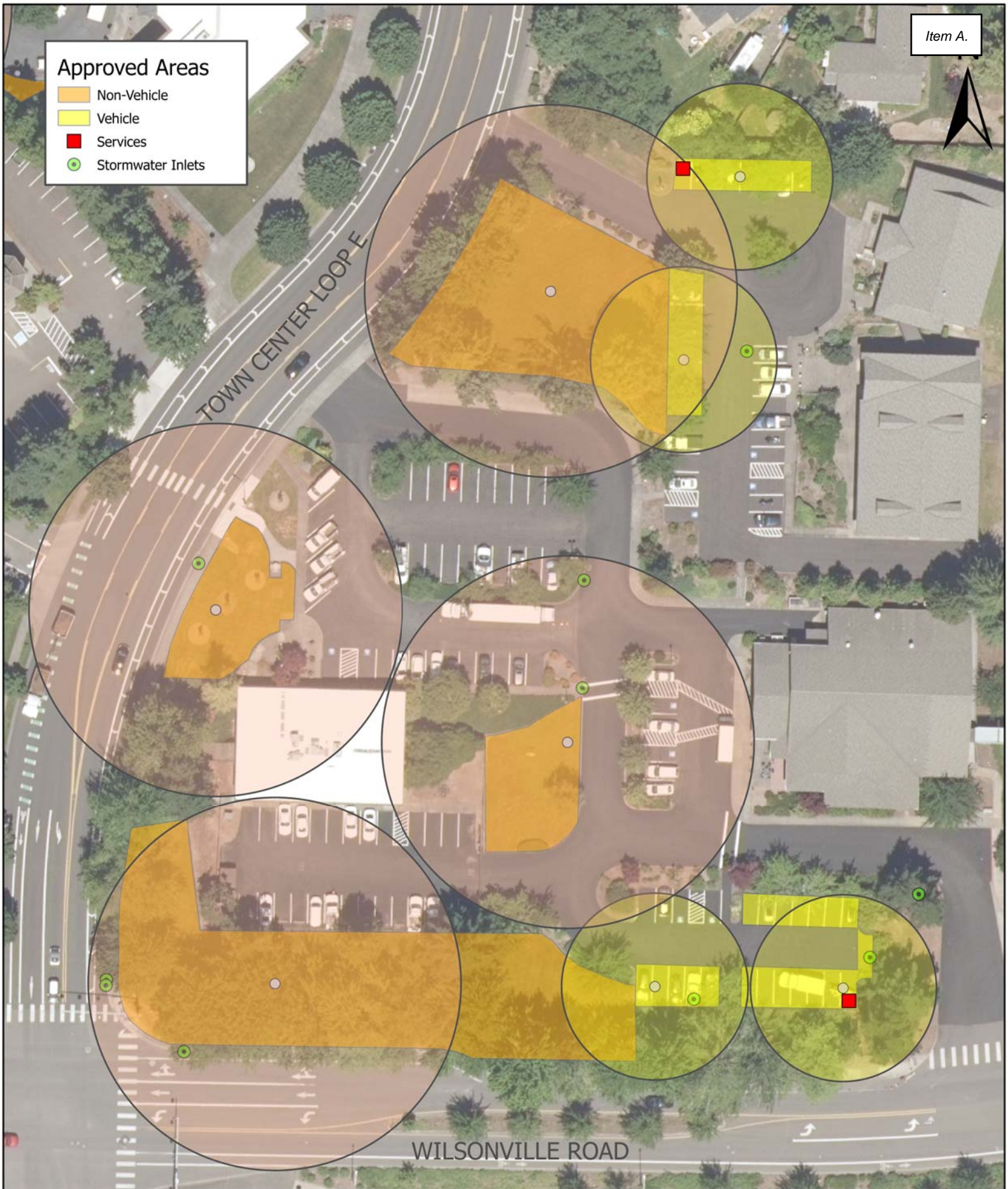
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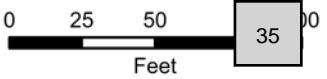


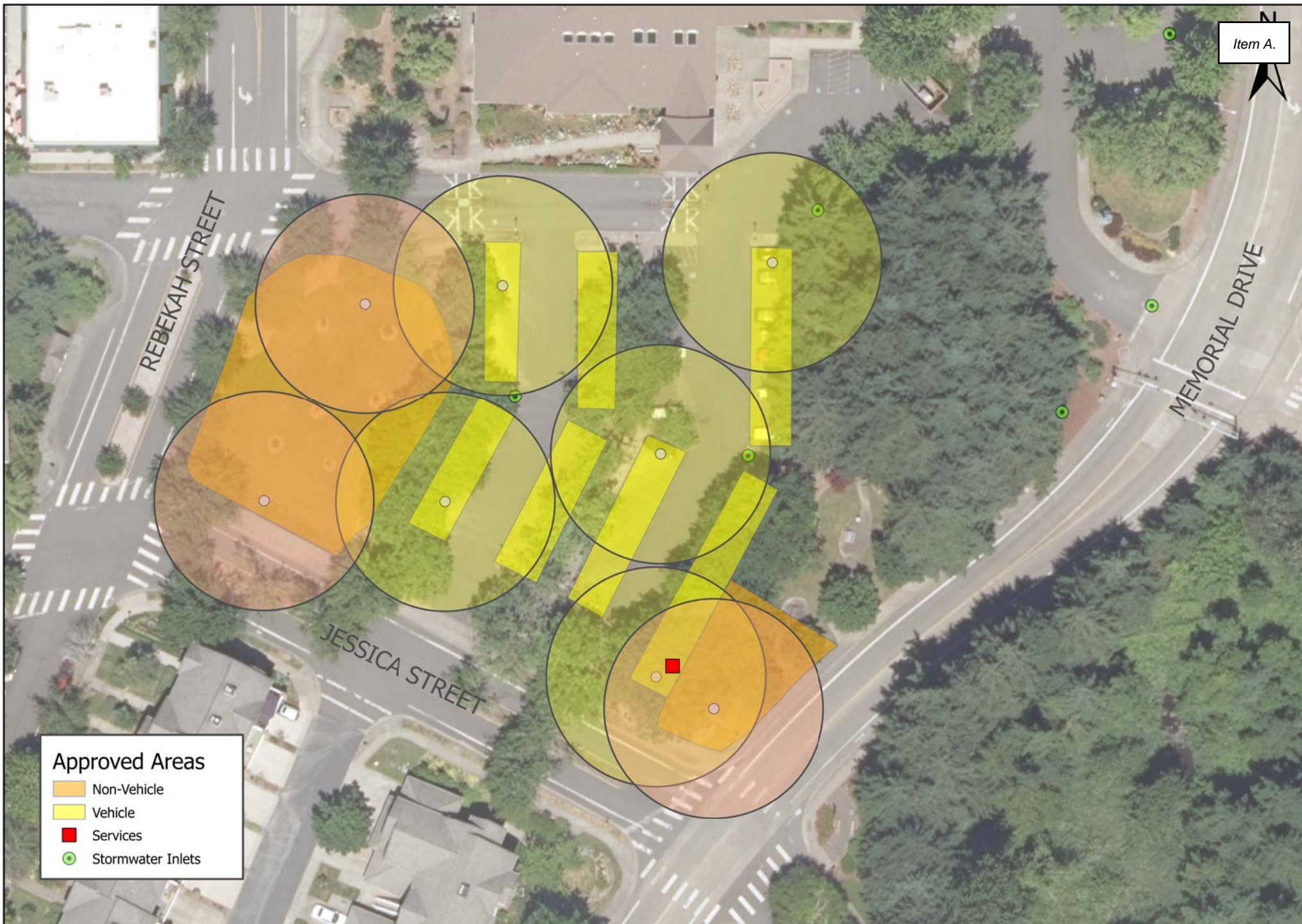
ATTACHMENT G - 100 FT CENTERS





ATTACHMENT G - 200 FT CENTERS

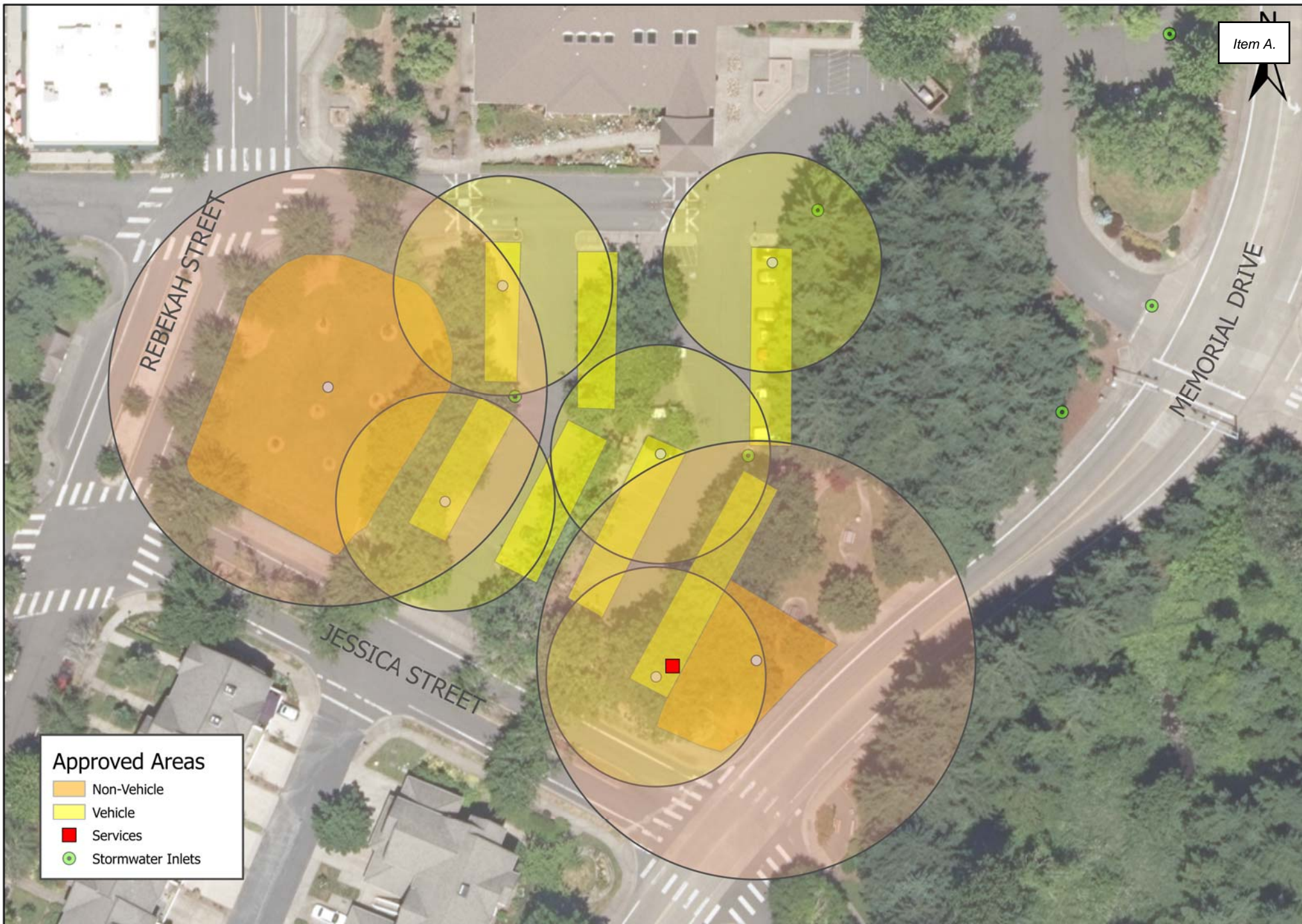




ATTACHMENT H - 100 FT CENTERS



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Feet



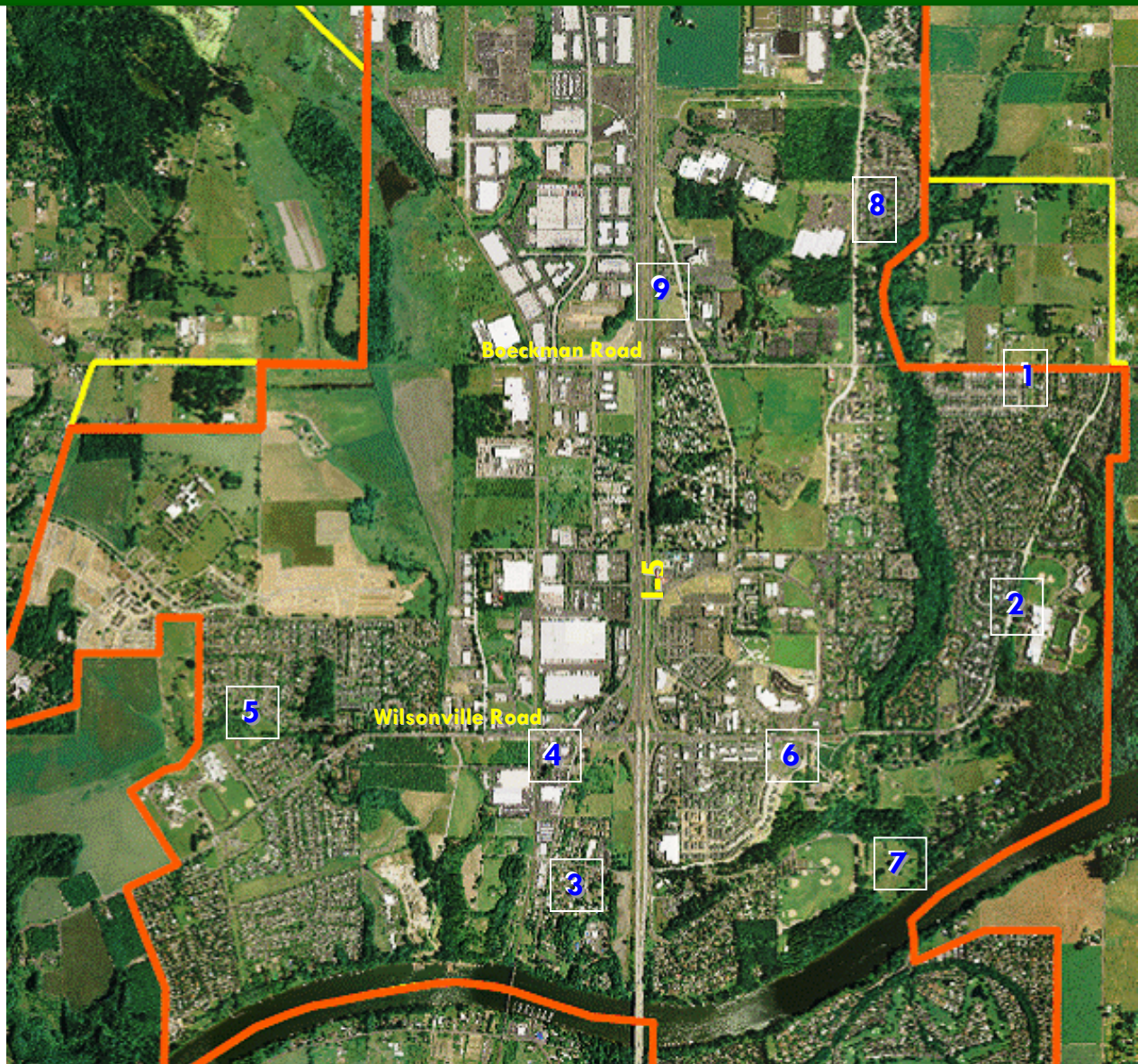
ATTACHMENT H - 200 FT CENTERS



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Feet

Wilsonville Heritage Tree Locations

Item A.



1. Bob Wiedemann Japanese Maple

Planted in 1973 at Frog Pond Church in tribute to Bob Wiedemann. (2008)



2. Cumberland Oregon White Oak

Located at the Wilsonville High School. Formerly part of the Cumberland family farm. (2008)



3. Sue Guyton Heritage Tree Grove

Located on 4th Street in Old Town. The Grove was named in honor of Sue Guyton, a lifelong Wilsonville resident in 2009. (2007)



4. Lowries Marketplace Grove

These trees were planted by children from Wilsonville's first school which was located at this site (1870 – 1911). (2007)



5. R.V. Short Douglas Fir

Standing in a neighborhood park at Park at Merryfield, this fir is taller than anything else in the area. (2006)



6. Frank Lockyear Grove

Located at the Wilsonville Library, this grove was planted by Boy Scouts under the guidance of Frank Lockyear in the 1970s. (2005)



7. Ernest Kolbe Giant Sequoia

Planted by Wilsonville resident & forestry expert, Ernest Kolbe, adjacent to his former homestead on the east side of Memorial Park. (2004)



8. Fred Barnes Black Walnut

Located in the Canyon Creek Meadows neighborhood, the tree was part of the Adolph Failmezger home site in the early 1930s. (2009)



9. Gotfried & Elizabeth Failmezger Oregon White Oak

Located between Parkway Ave. & I-5, just north of Boeckman Road, the tree is over 100 years old. (2009)

Chapter 4.05

HOUSELESSNESS RESPONSE POLICY

Sections:

4.05.010 Findings and Purpose.

4.05.010 Findings and Purpose.

- A. The City of Bend finds that each community member of Bend is entitled to a basic level of dignity, respect, and wellness, regardless of whether they are housed or unhoused. It is the official policy of the City that its responses to homelessness will be undertaken in accordance with these principles.
- B. It is the policy of the City of Bend to utilize all existing and potential sources of funding that are made available from the Federal and State governments for the provision of services and shelter for homeless individuals.
- C. The intent of the City Council is to regulate camping and survival sheltering in public right-of-way only in the context of the work that has been done by the City and will continue to occur at the City and regional level, and the City remains committed to a comprehensive houselessness policy, including through a camping resolution strategy.
- D. As its regional efforts continue, the City must appropriately consider various interests and formulate policy to best protect public health, safety, welfare, property, and the environment, with limited resources.
- E. The City Council acknowledges the lack of nightly shelter beds and housing currently available regionally and recognizes the systemic lack of State and Federal investment in shelter and public health services for those experiencing homelessness.
- F. The City Council acknowledges that it is currently unavoidable that some people will live or shelter for survival outdoors until they are able to access affordable or free shelter or housing. In Bend, this has typically meant sheltering, sometimes for extended periods of time, on City rights-of-way and City property, and at times on other agency property (such as ODOT).
- G. Public rights-of-way are generally intended for public use and travel. The City Council is the road authority for rights-of-way within the City; as such, the City must consider the safety of motorists and pedestrians travelling on roadways and sidewalks, including to and from neighboring properties, businesses, and residences. The City has had increasing concerns regarding safety due to camping on or in rights-of way in or near streets, roads, sidewalks, and public access points.
- H. Over the long term and working with the Deschutes County Coordinated Homeless Response Office, the City's goal is that people should not have to live outside and there should be safer options because long-term camping for survival sheltering outside is not a solution for people without houses.

- I. The City owns extremely limited property where camping can or should be allowed, particularly since the City does not own or manage parks in the City. City utility properties (stormwater, water, sewer) are sensitive and generally closed to the public or have limited access for safety, environmental and security reasons.
- J. It is the purpose and intent of the City Council to provide standards for camping and survival sheltering on City rights-of-way, which are intended to be as compatible as possible with the needs of everyone in Bend to be healthy, safe, and have access to public places. Smaller sites support the safety of people who are camping for survival on public property.
- K. It is the purpose and intent of the City Council to provide standards for camping and survival sheltering on City rights-of-way which will address issues such as fire risk, unsanitary conditions, trash, and public safety hazards to people camping and neighboring businesses and community members, and environmental degradation, which have occurred with longer-term camping in the City.
- L. It is the intent of the City to evaluate each removal of a campsite in light of the criteria in BC Chapter [4.20](#) and with considerations of public health and safety, including for the people who are sheltering in the camps, potential user conflicts, and available resources. The City will use a team approach and coordinate with the Deschutes County Coordinated Homeless Response Office as appropriate.
- M. When the City of Bend removes a camp or closes a location people are sheltering in the public right-of-way, it will provide a minimum 72-hour notice to everyone that would be affected by the move, except in cases of exceptional emergency or criminal activity, as allowed by State law and set forth in this title. The City looks for the safest options for cleaning the camp, often hiring a contract company that uses best practices and safe collection and works with service providers and the regional office for trauma informed care and minimizing harm. Unless there is a public health or safety reason for emergency removal, service providers or other community resources will be notified in advance to be on hand for support and outreach ahead of time, consistent with State law. [Ord. NS-2458, 2022]

Chapter 4.10

SAFE PARKING PROGRAMS

Sections:

- 4.10.010 Purpose and Scope.**
- 4.10.015 Overnight Camping.**
- 4.10.020 Transitional Overnight Parking Accommodations.**
- 4.10.025 Enforcement.**

4.10.010 Purpose and Scope.

- A. Notwithstanding any other provision of this code or the Bend Development Code, up to three vehicles may be used by people who lack access to permanent or safe shelter and who cannot obtain other low-income housing

ATTACHMENT K





CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 20, 2023		Subject: City Council Work Plan Goal 5/Strategy 5.1 <i>Develop strategic financial analysis to explore costs and revenue options for major infrastructure projects currently unfunded.</i>	
		Staff Member: Keith Katko, Finance Director Department: Finance	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Information sharing and direction seeking on financing options and prioritizing projects.

EXECUTIVE SUMMARY:

There are three basic methods of financing capital requirements: funding from current revenues; from existing fund balances; or from the issuance of debt. City staff has compiled a list of project without any current identifiable funding (**ATTACHMENT A**). Four specific projects (French Prairie Bridge, Gateway Place (Town Center), Ice Age Tonquin Trail North, and the I-5 Pedestrian Bridge) are more atypical of the larger listing, having different funding challenges, and have been set aside outside the scope of this discussion for now. All other projects on the, totaling \$110.4 million dollars, fall under either, Parks and Recreation, Library, or Public Safety. All of which are General Fund responsibilities. All of the original Parks projects that were identified by Parks Bond Task Force in 2018 are still on the list, which now also includes updated facility needs related to Parks and Recreation, Library, Public Safety as well.

As of 06/30/2022, the General Fund had an unassigned available fund balance of \$8.2 million and the Parks System Development (SDC) Fund had a balance of \$3.2 million. General Fund unassigned balances may be needed for ongoing operational needs or other one-time future capital expenses and should be considered particularly judiciously. The Parks SDC Fund balance is largely accounted for other planned parks infrastructure needs. While federal and state grant funding can be a piece of any contributing current revenue possibility for unfunded projects, they are more of a possible contributor rather than probable in any significant manner at this point. Any serious dent in the \$110.4 million dollar General Fund associated infrastructure need will need to involve the issuance of debt.

Financing Options: To pay the debt service for this type of debt the City would have two basic debt options, a General Obligation (G.O.) Bond or a Revenue Bond.

- 1) G.O. BONDING requires voter approval of a property tax levy from which the bond's debt service will be paid. It is a bit of a moving target with rapidly rising interest rates and a growing overall City assessed value, however **ATTACHMENT B** provided by PFM Financial Advisors LLC outlines levy rates needed for \$30 million, \$40 million, and \$50 million debt financings. They have outlined options using both a declining levy method and also level levy approach. A declining levy approach is generally viewed slightly more favorably by rating agencies, as it results in slightly faster principal amortization. A declining levy rate is made possible by the increasing overall City wide assessed value, which increases by at least 3% a year. Assuming a \$300,000 assessed home the following chart summarizes the levy cost at each level of GO Debt:

Loan Amount	Averaged Levy rate	Homeowner Cost/ Per Year	Homeowner Cost/ Per Month
\$30 Million	0.4949	\$148.47	\$12.37
\$40 Million	0.6599	\$197.97	\$16.50
\$50 Million	0.8248	\$247.44	\$20.62

- 2) REVENUE BONDING requires the establishment of specific revenue source, which could manifest in this case as perhaps a type of assessed *Parks, Library, & Public Safety Fee*. This could be assessed for example as a flat fee for residential household, multi-family dwelling units, and commercial suites. Medford, Gresham, St. Helens, and Oregon City have each established variation of this type fee, which are assessed on the utility bills of customers. In the case of Oregon City, once its \$16 million voter approved debt issuance for its new Police & Municipal Court Building is paid off, the corresponding \$6.50 monthly utility fee sunsets. Keep in mind with that financing however, Oregon City has a larger utility account base and is financing only approximately \$16 million.

Prioritizing Unfunded Projects: Given the large dollar amount of unfunded Parks and Facility projects, the Parks and Recreation Team has narrowed down the original \$53M (2018 estimates) of unfunded projects which were identified by the Parks Bond Task Force, to three potential bond packages for consideration and updated the costs. Option 1 is a collection of projects totaling \$20.2 million; Option 2 is \$28.2 million, and Option 3 is \$50.2 million. Each of the three packages brings forward meaningful park improvements that will benefit the community while leaving additional room in the overall potential bond amount for Police building improvements and other various unfunded projects citywide. **ATTACHMENT C** outlines in detail the proposed options.

If Council were to decide and/or support a certain bonded debt maximum amount and allocation preference of between Parks, Library, and Public Safety (or specific projects) staff can bring for discussion additional information for a path forward.

EXPECTED RESULTS:

Prioritized projects.

TIMELINE:

N/A

CURRENT YEAR BUDGET IMPACTS:

N/A

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

N/A

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. List of unfunded capital projects
- B. General Obligation Bond Scenario Analysis – PFM Financial Advisors LLC
- C. Parks Projects Bond Option Packages

UNFUNDED CAPITAL PROJECT LIST

DEPARTMENT	ITEM	AMOUNT
Engineering	French Prairie Bridge	\$ 51,000,000
Engineering	French Prairie Road Multi-Use Path (Minimum Project)	\$ 2,000,000
Engineering	French Prairie Road Multi-Use Path (Stormwater Treatment)	\$ 4,000,000
Engineering	Gateway Plaza (Town Center)	\$ 4,000,000
Engineering	I-5 Pedestrian Bridge (Unfunded Portion)	\$ 8,000,000
Engineering	Ice Age Tonquin Trail North / Metro land	\$ 9,500,000
TOTAL ENGINEERING (exlude)		\$ 78,500,000
Facilities	Police Demo and Re-Build	\$ 9,512,000
Facilities	City Hall - Construction 2-Bay Expansion (long term)	\$ 6,743,000
Facilities	City Hall - Renovate & cooperative desking (short term)	\$ 1,682,000
Facilities	Community Center - Light Renovation to Art Tech	\$ 2,245,000
Facilities	Community Center - Mechanical Upgrade	\$ 2,005,000
Facilities	Library - Event Space Addition	\$ 3,472,000
Facilities	Library - Mechanical Upgrade	\$ 2,279,000
Facilities	Library - Add Emergency Generator	\$ 101,747
Facilities	Library - Add Quiet Rooms, Book Drop, Enclose Patio, Coffee Bar	\$ 480,842
Facilities	Parks and Recreation - West Expansion	\$ 1,607,000
Facilities	Community Service Block Site Redevelopment	\$ 5,916,000
TOTAL FACILITIES		\$ 36,043,589
Parks	Memorial Park Concessions	\$ 400,000
Parks	Memorial Park Courts	\$ 2,000,000
Parks	Memorila Park East	\$ 3,000,000
Parks	Memorial Park Fields	\$ 14,000,000
Parks	Memorial Park Maintenance Facility Upgrades	\$ 1,250,000
Parks	Memorial Park River Access	\$ 3,510,000
Parks	Neighborhood Park Improvements	\$ 780,000
Parks	Boones Ferry Park Central	\$ 4,290,000
Parks	Charbonneau Multi-Use Path Repair/Replacement	\$ 1,950,000
Parks	Community Scale Skatepark - Town Center	\$ 1,040,000
Parks	Advance Road Sports Fields	\$ 25,000,000
Parks	Boones Ferry Park East	\$ 4,680,000
Parks	Boones Ferry Park River Access	\$ 6,565,000
Parks	Boones Ferry Park North	\$ 780,000
Parks	Boones Ferry Park Tauchman House	\$ 975,000
Parks	Boones Feery Park West	\$ 910,000
Parks	Charbonneau Mult-Use Path Extension	\$ 1,950,000
Parks	Natural Resource Enhancement and Management Plan	\$ 260,000
TOTAL PARKS		\$ 73,340,000
Net Exclusions noted above		\$ (78,500,000)
TOTAL Unfunded Capital		\$ 109,383,589

City of Wilsonville, Oregon
General Obligation Bonds, Series 2023
Scenario Analysis

Declining Levy Rate:			
	\$30 million	\$40 million	\$50 million
Par Amount	\$ 29,930,000	\$ 39,905,000	\$ 49,880,000
Project Fund	\$ 30,000,000	\$ 40,000,000	\$ 50,000,000
Average Annual Debt Service	\$ 2,426,113	\$ 3,234,751	\$ 4,043,351
Average Annual Levy Rate	0.4949	0.6599	0.8248
Total Debt Service	\$ 48,522,263	\$ 64,695,013	\$ 80,867,013
True Interest Cost	5.033%	5.033%	5.033%

Stable Levy Rate:			
	\$30 million	\$40 million	\$50 million
Par Amount	\$ 30,000,000	\$ 40,000,000	\$ 50,000,000
Project Fund	\$ 30,000,000	\$ 40,000,000	\$ 50,000,000
Average Annual Debt Service	\$ 2,557,959	\$ 3,410,481	\$ 4,263,214
Average Annual Levy Rate	0.5069	0.6759	0.8449
Total Debt Service	\$ 51,159,188	\$ 68,209,625	\$ 85,264,275
True Interest Cost	5.086%	5.086%	5.086%

Key Assumptions

- Assessed value is based on FY 2022 and is assumed to grow at 3%, with a 97% property tax collection rate
- Assessed value for FY 2022 was sourced from the Washington and Clackamas County Assessors reports
- Market rates as of 10/25/2022 + 1.00%
- Issuance date of 6/1/2023, 10 year par call
- Assumes \$5/bond for cost of issuance and \$5/bond for underwriter's discount

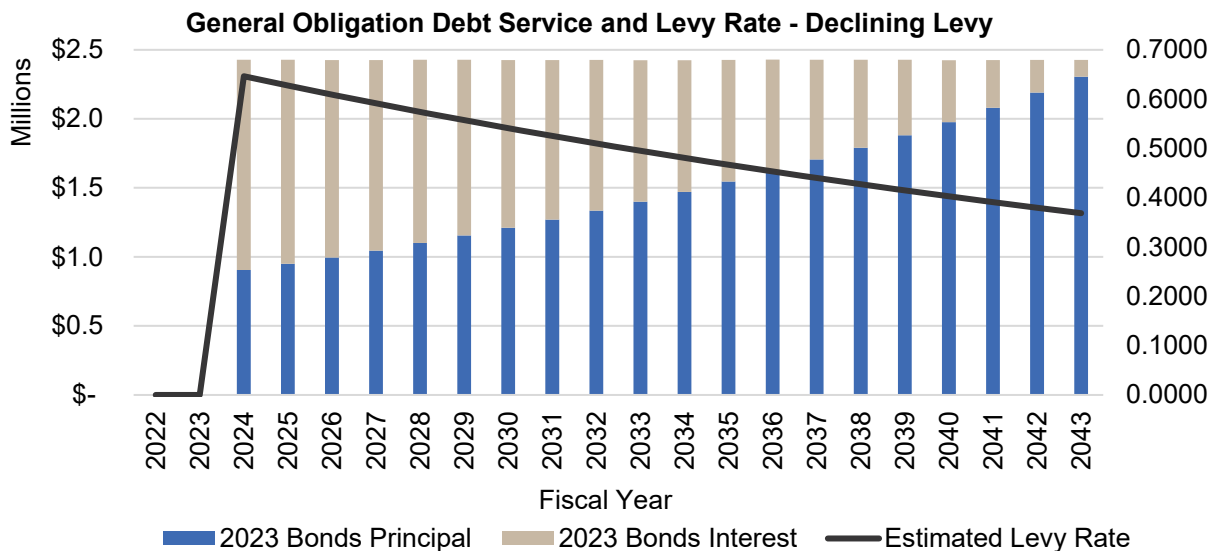
Sources	
Par Amount	\$ 29,930,000
Premium	371,598
Total Sources	\$ 30,301,598

City of Wilsonville, Oregon
General Obligation Bonds, Series 2023
\$30 million, Declining Levy Rate

Uses	
Project Fund	\$ 30,000,000
Costs of Issuance	149,650
Underwriter's Discount	149,650
Additional Proceeds	2,298
Total Uses	\$ 30,301,598

Key Statistics	
Average Annual Debt Service	\$ 2,426,113
Average Levy Rate	0.4949
Total Debt Service	\$ 48,522,263
True Interest Cost	5.033%

Fiscal Year Ending 6/30	Assessed Value	Estimated Levy Rate	2023 Bonds		
			Principal	Interest	Debt Service
2022	3,649,796,106	0.0000	\$ -	\$ -	\$ -
2023	3,759,289,989	0.0000	-	-	-
2024	3,872,068,689	0.6463	905,000	1,522,575	2,427,575
2025	3,988,230,750	0.6274	950,000	1,477,325	2,427,325
2026	4,107,877,672	0.6085	995,000	1,429,825	2,424,825
2027	4,231,114,002	0.5909	1,045,000	1,380,075	2,425,075
2028	4,358,047,422	0.5743	1,100,000	1,327,825	2,427,825
2029	4,488,788,845	0.5576	1,155,000	1,272,825	2,427,825
2030	4,623,452,510	0.5407	1,210,000	1,215,075	2,425,075
2031	4,762,156,086	0.5249	1,270,000	1,154,575	2,424,575
2032	4,905,020,768	0.5099	1,335,000	1,091,075	2,426,075
2033	5,052,171,391	0.4947	1,400,000	1,024,325	2,424,325
2034	5,203,736,533	0.4803	1,470,000	954,325	2,424,325
2035	5,359,848,629	0.4666	1,545,000	880,825	2,425,825
2036	5,520,644,088	0.4535	1,625,000	803,575	2,428,575
2037	5,686,263,410	0.4401	1,705,000	722,325	2,427,325
2038	5,856,851,313	0.4272	1,790,000	637,075	2,427,075
2039	6,032,556,852	0.4149	1,880,000	547,575	2,427,575
2040	6,213,533,558	0.4022	1,975,000	448,875	2,423,875
2041	6,399,939,564	0.3907	2,080,000	345,188	2,425,188
2042	6,591,937,751	0.3794	2,190,000	235,988	2,425,988
2043	6,789,695,884	0.3684	2,305,000	121,013	2,426,013
Total			\$ 29,930,000	\$ 18,592,263	\$ 48,522,263



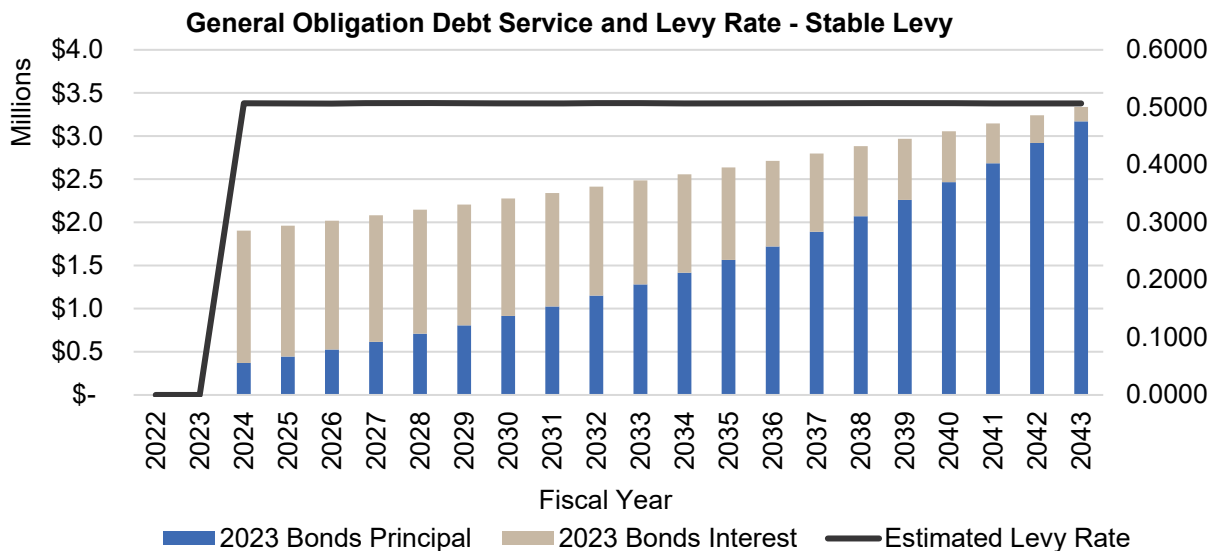
Sources	
Par Amount	\$ 30,000,000
Premium	302,384
Total Sources	\$ 30,302,384

City of Wilsonville, Oregon
General Obligation Bonds, Series 2023
\$30 million, Stable Levy Rate

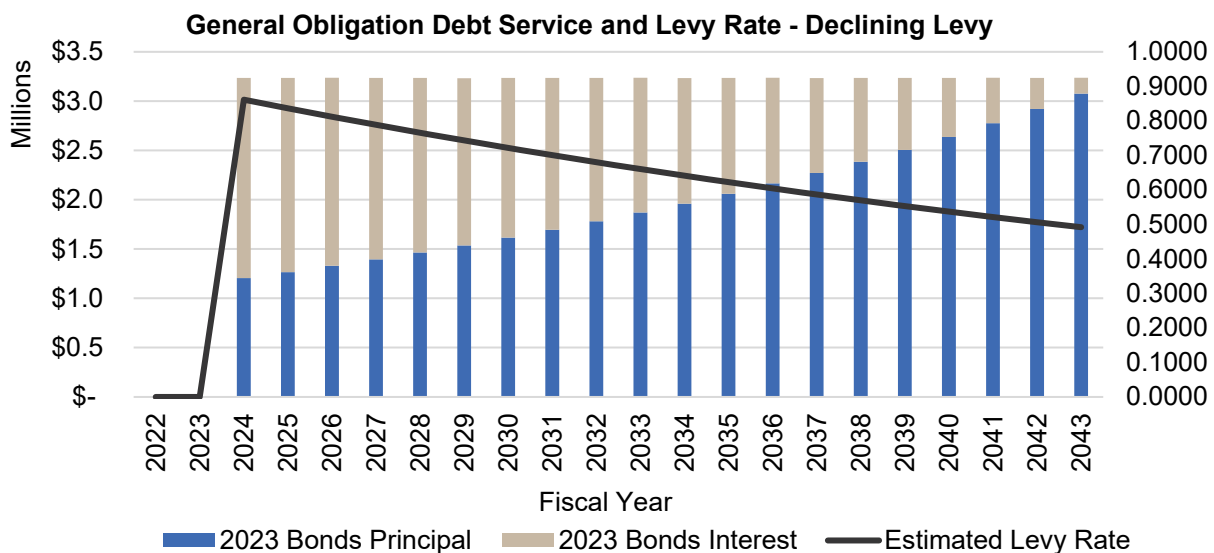
Uses	
Project Fund	\$ 30,000,000
Costs of Issuance	150,000
Underwriter's Discount	150,000
Additional Proceeds	2,384
Total Uses	\$ 30,302,384

Key Statistics	
Average Annual Debt Service	\$ 2,557,959
Average Levy Rate	0.5069
Total Debt Service	\$ 51,159,188
True Interest Cost	5.086%

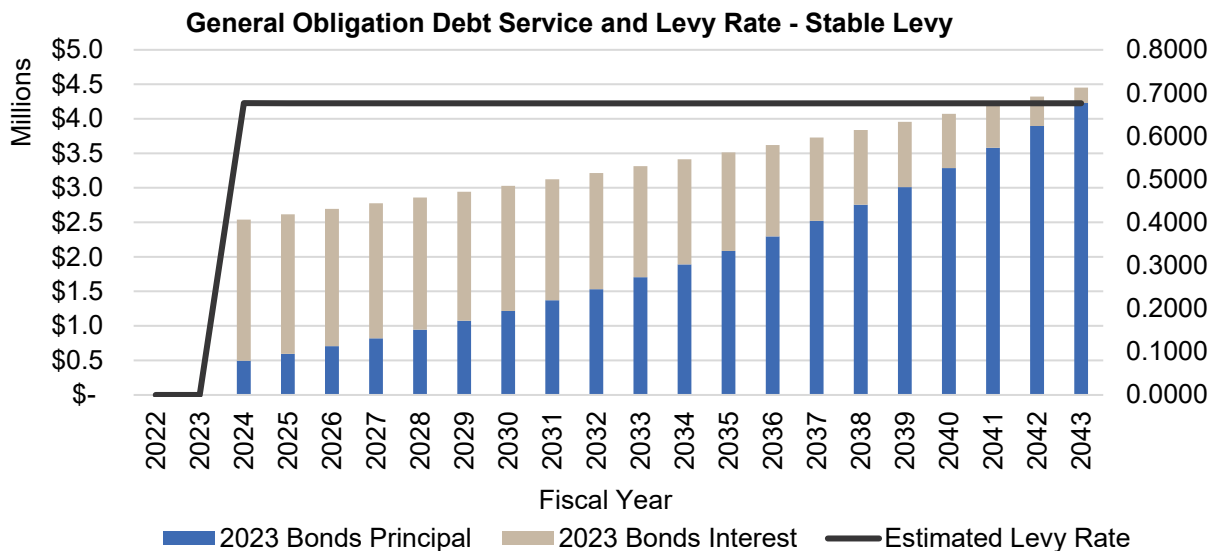
Fiscal Year Ending 6/30	Assessed Value	Estimated Levy Rate	2023 Bonds		
			Principal	Interest	Debt Service
2022	3,649,796,106	0.0000	\$ -	\$ -	\$ -
2023	3,759,289,989	0.0000	-	-	-
2024	3,872,068,689	0.5069	370,000	1,533,750	1,903,750
2025	3,988,230,750	0.5067	445,000	1,515,250	1,960,250
2026	4,107,877,672	0.5064	525,000	1,493,000	2,018,000
2027	4,231,114,002	0.5072	615,000	1,466,750	2,081,750
2028	4,358,047,422	0.5077	710,000	1,436,000	2,146,000
2029	4,488,788,845	0.5065	805,000	1,400,500	2,205,500
2030	4,623,452,510	0.5073	915,000	1,360,250	2,275,250
2031	4,762,156,086	0.5065	1,025,000	1,314,500	2,339,500
2032	4,905,020,768	0.5072	1,150,000	1,263,250	2,413,250
2033	5,052,171,391	0.5072	1,280,000	1,205,750	2,485,750
2034	5,203,736,533	0.5065	1,415,000	1,141,750	2,556,750
2035	5,359,848,629	0.5070	1,565,000	1,071,000	2,636,000
2036	5,520,644,088	0.5066	1,720,000	992,750	2,712,750
2037	5,686,263,410	0.5071	1,890,000	906,750	2,796,750
2038	5,856,851,313	0.5073	2,070,000	812,250	2,882,250
2039	6,032,556,852	0.5073	2,260,000	708,750	2,968,750
2040	6,213,533,558	0.5069	2,465,000	590,100	3,055,100
2041	6,399,939,564	0.5067	2,685,000	460,688	3,145,688
2042	6,591,937,751	0.5067	2,920,000	319,725	3,239,725
2043	6,789,695,884	0.5066	3,170,000	166,425	3,336,425
Total			\$ 30,000,000	\$ 21,159,188	\$ 51,159,188



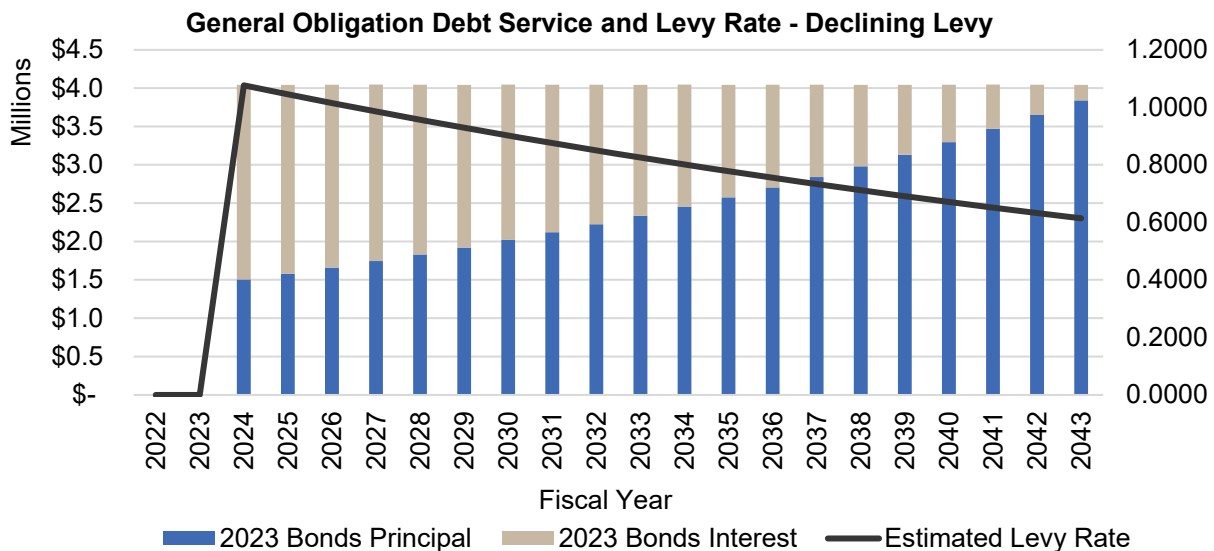
Sources			City of Wilsonville, Oregon		
Par Amount	\$	39,905,000	General Obligation Bonds, Series 2023 \$40 million, Declining Levy Rate		
Premium		495,559			
Total Sources	\$	40,400,559			
Uses			Key Statistics		
Project Fund	\$	40,000,000	Average Annual Debt Service	\$	3,234,751
Costs of Issuance		199,525	Average Levy Rate		0.6599
Underwriter's Discount		199,525	Total Debt Service	\$	64,695,013
Additional Proceeds		1,509	True Interest Cost		5.033%
Total Uses	\$	40,400,559			
Fiscal Year Ending 6/30	Assessed Value	Estimated Levy Rate	2023 Bonds		
			Principal	Interest	Debt Service
2022	3,649,796,106	0.0000	\$ -	\$ -	\$ -
2023	3,759,289,989	0.0000	-	-	-
2024	3,872,068,689	0.8613	1,205,000	2,030,025	3,235,025
2025	3,988,230,750	0.8362	1,265,000	1,969,775	3,234,775
2026	4,107,877,672	0.8123	1,330,000	1,906,525	3,236,525
2027	4,231,114,002	0.7882	1,395,000	1,840,025	3,235,025
2028	4,358,047,422	0.7653	1,465,000	1,770,275	3,235,275
2029	4,488,788,845	0.7423	1,535,000	1,697,025	3,232,025
2030	4,623,452,510	0.7214	1,615,000	1,620,275	3,235,275
2031	4,762,156,086	0.7002	1,695,000	1,539,525	3,234,525
2032	4,905,020,768	0.6799	1,780,000	1,454,775	3,234,775
2033	5,052,171,391	0.6603	1,870,000	1,365,775	3,235,775
2034	5,203,736,533	0.6404	1,960,000	1,272,275	3,232,275
2035	5,359,848,629	0.6221	2,060,000	1,174,275	3,234,275
2036	5,520,644,088	0.6043	2,165,000	1,071,275	3,236,275
2037	5,686,263,410	0.5862	2,270,000	963,025	3,233,025
2038	5,856,851,313	0.5693	2,385,000	849,525	3,234,525
2039	6,032,556,852	0.5529	2,505,000	730,275	3,235,275
2040	6,213,533,558	0.5365	2,635,000	598,763	3,233,763
2041	6,399,939,564	0.5212	2,775,000	460,425	3,235,425
2042	6,591,937,751	0.5059	2,920,000	314,738	3,234,738
2043	6,789,695,884	0.4914	3,075,000	161,438	3,236,438
Total			\$ 39,905,000	\$ 24,790,013	\$ 64,695,013



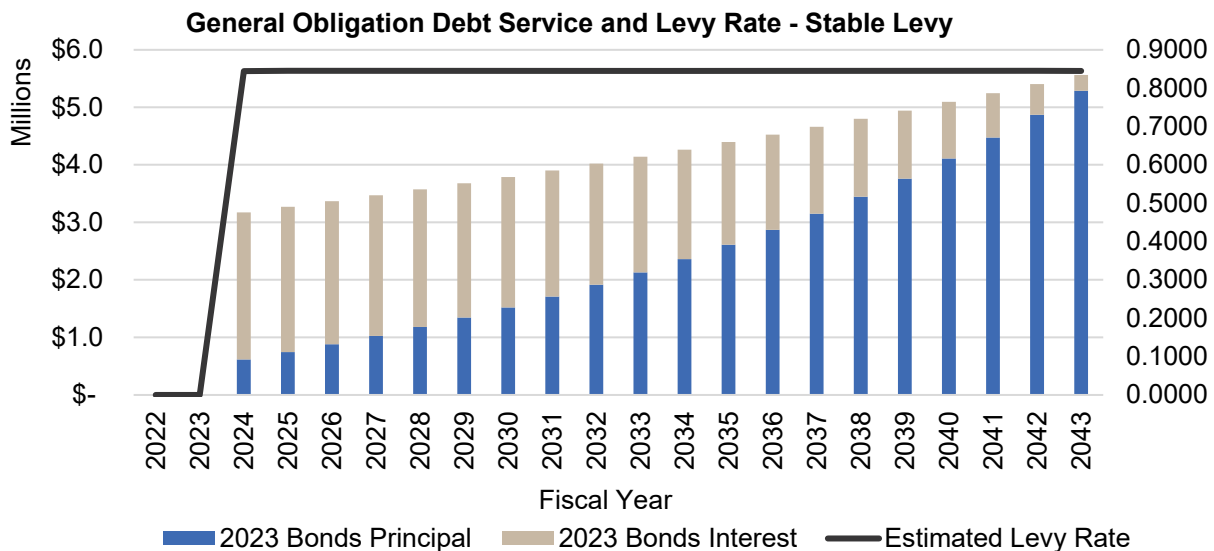
Sources			City of Wilsonville, Oregon General Obligation Bonds, Series 2023 \$40 million, Stable Levy Rate		
Par Amount	\$	40,000,000			
Premium		403,164			
Total Sources	\$	40,403,164			
Uses			Key Statistics		
Project Fund	\$	40,000,000	Average Annual Debt Service	\$	3,410,481
Costs of Issuance		200,000	Average Levy Rate		0.6759
Underwriter's Discount		200,000	Total Debt Service	\$	68,209,625
Additional Proceeds		3,164	True Interest Cost		5.086%
Total Uses	\$	40,403,164			
Fiscal Year Ending 6/30	Assessed Value	Estimated Levy Rate	2023 Bonds		
			Principal	Interest	Debt Service
2022	3,649,796,106	0.0000	\$ -	\$ -	\$ -
2023	3,759,289,989	0.0000	-	-	-
2024	3,872,068,689	0.6763	495,000	2,045,000	2,540,000
2025	3,988,230,750	0.6760	595,000	2,020,250	2,615,250
2026	4,107,877,672	0.6765	705,000	1,990,500	2,695,500
2027	4,231,114,002	0.6762	820,000	1,955,250	2,775,250
2028	4,358,047,422	0.6764	945,000	1,914,250	2,859,250
2029	4,488,788,845	0.6757	1,075,000	1,867,000	2,942,000
2030	4,623,452,510	0.6752	1,215,000	1,813,250	3,028,250
2031	4,762,156,086	0.6760	1,370,000	1,752,500	3,122,500
2032	4,905,020,768	0.6755	1,530,000	1,684,000	3,214,000
2033	5,052,171,391	0.6759	1,705,000	1,607,500	3,312,500
2034	5,203,736,533	0.6760	1,890,000	1,522,250	3,412,250
2035	5,359,848,629	0.6757	2,085,000	1,427,750	3,512,750
2036	5,520,644,088	0.6757	2,295,000	1,323,500	3,618,500
2037	5,686,263,410	0.6760	2,520,000	1,208,750	3,728,750
2038	5,856,851,313	0.6755	2,755,000	1,082,750	3,837,750
2039	6,032,556,852	0.6759	3,010,000	945,000	3,955,000
2040	6,213,533,558	0.6756	3,285,000	786,975	4,071,975
2041	6,399,939,564	0.6757	3,580,000	614,513	4,194,513
2042	6,591,937,751	0.6759	3,895,000	426,563	4,321,563
2043	6,789,695,884	0.6760	4,230,000	222,075	4,452,075
Total			\$ 40,000,000	\$ 28,209,625	\$ 68,209,625



Sources			City of Wilsonville, Oregon General Obligation Bonds, Series 2023 \$50 million, Declining Levy Rate		
Par Amount	\$	49,880,000			
Premium		619,521			
Total Sources	\$	50,499,521			
Uses			Key Statistics		
Project Fund	\$	50,000,000	Average Annual Debt Service	\$	4,043,351
Costs of Issuance		249,400	Average Levy Rate		0.8248
Underwriter's Discount		249,400	Total Debt Service	\$	80,867,013
Additional Proceeds		721	True Interest Cost		5.033%
Total Uses	\$	50,499,521			
Fiscal Year Ending 6/30	Assessed Value	Estimated Levy Rate	2023 Bonds		
			Principal	Interest	Debt Service
2022	3,649,796,106	0.0000	\$ -	\$ -	\$ -
2023	3,759,289,989	0.0000	-	-	-
2024	3,872,068,689	1.0763	1,505,000	2,537,463	4,042,463
2025	3,988,230,750	1.0449	1,580,000	2,462,213	4,042,213
2026	4,107,877,672	1.0147	1,660,000	2,383,213	4,043,213
2027	4,231,114,002	0.9856	1,745,000	2,300,213	4,045,213
2028	4,358,047,422	0.9564	1,830,000	2,212,963	4,042,963
2029	4,488,788,845	0.9282	1,920,000	2,121,463	4,041,463
2030	4,623,452,510	0.9020	2,020,000	2,025,463	4,045,463
2031	4,762,156,086	0.8756	2,120,000	1,924,463	4,044,463
2032	4,905,020,768	0.8498	2,225,000	1,818,463	4,043,463
2033	5,052,171,391	0.8248	2,335,000	1,707,213	4,042,213
2034	5,203,736,533	0.8015	2,455,000	1,590,463	4,045,463
2035	5,359,848,629	0.7776	2,575,000	1,467,713	4,042,713
2036	5,520,644,088	0.7552	2,705,000	1,338,963	4,043,963
2037	5,686,263,410	0.7331	2,840,000	1,203,713	4,043,713
2038	5,856,851,313	0.7114	2,980,000	1,061,713	4,041,713
2039	6,032,556,852	0.6909	3,130,000	912,713	4,042,713
2040	6,213,533,558	0.6709	3,295,000	748,388	4,043,388
2041	6,399,939,564	0.6516	3,470,000	575,400	4,045,400
2042	6,591,937,751	0.6323	3,650,000	393,225	4,043,225
2043	6,789,695,884	0.6137	3,840,000	201,600	4,041,600
Total			\$ 49,880,000	\$ 30,987,013	\$ 80,867,013



Sources			City of Wilsonville, Oregon General Obligation Bonds, Series 2023 \$50 million, Stable Levy Rate		
Par Amount	\$	50,000,000			
Premium		503,926			
Total Sources	\$	50,503,926			
Uses			Key Statistics		
Project Fund	\$	50,000,000	Average Annual Debt Service	\$	4,263,214
Costs of Issuance		250,000	Average Levy Rate		0.8449
Underwriter's Discount		250,000	Total Debt Service	\$	85,264,275
Additional Proceeds		3,926	True Interest Cost		5.086%
Total Uses	\$	50,503,926			
Fiscal Year Ending 6/30	Assessed Value	Estimated Levy Rate	2023 Bonds Principal	2023 Bonds Interest	2023 Bonds Debt Service
2022	3,649,796,106	0.0000	\$ -	\$ -	\$ -
2023	3,759,289,989	0.0000	-	-	-
2024	3,872,068,689	0.8443	615,000	2,556,250	3,171,250
2025	3,988,230,750	0.8454	745,000	2,525,500	3,270,500
2026	4,107,877,672	0.8453	880,000	2,488,250	3,368,250
2027	4,231,114,002	0.8453	1,025,000	2,444,250	3,469,250
2028	4,358,047,422	0.8452	1,180,000	2,393,000	3,573,000
2029	4,488,788,845	0.8449	1,345,000	2,334,000	3,679,000
2030	4,623,452,510	0.8444	1,520,000	2,266,750	3,786,750
2031	4,762,156,086	0.8444	1,710,000	2,190,750	3,900,750
2032	4,905,020,768	0.8450	1,915,000	2,105,250	4,020,250
2033	5,052,171,391	0.8447	2,130,000	2,009,500	4,139,500
2034	5,203,736,533	0.8446	2,360,000	1,903,000	4,263,000
2035	5,359,848,629	0.8453	2,610,000	1,785,000	4,395,000
2036	5,520,644,088	0.8449	2,870,000	1,654,500	4,524,500
2037	5,686,263,410	0.8450	3,150,000	1,511,000	4,661,000
2038	5,856,851,313	0.8446	3,445,000	1,353,500	4,798,500
2039	6,032,556,852	0.8444	3,760,000	1,181,250	4,941,250
2040	6,213,533,558	0.8452	4,110,000	983,850	5,093,850
2041	6,399,939,564	0.8446	4,475,000	768,075	5,243,075
2042	6,591,937,751	0.8450	4,870,000	533,138	5,403,138
2043	6,789,695,884	0.8446	5,285,000	277,463	5,562,463
Total			\$ 50,000,000	\$ 35,264,275	\$ 85,264,275





Park Project Bond Package Options

The Parks and Recreation Team has narrowed down the approximately \$50 M of unfunded projects (\$70 M in today's dollars), which were identified by the Parks Bond Task Force in 2018, to three potential bond packages for consideration.

Option 1) Memorial Park Master Plan Facilitation

As Wilsonville's center piece 126 acre park, Memorial Park is in need of a modern update in alignment with the 2015 Master Plan. Option 1 is focused on the realization of this community driven Master Plan. Synthetic turf sports fields, increased parking, additional restrooms, new sport courts, improved non-motorized river access and a BMX pump track will be some of the key updates facilitated with Option 1.

Memorial Park Master Plan Facilitation	
Project	Current Cost Estimate
Memorial Park Ballfield Bathrooms & Concessions	\$ 400,000.00
Memorial Park Courts	\$ 2,000,000.00
Memorial Park East	\$ 3,000,000.00
Memorial Park Fields	\$ 14,000,000.00
Memorial Park Maintenance Facility Upgrades	\$ 1,250,000.00
Memorial Park River Access	\$ 3,510,000.00
Total	\$ 24,160,000.00

Option 2) Neighborhood Connections

Wilsonville's 275 acre park network is filled with amenities that foster great neighborhood connections. Neighborhood Park improvements are highlighted in Option 2. Improvements to Boones Ferry Park's parking, restroom and central grounds, a community scale skate park in Town Center Park, Charbonneau trail improvements, system wide neighborhood park updates and Memorial Masterplan implementation are brought forward through Option 2.

Neighborhood Connections	
Project	Current Cost Estimate
Memorial Park Ballfield Bathrooms & Concessions	\$ 400,000.00
Memorial Park Courts	\$ 2,000,000.00
Memorial Park East	\$ 3,000,000.00
Memorial Park Fields	\$ 14,000,000.00
Memorial Park Maintenance Facility Upgrades	\$ 1,250,000.00
Memorial Park River Access	\$ 3,510,000.00
Neighborhood Park Improvements	\$ 780,000.00
Boones Ferry Park Central	\$ 4,290,000.00
Charbonneau Multi-Use Path Repair/Replacement	\$ 1,950,000.00
Community Scale Skatepark - Town Center	\$ 1,040,000.00
Total	\$ 32,220,000.00

Option 3) Park System Growth and Improvement

The City of Wilsonville continues to be a city of consistent growth and development. With around 27,000 residents the desire of the community to increase Park and Recreation offerings continues to grow. Option 3 brings forward a critical growth project in the Advance Road Sports Complex. It also brings forward Memorial Park Master Plan Facilitation Projects and Neighborhood Connection Projects.

Park System Growth and Improvement	
Project	Current Cost Estimate
Memorial Park Ballfield Bathrooms & Concessions	\$ 400,000.00
Memorial Park Courts	\$ 2,000,000.00
Memorial Park East	\$ 3,000,000.00
Memorial Park Fields	\$ 14,000,000.00
Memorial Park Maintenance Facility Upgrades	\$ 1,250,000.00
Memorial Park River Access	\$ 3,510,000.00
Neighborhood Park Improvements	\$ 780,000.00
Boones Ferry Park Central	\$ 4,290,000.00
Charbonneau Multi-Use Path Repair/Replacement	\$ 1,950,000.00
Community Scale Skatepark - Town Center	\$ 1,040,000.00
Advanced Road Sports Fields	\$ 25,000,000.00
Total	\$ 57,220,000.00

WILSONVILLE PARKS & RECREATION

Phone 503-783-PLAY
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Wilsonville, OR 97070

www.wilsonvilleparksandrec.com
parksandrec@ci.wilsonville.or.us

CITY COUNCIL ROLLING SCHEDULE
Board and Commission Meetings
Items known as of 03/06/23

Item 4.

March

Date	Day	Time	Event	Location
3/8	Wednesday	6:00 pm	Planning Commission	Council Chambers
3/8	Wednesday	6:00 pm	Kitakata Sister City Advisory Comm.	Parks & Rec Admin Bldg.
3/13	Monday	6:30 pm	DRB Panel A	Council Chambers
3/14	Tuesday	6:00 pm	Diversity, Equity and Inclusion Committee & Subcommittee	Council Chambers
3/15	Wednesday	5:00 pm	Arts, Culture and Heritage Comm.	City Hall
3/20	Monday	7:00 pm	City Council Meeting	Council Chambers
3/22	Wednesday	6:30 pm	Library Board	Library
3/27	Monday	6:30 pm	DRB Panel B	Council Chambers

April

4/3	Monday	7:00 pm	City Council Meeting	Council Chambers
4/5	Wednesday	1:00 pm	Tourism Promotion Committee	Council Chambers
4/5	Wednesday	5:00 pm	Arts, Culture & Heritage Comm.	City Hall
4/10	Monday	6:30 pm	DRB Panel A	Council Chambers
4/11	Tuesday	6:00 pm	Diversity, Equity and Inclusion	Council Chambers
4/12	Wednesday	6:00 pm	Planning Commission	Council Chambers
4/13	Thursday	6:00 pm	Parks & Rec Advisory Comm. (Community Opportunity Grant Review)	Council Chambers
4/17	Monday	7:00 pm	City Council Meeting	Council Chambers
4/24	Monday	6:30 pm	DRB Panel B	Council Chambers
4/26	Wednesday	6:30 pm	Library Board	Library
4/27	Thursday	6:30 pm	DEI – Lecture Series	Wilsonville Hilton Garden Inn-Pearl Room

May

5/1	Monday	7:00 pm	City Council Meeting	Council Chambers
5/8	Monday	6:30 pm	DRB – A	Council Chambers
5/9	Tuesday	6:00 pm	DEI & DEI Lecture Subcommittee	Council Chambers

5/10	Wednesday	6:00 pm	Planning Commission	Council Chambers
5/11	Thursday	4:00 pm	Parks & Rec Advisory Board	Parks & Rec-Mt Hood Conference Room
5/15	Monday	7:00 pm	City Council Meeting	Council Chambers
5/17	Wednesday	5:00 pm	Arts, Culture & Heritage Commission	City Hall
5/17	Wednesday	6:00 pm	Budget Committee	Council Chambers
5/18	Thursday	6:00 pm	Budget Committee & URA Budget Committee	Council Chambers
5/22	Monday	6:30 pm	Wilsonville-Metro Community Enhancement Committee	Willamette 1 & 2
5/22	Monday	6:30 pm	DRB Panel B	Council Chambers
5/23	Tuesday	6:00 pm	Budget Committee	Council Chambers
5/24	Wednesday	6:30 pm	Library Board	Library
5/30	Tuesday	6:30 pm	Wilsonville – Metro Community Enhancement Committee	Council Chambers

Community Events:

MARCH

All Month:

Winter Reading Challenge
Women's History Month

- 3/7 Ukulele Jam, 9:00 am, Parks & Rec Admin Building
Quilters, 9:00 am, Tauchman House
ODHS Drop-In Assistance, 10:00 am, Wilsonville Library
Toddler & Baby Time, 10:30 am, Wilsonville Library
English Class, 10:30 am, Wilsonville Library
Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center
Toddler & Baby Time, 11:15 am, Wilsonville Library
Lunch at the Community Center, 12:00 pm, Wilsonville Community Center
ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library
Virtual Reality Fitness, 1:00 pm, Wilsonville Community Center
Beginning Tai Chi, 3:00 pm, Wilsonville Community Center
Oil Painting, 5:30 pm, Parks & Rec Admin. Building
Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center
- 3/8 Holi (all day – ancient Hindu tradition/festival)
Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
Digital Photography Club, 10:00 am, Wilsonville Community Center
Family Storytime, 10:30 am, Wilsonville Library
Sit and Be Fit, 11:00 am, Wilsonville Community Center
Lunch at the Community Center, 12:00 noon, Wilsonville Community Center

STEAM Stuff, 1:00 pm, Wilsonville Library
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center
 Teen Drop-In Activities, 3:00 pm, Wilsonville Library

- 3/9 Family Storytime, 10:30 am, Wilsonville Library
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center
 Restorative Yoga, 7:15 pm, Wilsonville Library
- 3/10 First Robotics Wilsonville District Competition (all day)
 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
 Play Group, 10:00 am, Wilsonville Library
 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 3/11 Soccer Shots, 9:00 am, Memorial Park
 Barre, 9:00 am, Wilsonville Community Center
 Oil Painting, 10:00 am, Parks & Rec Admin. Building
 Building a Garden that Supports Wildlife, 11:00 am, Wilsonville Library – Oak Room
 Book Notes Concert, 2:00 pm, Wilsonville Public Library
- 3/13 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center
 Bridge Group, 1:00 pm, Wilsonville Community Center
 Body Sculpt, 5:45 pm, Wilsonville Community Center
 Spanish Beginning 2 Class, 6:00 pm, Wilsonville Public Library
- 3/14 Ukulele Jam, 9:00 am, Parks & Rec Admin Building
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library
 Toddler & Baby Time, 10:30 am, Wilsonville Library
 English Class, 10:30 am, Wilsonville Library
 Sit, Stand and Be Fit, 11:00 am, Wilsonville Community Center
 Toddler & Baby Time, 11:15 am, Wilsonville Library
 Lunch at the Community Center, 12:00 pm, Wilsonville Community Center
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Public Library
 Virtual Reality Fitness, 1:00 pm, Wilsonville Community Center
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center
 Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center
- 3/15 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library
 Digital Photography Club, 10:00 am, Wilsonville Community Center
 Family Storytime, 10:30 am, Wilsonville Library
 Sit and Be Fit, 11:00 am, Wilsonville Community Center

Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center
 Bingo, 1:00 pm, Wilsonville Community Center
 Teen Drop-In Activities, 3:00 pm, Wilsonville Library

- 3/16 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library
 Family Storytime, 10:30 am, Wilsonville Library
 Walking Book Club, 1:00 pm, Wilsonville Library
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center
 Restorative Yoga, 7:15 pm, Wilsonville Library
- 3/17 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library
 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
 Play Group, 10:00 am, Wilsonville Library
 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 3/18 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library
 Soccer Shots, 9:00 am, Memorial Park
 Barre, 9:00 am, Wilsonville Community Center
 Sounds of Japan, 10:00 am, Wilsonville Community Center
 Blood Drive, 10:30 am, Wilsonville Public Library
 Stein-Boozier Barn – Open House, 1:00 pm
- 3/19 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library
 The Romantic Poets Class, 1:30 pm, Wilsonville Public Library – Oak Room
- 3/20 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library
 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center
 Bridge Group, 1:00 pm, Wilsonville Community Center
 Genealogy Club, 1:00 pm, Wilsonville Library
 Body Sculpt, 5:45 pm, Wilsonville Community Center
 Spanish Beginning 2 Class, 6:00 pm, Wilsonville Public Library
- 3/21 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library
 Ukulele Jam, 9:00 am, Parks & Rec Admin Building
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library
 Toddler & Baby Time, 10:30 am, Wilsonville Library
 English Class, 10:30 am, Wilsonville Library
 Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Toddler & Baby Time, 11:15 am, Wilsonville Library

Lunch at the Community Center, 12:00 pm, Wilsonville Community Center
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Public Library
 Virtual Reality Fitness, 1:00 pm, Wilsonville Community Center
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center
 Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center

3/22 Ramadan (all day)

Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library
 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
 Digital Photography Club, 10:00 am, Wilsonville Community Center
 Family Storytime, 10:30 am, Wilsonville Library
 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 STEAM Stuff, 1:00 pm, Wilsonville Library
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center
 Teen Drop-In Activities, 3:00 pm, Wilsonville Library

3/23 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library

Family Storytime, 10:30 am, Wilsonville Library
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center
 Parenting the Love and Logic Way, 6:00 pm, Parks & Rec Admin. Building
 Restorative Yoga, 7:15 pm, Wilsonville Library

3/24 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library

Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
 Play Group, 10:00 am, Wilsonville Library
 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center

3/25 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library

Soccer Shots, 9:00 am, Memorial Park
 Barre, 9:00 am, Wilsonville Community Center
 Genealogy Workshop: What the Heck Does That Say? 1:00 pm, Wilsonville Public Library

3/26 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library

The Romantic Poets Class, 1:30 pm, Wilsonville Public Library – Oak Room

3/27 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library

Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
 Chess Wizards Spring Break Camp, 9:00 am, Tauchman House
 Bike Clinic / Learn-to-Ride, 9:00 am, Wood Middle School Gym
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center

Bridge Group, 1:00 pm, Wilsonville Community Center
 Body Sculpt, 5:45 pm, Wilsonville Community Center

- 3/28 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library
 Chess Wizards Spring Break Camp, 9:00 am, Tauchman House
 Bike Clinic / Learn-to-Ride, 9:00 am, Wood Middle School Gym
 Ukulele Jam, 9:00 am, Parks & Rec Admin Building
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library
 English Class, 10:30 am, Wilsonville Library
 Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 pm, Wilsonville Community Center
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Public Library
 Virtual Reality Fitness, 1:00 pm, Wilsonville Community Center
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center
 Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center
- 3/29 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library
 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
 Chess Wizards Spring Break Camp, 9:00 am, Tauchman House
 Bike Clinic / Learn-to-Ride, 9:00 am, Wood Middle School Gym
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
 Digital Photography Club, 10:00 am, Wilsonville Community Center
 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center
- 3/30 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library
 Chess Wizards Spring Break Camp, 9:00 am, Tauchman House
 Bike Clinic / Learn-to-Ride, 9:00 am, Wood Middle School Gym
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center
 Parenting the Love and Logic Way, 6:00 pm, Parks & Rec Admin. Building
 Restorative Yoga, 7:15 pm, Wilsonville Library
- 3/31 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library
 Cesar Chavez Day, All Day
 International Transgender Day of Visibility, All Day
 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
 Chess Wizards Spring Break Camp, 9:00 am, Tauchman House
 Bike Clinic / Learn-to-Ride, 9:00 am, Wood Middle School Gym
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
 Play Group, 10:00 am, Wilsonville Public Library
 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center

April**All Month:**

National Deaf Heritage Month
Arab American Heritage Month

- 4/1 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library
Soccer Shots, 9:00 am, Memorial Park
Barre, 9:00 am, Wilsonville Community Center
- 4/2 Spring Break Scavenger Hunt (all day) (3/15 – 4/2), Wilsonville Public Library
The Romantic Poets Class, 1:30 pm, Wilsonville Public Library
- 4/3 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
Weight Loss Support Group, 12:30 pm, Wilsonville Community Center
Bridge Group, 1:00 pm, Wilsonville Community Center
Body Sculpt, 5:45 pm, Wilsonville Community Center
Spanish Beginning 2 Class, 6:00 pm, Wilsonville Public Library
- 4/4 Ukulele Jam, 9:00 am, Parks & Rec Admin Building
Quilters, 9:00 am, Tauchman House
ODHS Drop-In Assistance, 10:00 am, Wilsonville Library
Toddler & Baby Time, 10:30 am, Wilsonville Public Library – Oak Room
English Class, 10:30 am, Wilsonville Library
Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center
Toddler & Baby Time, 11:15 am, Wilsonville Public Library – Oak Room
Lunch at the Community Center, 12:00 pm, Wilsonville Community Center
ODHS Drop-In Assistance 1:00 pm, Wilsonville Public Library
Virtual Reality Fitness, 1:00 pm, Wilsonville Community Center
Beginning Tai Chi, 3:00 pm, Wilsonville Community Center
Oil Painting, 5:30 pm, Parks & Rec Admin Bldg
Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center
- 4/5 Passover (all day)
Earth Month Walk+Roll (all day)
Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
Digital Photography Club, 10:00 am, Wilsonville Community Center
Family Storytime, 10:30 am, Wilsonville Public Library
PROFILES, 11:00 am, online
Sit and Be Fit, 11:00 am, Wilsonville Community Center
Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center
Bingo, 1:00 pm, Wilsonville Community Center
Teen Drop-In Activities, 3:00 pm, Wilsonville Library

- 4/6 Family Storytime, 10:30 am, Wilsonville Public Library
Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center
Beginning Tai Chi, 3:00 pm, Wilsonville Community Center
Parenting the Love and Logic Way, 6:00 pm, Parks & Rec Admin. Building
Restorative Yoga, 7:15 pm, Wilsonville Library
- 4/7 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
Play Group, 10:00 am, Wilsonville Public Library
Sit and Be Fit, 11:00 am, Wilsonville Community Center
Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
First Friday Films, 3:00 pm, Wilsonville Library
- 4/8 Barre, 9:00 am, Wilsonville Community Center
Wilsonville Egg Hunt, 10:00 am, Memorial Park Fields
Oil Painting, 10:00 am, Parks & Rec Building
Repair Fair, 10:00 am, Wilsonville Public Library
Book Notes Concert, 2:00 pm, Wilsonville Library
- 4/10 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
Weight Loss Support Group, 12:30 pm, Wilsonville Community Center
Bridge Group, 1:00 pm, Wilsonville Community Center
Body Sculpt, 5:45 pm, Wilsonville Community Center
Spanish Beginning 2 Class, 6:00 pm, Wilsonville Public Library
- 4/11 Ukulele Jam, 9:00 am, Parks & Rec Admin Building
Quilters, 9:00 am, Tauchman House
Zumba Gold, 9:40 am, Wilsonville Community Center
ODHS Drop-In Assistance, 10:00 am, Wilsonville Library
Toddler & Baby Time, 10:30 am, Wilsonville Public Library
English Class, 10:30 am, Wilsonville Library
Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center
Toddler & Baby Time, 11:15 am Wilsonville Public Library
Lunch at the Community Center, 12:00 pm, Wilsonville Community Center
ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library
Virtual Reality Fitness, 1:00 pm, Wilsonville Community Center
Beginning Tai Chi, 3:00 pm, Wilsonville Community Center
Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center
- 4/12 Digital Photography Club, 10:00 am, Wilsonville Community Center
Family Storytime, 10:30 am, Wilsonville Public Library
Sit and Be Fit, 11:00 am, Wilsonville Community Center
Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center
STEAM Stuff, 1:00 pm, Wilsonville Public Library

Teen Drop-In Activities, 3:00 pm, Wilsonville Public Library

- 4/13 Family Storetime, 10:30 am, Wilsonville Public Library
Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center
Beginning Tai Chi, 3:00 pm, Wilsonville Community Center
Parenting the Love and Logic Way, 6:00 pm, Parks & Rec Admin Bldg
Restorative Yoga, 7:15 pm, Wilsonville Library
- 4/14 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
Play Group, 10:00 am, Wilsonville Public Library
Sit and Be Fit, 11:00 am, Wilsonville Community Center
Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 4/15 Soccer Shots, 9:00 am, Memorial Park
Barre, 9:00 am, Wilsonville Community Center
Space Talks, 11:00 am, Wilsonville Public Library – Oak Room
- 4/16 The Romantic Poets Class, 1:30 pm, Wilsonville Public Library
- 4/17 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
Weight Loss Support Group, 12:30 pm, Wilsonville Community Center
Bridge Group, 1:00 pm, Wilsonville Community Center
Genealogy Club, 1:00 pm, Wilsonville Library – Oak Room
Body Sculpt, 5:45 pm, Wilsonville Community Center
Spanish Beginning 2 Class, 6:00 pm, Wilsonville Public Library
- 4/18 Ukulele Jam, 9:00 am, Parks & Rec Admin Building
Quilters, 9:00 am, Tauchman House
ODHS Drop-In Assistance, 10:00 am, Wilsonville Library
Toddler & Baby Time, 10:30 am, Wilsonville Public Library
English Class, 10:30 am, Wilsonville Library
Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center
Toddler & Baby Time, 11:15 am, Wilsonville Public Library
Lunch at the Community Center, 12:00 pm, Wilsonville Community Center
ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library
Virtual Reality Fitness, 1:00 pm, Wilsonville Community Center
Beginning Tai Chi, 3:00 pm, Wilsonville Community Center
Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center
- 4/19 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
Digital Photography Club, 10:00 am, Wilsonville Community Center
Family Storytime, 10:30 am, Wilsonville Public Library
Sit and Be Fit, 11:00 am, Wilsonville Community Center

Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center
 Bingo, 1:00 pm, Wilsonville Community Center
 Teen Drop-In Activities, 3:00 pm, Wilsonville Library

- 4/20 Family Storytime, 10:30 am, Wilsonville Public Library
 Walking Book Club, 1:00 pm, Wilsonville Library
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center
 Parenting the Love and Logic Way, 6:00 pm, Parks & Rec Admin Bldg
 Restorative Yoga, 7:15 pm, Wilsonville Library
- 4/21 Eld-al-Fitr (all day)
 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
 Play Group, 10:00 am, Wilsonville Public Library – Oak Room
 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 4/22 Soccer Shots, 9:00 am, Memorial Park
 Barre, 9:00 am, Wilsonville Community Center
 Space Talks, 11:00 am, Wilsonville Public Library
- 4/23 The Romantic Poets Class, 1:30 pm, Wilsonville Public Library
- 4/24 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center
 Bridge Group, 1:00 pm, Wilsonville Community Center
 Body Sculpt, 5:45 pm, Wilsonville Community Center
- 4/25 Ukulele Jam, 9:00 am, Parks & Rec Admin Building
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library
 Toddler & Baby Time, 10:30 am, Wilsonville Public Library
 English Class, 10:30 am, Wilsonville Library
 Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Toddler & Baby Time, 11:15 am, Wilsonville Public Library
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library
 Virtual Reality Fitness, 1:00 pm, Wilsonville Community Center
 Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center
- 4/26 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
 Digital Photography Club, 10:00 am, Wilsonville Community Center
 Family Storytime, 10:30 am, Wilsonville Public Library

Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center
 STEAM Stuff, 1:00 pm, Wilsonville Public Library
 Teen Drop-In Activities, 3:00 pm, Wilsonville Public Library

- 4/27 Family Storytime, 10:30 am, Wilsonville Public Library
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center
 Parenting the Love and Logic Way, 6:00 pm, Parks & Rec Admin Bldg
 Restorative Yoga, 7:15 pm, Wilsonville Library
- 4/28 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
 Play Group, 10:00 am, Wilsonville Public Library
 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 4/29 Soccer Shots, 9:00 am, Memorial Park
 Barre, 9:00 am, Wilsonville Community Center
- 4/30 The Romantic Poets Class, 1:30 pm, Wilsonville Public Library

May

All Month:

Asian American and Pacific Islander Heritage Month
 Jewish American Heritage Month

- 5/1 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center
 Bridge Group, 1:00 pm, Wilsonville Community Center
- 5/2 Ukulele Jam, 9:00 am, Parks & Rec Admin Building
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library
 Toddler & Baby Time, 10:30 am, Wilsonville Library
 English Class, 10:30 am, Wilsonville Library
 Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Toddler & Baby Time, 11:15 am, Wilsonville Library
 Lunch at the Community Center, 12:00 pm, Wilsonville Community Center
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library
- 5/3 Walk+Roll May Challenge (all day)
 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
 Digital Photography Club, 10:00 am, Wilsonville Community Center

Family Storytime, 10:30 am, Wilsonville Library
 PROFILES, 11:00 am, (online)
 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Walk at Lunch, 12:00 pm, Academy Mortgage
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center
 Bingo, 1:00 pm, Wilsonville Community Center
 STEAM Stuff, 1:00 pm, Wilsonville Library
 Teen Drop-In Activities, 3:00 pm, Wilsonville Library

- 5/4 Family Storytime, 10:30 am, Wilsonville Library
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center
- 5/5 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center
 Play Group, 10:00 am, Wilsonville Library
 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
 First Friday Films, 3:00 pm, Wilsonville Library
- 5/6 Bulky Waste Day, 9:00 am-1:00 pm, see Wilsonville Website for details
 Soccer Shots, 9:00 am, Memorial Park
 Space Talks, 11:00 am, Wilsonville Library
- 5/8 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center
 Bridge Group, 1:00 pm, Wilsonville Community Center
- 5/9 Ukulele Jam, 9:00 am, Parks & Rec Admin Building
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library
 Toddler & Baby Time, 10:30 am, Wilsonville Library
 English Class, 10:30 am, Wilsonville Library
 Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 pm, Wilsonville Community Center
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library
- 5/10 Digital Photography Club, 10:00 am, Wilsonville Community Center
 Family Storytime, 10:30 am, Wilsonville Library
 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Walk at Lunch, 12:00 pm, Corner Coffee Shoppe
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center
 Teen Drop-In Activities, 3:00 pm, Wilsonville Library
- 5/11 Family Storytime, 10:30 am, Wilsonville Library
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center

- 5/12 Play Group, 10:00 am, Wilsonville Library
 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 5/13 Soccer Shots, 9:00 am, Memorial Park
 Space Talks, 11:00 am, Wilsonville Library
 Book Notes Concert, 2:00 pm, Wilsonville Library
- 5/15 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center
 Bridge Group, 1:00 pm, Wilsonville Community Center
 Genealogy Club, 1:00 pm, Wilsonville Library
- 5/16 Ukulele Jam, 9:00 am, Parks & Rec Admin Building
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library
 Toddler & Baby Time, 10:30 am, Wilsonville Library
 English Class, 10:30 am, Wilsonville Library
 Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Toddler & Baby Time, 11:15 am, Wilsonville Library
 Lunch at the Community Center, 12:00 pm, Wilsonville Community Center
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library
- 5/17 Digital Photography Club, 10:00 am, Wilsonville Community Center
 Family Storytime, 10:30 am, Wilsonville Library
 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Walk at Lunch, 12:00 pm, Nichols Family Agency
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center
 Bingo, 1:00 pm, Wilsonville Community Center
 STEAM Stuff, 1:00 pm, Wilsonville Library
- 5/18 Family Storytime, 10:30 am, Wilsonville Library
 Walking Book Club, 1:00 pm, Wilsonville Library
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center
- 5/19 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 5/20 Soccer Shots, 9:00 am, Memorial Park
- 5/22 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center
 Bridge Group, 1:00 pm, Wilsonville Community Center

- 5/23 Ukulele Jam, 9:00 am, Parks & Rec Admin Building
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library
 English Class, 10:30 am, Wilsonville Library
 Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 pm, Wilsonville Community Center
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library
- 5/24 Digital Photography Club, 10:00 am, Wilsonville Community Center
 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Walk at Lunch, 12:00 pm, Josh Goldston of Edward Jones
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center
- 5/25 Ladies Afternoon Out, Wilsonville Community Center
- 5/26 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 5/29 Memorial Day – Office Closed
- 5/30 Ukulele Jam, 9:00 am, Parks & Rec Admin Building
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library
 English Class, 10:30 am, Wilsonville Library
 Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library
- 5/31 Digital Photography Club, 10:00 am, Wilsonville Community Center
 Sit and Be Fit, 11:00 am, Wilsonville Community Center
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center
 STEAM Stuff, 1:00 pm, Wilsonville Library



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 20, 2023	Subject: Resolution No. 2989 A Resolution of the City of Wilsonville Authorizing the City Manager to Enter into a Master License and Right-of-Way Use Agreement for Small Wireless Facilities in the Public Rights-of-Way with New Cingular Wireless PCS, LLC Staff Member: Amanda Guile-Hinman, City Attorney Department: Legal	
Action Required <input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	Advisory Board/Commission Recommendation <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to adopt the Consent Agenda.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Consider whether to authorize the City Manager to enter into a Master License and Right-of-Way Use Agreement for Small Wireless Facilities in the Public Rights-of-Way with New Cingular Wireless PCS, LLC (Exhibit 1 to Resolution No. 2989) and to rely on such Master License as a template for any future master license agreement requested by any other small wireless facility provider.

EXECUTIVE SUMMARY:

The Telecommunications Act of 1996, as amended (the “Act”), provides the federal statutory framework for the deployment of telecommunications in the United States. The Act preserves the authority of local jurisdictions, including the City, to control access to and use of the rights-of-way within the City’s jurisdictional boundaries, and to require reasonable compensation for such use on a competitively-neutral and nondiscriminatory basis, so long as such compensation is disclosed. *See* 47 USC 253.

Interpretation of the Act is delegated to the Federal Communications Commission (“FCC”). When small wireless facility telecommunication technology, typically seen as antennas and related infrastructure on, within, near, and under streetlight poles, emerged, the FCC sought to interpret the Act and apply its provisions to encourage the deployment of small wireless facilities. Particularly in 2018, the FCC imposed new regulations and issued new rulings regarding the deployment of small wireless facilities and local jurisdictions’ ability to regulate such deployments.

In early 2019, the City adopted new regulations via Ordinance No. 831 and Resolution No. 2720 in light of the new FCC regulations. Since the adoption of these new federal and local regulations, the City requires small wireless facility providers seeking to deploy small wireless facilities within the public rights-of-way to enter into an overarching master license agreement that generally grants a non-exclusive right to access the public rights-of-way to install, maintain, and operate small wireless facility and related infrastructure, subject to site-specific licenses for any particular location.

New Cingular Wireless PCS, LLC seeks to enter into such a master license agreement with the City and the parties negotiated the Master License and Right-of-Way Use Agreement for Small Wireless Facilities in the Public Rights-of-Way, attached to Resolution No. 2989 as **Exhibit 1**. Staff recommends that: (1) the Council authorize the City Manager to execute the Master License and Right-of-Way Use Agreement for Small Wireless Facilities in the Public Rights-of-Way with New Cingular Wireless PCS, LLC; and (2) that Exhibit 1 serve as the template for any future master license agreements sought by small wireless facility providers.

EXPECTED RESULTS:

Standardized agreements for small wireless facility providers and coordinated deployment of future small wireless facilities in the public rights-of-way.

TIMELINE:

This is an initial step required for a small wireless facility provider to then apply to the City to deploy small wireless facilities in specific locations. Those locations are subject to a site-specific license agreement.

CURRENT YEAR BUDGET IMPACTS:

The agreement contemplates a license fee in the event that any site-specific license is sought and a fee of \$12,000 that New Cingular Wireless PCS, LLC must pay to the City prior to the City signing the Master License and Right-of-Way Use Agreement for Small Wireless Facilities in the Public Rights-of-Way.

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

N/A

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

A. Resolution No. 2989

1. Master License and Right-of-Way Use Agreement for Small Wireless Facilities in the Public Rights-of-Way

RESOLUTION NO. 2989**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER LICENSE AND RIGHT-OF-WAY USE AGREEMENT FOR SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY WITH NEW CINGULAR WIRELESS PCS, LLC.**

WHEREAS, the Telecommunications Act of 1996, as amended, and more specifically, 47 U.S.C. § 253, preserves the City of Wilsonville's ("City") authority to control access to and use of the rights-of-way within the City's jurisdictional boundaries, and to require reasonable compensation for such use on a competitively-neutral and nondiscriminatory basis, so long as such compensation is disclosed; and

WHEREAS, the Federal Communications Commission ("FCC") adopted rules and made declaratory rulings interpreting various provisions of the Telecommunications Act, including 47 U.S.C. § 253; and

WHEREAS, the City desires to provide a fair and predictable process for the deployment of small wireless facilities in the public rights-of-way that complies with the FCC regulations while managing the public rights-of-way in a manner that promotes the interests of the public health, safety, and welfare; and

WHEREAS, the City requires small wireless facility providers seeking to deploy small wireless facilities within the public rights-of-way to enter into an overarching master license agreement that generally grants a non-exclusive right to access the public rights-of-way to install, maintain, and operate small wireless facility and related infrastructure, subject to site-specific licenses for any particular location; and

WHEREAS, New Cingular Wireless PCS, LLC seeks to enter into such a master license agreement with the City; and

WHEREAS, the parties have negotiated the Master License and Right-of-Way Use Agreement for Small Wireless Facilities in the Public Rights-of-Way, attached hereto and incorporated by reference herein as **Exhibit 1**, which the City intends to use as a template for any future master license agreements sought by small wireless facility providers.

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

Section 1. The City Manager is hereby authorized to enter into a Master License and Right-of-Way Use Agreement for Small Wireless Facilities in the Public Rights-of-Way that is substantially similar to Exhibit 1 attached hereto.

Section 2. The Master License and Right-of-Way Use Agreement for Small Wireless Facilities in the Public Rights-of-Way attached hereto as Exhibit 1 is the template for any future master license agreement requested by any other small wireless facility provider.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of March, 2023, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

1. Master License and Right-of-Way Use Agreement for Small Wireless Facilities in the Public Rights-of-Way

**MASTER LICENSE AND RIGHT-OF-WAY USE AGREEMENT
FOR SMALL WIRELESS FACILITIES IN THE
PUBLIC RIGHTS-OF-WAY**

between

CITY OF WILSONVILLE, a chartered Oregon municipal corporation,

and

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company

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MASTER LICENSE AND RIGHT-OF-WAY USE AGREEMENT FOR SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

This Master License and Right-of-Way Use Agreement for Small Wireless Facilities in the Public Rights-of-Way (“**Master License**”) dated _____, 2022 (the “**Effective Date**”) is between the **CITY OF WILSONVILLE**, a chartered Oregon municipal corporation (the “**City**”), and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company (“**Licensee**”).

RECITALS

- A. **WHEREAS**, Section 253 of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, codified as 47 U.S.C. § 253, preserves the City’s authority to control access to and use of the rights-of-way within the City’s jurisdictional boundaries, and to require reasonable compensation for such use on a competitively-neutral and nondiscriminatory basis, so long as such compensation is disclosed; and
- B. **WHEREAS**, on September 27, 2018, the Federal Communications Commission adopted a Declaratory Ruling and Third Report and Order (FCC 18-133) in the rulemaking proceeding entitled *Accelerating Wireless Broadband by Removing Barriers to Infrastructure Investment*, WT Docket No. 17-79 (the “**Order**”), which interpreted various provisions in the Telecommunications Act in a manner that, *inter alia*: (1) limited the compensation that state and local governments may receive from wireless communication and infrastructure providers for access to their public rights-of-way and government-owned infrastructure; (2) significantly curtailed state and local discretionary authority over wireless facility placement and design; and (3) imposed procedural regulations that require state and local governments to negotiate agreements, such as this Master License, and approve or deny associated permit applications within sixty (60) or ninety (90) days; and
- C. **WHEREAS**, the City generally desires to license space in its Public Rights-of-Way (as defined below) to wireless communication providers on negotiated terms and conditions but finds that the Order’s provisions leave the City with no incentive or time to conduct such negotiations and, as a result, the City has adopted this Master License, including the Site Licenses that may be entered into pursuant to the terms and conditions in this Master License, as a mandatory form agreement from which no substantive changes can be made by any licensee; and
- D. **WHEREAS**, Licensee desires to install and maintain wireless communications facilities consisting of Licensee’s Equipment (as defined below) attached to certain Vertical Infrastructures and/or Utility Infrastructure in certain portions of the Public Rights-of-Way within the City’s territorial and/or jurisdictional boundaries; and
- E. **WHEREAS**, Licensee warrants and represents to the City that Licensee has the authority under applicable Laws to install and maintain communications facilities within the State of Oregon, which include wireless communications facilities, in the Public Rights-of-Way within the geographic area that encompasses the City’s territorial and/or jurisdictional boundaries to provide wireless communications services; and

- F. **WHEREAS**, Licensee desires to install, maintain, and operate wireless communications facilities on Vertical Infrastructure and/or Utility Infrastructure within the City's Public Rights-of-Way and the City has a duty to derive appropriate value from the City's Public Rights-of-Way for the public good; and
- G. **WHEREAS**, Licensee desires to install, maintain, and operate wireless communications facilities in the Public Rights-of-Way in a manner consistent with the City's regulatory authority and Licensee is willing to compensate the City for the right to use the City's Public Rights-of-Way; and
- H. **WHEREAS**, the parties desire to enter into this Master License to establish a process by which Licensee may request to license from the City specific Public Rights-of-Way locations, and to establish the rates, terms, and conditions that will be generally applicable to use of the Public Rights-of-Way locations; and
- I. **WHEREAS**, if Licensee desires to operate wireless facilities on Vertical Infrastructure and/or Utility Infrastructure that is owned by a party other than Licensee, then Licensee must first obtain separate rights to install its wireless facilities in or on such Vertical Infrastructure and/or Utility Infrastructure pursuant to leases, licenses, or other written agreements with the owner(s) of such Vertical Infrastructure and/or Utility Infrastructure; and
- J. **WHEREAS**, consistent with federal and Oregon law, the City does not intend this Master License to grant the Licensee any exclusive right to use or occupy the Public Rights-of-Way within the City's territorial and/or jurisdictional boundaries, and Licensee expressly acknowledges that the City may, in its sole discretion, enter into agreements with other entities, which include, without limitation, Licensee's competitors.

NOW, THEREFORE, for good, valuable, and sufficient consideration, received and acknowledged by the City and Licensee, the City and Licensee agree as follows:

AGREEMENT

1. GENERAL DEFINITIONS

"Acknowledgment Letter" means the letter that Licensee submits to the City that indicates the Licensee has obtained all Regulatory Approvals and other requirements, as more particularly described in **Exhibit A-4** (Form of Acknowledgment Letter), and that serves as Licensee's notice to proceed with the installation after the City countersigns the Acknowledgment Letter and delivers it to Licensee.

"Additional Fees" means, collectively, any sums payable by Licensee to the City as the Licensor, which includes, without limitation, any Late Fees, default interest, Reimbursement Fees, costs in connection with a request for the City's consent to an assignment or other transfer under **Section 20** (Assignment and Other Transfers) and Default Fees under **Section 18.5**; provided, however, that the term excludes any (1) License Fees; (2) Administrative Fees; (3) any other amounts payable to the City by Licensee in connection with reviewing Site License Applications or coordinating and inspecting Equipment installed within the License Area; and (4) any other payments to the City in its regulatory capacity, which includes, without limitation, Regulatory Fees and cost-based fees for permit issuance.

“Administrative Fees” means, collectively, the Master License Administrative Fee (as defined in **Section 4.2.1**) and any Site License Application Fees (as defined in **Section 4.2.2**).

“Affiliate” means an entity that directly or indirectly Controls, is Controlled by, or is under Common Control with Licensee.

“Agent” means a party’s agent, employee, director, officer, contractor, subcontractor, or representative in relation to this Master License, any Site License, or the License Area.

“Annual Fee” means the annual fee for use of the Public Rights-of-Way in connection with each licensed License Area authorized under any Site License, as specified in **Schedule 1** (Annual Fee Schedule).

“Approved Plans” means the detailed plans and equipment specifications, which include, without limitation, all equipment, mounts, hardware, utilities, cables, conduits, signage, concealment elements, poles, and other improvements proposed by Licensee and approved by the City in connection with the License Area, as more particularly described in **Exhibit A-2** (Licensee’s Plans and Specifications) to any approved Site License.

“Broker” means any licensed real estate broker or other person who could claim a right to a commission or “finder’s fee” in connection with the license(s) or other real estate rights contemplated or conveyed in this Master License.

“Business Days” means Monday through Friday, excluding any holidays observed by the City of Wilsonville where City Hall is closed to the public in observance of the holiday. If not designated herein as a Business Day, reference to “days” shall mean calendar days.

“City Council” means the City Council of the City of Wilsonville.

“City Engineer” means the City of Wilsonville City Engineer or his or her designee.

“City Property” means any interest in real or personal property owned or controlled by the City, which includes, without limitation, any and all (1) land, air, and water areas; (2) license interests, leasehold interests, possessory interests, easements, franchises, and other appurtenant rights or interests; (3) Public Rights-of-Way or public utility easements; and (4) physical improvements such as buildings, structures, infrastructure, utility, and other facilities, and alterations, installations, fixtures, furnishings, and additions to existing real property, personal property, and improvements.

“Claim” means any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties, and expenses, whether direct or indirect.

“Common Control” means two or more entities that are Controlled by a same third entity.

“Control” means (1) as to a corporation, stock ownership with the right to exercise more than fifty percent (50%) of the total combined voting power of all classes of stock, issued and outstanding, of the controlled corporation; or (2) as to partnerships and other business association forms, more than fifty percent (50%) ownership of the beneficial interest and voting control of such association.

“Default Fee” is defined in **Section 18.5** (Default Fees).

“Environmental Laws” means any Law in relation or connection to industrial hygiene, environmental conditions, or Hazardous Materials (as defined below).

“Equipment” means antennas, radios, and any associated utility or equipment box, battery backup, transmitters, receivers, amplifiers, ancillary fiber-optic cables and/or wiring, and ancillary equipment used for radio or other wireless communication (voice, data, or otherwise) transmission and/or reception, which includes, without limitation, the means, devices, and apparatus used to attach any Equipment to any Vertical Infrastructure, and any ancillary equipment such as wiring, cabling, power feeds, or any similar things, any ground based equipment and/or power pedestals needed for the operation of Equipment attached to a Vertical Infrastructure, and any signage attached to such Equipment that may be approved by the City or required by Law.

“Expiration Date” means the date on which this Master License will automatically expire.

“FCC” means the Federal Communications Commission or its duly appointed successor agency.

“Hazardous Material” means any material that, due to its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any local, regional, state, or federal body with jurisdiction and responsibility for issuing Regulatory Approvals in accordance with applicable Laws to pose a present or potential hazard to the environment, including human or animal health, welfare, or safety, or to the health or safety of any environmental condition. The term “Hazardous Material” will be broadly construed, and includes, without limitation, the following: (1) any material or substance defined as a “hazardous substance,” “pollutant,” or “contaminant” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified as 42 U.S.C. §§ 9601 *et seq.*); (2) any petroleum, including crude oil or any fraction thereof, natural gas, or natural gas liquids; or (3) any substance, material, or product defined or designated as hazardous, toxic, radioactive, or dangerous, regulated wastes or substances, or any other similar term in or under any Environmental Laws as now apply or may apply in the future.

“Indemnified City Party” or **“Indemnified City Parties”** means the City and its Agents, Invitees, elected and appointed officials, and volunteers.

“Investigate and Remediate” means the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under, over, along, or about the License Area or that has been, is being, or is in danger of being released into the environment, and to clean up, remove, contain, treat, stabilize, monitor, or otherwise control such Hazardous Material.

“Invitee” means the client, customer (to the extent Licensee deploys Equipment for use by third-party wireless carrier customers), invited guest, tenant, subtenant, licensee, sublicensee, and/or assignee of a party in relation to the License Area.

“Late Fee” means a fee that will be charged by the City to Licensee for failure to make timely payment, pursuant to the terms set forth in **Section 4.3**.

“Laws” means all present and future statutes, ordinances, codes, orders, policies, regulations, and implementing requirements and restrictions by federal, state, county, and/or municipal authorities,

whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

“License Area” means the designated spaces within the Public Rights-of-Way where Licensee installs, operates, and maintains Equipment, which includes, without limitation, any conduits, chases, risers, trays, pipes, vaults, pull boxes, and hand holes on Vertical Infrastructure, Utility Infrastructure, and/or on, in, over, or under the ground of the Public Rights-of-Way for the Permitted Use, as identified on the Approved Plans as licensed to Licensee. The parties may use the term “License Area” to refer to those spaces licensed to Licensee under an individual Site License or to refer to all spaces collectively licensed to Licensee under all Site Licenses in connection with this Master License.

“Licensee’s On-Call Representative” means the person(s) assigned by Licensee to be on-call and available to the City regarding the operation of Licensee’s Equipment. Such person(s) shall be qualified and experienced in the operation of Equipment and shall be authorized to act on behalf of Licensee in any emergency and in day-to-day operations of the Equipment. Licensee’s On-Call Representative must have an emergency pager activated twenty-four (24) hours per day, seven (7) days per week.

“Municipal Code” means the City of Wilsonville Municipal Code, as may be amended or superseded.

“NESC” means the National Electrical Safety Code, as may be amended or superseded, published by the Institute of Electrical and Electronics Engineers.

“Permitted Use” is defined in **Section 5.1** (Permitted Use).

“PUC” means the Public Utility Commission of Oregon established in the Oregon Revised Statutes, Title 57, Chapter 756, or the PUC’s duly appointed successor agency.

“Public Rights-of-Way” means and includes, but is not limited to, the space in, upon, above, along, across, over, or under the public streets, roads, highways, public alleys, bridges, sidewalks, bicycle lanes, or other public ways or areas primarily used or dedicated for vehicular transportation within the City’s territorial and/or jurisdictional boundaries and subject to the City’s management regulations. The term “Public Rights-of-Way” does not include City parks, parkland, or other City Property not generally open to the public for vehicular transportation and does not include any private property, private utility easements, any public easements for pedestrian ingress and egress across private property, or any other public easement not dedicated for use as a public road or highway. This definition applies only to the extent of the City’s right, title, interest, and authority to grant a license to occupy and use such areas for wireless communications facilities.

“Public Works Director” means the City of Wilsonville Director of Public Works or his or her designee.

“Regulatory Approvals” means all licenses, permits, and other approvals necessary for Licensee to install, operate, and maintain Equipment, Vertical Infrastructure, and/or Utility Infrastructure within the License Area.

“Release” when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, over, along, or about the License Area, other City Property, or the environment.

“**RF**” means radio frequency or electromagnetic waves.

“**Site License**” means the document in the form of **Exhibit A** (Form of Site License Agreement) that, when fully executed, incorporates the provisions of this Master License and authorizes Licensee to install, operate, and maintain Equipment, Vertical Infrastructure, and/or Utility Infrastructure for the Permitted Use within the License Area identified in the Site License.

“**Site License Application**” is defined in **Section 6.2** (Site License Application), and when completed and accepted by the City, becomes the Site License.

“**Site License Effective Date**” means the first day of the month immediately following both the City and Licensee fully executing a Site License. As an illustration, and not a limitation, if the last party to execute a Site License signs on September 4, 2021, the Site License Effective Date would be October 1, 2021.

“**Term**” means the term of this Master License, as defined in **Section 3.1** (Master License Term).

“**Utility Infrastructure**” means any and all forms of power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication services (1) approved by the City for use by Licensee and (2) reasonably related to the operation of and reasonably capable of being used in connection with Equipment and/or a Vertical Infrastructure located in the Public Rights-of-Way. Utility Infrastructure does not include City Property indirectly related to a License Area.

“**Vertical Infrastructure**” means all poles or similar facilities owned, leased, licensed, or otherwise controlled by Licensee and located in the Public Rights-of-Way, including, but not limited to, streetlight poles and utility poles owned by the City, Licensee, and/or third parties such as PGE.

2. SCOPE OF LICENSE

2.1. Site License Issuance and Effect

Subject to the terms and conditions in this Master License, including, without limitation, Licensee’s obligation to obtain a Site License and all Regulatory Approvals, the City does hereby grant to Licensee, and Licensee’s successors and assigns, as approved by the City of Wilsonville under **Section 20** of this Master License, a non-exclusive right, with the privilege and authority to access the Public Rights-of-Way to install, construct, repair, replace, maintain, and operate Vertical Infrastructure, Utility Infrastructure, and/or Equipment in, on, under, and over the surface of the Public Rights-of-Way within a License Area for the Permitted Use. The license granted herein is revocable only in accordance with the terms and conditions of this Master License. After the City issues a Site License to Licensee, the City shall not grant any third parties any present possessory rights or privileges to use or occupy the same space used or occupied by Licensee, as shown in the Approved Plans; provided, however, the City may grant rights or privileges to use any other locations within the Public Rights-of-Way in close proximity to any of Licensee’s License Areas, for any purpose, except to the extent expressly provided otherwise in this Master License. This Master License and any Site Licenses issued hereunder do not govern under what terms and conditions the City, in its proprietary capacity as the owner of Vertical Infrastructure, Utility Infrastructure, or other City Property in the Public Rights-of-Way, would lease, license, or otherwise allow Licensee’s Equipment on such property or structures.

2.2. License Area

2.2.1. Limitations on License Areas

This Master License applies to only those certain areas in, on, under, and over the Public Rights-of-Way identified in final and fully executed Site Licenses as the License Area. This Master License does not authorize Licensee or any other persons or entities to enter onto or to use any other City Property, except the Public Rights-of-Way constituting the License Areas specified in any fully executed Site Licenses. Licensee expressly acknowledges and agrees that the City will not be obligated to issue any Site License or other license to Licensee for any purpose related to any City Property, including City-owned Vertical Infrastructure and Utility Infrastructure. Licensee must obtain separate leases, licenses, or other agreements from the City to install its Equipment on such City-owned Vertical Infrastructure, Utility Infrastructure, or other City Property within any proposed License Area prior to or concurrent with submitting a Site License Application for any proposed License Area under this Master License. Notwithstanding the foregoing, Licensee acknowledges and understands that the property owner's signature on the City Wireless Communication Facility Permit application is required for Licensee to submit the Wireless Communication Facility Permit application to the City. The City's decision to provide its signature as the property owner consenting to any Wireless Communication Facility Permit application or Site License Application in connection with City-owned Vertical Infrastructure and/or Utility Infrastructure is not, and will not be deemed to be, a regulatory determination subject to any administrative appeal, but is an exercise of the City's authority over its own City Property. In the event that Licensee cannot obtain such separate leases, licenses, or other agreements from the City to install its Equipment on City-owned Vertical Infrastructure and/or Utility Infrastructure within any proposed License Area, Licensee may submit a Site License Application for installation of its Equipment on Licensee-owned Vertical Infrastructure and/or Utility Infrastructure in an alternative License Area in close proximity to the originally desired License Area, subject to the terms and conditions of this Master License, all Regulatory Approvals, and applicable Laws.

2.2.2. License Area Condition

Licensee expressly acknowledges and agrees to enter onto and to use the License Area in its **"as-is, where-is, and with all faults"** condition. The City makes no representations or warranties whatsoever, whether express or implied, as to the License Area's condition or suitability for Licensee's use. Licensee expressly acknowledges and agrees that neither the City nor its Agents have made, and the City expressly disclaims, any representations or warranties whatsoever, whether express or implied, with respect to the License Area's physical, structural, or environmental condition, the License Area's present or future suitability for the Permitted Use, or any other matter related to the License Area.

2.2.3. Licensee's Due Diligence

Licensee expressly represents and warrants to the City that Licensee has conducted its own due diligence and independent investigation, either for itself or through an Agent selected by Licensee, into the License Area's condition and suitability for Licensee's intended use, and that Licensee relies solely on its due diligence for such determination. Licensee further expressly

represents and warrants to the City that Licensee's intended use is the Permitted Use, as defined in **Section 5** in this Master License.

2.3. Limitations on Licensee's Interests

2.3.1. Limited Interest Created

Licensee expressly acknowledges and agrees that: (1) Licensee does not have any rights to use, or interest in, any Public Rights-of-Way for any purpose whatsoever until and unless the City issues a Site License that covers such Public Rights-of-Way identified as the License Area; and (2) neither this Master License nor any Site License issued pursuant to this Master License creates or will be deemed to create any leasehold, easement, franchise, or any other possessory interest (whether present, future, contingent, or otherwise) or real property interest whatsoever in the License Area.

2.3.2. Limited Rights Created

Any Site License the City approves pursuant to this Master License grants Licensee only a non-possessory, non-exclusive, and revocable license to enter onto and use the License Area for the Permitted Use, in accordance with the terms and conditions of this Master License and the applicable Site License. Licensee expressly acknowledges and agrees that: (1) neither this Master License nor any Site License will be coupled with an interest; (2) the City retains legal possession and control over all City Property, including, but not limited to, the Public Rights-of-Way and any City-owned Vertical Infrastructure and Utility Infrastructure, needed for the City's municipal functions, which will be superior to Licensee's rights and interest in Public Rights-of-Way constituting any License Areas, if any, at all times; (3) subject to the terms and conditions in this Master License, the City may terminate a Site License, in whole or in part, at any time under the terms, conditions, and restrictions set forth in **Section 19.2**; (4) except as specifically provided otherwise in this Master License, the City may enter into any agreement with third parties to use and/or occupy any City Property; and (5) neither this Master License nor any Site License creates or will be deemed to create any partnership or joint venture between the City and Licensee.

2.3.3. No Impediment/Limitations on City's Functions

Except as specifically provided otherwise in this Master License, neither this Master License nor any Site License will limit, alter, or waive the City's absolute right to use any License Area, in whole or in part, as infrastructure established and maintained for the City's and the public's benefit.

2.3.4. Diminutions in Light, Air, or Signal Transmission or Reception

In the event that any existing or future structure diminishes any light, air, or signal propagation, transmission, or reception, whether erected by the City or not, Licensee shall not be entitled to any reduction in any Annual Fee, Additional Fees, or any other sums payable to the City under this Master License or any Site License, the City shall have no liability to Licensee whatsoever, and such diminution will not affect this Master License, any Site License, or Licensee's obligations, except as may be expressly provided in this Master License.

3. TERM

3.1. Master License Term

This Master License will commence on the Effective Date and automatically expire ten (10) years from the Effective Date (the “Initial Term”), unless earlier terminated in accordance with this Master License. Following this Initial Term, this Master License may be renewed for two (2) additional periods of five (5) years (each a “Renewal Term”), upon written agreement of the City and Licensee, which agreement must be fully executed not later than sixty (60) days prior to the expiration of the Initial Term or first Renewal Term, as applicable. As used in this Master License, the Initial Term and Renewal Terms shall collectively be referred to as the “Term.”

3.2. Site License Term

The term of each Site License will commence on its Site License Effective Date and will have an initial term of ten (10) years, unless earlier terminated in accordance with this Master License. The term of each Site License may be renewed for two (2) consecutive five (5) year periods (each a “Site License Renewal Term”) unless, upon written agreement of the City and Licensee, which agreement must be fully executed not later than sixty (60) days prior to the expiration of the initial term or the first Site License Renewal Term, as applicable. In the event that this Master License expires or is terminated, any Site License(s) still in effect shall remain subject to the terms and conditions in this Master License until such Site License(s) expire or are terminated. As an illustration and not a limitation, a Site License entered into four (4) years before the Master License Expiration Date would have six (6) years left on its initial term and two (2) Site License Renewal Terms, and otherwise remain subject to all the applicable terms and conditions in this Master License, after the effective Master License Expiration Date.

4. ANNUAL FEE AND OTHER PAYMENTS

4.1. Annual Fee

4.1.1. Annual Fee Amount

Licensee shall pay an Annual Fee, as specified in **Schedule 1**, for each licensed License Area authorized under any Site License. Increases to the Annual Fee on the anniversary of the Effective Date are specified in **Schedule 1**. The Annual Fee shall be: (1) reasonably approximate to the City’s objectively reasonable costs consistent with applicable Laws; (2) in addition to any fees charged by the City in connection with any permit applications, permit issuance fees, inspection fees, fines, penalties, or other fees charged by the City in connection with the Equipment and/or any related Regulatory Approvals (collectively, “**Regulatory Fees**”); (3) in addition to any other cost-based reimbursements owed to the City by Licensee, including, but not limited to, Staff Augmentation (“**Reimbursement Fees**”); and (4) in addition to any fees charged by the City pursuant to separate leases, licenses, or other agreements for Licensee’s use of City-owned Vertical Infrastructure or Utility Infrastructure. Unless otherwise adjusted in accordance with this Master License, the Annual Fee shall automatically increase by three percent (3%) each year. The parties acknowledge that such three percent (3%) increase is memorialized in the Annual Fee Schedule table in **Schedule 1** attached to this Master License.

4.1.2. Annual Fee Payment

Licensee shall tender the first Annual Fee payment for each Site License, without any deduction or setoff for any reason, at the time Licensee delivers the Site License Application, partially executed by Licensee, to the City. In the event that a Site License Application is denied by the City, the City shall return the applicable pre-paid first Annual Fee payment to Licensee within forty-five (45) days following the City's written notice of denial provided to Licensee pursuant to **Section 6.3.2**. Otherwise, for all Site License Applications approved by the City pursuant to **Section 6.3.1**, after the first Annual Fee payment, on or before this Master License's Effective Date anniversary, Licensee shall pay each Annual Fee (as increased pursuant to **Section 4.1.1**) in advance, without any prior demand, deduction, setoff, or counterclaim for any reason except to account for a partial year, in the event this Master License expires or terminates, or any abatement rights expressly granted in this Master License. Any amounts for less than a full year or full month will be calculated based on a three hundred sixty (360) day year and a thirty (30) day month.

City of Wilsonville
Attn: Finance Department
29799 SW Town Center Loop East
Wilsonville, OR 97070

As a condition to payment of the Annual Fee, the City shall complete and deliver to Licensee: (1) Licensee's standard payment direction form; and (2) IRS W-9, or such other tax reporting forms as may be required to be provided by the City to Licensee under Laws. Any Annual Fee withheld by Licensee pursuant to the preceding sentence shall be paid to the City within ten (10) Business Days of Licensee's receipt of such documents.

4.2. Administrative Fees

4.2.1. Master License Administrative Fee

At the time Licensee delivers to the City a partially executed counterpart to this Master License, Licensee shall also deliver to the City a nonrefundable Administrative Fee equal to Twelve Thousand Dollars (\$12,000) (the "**Master License Administrative Fee**"), representing payment in full of Licensee's agreed-upon share of the City's reasonable approximation of the City's objectively reasonable costs, consistent with applicable Laws, to prepare, negotiate, and execute this Master License. The City will not be obligated to execute this Master License until the City receives the Master License Administrative Fee; however, the City will return the Master License Administrative Fee to Licensee if for any reason, or no reason, the City does not execute this Master License.

4.2.2. Site License Application Fee

At the time Licensee delivers to the City a Site License Application, Licensee shall pay to the City a non-refundable application fee of Five Hundred Dollars (\$500) per Site License Application for the proposed License Area (the "**Site License Application Fee**"). The City will

not be obligated to commence its review for any Site License Application until the City receives the Site License Application Fee for that application.

4.3. Late Fees

In the event that Licensee fails to pay any Annual Fees, Additional Fees, Administrative Fees, Reimbursement Fees, or any other amount payable to the City within thirty (30) days after Licensee's receipt of the City's written notice that such amounts are due and unpaid, thereafter a fee will be charged to Licensee for failure to make timely payment ("**Late Fee**"). The Late Fee will be equal to five percent (5%) of unpaid amounts past due.

4.4. Default Interest

Any Annual Fees, Additional Fees, Administrative Fees, Reimbursement Fees, and all other amounts payable to the City, other than Late Fees, will bear interest at ten percent (10%) per annum (simple interest) from the due date when not paid within fifteen (15) days after due and payable to the City. Any sums received shall be first applied towards any interest, then to the Late Fee, and lastly to the principal amount owed. Any interest or Late Fee payments will not alone excuse or cure any default by Licensee.

4.5. Liquidated Charges and Fees

The parties agree that the Additional Fees payable under this Master License represent a fair and reasonable estimate of the administrative costs that the City will incur in connection with the matters for which they are imposed and that the City's right to impose the Additional Fees is in addition to, and not in lieu of, any other rights it may have under this Master License. Furthermore:

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE CITY'S ACTUAL ADMINISTRATIVE COSTS AND OTHER DETRIMENT ARISING FROM LICENSEE DEFAULTS AND OTHER ADMINISTRATIVE MATTERS UNDER THIS MASTER LICENSE WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. BY PLACING THEIR INITIALS BELOW, EACH PARTY'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGES THAT THE PARTIES HAVE AGREED, AFTER A NEGOTIATION, ON THE AMOUNT OF THE ADDITIONAL FEES AS REASONABLE ESTIMATES OF THE CITY'S ADDITIONAL ADMINISTRATIVE COSTS AND OTHER DETRIMENT.

Licensee _____

City _____

4.6. Method of Fee Payments to City

Licensee shall pay all Annual Fees, Additional Fees, Administrative Fees, and all other amounts payable to the City in cash or other immediately available funds by either: (1) local check, payable to the City of Wilsonville at the address listed in **Section 4.1.2**; or (2) electronic wire transfer. Any payment made with a dishonored check will be deemed unpaid. Payment by credit card is not allowed.

4.7. Fee Adjustments by City

At any time throughout the Term, the City shall have the option (but not the obligation) to adjust any Annual Fee, Site License Application Fee, Additional Fees, and Administrative Fees to reflect the reasonable approximation of the City's objectively reasonable costs, consistent with applicable Laws, that are incurred in connection with this Master License and any Site License, any Regulatory Approvals issued or administered by the City in connection with this Master License, any Site License, or the Equipment, or Licensee's acts or omissions on or about the License Area and/or the Public Rights-of-Way. The City may exercise such option either by a resolution approved and adopted by the City Council (a "**Fee Resolution**") or by written notice to Licensee (the "**Adjustment Notice**"). If the adjustment concerns the Annual Fee, such adjustment will be applicable to the next occurring Annual Fee due date. The City shall have the right to substitute a new **Schedule 1** to reflect such adjustment in either a Fee Resolution or an Adjustment Notice. Any adjustment by Fee Resolution shall be effective at the same time such Fee Resolution becomes effective. Any adjustment by Adjustment Notice shall be immediately effective. Licensee shall have the right to appeal any Adjustment Notice to the City Council in the manner prescribed by the Municipal Code.

4.8. City's Right to Cost Reimbursement

Notwithstanding anything in this Master License or any Site License to the contrary, and subject to applicable Laws, the City shall be entitled to recover from Licensee the reasonable cost to furnish, provide, and/or perform any services in connection with this Master License, any Site License, and any Regulatory Approvals issued or administered by the City, which includes, without limitation, any costs incurred by City staff, Staff Augmentation for Site License Application review, or the City's contractors, consultants, and experts to review permit applications, issue permits, or supervise or inspect any construction, installation, or other work in connection with this Master License and any Site License. Payments by Licensee for any Annual Fee, Additional Fees, Regulatory Fees, and Reimbursement Fees in connection with this Master License or any related Regulatory Approvals issued or administered by the City shall not relieve Licensee's obligation to reimburse the City for any and all actual costs incurred by the City in the future. Licensee shall reimburse the City for all such costs within thirty (30) days after receipt of a written demand for reimbursement and reasonable documentation to support such costs. The provisions in this **Section 4.8** shall survive this Master License's and any Site License's expiration, revocation, or termination.

4.9. City's Right to Fair Market License Fees Reserved

Licensee acknowledges that: (1) the City is compelled by applicable Laws, which includes, without limitation, the Order, to accept certain reasonable and actual cost-based rates and compensation; (2) but for such Laws, the City would be entitled to condition its assent to any lease, license, or other agreement for access to and use of the Public Rights-of-Way (such as this Master License and any Site License) on consideration that exceeds the City's reasonable and actual costs; and (3) but for such Laws, the City would not assent to all the terms and conditions in this Master License and any Site License. Licensee further acknowledges that, in the event that a repeal or invalidation of the Order or other such laws described in this **Section 4.9** is final and unappealable, the then-current License Fee shown in **Schedule 1** and the Annual Fee in all remaining years on the Term shall be replaced by the amount(s) shown in **Schedule 2** (City's Estimated Fair Market License Fees), attached hereto and incorporated herein, upon thirty (30) days' written notice to Licensee; provided, however, that the replacement fee shall be prorated for the remainder of the first year in which the then current Annual Fee is replaced.

“Final and unappealable,” as used in this **Section 4.9**, means: (a) all appeal rights by the FCC or its supporting intervenors have elapsed or been exhausted after a judicial order finding the limitations on the Annual Fee invalid for any reason, regardless of whether such order includes a remand to the agency for further proceedings; or (b) Congress has legislatively repealed or otherwise invalidated the limitations on the Annual Fee.

4.10. In Lieu Fee for Landscape Restoration and Maintenance

If the installation, construction, or other work on or about the License Area damages or destroys any landscape features that would require the Licensee to repair, replace, and/or maintain any existing or new landscape features pursuant to the Municipal Code or other applicable City policies, the City may (but shall not be obligated to) enter into a written agreement with the Licensee to accept an in-lieu fee for the actual cost to repair, replace, and/or maintain the existing and/or new landscape features on the Licensee’s behalf. Such in-lieu fee(s) shall be established by the Public Works Director in consultation with the Licensee and shall be reasonably related to the actual cost of any such repair, replacement, and/or maintenance necessitated by the damage or destruction caused by Licensee’s installation, construction, or other work. Specifically, any trees removed or damaged shall have their value assessed by the City’s arborist and such value shall be paid into the City’s tree fund.

5. USE

5.1. Permitted Use

Licensee may use a License Area solely for the installation, construction, use, maintenance, operation, repair, modification, replacement, and upgrade of Equipment for the purpose of transmission and reception of wireless communications signals, including, without limitation, wireless, voice, data, messaging, or similar type of wireless service, now or in the future offered to the public in general, using spectrum radio frequencies licensed or authorized by the FCC (the “**Permitted Use**”), in compliance with this Master License, the applicable Site License Agreement, all applicable Laws, which includes, without limitation, the Municipal Code and any conditions in any Regulatory Approvals, and for no other use whatsoever without the City’s prior written consent, which the City may withhold in its sole and absolute discretion for any or no reason.

5.2. Prohibition on Non-Small Wireless Facilities

The City intends this Master License and any Site License to cover only wireless facilities that: (1) qualify as a “small wireless facility” as that term is defined by the FCC under 47 C.F.R. § 1.6002(I); and (2) have been approved by the City in accordance with all applicable provisions in the Municipal Code. Licensee expressly acknowledges and agrees that the Permitted Use under this Master License and any Site License does not include the right to use any License Area, including any Vertical Infrastructure and Utility Infrastructure, as a support for a “macro cell” or a traditional wireless tower or base station.

5.3. Prohibition on Nuisances and Illegal Uses

Licensee shall not use the License Area, in whole or in part, in any unlawful manner or for any illegal purpose. In addition, Licensee shall not use the License Area, in whole or in part, in any manner that constitutes a nuisance, as determined by the City in its reasonable discretion. Licensee shall take all

precautions to eliminate any nuisances or hazards in connection with its uses and activities on or about the License Area.

5.4. Signs or Advertisements

Licensee acknowledges and agrees that its rights under this Master License and any Site License do not authorize Licensee to erect, post, maintain, or permit others to erect, post, or maintain, any signs, notices, graphics, or advertisements, whatsoever, on the License Area, except as may be required for compliance with any Regulatory Approvals and applicable Laws. Notwithstanding the foregoing, the City may post or maintain any City road signage or banner(s), if they can be accommodated without unreasonably interfering with Licensee's Equipment.

6. SITE LICENSES

6.1. City Approval Required

Licensee shall not have any right to use the License Area, in whole or in part, for any purpose until and unless the City approves and signs the Site License that covers the License Area. Licensee may obtain a Site License only during the Term of this Master License and only after the City approves a Site License Application, as provided in this **Section 6**. Subject to any express limitations in this Master License, the City will not be obligated to subordinate its municipal functions in any manner whatsoever to Licensee's interest under any Site License. The City shall not be obligated to consider or approve any Site License Applications after this Master License expires or is terminated. When the City considers whether to approve or disapprove any Site License Application, the City may consider any matter that affects its municipal functions, which include, without limitation: (1) Licensee's proposed plans and Equipment specifications; (2) compliance with any applicable Laws; (3) impacts on the City's street light, traffic control, or other municipal operations; (4) any potential hazards or unsafe conditions that could result from Licensee's installation, operation, or maintenance; (5) any potential visual or aesthetic impacts, provided the proposed Vertical Infrastructure, Utility Infrastructure, and/or Equipment is not in conformance with objective design standards adopted by the City; and (6) any municipal plans for the Public Rights-of-Way or other City Property in proximity to the subject License Area.

6.2. Site License Application

A complete Site License Application must include the following:

- (1) Two partially executed duplicate counterparts of a Site License in the form attached as **Exhibit A** to this Master License, together with the following:
 - (a) A fully completed **Exhibit A-1**, which shall contain a description and depiction of the proposed License Area, including a summarized list that identifies all Vertical Infrastructure and Utility Infrastructure serving the Equipment covered under the Site License Application;
 - (b) A fully completed **Exhibit A-2**, which shall contain detailed construction plans for the proposed installation(s), including concealment elements consistent with City standards, a detailed traffic control plan for all work on and adjacent to City roadways, an inventory for all proposed Equipment to be installed on the Vertical

Infrastructure and/or the Utility Infrastructure in the proposed License Area covered under the Site License Application, and structural and loading analyses for the Vertical Infrastructure and/or Utility Infrastructure;

- (c) For each Vertical Infrastructure or Utility Infrastructure to be used by Licensee in the proposed License Area covered under the Site License Application, a copy of the lease, license, or other agreement for the Vertical Infrastructure and/or Utility Infrastructure, executed by Licensee and the owner(s) of such Vertical Infrastructure and/or Utility Infrastructure if Licensee is not the owner of such Vertical Infrastructure and/or Utility Infrastructure, attached as **Exhibit A-3**; provided that, if such Vertical Infrastructure and/or Utility Infrastructure lease, license, or other agreement includes nondisclosure terms and Licensee is unable to obtain a waiver from the owner thereof, then **Exhibit A-3** will instead include written confirmation from the Vertical Infrastructure and/or Utility Infrastructure owner that they have entered into an agreement for Licensee's use of the owner's Vertical Infrastructure and/or Utility Infrastructure;
 - (d) A true and correct copy of **Schedule 1**, attached to this Master License;
 - (e) The Annual Fee calculated pursuant to **Schedule 1**; and
 - (f) The Site License Application Fee.
- (2) All other information and materials required for a complete application for all Regulatory Approvals issued by the City's departments, which the City may update from time-to-time in accordance with applicable Laws.
 - (3) If requested by the City, a deposit for the City's estimated costs of Staff Augmentation as provided in **Section 6.3.3** (City Staff Augmentation).

6.3. Site License Application Review Procedures

6.3.1. Site License Application Approvals

In the event that the City approves a Site License Application, the City will return one fully executed Site License to Licensee. Such approval may occur before or simultaneously with any approvals or denials for any Regulatory Approvals issued by the City in its regulatory capacity. For any Site License, Licensee shall commence construction pursuant to the Site License on the later to occur of (1) the time to commence construction, if any, as may be contained in the applicable Regulatory Approval for the construction of the Equipment, or (2) twelve (12) months from the date the City fully executes the Acknowledgment Letter. Otherwise, the Site License shall automatically expire. Licensee shall not be entitled to any refund for any Administrative Fees or Additional Fees, including, without limitation, the Annual Fee paid in connection with a Site License that expires under this **Section 6.3.1**. Nothing in this **Section 6.3.1** is intended to prohibit or prevent Licensee from submitting a new Site License Application for the same or substantially the same proposed License Area as those covered under a Site License that expired pursuant to this **Section 6.3.1**.

6.3.2. Site License Application Denials

Subject to applicable state and federal Laws, Licensee acknowledges that the City reserves the right to disapprove any Site License Application, in whole or in part, for reasons including, but not limited to, when the City determines, in its sole discretion, that Licensee's proposed Equipment, Vertical Infrastructure, or Utility Infrastructure would unreasonably interfere with the City's municipal functions or create a hazardous or unsafe condition. The City shall provide Licensee with a written denial that states the basis for the denial.

6.3.3. City Staff Augmentation

To assist the City's review and processing of Site License applications in a timely manner, the City shall have the right to select and retain temporary staff members, consultants, and/or other independent contractors with qualifications and expertise acceptable to the City ("**Staff Augmentation**"). Upon the City's request, Licensee shall furnish the City with a deposit in an amount reasonably estimated by the City to cover the Staff Augmentation costs for a particular Site License Application. If Licensee declines to pay the deposit amount, the Site License Application shall be deemed automatically withdrawn by the Applicant. If Licensee consents to Staff Augmentation by paying the deposit amount, Licensee shall be responsible for all costs incurred by the City in connection with Staff Augmentation. If the deposit amount is insufficient to cover the City's costs, Licensee shall reimburse the City for the difference between the deposited amount and the total Staff Augmentation costs as Reimbursement Fees pursuant to **Section 4.8**.

6.4. Replacement Vertical Infrastructure

In the event that Licensee desires to replace any existing Vertical Infrastructure, or in the event that the City requires Licensee to replace any existing Vertical Infrastructure as a condition of the City's approval for a Site License, Licensee shall: (1) design and/or procure the replacement Vertical Infrastructure to be: (a) substantially the same as the existing Vertical Infrastructure to be replaced, (b) consistent with the City's specifications for similar Vertical Infrastructure, and (c) consistent with the City's objective design standards; and (2) install the replacement Vertical Infrastructure at Licensee's sole cost and expense, or in any event not at the City's cost and expense, pursuant to a separate agreement with the owner of such Vertical Infrastructure and in accordance with all applicable provisions in this Master License, which includes, without limitation, **Section 7** (Equipment Installation). Prior to the installation or replacement of any Vertical Infrastructure, Licensee shall obtain a Public Works Permit and pay the requisite fee. After Licensee installs any replacement Vertical Infrastructure, the City will have the right to inspect the improvements and installation work and accept, reject, and/or require corrections to such improvements or installation work. Licensee shall make any and all necessary corrections to any replacement Vertical Infrastructure within sixty (60) days after a rejection by the City.

6.5. Future Maintenance and Repairs, Replacements, Modifications, Additions, and Upgrades to Equipment Installed Pursuant to Valid Site License

All routine maintenance and repair of any Equipment installed in a License Area pursuant to a valid Site License shall be performed pursuant to the requirements in any Regulatory Approvals, the Municipal Code, and the terms of any lease, license, or other agreement with the owner of the Vertical Infrastructure and/or Utility Infrastructure in the License Area, provided that such terms are subject and

subordinate to the requirements in any Regulatory Approvals and the Municipal Code. If not in conflict with any of the foregoing, without the requirement of obtaining the City's prior consent, Licensee may: (1) perform routine maintenance and repair of any Equipment installed on a Vertical Infrastructure and/or Utility Infrastructure pursuant to a valid Site License; and (2) perform "like-for-like" replacements of Equipment so long as: (a) any such "like-for-like" replacement does not alter the visible aesthetic appearance of the installed Equipment; and (b) the resulting installation does not: (i) result in an increase in the size of the License Area; (ii) materially increase the weight, size, or structural loading on the applicable Vertical Infrastructure or the utilization of the Utility Infrastructure beyond the loading or utilization, if any, that was established in the approved Site License, or any subsequent City approval of Licensee's Equipment for which the City's prior written consent was required, as the case may be; (iii) does not change the status of Licensee's compliance with radio frequency emissions standards under applicable Laws; and (iv) does not cause any interference with any municipal functions or equipment. Any other modification, addition, or upgrade to Licensee's Equipment installed on a City-owned Vertical Infrastructure and/or Utility Infrastructure pursuant to a valid Site License shall require the City's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding any modification, addition, and/or upgrade rights granted to Licensee under this Master License, all work performed by or on behalf of Licensee pursuant to this Master License and/or a Site License shall be performed in compliance with all applicable provisions in this Master License, which includes, without limitation, Licensee's obligations to obtain and pay for all applicable Regulatory Approvals required for the proposed modification. Subject to the terms in this **Section 6.5**, Licensee shall not be required to submit a new Site License Application for routine maintenance and repair or "like-for-like" replacements, modifications, additions, or upgrades to Equipment installed pursuant to a valid Site License.

7. EQUIPMENT INSTALLATION

7.1. Prior Regulatory Approvals Required

Licensee shall not commence any installation, construction, repair, upgrade, maintenance, modification, or other work on or about the License Area until and unless Licensee first obtains all necessary prior Regulatory Approvals, which includes, without limitation, any approvals required to provide the services offered by Licensee, either to the public or Licensee's customers, within the geographic area that encompasses the City's territorial and/or jurisdictional boundaries and any required use permits, design review permits, encroachment permits, building permits, excavation permits, grading permits, water or sewer permits, electrical permits, and any other permits or approvals issued by the City. Any installation, construction, and/or other work performed by Licensee or its Agents or Invitees without such Regulatory Approvals will be a default under this Master License and the applicable Site License, in addition to any other liabilities or penalties the City, in its regulatory capacity, may impose on Licensee for the same acts or omissions.

7.2. Acknowledgment Letter as Licensee's Notice to Proceed

After Licensee obtains all necessary prior Regulatory Approvals, Licensee shall tender a partially executed Acknowledgment Letter to the City that includes: (1) copies of all Regulatory Approvals; (2) Licensee's insurance certificates; (3) insurance certificates of Licensee's contractor(s) and/or subcontractor(s); and (4) the required Letter of Credit under **Section 27** of this Master License, or evidence reasonably satisfactory to the City that the required Letter of Credit under **Section 27** of this Master License has been delivered to the City. The City shall use reasonable efforts to review,

countersign, and deliver the fully executed Acknowledgment Letter to Licensee within ten (10) Business Days from the date on which the City receives a partially executed Acknowledgment Letter with all required attachments. Licensee shall not commence any work on or about the License Area until and unless Licensee first obtains a fully executed Acknowledgment Letter from the City. Such fully executed Acknowledgment Letter will serve as Licensee's notice that Licensee has the right to proceed with its installation work.

7.3. Installation Work

Licensee shall perform all installation, construction, and other work in connection with the License Area: (1) in accordance with the terms and conditions in this Master License and the applicable Site License; (2) at Licensee's sole cost and expense, and at no cost or expense to the City; (3) in strict compliance with the Approved Plans; (4) in compliance with all applicable Laws, which includes, without limitation, all applicable provisions in the Municipal Code and any conditions in any applicable Regulatory Approvals; and (5) in a safe, diligent, skillful, and workmanlike manner. After any work at the License Area concludes, Licensee shall restore the License Area and any other City Property to the condition that existed immediately prior to the work commenced, normal wear and tear excepted.

7.3.1. Changes to Approved Plans Required by Regulatory Approvals

Licensee may amend any Approved Plans when such changes are required to obtain or maintain compliance with Regulatory Approvals necessary to install the Equipment, so long as Licensee obtains the City's prior written consent, which the City shall not unreasonably withhold.

7.3.2. Corrections to Approved Plans

At all times relevant to this Master License and the applicable Site License, Licensee shall have the obligation to correct any errors or omissions in any Approved Plans and related Regulatory Approvals. Licensee shall immediately send written notice to the City in the event that Licensee discovers any such defects. Any Approved Plans and/or amendments to Approved Plans by the City will not release or excuse Licensee's obligations under this **Section 7.3.2.**

7.3.3. Damage or Alterations to Other Property

Nothing in this Master License or the applicable Site License authorizes Licensee to use, occupy, remove, damage, or in any manner alter any private personal or real property, wherever located, owned by the City or any third parties, without prior written consent from the property owner. The City may withhold and/or condition its consent to any request to alter any City Property in its sole and absolute discretion.

7.3.4. Damage and Repair to Subsurface Structures

Any excavation performed in the Public Rights-of-Way must be monitored by Licensee for any lateral movement, trench failures, and other similar hazards. Licensee shall, at Licensee's sole cost and expense, repair any damage (which includes, without limitation, any subsidence, cracking, erosion, collapse, weakening, and/or any loss or reduction in lateral or subjacent support) to the Public Rights-of-Way, any adjacent private property, any utility lines or systems (whether overhead or underground), and any sewer and/or water lines or systems resulting from

or in connection with any excavation by Licensee or its Agents. All repair or restoration work, normal wear and tear excepted, performed pursuant to this **Section 7.3.4** shall be performed under the City Engineer's supervision and satisfaction.

7.3.5. Licensee's Contractors

Licensee shall use only qualified and trained persons and appropriately licensed contractors for all installation, construction, and other work performed on or about the License Area. At least five (5) Business Days before any installation, construction, or other work commences on or about the License Area, Licensee shall provide the City with: (1) a schedule with all activities to be performed in connection with the installation, construction, and other work; and (2) a comprehensive list with all the names, contractors' license numbers, contact information, and business addresses for all contractors and all subcontractors who will perform the installation, construction, and other work.

7.4. Labor and Material Costs

Licensee shall be responsible for all direct and indirect costs (labor, materials, and overhead) in connection with designing, purchasing, and installing all Equipment and any Licensee-owned Vertical Infrastructure and Utility Infrastructure, as the case may be, in accordance with the Approved Plans and all applicable Laws. Licensee shall also bear all costs to obtain and maintain all Regulatory Approvals required in connection with the installation, which includes, without limitation, all direct and indirect costs to comply with any approval conditions or mitigation measures that arise from Licensee's proposed installation. Licensee shall timely pay for all labor, materials, Equipment, and all professional services related to the Permitted Use or furnished to the License Area at Licensee's direction or for Licensee's benefit. Licensee shall keep the License Area and all other City Property free from any and all mechanics', materialmen's, and other liens and claims arising out of any work performed, materials furnished, or obligations incurred by or for Licensee.

7.5. Project Managers

The City and Licensee each designate the person listed in this **Section 7.5** as its project manager to coordinate Licensee's Equipment design and installation, and serve as each party's respective primary contact person for all design, engineering, construction, and installation issues that may arise between the parties in connection with this Master License. If no person is designated by either party prior to the Effective Date, then each party shall designate a person through a written notice promptly following the written request of either party to do so.

City's Project Manager:

Zachary Weigel, City Engineer
City of Wilsonville
Phone: (503) 570-1565
Email: weigel@ci.wilsonville.or.us

Licensee's Project Manager:

Tyrell Fincher, Area Manager, Construction & Engineering
Phone: (206) 387-6347
Email: tf408s@att.com

Licensee acknowledges that the City's Project Manager is not exclusively assigned to this Master License or any Site License, and that the City's Project Manager may not always be immediately available to Licensee or its project manager, and that the City's Project Manager is subject to change. Licensee further acknowledges that the authority delegated by the City to the City's Project Manager is limited to the administration of this Master License, any Site License Applications, and any approved Site Licenses. The parties' respective project managers will have no obligation to personally perform any term or covenant to be performed by the other party under this Master License. Notices to the parties' respective project managers alone will not be deemed effective notice for any purpose under this Master License.

7.6. Coordination with the City

Licensee must coordinate all its installation, construction, and other work on or about the License Area with the City so as to avoid any interference (physical, electronic, or otherwise) with any existing utilities, substructures, facilities, City Property, and the City's municipal operations.

7.7. Title to Licensee's Equipment and Other Improvements

Except as specifically provided otherwise in this Master License, all Equipment, Licensee-owned Vertical Infrastructure and Utility Infrastructure, and other improvements installed, constructed, or placed on or about the License Area by Licensee or its Agents or Invitees will be and remain at all times Licensee's personal property. Such License Area shall be deemed abandoned if Licensee's Equipment in the License Area is not in operation for any continuous six (6) month period, except if such non-operation is due to acts of nature or other *force majeure* circumstances beyond the reasonable control of Licensee. Subject to **Section 26** (Surrender of License Area), Licensee may remove its Equipment, Vertical Infrastructure, Utility Infrastructure, and other improvements installed, constructed, or placed on or about the License Area from the License Area at any time upon thirty (30) days' prior written notice to the City.

7.8. Underground Service Alert

Licensee warrants and represents to the City that Licensee is presently a member in good standing with the Oregon Utility Notification Center ("OUNC"). Licensee shall maintain and keep current its membership in the OUNC throughout the Term. Licensee shall register Licensee's underground Equipment and underground utility infrastructure associated with the License Area with the OUNC in accordance with applicable Laws. Prior to any excavation performed in the Public Rights-of-Way, Licensee shall observe and perform all notice, utility locate, and other obligations required under applicable Laws, which includes, without limitation, contacting the OUNC or other entity or organization charged with maintaining and/or safeguarding the underground utility infrastructure from damage.

7.9. Post-Completion Inspections

Within ten (10) days after Licensee completes any Equipment, Vertical Infrastructure, or Utility Infrastructure construction, installation, or other work within the License Area, Licensee shall provide the City with a written notice that confirms the precise locations and dates on which the Licensee completed the work. The City shall have the right to inspect the License Area at any time after Licensee completes any construction, installation, or other work in connection with this Master License and the

applicable Site License. If the City discovers any defects or non-compliant conditions in connection with the Equipment, Vertical Infrastructure, or Utility Infrastructure within the License area, Licensee shall, at Licensee's sole cost and expense, correct any such defects and conditions within a reasonable time as determined by the City Engineer, but in no event less than fifteen (15) Business Days following Licensee's receipt of the City's written notice of the alleged defects or non-compliance conditions, provided that the defects and conditions do not present a threat to public health and safety. Inspections and any re-inspections reasonably considered necessary by the City are deemed by the parties to be "Regulatory Fees," and Licensee shall promptly reimburse the City for the same within thirty (30) days of Licensee's receipt of the City's invoice, accompanied by reasonable evidence of the Regulatory Fees so incurred by the City.

7.10. As-Built Plans and Maps

Within thirty (30) days after the City issues a certificate of completion, Licensee shall submit to the City as-built plans and maps, in a format reasonably specified by the City Engineer. In addition to any format required by the City Engineer, all as-built plans and maps shall include digital copies in a native format compatible with the City's document management, GIS, and/or other digital information management systems. Licensee's as-built plans and maps must show the accurate location and dimensions for all Equipment and associated Vertical Infrastructure and Utility Infrastructure. The City shall have the right to reject any as-built plans or maps for cause, in which case Licensee shall file revised as-built plans and/or maps within thirty (30) days after notice from the City. The City shall have the right to incorporate the as-built plans for the then-current description of the License Area in **Exhibit A-1** and/or the then-current Approved Plans in **Exhibit A-2**.

8. LICENSEE'S MAINTENANCE, REARRANGEMENT, AND RELOCATION OBLIGATIONS

8.1. Equipment Maintenance

Licensee shall, at its sole cost and expense, maintain all Equipment and Licensee-owned Vertical Infrastructure and/or Utility Infrastructure installed on, in, under, over, or about the License Area in good, safe, and orderly condition at all times, and shall promptly repair any damage to any Equipment and Licensee-owned Vertical Infrastructure and/or Utility Infrastructure installed in the License Area whenever repair or maintenance may be required, subject to **Section 6.5** and **Section 7** (Equipment Installation).

8.2. Damage to Property

8.2.1. Notice to the City

Licensee shall promptly notify the City if Licensee discovers damage or other alteration to the Public Rights-of-Way, any City Property, or any personal or real property owned by third parties for any reason and through any cause. Notices shall contain the following information, to the extent available at the time Licensee sends the notice: (1) the location where the event occurred; (2) a statement to describe the damage or other alteration and the surrounding circumstances; (3) the names and contact information for any persons or entities involved in the matter, as well as the names and contact information for any potential witnesses to the damage or other alteration; and (4) any other pertinent information. Licensee will not be deemed to have assumed liability for any such damage or other alteration by giving such notice, unless such

damage or other alteration was caused by or arose in connection with Licensee's or its Agent's or Invitee's act, omission, negligence, or willful misconduct. Licensee's failure to provide notice to the City shall not be a material default entitling the City to terminate this Master License or any affected Site License, unless Licensee or its Agents or Invitees caused such damage or other alteration and Licensee fails to repair the damage or other alteration within the time period prescribed for notice and cure under this Master License following Licensee's receipt of the City's written notice of the damage or other alteration alleged to be caused by Licensee, its Agents, or Invitees. The parties acknowledge and agree that Licensee's failure to notify the City of damage or other alteration caused by any party other than Licensee, its Agents, or Invitees may result only in an action for damages against Licensee. If the damaged property is owned by a third party, Licensee shall also provide written notice to such third party property owner, with a copy to the City to verify that the third party property owner has been notified.

8.2.2. Damage Caused by Licensee

In the event that Licensee or its Agents or Invitees directly or indirectly caused such damage or other alterations, Licensee shall, at its sole cost and expense, repair such damage or other alteration and restore the affected property to the condition that existed immediately before the damage or other alteration occurred, reasonable wear and tear excepted. If Licensee fails or refuses to perform its obligations under this **Section 8** within thirty (30) days after Licensee's receipt of written notice from the City, the City may (but will not be obligated to) cause the repair and restoration to be performed at Licensee's sole cost and expense. The City may exercise its rights to perform Licensee's obligations under this **Section 8** if Licensee has not completed its repair within thirty (30) days following Licensee's receipt of written notice from the City, or without prior notice to Licensee when the City Engineer determines that the repair and/or restoration is immediately necessary to protect public health or safety. Licensee acknowledges that repair or restoration undertaken by the City shall be deemed to be Reimbursement Fees, and Licensee shall promptly reimburse the City for the same within thirty (30) days of Licensee's receipt of the City's invoice, accompanied by reasonable evidence of the Reimbursement Fees so incurred by the City. The City's right to repair any damage and receive reimbursement from Licensee pursuant to this **Section 8** shall be in addition to (and not exclusive of) any legal and equitable remedies the City may have under applicable Laws. In addition, Licensee shall indemnify, defend, and hold any and all Indemnified City Parties harmless from and against any Claims in connection with such performance by the City, except to the extent of the gross negligence or willful misconduct of the City or any Indemnified City Parties, or any of them.

8.2.3. No Right to Repair License Area

Absent notice from the City with a demand to cure any damage to any License Area, or an authorization to proceed with such work, Licensee is not authorized to make any repairs to any License Area. Licensee expressly waives all rights it may have under any applicable Laws to make repairs at the City's expense. However, Licensee shall have the right to conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Equipment or Licensee-owned Vertical Infrastructure or Utility Infrastructure, at any time during the Term pursuant to the terms of this Master License.

8.3. Graffiti Abatement

In addition to Licensee's other maintenance obligations under this Master License and any Site License, Licensee shall remove any graffiti or other similar markings from the License Area promptly upon actual notice (but in no event later than within ten (10) days after Licensee's receipt of written notice from the City). If the graffiti is not abated by Licensee within ten (10) days after Licensee's receipt of the City's written notice to Licensee, then the City may, at the Public Works Director's sole discretion, abate the graffiti at Licensee's expense. The City's costs to abate the graffiti shall be deemed to be Reimbursable Fees, and Licensee shall promptly reimburse the City for the same within thirty (30) days of Licensee's receipt of the City's invoice, accompanied by reasonable evidence of the Reimbursement Fees so incurred by the City.

8.4. Maintenance Work Performance Standards

All work performed by or for Licensee under this **Section 8** shall be performed: (1) in accordance with the terms of this Master License and the applicable Site License; (2) at Licensee's sole cost and expense; (3) by only qualified, trained, experienced, and appropriately licensed contractors, or Licensee's Agents or other personnel; (4) in a manner and with equipment and materials that will not unreasonably interfere with or impair the City's municipal operations on or about the License Area during any approved installations; (5) in a safe, diligent, skillful, and workmanlike manner; and (6) in compliance with all applicable Laws, which includes, without limitation, all applicable provisions in the Municipal Code and any conditions in any applicable Regulatory Approvals.

8.5. Rearrangement and Relocation

8.5.1. Rearrangement and Relocation for City Work

Licensee acknowledges that the City, in its sole discretion and at any time, may: (1) change any street grade, width, or location; (2) add, remove, or otherwise change any improvements owned by the City or any other public agency located in, on, under, over, along, or about any Public Rights-of-Way, which includes, without limitation, any sewers, storm drains, conduits, pipes, vaults, boxes, cabinets, poles, and utility systems for gas, water, electric, or telecommunications; (3) add, remove, or otherwise change any Vertical Infrastructure or Utility Infrastructure owned, leased, licensed, or controlled by the City in, on, under, over, along, or about any Public Rights-of-Way, which includes, without limitation, those used for public street lighting purposes; and/or (4) perform any other work deemed necessary, useful, or desirable by the City (collectively, "**City Work**"). The City reserves the rights to do any and all City Work without any admission on its part that the City would not have such rights without the express reservation in this Master License. In the event that the City Engineer determines that any City Work will require the Equipment, Vertical Infrastructure, and/or Utility Infrastructure to be rearranged and/or relocated, Licensee shall, at its sole cost and expense, do or cause to be done all things necessary to accomplish such rearrangement and/or relocation. If the nature of the City Work requires Licensee to relocate its Equipment to a new location outside of the License Area, in whole or in part, and/or on different Vertical Infrastructure and/or Utility Infrastructure, the City shall prioritize processing a new Site License Application submitted by Licensee for the new License Area location, subject to the terms and conditions of this Master License, all Regulatory Approvals, and applicable Laws. If Licensee fails or refuses to either permanently or temporarily rearrange and/or relocate the Equipment, Vertical Infrastructure, and/or Utility

Infrastructure within a reasonable time, which in no event shall be less than thirty (30) days and no more than ninety (90) days following Licensee's receipt of written notice from the City Engineer of the City's intention to undertake City Work which requires the rearrangement and/or relocation of the Equipment, Vertical Infrastructure, and/or Utility Infrastructure, then thereafter, the City may (but will not be obligated to) cause the rearrangement or relocation to be performed at Licensee's sole cost and expense. The City will use reasonable efforts to provide Licensee with at least six (6) months' prior notice, but is only obligated to provide ninety (90) days' prior notice. The City may exercise its rights to rearrange or relocate the Equipment, Vertical Infrastructure, and/or Utility Infrastructure without prior notice to Licensee when the City Engineer determines that the City Work is immediately necessary to protect public health or safety. The City shall not be responsible for damage to, repairs to, or maintenance of the Equipment, Vertical Infrastructure, and/or Utility Infrastructure or for any associated costs, except to the extent caused by the City, its employees, Agents, contractors, or subcontractors. The City's work to rearrange or relocate the Equipment, Vertical Infrastructure, and/or Utility Infrastructure shall be deemed to be Reimbursable Fees, and Licensee shall promptly reimburse the City for the same within thirty (30) days of Licensee's receipt of the City's invoice, accompanied by reasonable evidence of the Reimbursement Fees so incurred by the City. In addition, Licensee shall indemnify, defend, and hold any and all Indemnified City Parties harmless from and against any Claims in connection with rearranging or relocating the Equipment, Vertical Infrastructure, and/or Utility Infrastructure, or turning on or off any water, oil, gas, electricity, or other utility service in connection with the Equipment, Vertical Infrastructure, and/or Utility Infrastructure, except to the extent of the gross negligence or willful misconduct of the City, the Indemnified City Parties, or any of them. Within ninety (90) days after any Equipment, Vertical Infrastructure, and/or Utility Infrastructure have been rearranged or relocated, Licensee shall file as-built plans and maps with the City Engineer in the same manner and subject to the same requirements as provided in **Section 7.10** (As-Built Plans and Maps).

8.5.2. Rearrangement and Relocation to Accommodate Third Parties

Licensee shall reasonably cooperate with and promptly respond to requests to rearrange or relocate the Equipment, Vertical Infrastructure, and/or Utility Infrastructure to accommodate third parties authorized to use the Public Rights-of-Way ("Third-Party Accommodations"). All costs to perform any Third-Party Accommodations shall be borne by the person or entity to be accommodated; provided, however, that Licensee shall be solely responsible to collect any costs incurred by Licensee from such third party and the City shall have no liability to Licensee for any such costs. Prior to any Third-Party Accommodations performed by Licensee, Licensee shall be permitted to require: (1) either a cash deposit, bond, or other surety from the person or entity to be accommodated, in a commercially reasonable form and in an amount reasonably estimated by Licensee to cover the costs associated with the proposed Third-Party Accommodations; and (2) a written agreement signed by the person or entity to be accommodated to indemnify, defend, and hold Licensee and its Agents harmless from and against any and all Claims that arise in connection with the proposed Third-Party Accommodations, except to the extent any Claims are directly caused by Licensee's or its Agent's negligence or willful misconduct. Nothing in this Master License or any Site License shall be construed to require Licensee to perform any Third-Party Accommodations that would materially reduce, impair, or otherwise diminish Licensee's Equipment or Licensee's operations in the License Area. Within ninety (90) days after any Third-Party Accommodations, Licensee shall file as-built plans and maps with the City Engineer in the

same manner and subject to the same requirements as provided in **Section 7.10** (As-Built Plans and Maps).

8.5.3. No Right to Rearrange or Relocate City Property

Nothing in this Master License or any Site License will be construed to require the City or authorize Licensee to change any street grade, width, or location, or add, remove, or otherwise change any improvements owned by the City or any other public agency located in, on, under, over, along, or about the License Area or any Public Rights-of-Way, which includes, without limitation, any sewers, storm drains, conduits, pipes, vaults, boxes, cabinets, poles, and utility systems for gas, water, electric, or telecommunications, for Licensee's or any third party's convenience or necessity.

9. UTILITIES

Licensee shall be responsible to secure its own electricity services for its Permitted Use in each License Area. Licensee shall not be permitted to "submeter" from any electrical service provided to the City on any License Area without the City's prior written consent, which the City may withhold in its sole and absolute discretion, and further subject to the City and Licensee entering into a separate lease, license, or other agreement for such submetering. Licensee shall timely pay when due all charges for all electricity service furnished to its Equipment in the License Area. Any electric meters for Licensee's Equipment installed in any License Area shall be installed pursuant to the Municipal Code.

While the City is not obligated to make its Utility Infrastructure available to Licensee, nonetheless, the City shall make a reasonable effort, where the City deems feasible and reasonable to do so, in its sole discretion, to make its Utility Infrastructure available in connection with each proposed License Area and associated Vertical Infrastructure location identified by Licensee in its Site License Application. In the event that Licensee submits a Site License Application to the City for a proposed License Area, but the City is unwilling to allow Licensee to use the City's Utility Infrastructure at such License Area, Licensee may propose the installation of Utility Infrastructure owned by a third party.

10. TAXES AND LIENS

10.1. Taxes, Assessments, and Other Impositions

Licensee agrees to pay when due (and prior to delinquency) any and all taxes, assessments, charges, excises, and exactions whatsoever, including, without limitation, any possessory interest taxes, that arise from or in connection with Licensee's use within the License Area or Licensee's Equipment, Vertical Infrastructure, or Utility Infrastructure that may be imposed on Licensee under applicable Laws. Licensee shall not allow or suffer any lien for any tax assessments, charges, excises, or exactions whatsoever to be imposed on the License Area or Licensee's Equipment, Vertical Infrastructure, or Utility Infrastructure. In the event that the City receives any tax or assessment notices on or in connection with the License Area or Licensee's Equipment, Vertical Infrastructure, or Utility Infrastructure, the City shall promptly (but in no event later than thirty (30) calendar days after receipt) forward the same, together with reasonably sufficient written documentation that details any increases in the taxable or assessable amount directly attributable to Licensee's Equipment, Vertical Infrastructure, or Utility Infrastructure. Licensee understands and acknowledges that this Master License and any Site License may create a possessory interest subject to taxation and that Licensee will be required to pay any such

possessory interest taxes. Licensee further understands and acknowledges that any sublicense or assignment under this Master License and any options, extensions, or renewals in connection with this Master License or any Site License may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under this Master License.

10.2. Liens

Licensee shall keep the License Area free and clear from any and all liens or other impositions in connection with any work performed, material furnished, or obligations incurred by or for Licensee. Licensee will inform all contractors and material suppliers that provide any work, service, equipment, or material to Licensee in connection with the License Area that the License Area is public property not subject to any mechanics' liens or stop notices. In the event that any Licensee, contractor, or material supplier files any lien or imposition that attaches to the License Area, Licensee shall promptly (but in no case later than thirty (30) days after discovery) cause such lien or imposition to be released. In the event that Licensee does not cause such lien or imposition to be released within the thirty (30) day period, the City will have the right, but not the obligation, to cause such lien or imposition to be released in any manner the City deems proper, which includes, without limitation, payment to the lienholder, with or without notice to Licensee. Licensee shall reimburse the City for all costs and expenses incurred to cause such lien or imposition to be released (which includes, without limitation, reasonable attorneys' fees) within ten (10) days after Licensee receives a written demand from the City, together with reasonable documentation to support such costs and expenses.

11. LICENSEE'S OBLIGATIONS TO MAINTAIN COMPLIANCE WITH LAWS

11.1. Compliance with Building and Electric Codes

In addition to Licensee's compliance with all other Laws, and to the extent not in contravention of any applicable Law, Licensee shall conduct all activities in the License Area in accordance with the applicable requirements in the Oregon State Building Code and the Oregon Electrical Specialty Code, as adopted by the City with any legally permitted amendments, and any other applicable local building and electrical code, as those codes exist now or may be amended in the future.

11.2. Compliance with RF Exposure Regulations

Licensee's obligation to comply with all Laws includes all Laws related to maximum permissible exposure to RF emissions on or about the License Area, which includes all applicable FCC standards, whether such RF emissions or exposure results from the Equipment alone or from multiple fixed transmitters.

11.3. Compliance with PUC Rules and Regulations

In addition to Licensee's obligation to maintain compliance with all other Laws, Licensee shall conduct all activities in the License Area in accordance with all applicable rules, regulations, and other requirements adopted or enacted by the PUC.

11.4. Compliance with Prevailing Wage Regulations

The services to be provided under this Master License and any Site License are or may be subject to prevailing wage rate payment as set forth in applicable Laws. Accordingly, to the extent that any such services are subject to the prevailing wage rate payment requirements, Licensee shall, and shall cause its Agents to, comply with all applicable Oregon Revised Statutes requirements pertaining to “public works,” including the payment of prevailing wages in connection with the services to be provided to the City hereunder (collectively, “Prevailing Wage Policies”). Within ten (10) Business Days following Licensee’s receipt of the City’s written request, Licensee shall make available, during Licensee’s regular business hours, for the City to inspect at Licensee’s corporate offices in Clackamas County, which Licensee shall designate, copies of Licensee’s payroll records that pertain to this Master License and any Site License, and other proof of compliance with the Prevailing Wage Policies consistent with the requirements in applicable Laws, as may be amended or superseded. The City shall also have the right to copy such records, subject to the City’s written agreement that the City shall only disclose such records to the extent that the City is required under applicable Laws to make such records available for review by or disclosure to third parties.

Licensee shall defend, indemnify, and hold the City and Indemnified City Parties harmless from and against any and all present and future Claims that arise from or in connection with Licensee’s obligation to comply with Prevailing Wage Policies, and all Laws with respect to the installation, construction, or other work in connection with this Master License and any Site License, which includes, without limitation, any and all Claims that may be made by Licensee’s Agents or any other contractors, subcontractors, or other third parties pursuant to applicable Laws, as may be amended or superseded in the future.

Licensee hereby waives, releases, and discharges forever the City and Indemnified City Parties from any and all present and future Claims that arise from or in connection with Licensee’s obligation to comply with Prevailing Wage Policies and all Laws with respect to the installation, construction, or other work in connection with this Master License and any Site License.

12. PUBLIC WORKS’ OPERATIONS

12.1. City’s Access to License Area

Except as specifically provided otherwise in this Master License, the City and its Agents have the absolute right to access any License Area, in whole or in part, at any time, without notice, for any purpose; however, the City and its Agents shall not interfere in any way with any Equipment, except as provided in this Master License or a Site License. The City will not be liable in any manner whatsoever, and Licensee expressly waives any Claims for inconvenience, disturbance, lost business, nuisance, or other damages that may arise from the City’s or its Agents’ access to the License Area, which includes, without limitation, any Equipment, Vertical Infrastructure, or Utility Infrastructure removed in an emergency or other exigent circumstances pursuant to **Section 12.4** (Emergencies), except to the extent that the damage is caused directly by the City’s or its Agent’s gross negligence or willful misconduct, and not contributed to by Licensee’s or its Agents’ or Invitees’ acts, omissions, or negligence.

12.2. City's Maintenance, Repairs, or Alterations to City Property

The City may maintain, alter, add to, repair, remove from, and/or improve the License Area, as the City may, in its sole discretion, deem necessary or appropriate for its street light operations and other municipal functions. The City shall not be obligated to maintain or repair the License Area, in whole or in part, solely for Licensee's benefit. Except as provided otherwise in this Master License, neither any City work in any License Area nor any condition on any License Area will: (1) entitle Licensee to any damages; (2) excuse or reduce any obligation by Licensee to pay any sums due, including, but not limited to, Annual Fees or Additional Fees, or perform any covenant under this Master License or any Site License; or (3) constitute or be construed as a constructive termination of this Master License or any Site License or as constructive eviction or termination from the License Area.

12.3. Notice to Licensee for Non-Emergency Maintenance or Repairs

From time-to-time, the City may find it necessary or appropriate to perform work in the License Area that temporarily affects the Equipment or requires the Equipment to be temporarily powered down. In non-emergency circumstances, the City will use reasonable efforts to: (1) make a good-faith effort to provide prior notice to Licensee's On-Call Representative; (2) to allow Licensee's On-Call Representative to observe the City's work; and (3) avoid or minimize disruption to Licensee's ordinary operations in the License Area, taking into account any exigencies that may threaten persons or property. The provisions in this **Section 12.3** will not be construed to impede or delay the City's authority and ability to make changes to the License Areas necessary to maintain street light services, traffic control services, any municipal utility services (to the extent permissible under applicable Laws), or any other municipal functions carried out for the public's health, safety, welfare, or benefit.

12.4. Emergencies

In emergencies, and unless expressly provided in applicable Laws, the City's work and operations will take precedence over Licensee's operations, which includes, without limitation, any Equipment operated in the License Area, and the City may access the License Area, in whole or in part, as the City deems necessary, in its sole and absolute determination and in accordance with this **Section 12.4**, with or without notice to Licensee. When safe and practicable, as solely determined by the City, the City will notify Licensee of any emergency or other exigent circumstances that requires the City to remove or replace any Vertical Infrastructure or the Utility Infrastructure serving the Vertical Infrastructure, as the case may be, or other City Property and will allow Licensee to remove its Equipment before the City removes or replaces such Vertical Infrastructure (including the Utility Infrastructure serving the Vertical Infrastructure, as the case may be) or other City Property; provided, however, that the City will remove the Equipment from the License Area when, in the City's sole determination, it would: (1) be unsafe or not practicable to wait for Licensee to perform (or cause to be performed) the work; (2) result in significant delay; or (3) otherwise threaten or compromise public health, safety, welfare, or public services. The City will remove any Equipment with reasonable care and store such Equipment for retrieval by Licensee. Licensee shall have the right to reinstall such removed Equipment (or equivalent replacement Equipment), at Licensee's sole expense, on the repaired or replaced Vertical Infrastructure, including the Utility Infrastructure serving the Vertical Infrastructure, as the case may be, and/or License Area, in accordance with the provisions in this Master License, any applicable Site License, and all applicable Laws. Licensee expressly acknowledges that any act(s) taken by the City pursuant to this **Section 12.4**, which includes, without limitation, any Equipment removal or

storage, will not be deemed to be a forcible or unlawful entry onto the License Area or any interference with Licensee's contractual privilege to use the License Area.

13. INDEMNIFICATION

13.1. Licensee's Indemnification Obligations

Licensee, for itself and its successors and assigns, shall indemnify, defend, and hold the Indemnified City Parties harmless from and against any and all Claims incurred in connection with, or arising in whole or in part from, any act or omission by Licensee or its Agents, licensees, customers, or invitees in connection with this Master License, any Site License, or any Equipment, including, without limitation, Claims on the basis of RF emissions, whether any negligence may be attributed to any Indemnified City Parties or not, whether any liability without fault is imposed or sought to be imposed on any Indemnified City Parties or not, but except to the extent that such Claim is caused by the gross negligence or willful misconduct of the City, the Indemnified Parties, or any of them. Licensee's obligations under this **Section 13** include, without limitation, all reasonable fees, costs, and expenses for attorneys, consultants, and experts, and the City's actual costs to investigate and defend any Claim. Licensee expressly acknowledges and agrees that: (1) Licensee has an immediate and independent obligation to defend any Indemnified City Parties from any Claim that falls within this **Section 13**, even when the allegations in the Claim are or appear to be groundless, fraudulent, or false; and (2) Licensee's obligations under this **Section 13** arise at the time any Indemnified City Parties tender such Claim to Licensee, and continue until such Claim's final non-appealable resolution. Licensee's obligations under this **Section 13.1** shall survive this Master License's and any applicable Site License's expiration, revocation, or termination.

13.2. Licensee's Defense of City

In the event that any Claim is brought against any Indemnified City Parties in connection with any subject matter for which any Indemnified City Parties are indemnified by Licensee under this Master License or any Site License, Licensee shall, upon written notice and at Licensee's sole cost and expense, resist and defend against such Claim with competent and experienced legal counsel reasonably acceptable to the City, the Indemnified Parties, or any of them. Such legal counsel retained by Licensee shall: (1) possess not less than ten (10) years' direct experience in similar actions or proceedings as that brought against the Indemnified City Parties; (2) be duly licensed to practice law in the State of Oregon; (3) have no past or pending disciplinary actions by any United States tribunal or state bar association; and (4) have no actual or potential conflicts of interest with any Indemnified City Parties. Licensee shall not, without the City's written consent, enter into any compromise or settlement agreement on any Indemnified City Parties' behalf that: (a) admits any liability, culpability, or fault whatsoever on any Indemnified City Party's part; or (b) requires any Indemnified City Party to take any action, which includes, without limitation, any change in the City's policies, or pay any money. Nothing in this Master License shall be construed to limit or preclude any Indemnified City Parties or their respective legal counsel from cooperating with Licensee and participating in any judicial, administrative, or other litigation or proceeding. Licensee's obligations under this **Section 13.2** shall survive this Master License's and any applicable Site License's expiration, revocation or termination.

14. INSURANCE

Prior to any activities by Licensee on the License Area or other City Property, Licensee and its contractors and subcontractors shall comply with all insurance requirements and other obligations contained in **Exhibit B**, attached hereto and incorporated herein, and shall provide the City with all required certificates, endorsements, and other documentation. The City shall have the right to amend or replace the insurance requirements and other obligations contained in **Exhibit B**, one time during any consecutive sixty (60) month period during the Term of this Master License, upon sixty (60) days' prior written notice to Licensee, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any noncompliance with any insurance requirements in this Master License by Licensee, or its contractors or subcontractors, shall entitle the City to declare Licensee in default of this Master License and any affected Site Licenses, subject to Licensee's right to cure such non-compliance within the time period prescribed in this Master License following Licensee's receipt of the City's written notice alleging Licensee's non-compliance with any required insurance in **Exhibit B**.

15. LIMITATIONS ON LIABILITY

15.1. General Limitation on City's Liability

Licensee expressly acknowledges that the City is not responsible or liable to Licensee for any and all Claims that arise in connection with: (1) acts or omissions by persons or entities using the sidewalk, street, or other areas adjoining, adjacent to, or connected with any License Area; (2) any utility service interruption; (3) theft; (4) burst, stopped, or leaking water, gas, sewer, steam, or other pressurized pipes; (5) fires, floods, earthquakes, or other *force majeure*; (6) any vehicular collision on or about the License Area or other City Property; (7) any costs or expenses incurred in connection with any relocation or rearrangement as provided in **Section 8.5** (Rearrangement and Relocation); or (8) any costs or expenses incurred in connection with any removal or restoration as provided in this Master License or any Site License; all except to the extent such events are caused directly by the gross negligence or willful misconduct of the City, the Indemnified City Parties, or any of them. Licensee, in perpetuity, expressly waives and releases all Claims it may have against the City or any Indemnified City Parties, whether known or unknown, whether foreseeable or unforeseeable, that arise in connection with the events described in this **Section 15.1** as may be related to this Master License, any Site License, or locations on or about the License Area. The provisions in this **Section 15.1** shall survive this Master License's and any applicable Site License's expiration, revocation, or termination.

15.2. Consequential, Indirect, or Punitive Damages

Neither party will be liable under this Master License for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption, loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. Licensee expressly acknowledges and agrees that the Annual Fees and Additional Fees payable under this Master License do not take into account any potential liability on the City's part or any Indemnified City Parties' part for consequential or incidental damages. The City would not be willing to enter into this Master License or issue any Site Licenses unless Licensee completely waived any Claims against the City or any Indemnified City Parties, to the fullest extent permitted by applicable Laws, for consequential or incidental damages due to the acts or omissions by

the City or its Agents, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligation placed on Licensee or other waivers contained in this Master License, and as material consideration for this Master License and all Site Licenses (if any), Licensee fully releases, waives, and discharges forever any and all Claims against the City for consequential, special, indirect, punitive, and incidental damages that may arise from or in connection with this Master License or any Site License, which includes, without limitation, any lost profits related to any disruption to Equipment and any interference with uses or operations conducted by Licensee under this Master License and/or any Site Licenses, from any cause whatsoever, and whether or not due to the active or passive negligence or willful misconduct by the City or any Indemnified City Parties, and covenants not to sue for such damages the City, the City's departments, and all City agencies, officers, directors, and employees, and all persons acting by, through, or under them. The provisions in this **Section 15.2** shall survive this Master License's and any applicable Site License's expiration, revocation, or termination.

15.3. No Personal Liability for City Personnel

In no event will any City board, agency, member, officer, employee, or other Agent be personally liable to Licensee, or its successors or assigns, for any default, breach, other nonperformance, or unpaid sum by the City. The provisions in this **Section 15.3** shall survive this Master License's and any applicable Site License's expiration, revocation, or termination.

15.4. No Relocation Assistance

This Master License and any Site License shall not create any right in Licensee to receive any relocation assistance or payment for any reason under the Oregon Department of Transportation's Relocation and Reimbursement Policy or the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq.*), as either may be amended or superseded, or any similar Laws upon or after any termination. To the extent that any such Laws may apply, Licensee waives, releases, and relinquishes forever any and all Claims that it may have against the City, or the urban renewal agency activated by the City pursuant to ORS 457.035 and 457.045, for any compensation from the City or said urban renewal agency, except as provided in **Section 23** (Condemnation).

16. HAZARDOUS MATERIALS

16.1. Hazardous Materials in the License Area

Licensee covenants and agrees that neither Licensee nor its Agents, carriers, tenants, subtenants, sublicensees, assignees, and/or Invitees will cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, disposed of, or Released in, on, under, over, along, or about the License Area or any other City Property, in whole or in part, or transported to or from any City Property in violation of any Environmental Laws, except that Licensee may use small quantities of Hazardous Materials as needed for routine operation, cleaning, and maintenance of Licensee's Equipment that are customarily used for routine operation, cleaning, and maintenance of such Equipment and so long as all such Hazardous Materials are contained, handled, and used in compliance with all Environmental Laws.

16.2. Hazardous Material Release Notice

Licensee shall immediately notify the City if and when Licensee learns, or has reason to believe, any Hazardous Material Release has occurred in, on, under, over, along, or about the License Area or other City Property caused by Licensee or its Agents, carriers, tenants, subtenants, sublicensees, assignees, and/or Invitees; however, no default may be declared by the City pursuant to this **Section 16.2** unless Licensee has actively concealed or otherwise taken no action regarding a Hazardous Material Release after Licensee learns or has reason to believe that a Hazardous Material Release has occurred. Licensee will not be deemed to have assumed liability for any such Release by giving such notice, unless such Release was caused by or arose in connection with the acts, omissions, or negligence of Licensee or its Agents, carriers, tenants, subtenants, sublicensees, assignees, and/or Invitees.

16.3. Licensee's Hazardous Material Indemnification Obligations

If Licensee breaches any obligations contained in this **Section 16** (Hazardous Materials), or if any act, omission, or negligence by Licensee or its Agents, carriers, tenants, subtenants, sublicensees, assignees, and/or Invitees, results in any contamination on or about the License Area or other City Property, or in a Hazardous Material Release from, on, about, in, or beneath the License Areas or any other City Property, in whole or in part, or any Environmental Law violation, then Licensee, for itself and its successors and assigns, shall indemnify, defend, and hold the City and any Indemnified City Parties harmless from and against any and all Claims (including damages for decrease in value of the License Area or other City Property, the loss or restriction of the use of usable space in the License Area or other City Property, and sums paid in settlement of Claims, attorneys' fees, consultants' fees, and experts' fees, and related costs) that arise during or after the Term related to or in connection with such Release or violation; provided, however, Licensee shall not be liable for any Claims to the extent such Release or violation was caused directly by the City's gross negligence or willful misconduct. Licensee's indemnification obligation includes all costs incurred in connection with any activities required to Investigate and Remediate any Hazardous Material brought or Released onto the License Area or other City Property by Licensee, or its Agents or Invitees, and to restore the License Area or other City Property to its condition prior to such introduction or Release, or to correct any Environmental Law violation. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City and the other Indemnified City Parties from any Claim that actually or potentially falls within this indemnity provision, even if the allegations supporting the Claim are or may be groundless, fraudulent, or false, and that said obligation arises at the time such Claim is tendered to Licensee by the Indemnified City Party and continues until the Claim is finally resolved. Without limiting the foregoing, if Licensee or any of its Agents or Invitees causes any Hazardous Material Release on, about, in, or beneath the License Area or other City Property, then in any such event Licensee shall promptly, at no expense to any Indemnified City Party, take any and all necessary actions to return the License Area and/or other City Property, as applicable, to substantially the same condition existing prior to such Hazardous Materials Release in the License Area or other City Property, or otherwise abate the Release in accordance with all Environmental Laws, except to the extent such Release was caused directly by the City's willful misconduct. Licensee shall afford the City a full opportunity to participate in any discussions with regulatory agencies regarding any settlement agreement, cleanup, or abatement agreement, consent decree, or other compromise or proceeding that involves Hazardous Material Release on or about the License Area. Notwithstanding the foregoing or any other provision in this Master License, Licensee shall not be liable or responsible for environmental or industrial hygiene conditions that existed before the execution of the applicable Site License, but Licensee will have the burden of proving that the condition existed prior to the execution of the applicable Site License; and even if it did

exist prior to the execution of the applicable Site License, if Licensee's use of or construction in the License Area causes a Hazardous Materials Release, Licensee shall be solely liable for all costs related to the clean-up of the Hazardous Materials Release to pre-contamination condition.

17. INTERFERENCE

17.1. Licensee's Obligation Not to Cause Interference

Licensee may not install, maintain, or operate any Equipment in a manner that interferes with or impairs other communication (radio, telephone, data, and/or other transmission or reception) or computer equipment lawfully used by any persons or entities, which includes the City and its Agents and Invitees, which includes, without limitation, any first responders or other public safety personnel. Such interference will be a default by Licensee under this Master License and any applicable Site License. Upon notice from the City, by calling Licensee's network operations center at 1-800-832-6662, Licensee shall promptly eliminate such interference at no cost to the City. Licensee will be required to use its best efforts to remedy and cure such interference without any impairment to any City operations. If Licensee does not promptly cure such default, the parties acknowledge that continued interference may cause irreparable injury to the City and, therefore, the City will have the right to bring an action against Licensee to, at the City's election, immediately enjoin such interference and/or to terminate all Site Licenses where the Equipment causes interference or impairment to other communications signal equipment existing at the time of installation of Licensee Equipment. The parties acknowledge that Licensee possesses technical expertise that puts Licensee in the best position to identify and mitigate interference sources, and Licensee shall be primarily responsible for identification and mitigation work. Notwithstanding the foregoing, the City and Licensee hereby agree to comply with FCC guidelines and protocols with regard to third-party interference.

18. DEFAULT

18.1. Defaults and Cure Periods

The parties agree that any failure to perform or observe any term, condition, obligation, or other provision in this Master License or any Site License shall be a default. For any monetary default, the defaulting party shall have thirty (30) days after written notice from the non-defaulting party to perfect a cure. The defaulting party shall not be entitled to any additional time to cure a monetary default. For any non-monetary default, the defaulting party shall have thirty (30) days after written notice from the non-defaulting party to perfect a cure; provided, however, that for any non-monetary default that cannot reasonably be cured within thirty (30) days, the defaulting party shall have additional time as is reasonably necessary to perfect the cure if the defaulting party commences to cure the default within the first thirty (30) days after notice and diligently pursues the cure to completion.

18.2. Licensee's Remedies

Except as may be otherwise provided elsewhere in this Master License, Licensee's sole remedies for the City's uncured default will be: (1) to terminate the Site License(s) affected by the uncured default on thirty (30) days' prior written notice; and (2) an action for limited damages, as set forth in **Section 15** (Limitations on Liability).

18.3. Licensee's Uncured Default and the City's Remedies

If Licensee does not cure its default within the applicable cure period in **Section 18.1**, then thereafter the City may elect any of the following remedies:

- (a) Suspend Licensee's access to the License Area to which the default pertains;
- (b) Terminate the specific Site License Agreement(s), or affected portion thereof, covering the License Area(s) to which the default pertains;
- (c) Require Licensee's obligation to which the default has been declared to be specifically performed;
- (d) Continue in effect any applicable Site Licenses to which the default pertains, with the right of the City to enforce all its rights and remedies, which include, without limitation, the right to receive all Annual Fees, Additional Fees, Default Fees, and other sums as they may become due and to maintain an action at law against Licensee for damages directly incurred by the City arising directly from Licensee's uncured default; and
- (e) Any other rights or remedies available to the City at law or in equity.

18.4. City's Uncured Default and Licensee's Remedies

If the City does not cure its default, then thereafter, Licensee may bring an action for specific performance or actual damages, subject to all limitations of **Section 15**.

18.5. Default Fees

In addition to all other rights and remedies available to the City, the City may require Licensee to pay an Additional Fee to offset the City's administrative cost to enforce compliance with the non-monetary terms of this Master License or any Site License, as more particularly described on **Schedule 3** (each a "**Default Fee**"). Licensee shall pay the Default Fee within thirty (30) days after Licensee's receipt of a written demand from the City. If Licensee fails to timely pay the Default Fee or cure the underlying default within the applicable cure period, the City shall have the right (but not the obligation) to send Licensee a follow-up notice and demand for an additional Default Fee that will be due and payable within thirty (30) days. Licensee's obligation to pay Default Fees is separate and distinct from the underlying default. Default Fee payments shall not be deemed to cure the underlying default.

18.6. Cumulative Remedies

Except as otherwise provided in this Master License, all rights and remedies available to the City or Licensee are cumulative and not a substitute for any rights or remedies otherwise available to the City or Licensee.

19. TERMINATION

19.1. Master License Termination

This Master License may be terminated as follows: (1) by a non-defaulting party, upon written notice, if the defaulting party remains in default beyond any applicable cure period and the default affects all or substantially all of the Site Licenses; (2) by the City, upon written notice, if Licensee attempts to assign or otherwise transfer this Master License or all or substantially all of the Site Licenses in a manner that violates this Master License; or (3) by Licensee, upon sixty (60) days' prior written notice to the City, for any or no reason.

19.2. Site License Termination

Any Site License subject to this Master License may be terminated as follows: (1) by a non-defaulting party, upon written notice, if the defaulting party remains in default beyond any applicable cure period; (2) by the City, upon written notice, if Licensee attempts to assign or otherwise transfer the applicable Site License in a manner that violates this Master License; or (3) by Licensee, upon sixty (60) days' prior written notice to the City, for any or no reason. In addition, and subject to **Section 26** (Surrender of License Area), the City has the right to terminate any or all Site Licenses if the City determines, in the City's sole discretion, that Licensee's operations on or about the License Area: (a) adversely affect or threaten public health and safety; (b) materially interfere with the City's municipal functions; or (c) require the City to maintain City Property, City-owned Vertical Infrastructure, or Utility Infrastructure for an applicable Site License that the City no longer needs for its own purposes. In the event of termination pursuant to subsections (b) or (c), the City shall provide Licensee with at least thirty (30) days' prior written notice of termination.

20. ASSIGNMENT AND OTHER TRANSFERS

20.1. General Restriction on Assignment and Other Transfers

Except as specifically provided in **Section 20.3** (Permitted Assignments), Licensee shall not directly or indirectly assign or transfer its interests or rights, whether in whole or in part, in connection with this Master License, any Site License, or the License Area without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

20.2. Permitted Assignment and Other Transfer Procedures

20.2.1. Proposed Assignment Notice

In the event that Licensee desires to assign or otherwise transfer any right, title, or interest in this Master License or any Site License, whether in whole or in part, and such assignment or other transfer is not a Permitted Assignment, Licensee shall first send written notice to the City (the "**Proposed Assignment Notice**"), which states in detail the proposed terms and conditions for the proposed assignment or other transfer, and complete information that the City reasonably requires to fully evaluate Licensee's request and render an informed decision, which includes, without limitation, non-confidential financial statements, business track records, references, and other information about the proposed assignee or transferee (the "**Proposed Assignee**"). In the event that Licensee does not provide all such information simultaneously with the Proposed

Assignment Notice, the Proposed Assignment Notice shall not be deemed effective until Licensee delivers all such information as the City may reasonably require.

20.2.2. City's Response to Proposed Assignment Notice

The City shall approve or disapprove any request for consent to an assignment or other transfer within thirty (30) days after the City receives a complete Proposed Assignment Notice (the "**Assignment Response Period**"). If the City fails to respond within the Assignment Response Period, the request for consent will be deemed disapproved. If the City delivers to Licensee written consent to the proposed assignment or other transfer, then Licensee shall have one hundred (100) days from such written consent to complete the assignment or other transfer. The City's consent will be deemed to be automatically revoked if Licensee fails to complete the proposed assignment or other transfer within said one hundred (100) day period; provided, however, that the one hundred (100) day period may be extended to a date certain in a written agreement, which the City shall not unreasonably refuse if the extension is necessitated by circumstances outside Licensee's control. Licensee shall reimburse the City on demand for all reasonable costs that the City incurs in connection with any proposed assignment, which includes the costs to investigate the acceptability of the Proposed Assignee and the City's reasonable actual legal costs incurred in connection with considering any requested consent.

20.3. Permitted Assignments

20.3.1. General Authorization

Subject to the conditions in **Section 20.3.2**, The City agrees that Licensee will be permitted to assign or otherwise transfer this Master License and any Site License(s) issued under it without the City's prior consent, but with written notice to the City as provided below, to: (1) an Affiliate; (2) an entity that acquires all or substantially all of Licensee's assets in the market in which the License Area is located (as the "market area" is or may be defined by the FCC); (3) an entity that acquires a Controlling interest of Licensee by a change in stock ownership or partnership interest; (4) an entity Controlled by Licensee; or (5) an entity that is a successor to Licensee either by merger or other consolidation of Licensee (each such assignment or transfer, a "**Permitted Assignment**").

20.3.2. Conditions on Permitted Assignments

All Permitted Assignments will be subject to all of the following conditions: (1) the Proposed Assignee may use the License Area only for the Permitted Use and holds all Regulatory Approvals necessary to lawfully install, operate, and maintain Equipment on the License Area; (2) Licensee or its assignee provides the City notice of the Permitted Assignment no later than thirty (30) days following the date of the assignment and assumption of the Master License or the applicable Site Licenses, as the case may be; and (3) Licensee is not in default of its obligations under this Master License or any Site License.

20.4 Effect of Assignment or Other Transfer

No assignment or other transfer by Licensee, consent to assignment by the City, or Permitted Assignment under **Section 20.3** (Permitted Assignments) will relieve Licensee from any obligation on

its part under this Master License or any Site License, unless and until the Proposed Assignee signs a written agreement, in a form reasonably acceptable to the City, to unconditionally assume all of Licensee's obligations under the Master License and Site Licenses. Any assignment or other transfer that is not in compliance with this Master License will be void and be a material default by Licensee without a requirement for notice and a right to cure. The City's acceptance of any Annual Fee, Additional Fee, or other payments from a Proposed Assignee will not be deemed to be the City's consent to such assignment or other transfer, recognition of any assignee or transferee, or waiver of any failure of Licensee or other transferor to comply with this **Section 20** (Assignment and Other Transfers).

21. LICENSEE'S CUSTOMERS AND COLLOCATORS

The parties acknowledge that Equipment deployed by Licensee in the License Area(s) pursuant to this Master License and any applicable Site License may be owned and/or remotely operated by third-party wireless carrier customer ("**Carriers**") and installed and maintained by Licensee pursuant to existing agreements between Licensee and a Carrier. Such Equipment shall be treated as Licensee's Equipment for all purposes under this Master License and any applicable Site License. A Carrier's ownership and/or operation of such Equipment shall not constitute an assignment under this Master License or the applicable Site License, provided that Licensee shall not actually or purport to sell, assign, encumber, pledge, or otherwise transfer any part of its interest in the License Area to a Carrier, or otherwise permit any portion of the License Area to be occupied by anyone other than Licensee. Licensee shall remain solely responsible and liable for the performance of all obligations under this Master License and the applicable Site License with respect to any Equipment owned and/or remotely operated by a Carrier. As an illustration and not a limitation, the obligations in **Section 13** (Indemnification) and **Section 14** (Insurance) shall apply to any acts or omissions by a Carrier in connection with this Master License, the applicable Site License, and/or any Equipment. This Master License or any Site License shall not be construed to give any third party, which includes, without limitation, Carriers or any other potential third-party beneficiaries, any right, title, or interest in this Master License or any Site License, or the real or personal property(ies) that may be affected by the same. Such use by Licensee or Carriers shall not involve any physical changes to the Equipment other than changes permitted under **Section 6.5** (Future Maintenance and Repairs). Licensee shall provide prior written notice to the City that: (1) identifies the customer who will be using the Equipment and the location(s) where such use will occur; and (2) includes the appropriate Annual Fee for the additional carrier as specified in **Schedule 1**, prorated to account for any partial year. Thereafter, Licensee shall pay the additional carrier fee each year in the same manner as the Annual Fee so long as the additional carrier continues to use the Equipment. Notwithstanding anything in this Master License to the contrary, Licensee shall not be required to pay any Additional Fee to allow Licensee's customers to use wireline Equipment for data transport, backhaul, or similar services.

22. CASUALTY

22.1. City's Rights Upon a Casualty Event

In the event the License Area, in whole or in part, becomes damaged due to any cause, the City will have no obligation whatsoever to repair or replace the damaged License Area. The City shall only be responsible to Licensee for damage to Licensee's Equipment, Vertical Infrastructure, or Utility Infrastructure to the extent caused by the City, its employees, Agents, contractors, or subcontractors. Within approximately thirty (30) days after the date on which the City discovers damage or destruction to the License Area, the City will give Licensee notice of the City's decision whether to repair or replace

the damaged License Area and its good-faith estimate of the amount of time they will need to complete the work. If the City cannot complete the work within forty-five (45) days after the date that the City specifies in its notice, or if the City elects not to do the work, then Licensee will have the right to terminate the applicable Site License on fifteen (15) days' prior written notice to the City. If Licensee elects not to terminate the applicable Site License, payment of the Annual Fee shall abate until Licensee is able to resume full on-air operation of its Equipment in the ordinary course of Licensee's business, except that Licensee shall not be exempted from its obligations to reimburse the City for the City's actual costs caused by Licensee during this period. If the City elects to remove, rather than repair or replace, the damaged or destroyed License Area, then the applicable Site License will automatically terminate on the last day of the month in which the removal occurs. If the acts of third parties or an act of nature or other *force majeure* circumstance outside the control of Licensee or its Agents or Invitees damages or destroys the License Area to such an extent that, in the City's reasonable determination, the Equipment in the License Area cannot be operated in a safe manner, the City may elect to terminate the applicable Site License, on thirty (30) days' notice to Licensee, and require Licensee to remove the Equipment from the damaged License Area before the termination date specified in the City's notice.

22.2. Licensee's Rights After Termination

In the event that the City terminates a Site License pursuant to **Section 22.1** (City's Rights Upon a Casualty Event), the City will prioritize Licensee's Site License Application for a substantially similar Site License for a different proposed License Area as a replacement for the terminated Site License.

23. CONDEMNATION

If the whole or any part of a License Area is permanently taken or transferred by any local, state, or federal government authority pursuant to applicable Law, the applicable Site License will automatically terminate as to the part of the License Area taken or transferred on the date the permanent taking or transfer occurs. The City will be entitled to any award paid or made in connection with the taking or any sums paid in lieu of such taking. Licensee will have no Claim against the City for the value of any unexpired term of the applicable Site License, or otherwise, except that Licensee may claim any portion of the award that is specifically allocable to Licensee's loss or damage to Licensee-owned Equipment, Vertical Infrastructure, or Utility Infrastructure. The parties understand, acknowledge, and agree that this **Section 23** is intended to fully govern the parties' rights and obligations in the event of a permanent taking.

24. RECORDS

24.1. City Audit Rights of Licensee's Accounting Records

Licensee shall maintain, throughout the Term (and for at least four (4) years after this Master License expires or terminates), the following records at one of Licensee's physical offices within the State of Oregon, and in an electronic format: (1) identification information and physical location (e.g., a physical address and/or GPS coordinates) for all Equipment and Licensee-owned Vertical Infrastructure and Utility Infrastructure within the City's territorial and/or jurisdictional boundaries; and (2) accounting records that contain the amount and payment date for all Annual Fees and all other sums paid to the City pursuant to this Master License and any Site Licenses. To determine whether Licensee has fully and accurately paid all Annual Fees and other sums payable to the City under this Master License and any Site License, the City, or its designee, will have the right, one time in any consecutive five (5) year period

during the Term of the Master License, and so long as litigation is not pending between the City and Licensee arising from or related to this Master Agreement, to inspect and audit Licensee's accounting records at one of Licensee's offices in the State of Oregon, during regular business hours on thirty (30) Business Days' advance written notice to Licensee. Such written notice from the City must identify with specificity the period for which the City wishes to conduct its audit. Licensee shall have the right to have employees and its Agents physically present at all times that the City, its employees, or Agents are conducting any such audit, and representatives of the City shall comply with Licensee's standard accounting policies and procedures pertaining to the City's auditing of Licensee's accounting records which are considered by Licensee to be proprietary and confidential. In the event that any City audit concludes that Licensee failed to pay Annual Fees and other sums by more than ten percent (10%) of the aggregate amount of Annual Fees and other sums due under this Master License for the period identified by the City in its written notice to Licensee, then Licensee shall, within fifteen (15) Business Days after Licensee's receipt of a written invoice from the City, pay: (a) all outstanding sums; and (b) reimburse the City for the City's reasonable, actual, and documented costs and expenses to conduct the audit. Notwithstanding the foregoing, if the audit reveals that Licensee failed to pay Annual Fees and other sums by less than ten percent (10%) of the aggregate amount of Annual Fees and other sums due under this Master License for the period for which the City notified Licensee, then Licensee shall remit any underpayment within fifteen (15) days after Licensee's receipt of a written demand from the City, but shall not have to reimburse the City for the City's audit costs. If the City's audit reveals that Licensee has overpaid its Annual Fees and other sums due to the City under the Master License, then the City shall reimburse Licensee for any such overpayment within fifteen (15) days of the City's receipt of Licensee's invoice.

24.2. Equipment Inspections and Audits

The City has the right (but not the obligation) to inspect the License Area and the Equipment to: (1) inspect all the Equipment, all appurtenant structures, and any other equipment or improvements in the Public Rights-of-Way constructed, installed, laid, maintained, or operated by Licensee pertaining to this Master License and any Site License; and (2) evaluate Licensee's compliance with this Master License, any Site License, any Regulatory Approval, and all applicable Laws; however, the City shall not touch or interfere in any way with any Equipment, except as otherwise allowable herein. In the event that any such inspection or evaluation concludes that any of Licensee's Equipment, Vertical Infrastructure, or Utility Infrastructure was installed, operated, or maintained without all Regulatory Approvals, or there is a "Material Defect" in the Equipment installed, operated, or maintained pursuant to any Regulatory Approval, then the costs of the City's inspection or evaluation, including any costs or expenses by any third-party inspectors or consultants, shall be deemed a Regulatory Fee, and Licensee shall promptly reimburse the City for the same within thirty (30) days of Licensee's receipt of the City's invoice, accompanied by reasonable evidence of the Regulatory Fee so incurred by the City. A "Material Defect" means: (a) a substantial deviation from the Approved Plans; and/or (b) an existing violation of an objective health and safety standard which materially and adversely affects the public health or safety of the general public.

24.3. Estoppels

Licensee, at any time throughout the Term and not less than thirty (30) Business Days following Licensee's receipt of written notice from the City, shall execute, acknowledge, and deliver to the City or its designee an estoppel certificate for the requested Site License with the following statements: (1) that Licensee has accepted the License Area (or, if Licensee has not done so, that Licensee has not accepted

the License Area, in whole or in part, and specifying the applicable License Areas and reasons for non-acceptance); (2) the Site License Effective Date; (3) the Effective Date and Expiration Date of this Master License; (4) that the Master License is in full force and effect and whether or not the Master License and the Site License have been modified and, if so, the manner in which they were modified; (5) whether any defenses currently exist against any action to enforce Licensee's obligations under this Master License (and, if so, specifying the same); (6) whether Licensee believes that the City failed to perform any obligations under this Master License or the Site License (and, if so, specifying any obligations that Licensee believes that the City has failed to meet); (7) the dates, if any, on which the Annual Fees and Additional Fees have been paid; and (8) any other information that may be reasonably required by the City pertaining to the status of the requested Site Licenses.

25. RULES AND REGULATIONS

At all times throughout the Term, Licensee shall fully and faithfully comply with any and all reasonable rules, regulations, and instructions that the City may from time-to-time establish and/or amend with respect to the Permitted Use, the License Area, or the Public Rights-of-Way.

26. SURRENDER OF LICENSE AREA

26.1. Licensee's Removal and Restoration Obligations

Within thirty (30) days after this Master License or any Site License expires or terminates, as the case may be, Licensee shall, at Licensee's sole cost and expense: (1) peaceably remove its Equipment and any Licensee-owned Vertical Infrastructure and Utility Infrastructure from the License Areas affected by the expiration or termination; (2) restore any such License Areas and other City Property affected by the removal to the condition that existed immediately before Licensee installed its Equipment, reasonable wear and tear excepted to the City Engineer's satisfaction; and (3) surrender such License Areas to the City, free and clear from any debris, hazards, liens, and encumbrances caused by Licensee. The obligations under this **Section 26.1** will survive this Master License's or any Site License's expiration, revocation, or termination. If Licensee fails to timely perform its removal and restoration obligations under this Master License, then: (a) Licensee shall remain responsible for all its obligations under this Master License and the applicable Site License, and liable for all Claims that may arise in connection with the Equipment and any Licensee-owned Vertical Infrastructure and Utility Infrastructure through and until such Equipment and Licensee-owned Vertical Infrastructure and Utility Infrastructure are completely removed and the affected areas are completely restored; (b) the City shall have the right (but not the obligation) to perform such obligations; (c) the City shall have the right to store, sell, or destroy any Equipment, Licensee-owned Vertical Infrastructure and Utility Infrastructure, improvements, personal property, or other things installed by Licensee in connection with this Master License and the applicable Site License; and (d) Licensee shall reimburse the City for all costs incurred by the City in connection with such removal and restoration work within thirty (30) days after a written demand for reimbursement and reasonable documentation to support such costs. Within ninety (90) days after any Equipment, Licensee-owned Vertical Infrastructure and Utility Infrastructure have been removed, Licensee shall file as-built plans and maps with the City Engineer, in the same manner and subject to the same requirements as provided in **Section 7.10** (As-Built Plans and Maps).

26.2. Abandonment

At its option, the City may deem any Licensee-owned Equipment, Vertical Infrastructure, or Utility Infrastructure to be abandoned that remains on any License Area or other City Property for more than sixty (60) days after this Master License or any applicable Site License expires or terminates. In any case, the City may dispose of abandoned Equipment in any lawful manner, at Licensee's sole cost. Licensee agrees that Oregon Civil Code sections 1980 *et seq.*, as may be amended or superseded, and similar Laws addressing abandoned property by residential or commercial tenants do not apply to any abandoned Equipment.

26.3. Hold Over

If Licensee fails to surrender the License Area under a particular Site License as required in this Master License, and the City consents, in writing, to Licensee's holdover, the Term will be automatically extended for such Site License on a month-to-month basis for up to one (1) year, on the same terms and conditions except that the Annual Fee shall automatically increase by one hundred twenty-five percent (125%) over the then-current Annual Fee. Any further month-to-month holdover after one (1) year will be subject to an Annual Fee increase of one hundred fifty percent (150%) over the Annual Fee in effect at the start of the holdover. Any holdover without the City's written consent will be a default by Licensee and will entitle the City to exercise any or all rights and remedies for an uncured Default.

27. LETTER OF CREDIT

27.1. Letter of Credit Amount

Prior to any installation, construction, or other work performed by Licensee pursuant to this Master License or any Site License, Licensee shall furnish the City with an irrevocable standby letter of credit, with drawing instructions acceptable to the City, to be drawn on a bank acceptable to the City, in an amount equal to Ten Thousand Dollars (\$10,000) (the "LC") as security to provide recourse for the City (at its option) in the event that Licensee defaults on its obligations to remove its Equipment from any License Area for a terminated or expired Site License or to perform its restoration obligations as set forth in **Section 26.1** under this Master License. In the alternative, Licensee may provide a performance bond in a form approved by the City.

27.2. LC Amount Replenishment

In the event that the City draws on the LC, in whole or in part, to cure a default by Licensee under **Section 26.1**, then Licensee shall replenish the LC to its full amount within thirty (30) days following Licensee's receipt of written notice from the City that the City requires replenishment of the LC in accordance with this **Section 27.2**. The City may, in the City's reasonable discretion, require Licensee to increase the LC amount from time-to-time if the City determines that Licensee has been habitually placed in default of Site Licenses by the City in connection with Licensee's performance of its removal and restoration obligations under **Section 26.1** of this Master License and, therefore, the City warrants additional security to ensure Licensee's performance of its **Section 26.1** obligations.

27.3. LC Application

Licensee agrees that the City may draw upon the LC, in whole or in part, to remedy any failure by Licensee to perform any term, covenant, or condition in **Section 26.1** of this Master License. In the event that the City draws on the LC, in whole or in part, the City will not be deemed to have waived any rights under this Master License, or legal or equitable rights whatsoever.

28. MISCELLANEOUS PROVISIONS

28.1. Notices

Except as may be specifically provided otherwise in this Master License, all notices, demands or other correspondence required to be given in connection with or pursuant to this Master License must be written and delivered through: (1) an established national courier service that maintains delivery records and confirmations; (2) hand delivery; or (3) certified or registered U.S. Mail, with prepaid postage and return receipt requested, and addressed as follows:

To the City:	City of Wilsonville Attn: Zachary Weigel, City Engineer 29799 SW Town Center Loop East Wilsonville, OR 97070
with a required copy to:	City of Wilsonville Attn: City Attorney's Office 29799 SW Town Center Loop East Wilsonville, OR 97070
To Licensee:	New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Re: WILSV002 (OR) Fixed Asset No: 14824039 1025 Lenox Park Blvd NE, 3 rd Floor Atlanta, GA 30319
with a required copy to:	New Cingular Wireless PCS, LLC Attn: AT&T Legal Dept. - Network Operations Re: WILSV002 (OR) Fixed Asset No: 14824039 208 S Akard Street Dallas, TX 75202-4206

All notices, demands, or other correspondence in connection with this Master License shall be deemed to have been delivered: (1) the date delivery is made by personal delivery or overnight delivery; (2) the date an attempt to make delivery fails if a party changes its address without proper notice or refuses to accept delivery after an attempt; or (3) two days after deposit if delivered by U.S. certified mail. Telephone, facsimile, and email information are provided for convenience and for couriers who may require such information. Any notice given solely through electronic means will not be deemed to be effective notice. Any copies required to be given constitute an administrative step for the parties'

convenience and not actual notice. The parties may change the notice addresses above from time-to-time through written notice to the addresses above or the then-current notice address.

28.2. Waivers

No failure by either the City or Licensee to insist that the other strictly perform any obligation, term, covenant, or condition under this Master License, or to exercise any rights, powers, or remedies in connection with the other party's failure to strictly perform such obligation, term, covenant, or condition, no matter how long the failure to insist on such performance or exercise of such rights, powers, or remedies, will be deemed to waive any default for non-performance. No behaviors, patterns, or customs that may arise between the parties with respect to their performance required under this Master License will be deemed to waive any rights, powers, or remedies the parties' may have to insist on strict performance. Neither Licensee's payment nor the City's or its Agents' acceptance of any Annual Fees, Additional Fees, or any other sums due to the City or its Agents under this Master License during any such default will be deemed to cure any such default, waive the City's right to demand material compliance with such obligation, term, covenant, or condition, or be deemed to be an accord and satisfaction for any Claim the City may have for further or additional sums. Any express waiver by either the City or Licensee in connection with any default or obligation to perform any provision, term, covenant, or condition under this Master License will: (1) be limited to the specific default or performance for which the express waiver is granted; (2) not be deemed to be a continuing waiver; and (3) not affect any other default or performance, no matter how similar or contemporaneous such other default or performance may be. The City's or Licensee's consent given in any specific instance in connection with or pursuant to this Master License will not relieve the City or Licensee from the obligation to secure the other's consent in any other or future specific instances, no matter how similar or contemporaneous the request for consent may be.

28.3. Integration; Amendments

This Master License constitutes the entire agreement and understanding between the parties, and supersedes any and all prior agreements and understandings, whether written or oral, with respect to the subject matter covered in this Master License. This Master License and any Site Licenses (and any default in connection with this Master License or any Site Licenses) may not be orally changed, waived, discharged, altered, modified, amended, or terminated. This Master License and any Site Licenses (and any default in connection with this Master License or any Site Licenses) may not be changed, waived, discharged, altered, modified, amended, or terminated, except by a written instrument signed by both parties.

28.4. Interpretation

The parties acknowledge and agree that the following interpretive rules will be applicable to this Master License and any Site License:

28.4.1. General

Whenever required by the context, the singular includes the plural and vice versa; the masculine gender includes the feminine or neuter genders and vice versa; and defined terms encompass all their correlated forms (e.g., the definition for "indemnify" applies to "indemnity," "indemnification," etc.).

28.4.2. Joint and Several Liability

In the event that the City consents to enter into this Master License with more than one Licensee, which consent the City may withhold or condition in the City's sole and absolute discretion, the obligations and liabilities imposed on Licensee under this Master License will be joint and several among the multiple Licensees to this Master License.

28.4.3. Captions and Other Reference Material

The section captions in this Master License and the table of contents have been included for the parties' convenience and reference and neither the captions nor the table of contents in no way define or limit the scope or intent of any provision in this Master License.

28.4.4. Time of the Essence

Time is expressly made of the essence in the performance of this Master License and any Site Licenses.

28.4.5. Inclusive Words and/or Phrases

Inclusive terms and/or phrases, which includes, without limitation, the terms and/or phrases "including," "such as," or similar words or phrases that follow any general or specific term, phrase, statement, or matter, may not be construed to limit the term, phrase, statement, or matter to the stated terms, statements, or matters, or the listed items that follow the inclusive term or phrase, whether any non-limitation language or disclaimers, such as "including, but not limited to," and/or "including, without limitation," are used or not. Rather, the stated term, phrase, statement, or matter will be interpreted to refer to all other items or matters that could reasonably fall within such term, phrase, statement, or matter, given its broadest interpretation.

28.5. Successors and Assigns

Except as may be expressly provided in this Master License, the conditions, covenants, promises, and terms contained in this Master License will bind and inure to the benefit of the City and Licensee, and their respective successors and assigns.

28.6. Brokers

The parties represent to each other that neither has had any contact, dealings, or communications with any Broker in connection with this Master License, whose commission, if any, would be paid pursuant to a separate written agreement between such Broker and such party with which such Broker contracted. In the event that any Broker perfects any Claim or finder's fee based upon any such contact, dealings, or communications, the party to such written contract with such Broker shall indemnify the other party from all Claims brought by such Broker. This **Section 28.6** will survive this Master License's expiration or earlier termination.

28.7. Governing Law; Venue

This Master License must be construed and enforced in accordance with the laws of the State of Oregon, without regard to the principles of conflicts of law. This Master License is made, entered, and will be performed in the City of Wilsonville, County of Clackamas, State of Oregon. Any action concerning this Master License must be brought and heard in the Clackamas County Circuit Court or, if jurisdiction is proper, the United States District Court, District of Oregon, Portland Division.

28.8. Attorney Fees and Costs

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 Master License and any Site License, 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. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

28.9. No Recording

Licensee acknowledges and agrees that: (1) Licensee shall not have the right to record this Master License, any Site License, any memorandum, or any short-form agreement in relation to this Master License or any Site License; and (2) Licensee shall, at Licensee's sole cost and expense, remove any document or other instrument recorded against the City's title to any City Property promptly upon the City's request or demand, in accordance with **Section 10.2** (Liens). In the event that this Master License or any Site License affects or is deemed to affect any real property owned by the City, Licensee may not record any document or instrument in connection with this Master License or any Site License without the City's prior written consent, which the City may withhold in the City's sole and absolute discretion.

28.10. No Third-Party Beneficiaries

Neither this Master License nor any Site License is intended to (and shall not be construed to) give any third party, which includes, without limitation, Licensee's customers or any other third-party beneficiaries, any right, title, or interest in this Master License, any Site License, or the real or personal property(ies) that may be affected by the same.

28.11. Survival

All terms, provisions, covenants, conditions, and obligations in this Master License and any Site License will survive this Master License's or the subject Site License's expiration or termination when, by their sense or context, such provisions, covenants, conditions, or obligations: (1) cannot be observed or performed until this Master License's or any Site License's expiration or earlier termination; (2) expressly so survive; or (3) reasonably should survive this Master License or any Site License expiration or earlier termination. Notwithstanding any other provision in this Master License or any Site License, the parties' rights to enforce any and all indemnities, representations, and warranties given or made to the other party under this Master License, any Site License, or any provision in this Master

License or any Site License will not be affected by this Master License or any Site License expiration or termination.

28.12. Severability

If any provision in this Master License, any Site License, or such provision's application to any person, entity, or circumstances is held by any court with competent jurisdiction to be invalid or unenforceable: (1) such provision or its application to such person, entity, or circumstance will be deemed severed from this Master License or any Site License; (2) all other provisions in this Master License, any Site License, or their application to any person, entity, or circumstance will not be affected; and (3) all other provisions in this Master License, any Site License, or their application to any person, entity, or circumstance will be valid and enforceable to the fullest extent permitted by Law, except to the extent that such enforcement would (a) be manifestly unreasonable or manifestly inequitable under all the circumstances, or (b) undermine one or both parties' fundamental purpose in entering this Master License.

28.13. Jointly Drafted

This Master License has been jointly negotiated and, although formulated at the outset by counsel for the City, the Master License has been reviewed by counsel for Licensee, and each such counsel has participated in the preparation of the final Master License. The language of this Master License shall be construed as a whole according to its fair meaning, and not strictly for or against any party, and it is agreed that no provision hereof shall be construed against any party hereto by virtue of the activities of that party or such party's attorneys.

28.14. Authority

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

IN WITNESS WHEREOF, the City and Licensee have executed this Master License as of the Effective Date.

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

As Its: _____

CITY:

CITY OF WILSONVILLE,
a municipal corporation of the State of Oregon

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney

EXHIBIT A

FORM OF SITE LICENSE AGREEMENT

(appears behind this coversheet – 6 pages)

APPLICATION NO. _____
SITE LICENSE NO. _____ *[insert number in consecutive order]*

[completed and accepted application becomes the Site License Agreement]

Pursuant to that certain Master License between the **City of Wilsonville**, a municipal corporation of the State of Oregon (the “**City**”), and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company (“**Licensee**”), Licensee submits to the City two partially executed counterparts of this Site License Application, together with all the materials listed below, as its Site License Application, in accordance with Section 6 under the Master License:

1. **Exhibit A-1**, which contains a description and depiction of the proposed License Area, including a summarized list that identifies all Vertical Infrastructure and Utility Infrastructure serving the Equipment, covered under this Site License Application;
 2. **Exhibit A-2**, which contains detailed construction plans for the proposed installation(s), including concealment elements consistent with City standards, a detailed traffic control plan for all work on and adjacent to City roadways, an inventory for all proposed Equipment to be installed on the Vertical Infrastructure (including the Utility Infrastructure serving the Vertical Infrastructure, as the case may be), and structural and loading analyses for the Vertical Infrastructure (including the Utility Infrastructure serving the Vertical Infrastructure, as the case may be) covered under the Site License Application;
 3. **Exhibit A-3**, which contains a copy of each lease, license, or other agreement for Vertical Infrastructure and/or Utility Infrastructure to be used by Licensee in the License Area, executed by Licensee and, if Licensee is not the owner of such Vertical Infrastructure and/or Utility Infrastructure, the owner(s) of such Vertical Infrastructure and/or Utility Infrastructure; provided that, if such Vertical Infrastructure and/or Utility Infrastructure lease, license, or other agreement includes nondisclosure terms and Licensee is unable to obtain a waiver from the owner thereof, then **Exhibit A-3** will instead include written confirmation from the Vertical Infrastructure and/or Utility Infrastructure owner that they have entered into an agreement for Licensee’s use of the owner’s Vertical Infrastructure and/or Utility Infrastructure;
 4. A true and correct copy of the **Fee Schedule (Schedule 1)** attached to the Master License);
 5. An Annual Fee equal to \$_____ *;
- *Annual Fee to be calculated in accordance with the Fee Schedule to the Master License*
6. All other information and materials required for a complete application for all Regulatory Approvals issued by the City’s departments, which the City may update from time to time in accordance with applicable Laws; and
 7. If requested by the City, as provided in Section 6.3.3 of the Master License, a deposit for the City’s estimated Staff Augmentation costs.

Licensee acknowledges that: (1) this Site License will not be effective until all of the foregoing are submitted and approved, in writing, by the City, and the City returns a fully executed copy to Licensee; and (2) Licensee will not have the right to access or install Equipment in the License Area until after Licensee has: (a) submitted a complete Acknowledgment Letter to the City with all information and funds required; (b) submitted insurance information to the City as specified in **Exhibit B** to the Master License; (c) submitted the required Letter of Credit or evidence that such Letter of Credit is on file with the City; and (d) the City has provided notice to proceed by returning to Licensee a countersigned copy of the Acknowledgment Letter.

This Site License is executed and effective on the last date written below and, upon full execution will be the City's authorization for the City to begin its review of the locations, plans, and specifications proposed in this Site License Application.

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

As Its: _____

CITY:

CITY OF WILSONVILLE,
a municipal corporation of the State of Oregon

By: _____

Print Name: _____

As Its: _____

EXHIBIT A-1

LICENSE AREA

Site License No. _____

[Licensee to describe and depict the proposed License Area, including a summarized list of all proposed Vertical Infrastructure and Utility Infrastructure serving the Equipment, covered under this Site License Application.]

EXHIBIT A-2**LICENSEE'S PLANS AND SPECIFICATIONS****Site License No. _____**

[Licensee to attach all plans and specifications, including a traffic control plan for each site, for all Equipment proposed to be installed at all proposed Vertical Infrastructure (including the Utility Infrastructure serving the Vertical Infrastructure, as the case may be), and structural and loading analyses for the Vertical Infrastructure (including the Utility Infrastructure serving the Vertical Infrastructure, as the case may be) covered under this Site License Application.]

EXHIBIT A-3**LICENSEE'S LEASE, LICENSE, OR OTHER AGREEMENTS FOR VERTICAL
INFRASTRUCTURE AND UTILITY INFRASTRUCTURE****Site License No. _____**

[Licensee to attach a copy of each lease, license, or other agreement for Vertical Infrastructure and/or Utility Infrastructure to be used by Licensee in the License Area, executed by Licensee and, if Licensee is not the owner of such Vertical Infrastructure and/or Utility Infrastructure, the owner(s) of such Vertical Infrastructure and/or Utility Infrastructure; provided that, if such Vertical Infrastructure and/or Utility Infrastructure lease, license, or other agreement includes nondisclosure terms and Licensee is unable to obtain a waiver from the owner thereof, then a written confirmation from the Vertical Infrastructure and/or Utility Infrastructure owner that they have entered into an agreement for Licensee's use of the owner's Vertical Infrastructure and/or Utility Infrastructure and that Licensee and the Vertical Infrastructure owner acknowledge and agree that such Vertical Infrastructure, if replaced, will comply with adopted City design standards.]

EXHIBIT A-4

FORM OF ACKNOWLEDGEMENT LETTER

[Licensee to complete and submit after Regulatory Approvals obtained.]

[insert date]

[insert addressee information]

RE: Site License No. _____

Dear City Manager:

This letter will confirm the following: (1) that Licensee has obtained all the Regulatory Approvals required for the Permitted Use under this Site License, and (2) the Site License Effective Date is _____, 20____, which is the first day of the month after the City has signed this Acknowledgement Letter. This Site License is coterminous with the Master License that expires on _____, 20____.

This letter also confirms that Licensee has submitted all required insurance information to the City and the Letter of Credit, as required under Section 27 of the Master License.

Please acknowledge the City's receipt of this letter and the items listed below, and issue the City's approval for Licensee to begin installation of Equipment in the License Area by signing and returning a copy of this letter.

Sincerely,

By: _____

Print Name: _____

As Its: _____

encl.

☐ copies of all Regulatory Approvals issued by the City's departments

☐ Licensee's insurance certificates

☐ Contractor's insurance certificates

☐ Letter of Credit, as required by Section 27 of the Master License

SITE LICENSE NO. _____ APPROVED:

By: _____

Bryan Cosgrove, City Manager

Date: _____

EXHIBIT B

LICENSEE'S INSURANCE OBLIGATIONS

1. General.

A. Prior to performing work under this Agreement, Licensee shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The insurance coverage required must be issued by an insurance company licensed, authorized, permitted, or, with the City's consent, eligible to transact business in the State of Oregon, possessing a current A.M. Best, Inc. rating of A-VII or better, and evidenced coverage shall be reasonably satisfactory to the City.

B. Licensee shall, and shall require any of its contractors while working hereunder to, obtain and maintain substantially the same coverage as required of Licensee with reasonable and prudent limits, and procure and maintain, until all of their obligations have been discharged, the insurances set forth below.

C. The insurance requirements set forth in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the insurance limits contained in this Agreement are sufficient to protect Licensee from liabilities that might arise out of the performance of this Agreement by Licensee and its contractors, and Licensee is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Licensee from, nor will it be considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2. Scope and Limits of Insurance.

Licensee shall provide coverage with limits of liability stated below.

A. Commercial General Liability-Occurrence Form. Licensee must maintain Commercial General Liability insurance, per ISO Form CG 00 01 or equivalent, with a limit of **\$2,000,000** per occurrence for bodily injury and property damage and **\$4,000,000** general aggregate, including premises-operations, products and completed operations, independent contractor, contractual liability, personal injury, and advertising injury.

B. Commercial Automobile Liability. Licensee must maintain Commercial Automobile Liability insurance in the amount of **\$2,000,000** combined single limit each accident for bodily injury and property damage, covering all of Licensee owned, hired, and/or non-owned vehicles assigned to or used in the performance of Licensee's work or activities under this Agreement.

C. Pollution Liability Coverage. Licensee shall maintain self-insurance in the amount of **\$2,000,000** per claim and in the aggregate covering third-party claims for bodily injury, property damage, or cleanup costs as required by law, where the pollution is caused during and by Licensee's operations under this Agreement.

D. Workers Compensation and Employers Liability Insurance. Licensee must maintain Workers Compensation insurance in compliance with the statutory requirements of the state of operation and Employer's Liability with a limit of **\$2,000,000** for each accident; **\$2,000,000** disease for each employee; and **\$2,000,000** disease-policy limit.

E. Builders' Risk/Installation Floater Insurance. Builders' Risk/Installation Floater Insurance or self-insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered. Licensee self-insures this risk.

(1) The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by City. Licensee self-insures this risk.

(2) The Builders' Risk/Installation Floater insurance must include as additional insureds the City, Licensee, and all tiers of contractors and others with an insurable interest in the work. Licensee self-insures this risk.

(3) The Licensee is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy. Licensee self-insures this risk.

3. Additional Policy Provisions Required.

A. Miscellaneous Provisions.

(1) Licensee's required commercial general and auto liability insurance coverage must be primary insurance with respect to the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, and employees shall be in excess of the coverage provided by Licensee and must not contribute to it.

(2) Licensee's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(3) The policies must contain a severability of interest clause and, to the extent permitted by law, a waiver of subrogation against the City, its officers, officials, and employees, for losses arising from work performed by Licensee for the City.

(4) Licensee is required to maintain Commercial General Liability insurance as specified in this Agreement for a period of one (1) year following completion and acceptance of the work. Licensee must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this period, evidencing the insurance requirement, and including the required Additional Insureds set forth herein.

(5) If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

(6) Upon receipt of notice from its insurer, Licensee shall use its best effort to provide the City with thirty (30) days' prior written notice of cancellation of any required coverage that is not replaced. Such notice shall be sent directly to:

City of Wilsonville
 City Attorney's Office
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

B. City as Additional Insured. The above-referenced policies shall, excluding workers compensation and employer's liability, include the City, its officers, officials, and employees as an additional insured, as their interest may appear under this Agreement, with respect to liability arising out of activities performed by Licensee. Licensor's additional insured status shall: (i) be limited to bodily injury, property damage, or personal and advertising injury caused, in whole or in part, by Licensee, its employees, Agents, or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor, its employees, Agents, or independent contractors, or where such coverage is prohibited by Law, to claims arising out of the gross negligence of Licensor, its employees, Agents, or independent contractors; and (iii) not exceed Licensee's indemnification obligation under this Agreement, if any.

4. Option to Self-Insure.

Notwithstanding the forgoing, and provided Licensee maintains an equity balance of at least Two Hundred Million Dollars (\$200,000,000) ("**Minimum Equity Balance**"), Licensee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to include Licensor as an additional insured, the following conditions apply: (i) Licensor shall promptly, and no later than thirty (30) days after notice thereof, provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section, and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like. Within thirty (30) days of receipt of the City's written request for same, which request must be accompanied by this Section 4 (Option to Self-Insure), and not be made by the City to Licensee more than one (1) time in any consecutive twelve (12) month period during the Term of this Master License, Licensee shall cause an authorized representative of Licensee and Licensee's ultimate parent company to certify to the City that, as of the most recent unaudited financial statement of Licensee, Licensee maintains the Minimum Equity Balance required hereunder for the right to self-insure any of the required insurance hereunder.

The right to self-insure hereunder is limited to Licensee and any Affiliate of Licensee which is under the ultimate control of Licensee, provided that any such Affiliate of Licensee must maintain the Minimum Equity Balance. Otherwise, the right to self-insure required coverages under this Master License is prohibited unless the City, in its sole discretion, otherwise approves of the party seeking to self-insure required coverages.

SCHEDULE 1
ANNUAL FEE SCHEDULE

YEAR OF TERM	YEAR	ANNUAL FEE
1	2022	\$303.88
2	2023	\$313.00
3	2024	\$322.39
4	2025	\$332.06
5	2026	\$342.02
6	2027	\$352.28
7	2028	\$362.85
8	2029	\$373.73
9	2030	\$384.94
10	2031	\$396.48

SCHEDULE 2**CITY'S ESTIMATED FAIR MARKET LICENSE FEES**

YEAR OF TERM	YEAR	ANNUAL FEE
1	2022	\$1,000
2	2023	\$1,030
3	2024	\$1,060.90
4	2025	\$1,092.73
5	2026	\$1,125.51
6	2027	\$1,159.28
7	2028	\$1,194.06
8	2029	\$1,229.88
9	2030	\$1,256.78
10	2031	\$1,294.78

SCHEDULE 3

DEFAULT FEE SCHEDULE

VIOLATION	INITIAL NOTICE	EACH FOLLOW-UP NOTICE*
unauthorized installations	\$750	\$750
failure to make required repairs within the prescribed time period under the Master License following Licensee's receipt of written notice from the City of the need to make required repairs	\$750	\$750
access violations	\$750	\$750
insurance violations	\$1,000	\$1,000

*By mutual agreement, the City shall not be required to issue any follow-up Default Fee Notice to Licensee more than one (1) time in any consecutive thirty (30) day period, or until the expiration of the applicable cure period under the Master License to which the alleged violation applies, whichever date is later to occur.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 20, 2023	Subject: Resolution No. 3035 A Resolution of the City of Wilsonville Authorizing the City Manager to Execute an Intergovernmental Agreement for the Lending of Personnel Within Clackamas County When Personnel Are Unable to Get to Their Normal Reporting Location Staff Member: Jeanna Troha, Assistant City Manager Department: Human Resources	
Action Required <input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	Advisory Board/Commission Recommendation <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to adopt the Consent Agenda as read.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

City staff has engaged in conversations with several Clackamas County cities about sharing personnel during an emergency, specifically related to employees who are unable to physically report to their normal work location. The result of these conversations is the creation of what is

being referred to as a Stranded Worker Intergovernmental Agreement, referenced herein as “Agreement.”

EXECUTIVE SUMMARY:

A key component in responding to any emergency is the availability of personnel resources. Depending on the type and location of a disaster, regional transportation routes may be damaged leaving employees stranded and unable to report to their normal work location. Stranded employees, however, may be able to access the emergency operations center of another public agency within Clackamas County. Many of the skills, experience and duties of municipal employees are transferable and could be utilized to assist another public agency. All emergency operations centers follow the same national emergency management command structure, which allows employees to easily fold into another agency’s operations for incident response.

Sharing personnel among public agencies is not a new concept. Law enforcement and fire agencies have a long history of lending personnel and have a similar Agreement, which was the basis for this Stranded Worker Intergovernmental Agreement. The Agreement spells out the terms of the relationship between the lending agency and the borrowing agency. Included is language about employee wages, payment between agencies, indemnification clauses, and terms for termination of the Agreement. Having an Agreement in advance allows agencies to know the expectations of one another and prevents confusion for the respective employees during or after the emergency.

An example is a regional disaster and a City of Wilsonville employee lives in Happy Valley but is unable to report to work in Wilsonville due to circumstances outside their control. However, the employee is able to access the Happy Valley emergency operations center. Given the City of Happy Valley is a signature to the Agreement, they could choose to accept assistance from the Wilsonville employee. The Wilsonville employee would also know what is expected of them while working for Happy Valley such as compensation for time worked.

Several city attorneys, Clackamas County Counsel, and City/County Insurance Services (CIS) legal department reviewed the Agreement and all changes have been incorporated. Currently, the cities of Happy Valley, Lake Oswego, Milwaukie, Oregon City, Gladstone and Tualatin have all agreed to participate in the Agreement. It is the hope that additional Clackamas County cities and potentially water districts will sign onto the Agreement in the future.

EXPECTED RESULTS:

This Agreement results in enhanced collaboration between Clackamas County public agencies during an emergency providing effective and efficient emergency management.

TIMELINE:

The Intergovernmental Agreement will be effective upon adoption.

CURRENT YEAR BUDGET IMPACTS:

N/A

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

N/A

ALTERNATIVES

Without the Agreement, public agencies would need to figure out the employment arrangement during the emergency in order to share employees, which could result in discrepancies and confusion.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3035
 - A. Intergovernmental Agreement

RESOLUTION NO. 3035**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR THE LENDING OF PERSONNEL WITHIN CLACKAMAS COUNTY WHEN PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION.**

WHEREAS, the Pacific Northwest is prone to natural hazards such as earthquakes, floods, wind, snow, and ice storms; and

WHEREAS, those hazards, when they occur, may cause a loss of power and communications, significantly damage or affect transportation routes, and leave employees from public agencies stranded and unable to report to their normal work locations; and

WHEREAS, public agencies in Clackamas County have an interest in strengthening and coordinating disaster preparedness, response, and recover capabilities and enhance its disaster resilience throughout Clackamas County; and

WHEREAS, the City of Wilsonville recognizes employees may be stranded by hazard impacts but still may be available to assist with emergency management activities in another agency Emergency Operations Center; and

WHEREAS, the intergovernmental agreement identified in Exhibit A allows for and provides a process for public agencies in Clackamas County to share employees during an emergency; and

WHEREAS, ORS 190.010 to 190.030 authorize units of local government in Oregon to enter into written agreements with any other unit or units of local government for the performance of any and all functions and activities that any of them has the authority to provide.

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

- Section 1. The City Manager is hereby authorized to execute, on behalf of the City of Wilsonville, the Intergovernmental Agreement for the Lending of Personnel Within Clackamas County When Personnel Are Unable to Get to Their Normal Reporting Location, in substantially similar form to Exhibit A.
- Section 2. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of March 2023, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

- A. Intergovernmental Agreement for the Lending of Personnel Within Clackamas County
When Personnel Are Unable to Get to Their Normal Reporting Location

**INTERGOVERNMENTAL AGREEMENT
FOR
THE LENDING OF PERSONNEL WITHIN CLACKAMAS COUNTY WHEN
PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION**

This Intergovernmental Agreement (“Agreement”) is entered into, pursuant to Oregon Revised Statutes (ORS) 190.010 to 190.030 , by and among Clackamas County and those cities, and special districts within Clackamas County who have signed this Agreement (herein collectively known as “Parties”).

RECITALS

WHEREAS, the Pacific Northwest is prone to natural hazards such as earthquakes, floods, wind, snow, and ice storms; and

WHEREAS, those hazards, when they occur, may cause a loss of power and communications, significantly damage or affect transportation routes, and leave Party agency Personnel stranded and unable to report to their normal work locations; and

WHEREAS, the Parties have an interest in strengthening and coordinating disaster preparedness, response, and recovery capabilities and enhance its disaster resilience throughout Clackamas County; and

WHEREAS, the Parties’ Personnel (defined below), when stranded by hazard impacts, may be available to assist with emergency management activities in another agency EOC; and

WHEREAS, ORS 190.010 to 190.030 authorize units of local government in Oregon to enter into written agreements with any other unit or units of local government for the performance of any of all functions and activities that any of them has the authority to provide.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

I. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to authorize, facilitate and establish conditions and provisions for sharing Personnel amongst the Parties during emergencies when transportation routes are disrupted and Personnel are unable to report to their normal work locations. Other Personnel otherwise covered by a separate lending IGA or mutual aid agreement are excluded from this Agreement.

II. DEFINITIONS

- A. Borrower/Borrowing Agency means a Party agency that accepts Emergency Assistance in the form of Personnel from another Party agency, pursuant to the terms of this Agreement.
- B. Emergency includes, but is not limited to, a human-caused or natural event or other circumstance, such as an earthquake, flood, wind, snow, wildfire, or ice storm, which prevents Personnel from reporting to their normal work locations.
- C. Emergency Assistance means Personnel assistance offered during an Emergency and accepted by a Borrowing Agency to assist in the response, relief and/or recovery efforts.
- D. Emergency Operations Center (EOC) is the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. In the context of this Agreement, an EOC includes support and coordination facilities such as emergency coordination centers (ECCs), department operations centers (DOCs), and fire operations centers (FOCs).
- E. Emergency Program Manager means the person appointed by a Party agency who is responsible for the organization, administration and operation of the emergency management agency within its jurisdiction.
- F. Personnel may be full-time, part-time, or other qualified employees from the Party agency.
- G. Lender/Lending Agency means a Party agency that provides Emergency Assistance in the form of Personnel to another Party agency, pursuant to the terms of this Agreement.
- H. National Incident Management System (NIMS) is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly and manage incidents involving all threats and hazards – regardless of cause, size, location, or complexity – in order to reduce loss of life, property, and harm to the environment.

III. ADMINISTRATION

Clackamas County Disaster Management will serve as the administrator of this Agreement. The administrator will maintain copies of all signed Agreements and organize meetings of the Party Emergency Program Managers to implement tasks related to the administration and implementation of this Agreement, as outlined in Section V.B.i.

IV. PARTICIPATION IN THIS AGREEMENT

- A. Participation in this Agreement is voluntary and no Party is obligated under this Agreement to act either as a Borrowing or Lending Agency. Each Party shall decide on a case-by-case basis, in its sole discretion, whether it can, under the circumstances, lend or borrow Personnel. No Party shall be liable to another Party, or be considered to be in breach or default under this Agreement, on account of any refusal to lend or borrow Personnel, or any delay in or failure to perform any discretionary duties in this Agreement, except to make payment as specified in this Agreement.
- B. The county and all cities, inter-local agencies, regional governments, and special districts within Clackamas County are eligible to be a Party to this Agreement.

V. ROLES OF PARTY EMERGENCY PROGRAM MANAGERS

- A. Each Party agrees that its Emergency Program Manager or designee will serve as its representative in any meeting to address administration and implementation of this Agreement.
- B. The Party agency Emergency Program Managers, or designees, together, shall:
 - i. Meet annually or as necessary to review and update this Agreement, develop and maintain procedures for Agreement implementation, and evaluate lessons learned from actual use of this Agreement.
 - ii. Develop planning details associated with being a Borrower or Lender under the terms of this Agreement.
 - iii. Develop and implement a means to maintain and disseminate accurate rosters of Party agency approved Personnel.
- C. Each Party agency Emergency Program Manager, or designee, shall:
 - i. Participate in any meetings convened to address administration and implementation of this Agreement.
 - ii. Develop and maintain procedures necessary to implement this Agreement, including but not limited to, communicating with approved Personnel the nature of this IGA.
 - iii. Develop, maintain, and publish a current roster of approved Personnel. Personnel listed on the roster must meet the definition in Part II.F of this Agreement. The list must be available to Party Emergency Program Managers, through an agreed-upon process.

- iv. Maintain a current master copy of this Agreement, and a copy of all implementing policies, procedures, and other documentation.
- v. Notify all Parties if their agency terminates its participation in this Agreement.

VI. PERSONNEL

- A. Personnel must meet at least the minimum qualification standards established by the Party agency and be willing to offer Emergency Assistance to another Party agency in order to participate in this program.
- B. Personnel are authorized to offer Emergency Assistance to other Party agencies (i.e., Borrowers) when requested to do so by a Borrowing Agency party when an Emergency prevents the Borrowing Agency's Personnel from reporting to their normal work locations. Personnel will make every effort to report to their normal work locations before offering assistance to another Party agency.
- C. When reporting to a Borrowing Agency's EOC or other designated site, Personnel must request an assignment from a person authorized to assign and supervise personnel in that EOC or ask to be directed to a person authorized to assign and supervise personnel in the Borrowing Agency's service area for field operations.
- D. The Borrowing Agency is not required to accept and assign reporting Personnel.
- E. Personnel acting under this Agreement are employees of the Lender who provided the Personnel, and shall remain subject to their respective employers' personnel and operations policies, and will make appropriate efforts to advise their employers of their situation either directly or through the Borrowing Agency.

VII. NO EMPLOYMENT RELATIONSHIP

- A. Personnel of the Lender shall, at all times while performing Emergency Assistance or acting under the authority of this Agreement, continue to be employees of the Lender and shall not be deemed to enter into any employment relationship with the Borrower for any purpose. Wages, hours, and other terms and conditions of employment of the Lender shall remain applicable to its Personnel who perform Emergency Assistance under this Agreement. Each Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Each Lender who provides Personnel is and will remain solely responsible for all employment and human resource functions for the Personnel including, but not limited to, FMLA/OFLA administration, worker's compensation, paid sick leave, EEO complaints, and similar employment-related or human resource issues and

concerns. A Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation for any Borrowed Personnel under this Agreement. The costs associated with borrowed Personnel are subject to the reimbursement process outlined in Paragraph IX, Payment for Emergency Assistance. No business partnership or joint venture is established or contemplated between the Lender and Borrower Agencies in this Agreement. Borrower and Lender Agencies are merely Parties sharing authority and responsibilities pursuant to ORS 190.

- B. In no event shall a Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for their respective employing agencies solely by virtue of this Agreement.
- C. Personnel responding under this Agreement shall remain under the administrative control of their respective employers (the Lender), but will be under the temporary supervisor and operational control of the Borrower. Pursuant to Section XII of this Agreement, the Lender shall not be liable for any damages, liabilities, or costs. Personnel may decline to perform any assigned task for any reason, including but not limited to if they judge such task to be unsafe or if they are not qualified to perform the assigned task. A Lender may recall its employees if they are needed to provide support or services within the Lender's jurisdiction. If the Borrower requests Lender's Personnel to supervise or direct activities while offering Emergency Assistance, such request shall not relieve the Borrower of any liability or responsibility under this Agreement and shall not create any Lender liability.
- D. In the event of any dispute between Personnel and the Borrower about the performance of services under this Agreement, Personnel shall be subject to the exclusive direction and control (including personnel actions and discipline) of the Lender.

VIII. DUTIES OF BORROWING AGENCY

- A. The Borrower is responsible for making arrangements, as necessary, to provide for the safety, housing, meals, and transportation to and from job/housing sites for loaned Personnel. The reasonable actual costs associated with such arrangements shall be borne by the Borrowing Agency.
- B. The Borrower is responsible for ensuring Personnel understand the scope of their assigned duties and for training them on the policies of the Borrowing Agency.

- C. Unless otherwise agreed to with the Lender, the Borrower shall release Personnel providing Emergency Assistance as soon as conditions allow the personnel to return to their normal work locations. The Borrower shall notify the Lender when the Lender's Personnel are released.
- D. If Personnel does not meet the needs or is otherwise not satisfactory to the Borrower, the Borrower shall be authorized to decline the assistance of the individual. The Borrower shall provide a written explanation to the Lender upon request or no later than the conclusion of the Emergency.

IX. PAYMENT FOR EMERGENCY ASSISTANCE

The Parties agree to the following terms:

- A. The Lender shall invoice the Borrower for the total costs of providing loaned employees including salary or hourly wages, overtime, and benefits. In addition, the Lender may invoice the Borrower for overhead for all time beyond the first 12 hours. All costs shall be consistent with the Lender's personnel policies and/or collective bargaining agreements as applicable, or other conditions of employment. The Borrower and Lender may make other arrangements for payment if mutually agreed to.
- B. A Borrower shall pay a Lender for all reasonable and actual invoiced and itemized costs associated with Emergency Assistance provided by the Lender within sixty (60) days of receipt of the Lender's invoice. The Lender, in its sole discretion, may elect to extend the repayment deadline upon written request of the Borrower.

X. TERMINATION

Any Party may terminate its participation in this Agreement by written notice to the administrator of this agreement and the Emergency Program Managers of the other Parties. Notice of termination becomes effective upon receipt by the other Parties. Any Party terminating its participation remains liable for all obligations incurred during its period of participation, until the obligation is satisfied.

XI. RECORD KEEPING

- A. Time sheets and/or daily logs showing hours worked by Personnel responding under this Agreement will be recorded on a shift-by-shift basis and provided to the Borrower upon request. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

- B. All records generated or received by Lender's Personnel while assisting Borrower during an Emergency that relate to the Emergency are considered Borrower's records for public records retention purposes. Once Personnel are no longer assisting Borrower, Personnel will provide Borrower with any and all applicable public records in Personnel's possession to Borrower for retention.

XII. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. **INDEMNIFICATION.** Except as provided in Paragraph B below, and at all times subject to the applicable tort claims limitations in the Oregon Constitution and the Oregon Tort Claims Act, the Borrower shall indemnify, hold harmless, and defend each Lender (including its officers, employees, volunteers, and agents) that provides Personnel to the Borrower from and against any and all third party claims, losses, harms, liability, damage, cost, or expense, including costs of defense, judgments, or awards of damages arising out of or based upon Borrower's acts or omissions in performing under this Agreement including, but not limited to, using Lender's Personnel.
- B. **ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.** Notwithstanding anything to the contrary in this Agreement, no Party shall be required under this Agreement to indemnify, hold harmless and defend any other Party or Personnel from any claim, loss, harm, liability, damage, cost, or expense caused by, related to, or resulting from the activities of any Party's officers, employees, or agents acting in bad faith, performing activities beyond the scope of their employment, or in the case of malfeasance in office or willful or wanton neglect of duty.
- C. **LIABILITY FOR PARTICIPATION.** In the event of any third-party liability, claim, demand, action or proceeding, or whatever kind or nature, arising from the rendering of Emergency Assistance through this Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Agreement whose only involvement in the transaction or occurrence, which is the subject of such claim, action, demand or proceeding, is the execution and approval of this Agreement.

XIII. WORKERS' COMPENSATION AND EMPLOYEE CLAIMS

- A. All Lender Personnel made available to a Borrower shall remain the general employees of the Lender while engaging in and carrying out duties, functions, or activities pursuant to this Agreement, and each Party shall remain fully responsible as the employer for all taxes, assessments, fees, premiums, wages, withholdings, worker's compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its employees. Likewise, each

Party shall provide worker's compensation in compliance with statutory requirements of the states of Oregon.

XIV. NON-EXCLUSIVENESS AND OTHER AGREEMENTS

- A. This Agreement is not intended to be exclusive among the Parties. Any Party may enter into separate Emergency Assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement.
- B. Other agreements for Emergency Assistance between any Parties are unaffected by this Agreement and remain in effect until separately terminated. When another agreement exists at the time a request for Emergency Assistance is made, the Borrower and Lender should be clear about the agreement under which the request is being made and by which the assistance costs will be paid.

XV. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties or to impose any partnership obligation or liability upon any Party. Further, no Party shall be considered an agent of any other Party or otherwise have authority to bind any other Party.

XVI. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement shall not confer any right or remedy upon any person other than the Parties. This Agreement shall not release or discharge any obligation or liability of any third party to any Party.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though other existing agreements of the Parties may take precedence over certain concepts outlined in this Agreement.

XVIII. SUCCESSORS AND ASSIGNS

This Agreement is not transferable or assignable, in whole or in part, and any Party may terminate its participation in this Agreement subject to Article X.

XIX. TORT CLAIMS

Notwithstanding anything to the contrary herein, this Agreement does not waive any tort claim protections or limitations provided under the Oregon Tort Claims Act or the Oregon Constitution or remove from any of the Parties any protection provided by applicable tort claims laws.

XX. WAIVER OF RIGHTS

Any waiver at any time by any Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

XXI. ADHERENCE TO LAW

Each Party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.

XXII. EXECUTION IN COUNTERPARTS

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

**IGA FOR THE SHARING OF PERSONNEL WITHIN CLACKAMAS COUNTY WHEN
PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION
SIGNATURE PAGE**

In Witness Whereof, the Public Entity _____ (Party) has caused this Agreement to be executed by its duly authorized representatives as of the date of their signatures below:

_____ Signature of Officer	_____ Date	_____ Officer's Title
_____ Signature of Counsel	_____ Date	_____ Counsel's Title

Name and title of primary Contact Representative:	
Address:	
Phone:	
Email:	

Name and title of alternate Contact Representative: _____
Phone: _____ Email: _____

1. Mail the original signed **IGA Signature Page** (this page - actual hard copy page) to:
Clackamas County Disaster Management
Attn: Jamie Poole
1710 Red Soils Court, Suite 225, Oregon City, OR 97045
E-mail: jpoole@clackamas.us
Telephone: 503-655-8838
2. Retain a second original signed **IGA Signature Page** for your records.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 20, 2023	Subject: Resolution No. 3051 Authorizing the City Manager to Execute a Professional Services Agreement with Water Systems Consulting, Inc. to provide Capital Project Engineering Services assistance to the Wilsonville Engineering Division. Staff Member: Zach Weigel, P.E., City Engineer Department: Community Development	
Action Required <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	Advisory Board/Commission Recommendation <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to adopt the Consent Agenda		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Professional Services Agreement (PSA) with Water Systems Consulting, Inc. (WSC) in the amount of \$503,275.00 for capital project engineering services assistance to the Wilsonville Engineering Division.

EXECUTIVE SUMMARY:

The Wilsonville Engineering Division is responsible for administering the City's Capital Improvement Program (CIP), overseeing, or assisting with the planning, design, and construction of 64 public infrastructure projects, totaling \$81.2 million in Fiscal Year (FY) 2022-23. Over the last three months, the City has found itself in a very challenging job market and has not been able to fill the two open Civil Engineer positions within the Engineering Division. The Civil Engineer positions are responsible for management of Wilsonville CIP projects. Due to the continued vacancies, and with no real prospects, the Engineering Division has enlisted the assistance of a qualified professional engineering consulting firm, WSC, to help administer CIP projects as assigned. WSC will help keep the CIP on schedule until such time the City is able to fill the two Civil Engineer positions.

In response to the City's Request for Proposals (RFP) for professional engineering services, two proposals were received by the January 17, 2023 due date. Staff evaluated the submitted proposals and determined that WSC is the most qualified to perform the capital project engineering services for the City.

EXPECTED RESULTS:

WSC will assist the Wilsonville Engineering Division in administration of CIP projects as assigned, advancing needed public infrastructure projects to serve anticipated growth and replacement of aging and deficient facilities on schedule.

TIMELINE:

The professional services agreement for capital project engineering services with WSC is through December 31, 2023 with the option to extend services as needed. As the vacant Civil Engineer positions are filled, the assistance provided by WSC will be reevaluated and adjusted as needed until such time the assistance no longer necessary.

CURRENT YEAR BUDGET IMPACTS:

The fee proposal by WSC assumes one full-time staff equivalent to provide capital project engineering services, estimated at \$503,275.00. Payment will be for actual work on a time and material basis performed by WSC on assigned CIP projects. The cost for capital project engineering services will be billed against each CIP project budget for which work was performed.

COMMUNITY INVOLVEMENT PROCESS:

The capital project engineering services includes public engagement tasks on each assigned CIP project.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The capital project engineering services to be provided by WSC will assist the Wilsonville Engineering Division in keeping the CIP on schedule. As a result, the Wilsonville community will benefit from public infrastructure improvements that meet the demands of growth and replacement of aging and deficient facilities, helping to ensure safe and reliable systems.

ALTERNATIVES:

Council can decide not to authorize a Professional Services Agreement with WSC and wait until the vacant Civil Engineer positions are filled to advance CIP projects. This action would result in delay of a number of CIP projects for an unknown period of time and is not recommended.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3051
 - A. Capital Projects Engineering Support Professional Services Agreement

RESOLUTION NO. 3051**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WATER SYSTEMS CONSULTING, INC. TO PROVIDE CAPITAL PROJECT ENGINEERING SERVICES ASSISTANCE TO THE WILSONVILLE ENGINEERING DIVISION.**

WHEREAS, the City has planned and budgeted for development, design, and construction of the City's Capital Improvement Program (CIP) infrastructure projects; and

WHEREAS, the Wilsonville Engineering Division is responsible for administering the City's CIP; and

WHEREAS, the City seeks temporary assistance with Capital Project Engineering Services from qualified engineering consultants to advance the CIP on schedule until such time vacant positions within the Wilsonville Engineering Division are filled; and

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

WHEREAS, Water Services Consulting, Inc. submitted a proposal on January 17, 2023 and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

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

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

Section 1. The procurement process for professional engineering services duly followed Oregon Public Contracting Rules, and Water Services Consulting, Inc. has provided a responsive and responsible proposal for engineering consulting services.

Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with Water Services Consulting, Inc. for a not-to-exceed amount of \$503,275.00, which is substantially similar to **Exhibit A** attached hereto.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of March, 2023, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Capital Projects Engineering Support Professional Services Agreement

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Capitol Projects Engineering Support Project (“Project”) is made and entered into on this ____ day of March 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 **Water Systems Consulting, Inc.**, a California corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

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

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2023, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

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

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

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

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

3.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement, except when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute, upon fourteen (14) days' prior written notice to the City. Consultant warrants that Consultant's employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement. All obligations of confidentiality and all restrictions on the use of Confidential Information under this Agreement shall remain in effect for a period of three (3) years following the Effective Date of this Agreement.

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed FIVE HUNDRED THREE THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS (\$503,275), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 17**.

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

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

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

Section 5. City's Rights and Responsibilities

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

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2022-23. 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 15**.

Section 6. City's Project Manager

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

Section 7. Consultant's Project Manager

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

Section 8. Project Information

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

Section 9. Duty to Inform

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

Section 10. Subcontractors and Assignments

10.1. Unless expressly authorized in **Exhibit A** or **Section 11** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

10.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms, engineers or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information, subject to the exercise of the Standard of Care, so that conflicts can be avoided. Notwithstanding any clause in this Agreement to the contrary, Consultant expressly disclaims all express or implied warranties and guarantees with respect to the quality of performance of professional services.

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

Section 11. Consultant Is Independent Contractor

11.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the

end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

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

11.3. Consultant shall be responsible for, and defend (to the extent covered by General Liability insurance), indemnify, and hold the City harmless against, any liability, cost, or damage arising out of a third-party claim, to the extent caused by Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 11** and meet the same insurance requirements of Consultant under this Agreement.

Section 12. Consultant Responsibilities

12.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant, provided that Consultant has been paid all uncontested amounts due and owing on its invoices. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

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

12.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision

shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to “subcontractor” mean a subcontractor at any tier.

Section 13. Indemnity

13.1. Indemnification. Consultant acknowledges responsibility for liability caused, directly or indirectly, by its performance of this Agreement, and shall defend (to the extent covered by General Liability insurance), indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any third party action, suit, or claim, to the extent caused, directly or indirectly, by Consultant’s negligent acts, omissions, or errors, or its willful or reckless misconduct pursuant to this Agreement, or Consultant’s failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City’s requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant’s negligent performance of this Agreement, failure of performance hereunder, willful or negligent violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2**. Consultant shall defend the City for non-professional liability claims (using legal counsel reasonably acceptable to the City) against any third party claim, to the extent caused, directly or indirectly, by the negligent acts, omissions, or errors, or the willful or reckless misconduct by Consultant. As used herein, the term “Consultant” applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant’s subcontractors, including their agents, employees, and suppliers.

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

Section 14. Insurance

14.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant’s activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant’s

liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

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

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

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

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

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

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

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

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

Section 15. Early Termination; Default

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

15.1.1. By mutual written consent of the parties;

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

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

15.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon

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

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

15.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 19**, for which Consultant has received payment or the City has made payment.

Section 16. Suspension of Services

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

Section 17. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall

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

Section 18. Access to Records

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

Section 19. Property of the City

19.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

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

Section 20. Notices

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

To City:	City of Wilsonville Attn: Andrew Barrett, Capital Projects Engineering Manager 29799 SW Town Center Loop East Wilsonville, OR 97070
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To Consultant: Water Systems Consulting, Inc.
 Attn: Jason Rice
 4640 S Macadam Avenue, Suite 110
 Portland, OR 97239

Section 21. Miscellaneous Provisions

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

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

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

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

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

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

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

proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

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

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

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

21.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement, and Consultant shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project.

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

WATER SYSTEMS CONSULTING, INC.

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

EXHIBIT A

Contract Project Management – General Scope of Services

General Project Understanding

The overall intent of this contract is to augment the City of Wilsonville's project management staff. WSC is to manage the day-to-day activities of the project listed below utilizing a 40 hour work week for 52 week duration. If through weekly check-ins the City determines that the initial assignments are no longer utilizing an entire FTE, more projects may be added through addendums to this contract.

WSC staff plans to work from the City of Wilsonville's Office up to two days per week until the City determines that fewer days is sufficient. WSC will be compensated for a fifteen (15) minute break for every four hours scheduled in the City of Wilsonville's Office. WSC staff shall take an unpaid thirty (30) minute lunch break every six hours or more scheduled in the City of Wilsonville's Office. WSC will be compensated for up to a total of sixty (60) minutes per day for travel time to and from Wilsonville City Hall when scheduled in the City of Wilsonville's Office.

WSC will setup and attend weekly progress meetings with City staff until the City determines fewer meetings is sufficient.

Due to Wilsonville IT Security policies, WSC will not be given direct access to the City's data servers. Instead, WSC will be given direction as to how new project records can be transferred back to the City when needed. WSC will supply its staff with their own laptops for communicating and producing work.

To support the City's capital project cost tracking, each month WSC will generate an invoice that references each of the project listed below individually. Each monthly invoice will include a cover page documenting each of the project's progress.

Below is a list of the initial project assignments related to this contract. The City and WSC will use ongoing check-in's to determine if the current list is utilizing a full FTE, or if more projects could be added.

- 2022 Priority 1B water main replacement. Finalization of design, bidding for construction, and providing construction support as needed to install new water mains and appurtenances.
 - Current state of project is 95% Designed with Specifications at 95% complete
- 2023 Priority 1B water main replacement. Finalization of design, easement acquisition, bidding for construction, and providing construction support as needed to install new water mains and appurtenances.
 - Current state of project is 30% Designed with Specifications at 0% complete
- Boberg SS Diversion Manhole Project. Bidding for construction and providing construction support services as need to replace the manhole and install the fiberglass slide.
 - Current state of project is 100% Designed with Specifications at 100% complete. Ready to bid with City approval.
- City of Wilsonville Street Maintenance Program. This project will use existing Pavement Condition Index data to rank streets and develop methodology and planning for the next 5 years to install note select street repair areas, track utility repairs, select paving areas and potential type of rehab given the road condition. Coordination with the sidewalk ramp replacements, other utility projects will be

considered. WSC will formally document the process in a Technical Memorandum so that the program can continue beyond the life of this contract.

- Current state of project is 0% started

Project Tasks

In general, the project tasks will include, but are not limited to, the following:

- Procure professional engineering services for assigned projects
- Manage design consultant contracts
- Procure construction contractors for assigned projects
- Manage construction contracts for compliance with construction plans and specifications
- Perform construction inspection and/or coordination with Wilsonville construction inspection staff
- Manage other consultants/contracts as needed (utility potholing, etc)
- Team with City Staff to accomplish tasks related to the assigned projects
- Perform site visits throughout the City
- Coordinate with stakeholders such as City Operations staff and impacted property owners
- Track project scope, budget and schedule
- Maintain complete project files
- Report to City Officials as needed
- Perform public outreach and coordination
- Attend City Council and other after business hours meetings
- Perform other project related tasks as assigned by the City

Water Systems Consulting, Inc.
Level of Effort and Budget Proposal:
Engineering Support Services
for
The City of Wilsonville

Water Systems Consulting, Inc. agrees to provide project management services in accordance with the attached contract with the City dated March 21, 2023 for an estimated budget of \$503,275, per the following schedule.

Engineering Support

Project Management Services

Assumed Level of Effort	40	hours/week
Assumed Project Duration	52	weeks
Weighted Average Billing Rate ^{1,2}	\$ 240.38	\$/hour
 Total Labor Cost	 \$ 500,000	
Anticipated Travel Expenses ³	\$ 3,275	
<hr/>		
Total Cost ⁴	\$ 503,275	

1. Rate subject to change January 1 of each year.
2. Based on 2023 WSC Billing Rates and the anticipated workload for each of the positions listed.
3. Utilizes Federal rate of \$.0655 for 5000 miles. Not to exceed without prior approval from City.
4. Not to exceed without prior approval from City.

2023 WSC Billing Rates

Classification	2023 Standard Rate Schedule
Engineers / Project Managers / Planners / Hydrogeologists	
Engineering Intern	\$ 135
Assistant	\$ 155
Staff I	\$ 165
Staff II	\$ 175
Staff III	\$ 185
Associate I	\$ 200
Associate II	\$ 210
Associate III	\$ 220
Senior I	\$ 245
Senior II	\$ 255
Senior III	\$ 275
Principal I	\$ 295
Principal II	\$ 335
Principal III	\$ 380
Outreach and Communications	
Communications Support I	\$ 140
Communications Support II	\$ 155
Communications Support III	\$ 180
Communication Strategist I	\$ 210
Communication Strategist II	\$ 235
Communication Strategist III	\$ 255
Senior Communication Strategist I	\$ 295
Senior Communication Strategist II	\$ 315
Senior Communication Strategist III	\$ 335
CAD Design Services	
Technician/Designer I	\$ 145
Technician/Designer II	\$ 170
Technician/Designer III	\$ 190
Inspection Services	
Inspector I	\$ 150
Inspector II	\$ 160
Inspector III	\$ 185
Inspector (Prevailing Wage)	\$ 190
Administrative Services	
Administration/Clerical I	\$ 140
Administration/Clerical II	\$ 150
Administration/Clerical III	\$ 170



CITY COUNCIL MINUTES

February 23, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on February 23, 2023. The Mayor called the meeting to order at 7:17 p.m., followed by roll call and the Pledge of Allegiance.

PRESENT

Mayor Fitzgerald
Council President Akervall
Councilor Linville
Councilor Berry
Councilor Dunwell

STAFF PRESENT

Bryan Cosgrove, City Manager
Amanda Guile-Hinman, City Attorney
Jeanna Troha, Assistant City Manager
Beth Wolf, Senior Systems Analyst
Kimberly Veliz, City Recorder
Andrew Barrett, Capital Projects Engineering Manager

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

Motion: Moved to approve the following order of agenda as amended with the minutes excluded.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

Voting Yea:

Mayor Fitzgerald, Council President Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

MAYOR'S BUSINESS

4. Upcoming Meetings

The Mayor reported on a couple of meetings that occurred since City Council last met:

Greater Portland Inc. (GPI) "Best Practices" Tour

- The City's Community Development Department hosted about a hundred regional business executives and government officials for a GPI, "Best Practices" tour of area cities.
- It was explained that GPI is an economic development organization in the area for whom Councilor Linville is the representative.
- Wilsonville hosted the tour group for lunch. Other stops on the tour included Hillsboro, Vancouver, Gresham, and Portland. The purpose of the multi-day event was to garner key take-away for what constitutes 'best practices' for economic development and high-wage job growth.
- The Mayor shared Chris Neamtzu, Community Development Director, and Matt Lorenzen, Economic Development Manager, gave an excellent comprehensive presentation about the history of Wilsonville's industrial development and accomplishments.
- During the stop in Wilsonville, the Mayor was on a panel answering questions posed by Westside Economic Alliance (WEA). Other panelist included the Tualatin Mayor, Sherwood Council President, and business leaders from Twist Bioscience and D W Fritz Automation.

Legislative Matters

- The Mayor had been working closely with the Offices of Representative Courtney Neron and Senator Aaron Woods and City staff to coordinate City testimony on a number of bills in the state legislature.
- The Mayor testified both in writing and in in-person before the Joint Transportation Committee supporting House Bill (HB) 2662. Dwight Brashear, SMART Transit Director, had also testified in support.
- HB 2662 would fund an Oregon Department of Transportation (ODOT) study of extending the Portland metro-area WES Commuter Train from Wilsonville to Salem, with stops in Donald, Woodburn, and Keizer.
- The Councils of the Cities of Aurora, Donald, Hubbard, Keizer, Salem, Wilsonville, and Woodburn supported HB 2662. In addition, the Salem Mass Transit District or "Cherriots" and Yamhill County Transit supported it.
- A commuter train has the potential to relieve congestion on Interstate 5 (I-5) while keeping freight transit moving.
- As traffic continues to worsen, commuters, shoppers and those with medical appointments would welcome a public-transit alternative unaffected by ever-increasing highway traffic congestion.
- The Mayor submitted testimony aligning with the City's legislative agenda on other bills, including supporting the expansion of high-speed broadband communications in Oregon by leveraging federal funds.

- The City also provided testimony regarding a “Housing Production” bill presented by the Governor. The bill challenges all cities to increase their housing production. The Mayor explained the City is ready to go with Frog Pond East and South. However, the City does not control some of the additional items presented in the bill; such as interest rates, how quickly homes are built, and bought.
- Another testimony supported the legislature’s reauthorizing and funding of the Regional Significant Industrial Sites program. This State program helps local governments fund industrial infrastructure that leads to the creation of high-wage jobs, which in turn produce more income tax that funds State government programs. This was supported because in order to put in the sewer, sidewalks and water, and all of the power needed to attract excellent high wage, industrial jobs, cities are going to need some help from the state.
- The Mayor provided testimony regarding the legislature’s search for appropriate sites for semiconductor and computer-chip manufacturing.
- The Mayor recommended that North Wilsonville sites in the Metro Urban Growth Boundary were appropriate for industrial development.
- Moreover, the Mayor advocated that prime farms lands south of Wilsonville in the French Prairie Rural Reserve were inappropriate to consider for industrial development. Testimony highlighted the bank of available land already in the urban growth boundary for development of industrial lands. The Mayor recalled there was already a lot of infrastructure ready for a semiconductor site. The Mayor added if it was decided to build a giant installation south of the river, the amount of funding required from the public to bring services out to that kind of development would be extremely expensive.

COMMUNICATIONS

There was none.

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.

Sean Leahy, Wilsonville resident recalled his February 6, 2023 public comment to Council. He reminded Council that he had previously brought to their attention an offensive street name in the Frog Pond Ridge development and had requested the street be renamed. Council was asked to consider the comments made when discussing the proposed cost structure.

The City Manager let Council know discussion on the request to reduce the fees would be discussed under Legal Business.

Steven Benson, Wilsonville resident, provided comment on the camping regulations. Mr. Benson shared he supports housing, mental health, addictive services, and any other means to help the homeless. However, he does not support camping in parks.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

5. Council President Akervall

Councilor Akervall shared she had a meeting with West Linn-Wilsonville School District staff. The meeting was held at the Town Center location of the adult transition services program. The facility is under remodel and was to open spring of 2023. The program is for former students of the district that have received special education services during their time as a student. These individuals are now between the ages of 18 and 21. This program focuses on developing job skills and life skills for these individuals. The program includes collaboration from Clackamas Community College and local businesses. The program was in need of mentors and connections with potential employers to provide jobs to individuals involved in the program.

Councilor Akervall reported the Library was doing a survey regarding their library of things collection. Residents were encouraged to take the survey and to check out resources from the library of things collection.

6. Councilor Linville

Councilor Linville shared her regrets for not being able to attend the GPI tour. She explained that she was exposed to Covid and the tour took place during her isolation period.

She the reported on the following past events:

- Charbonneau Women's Association
 - Presented with Councilor Berry on February 13, 2023
 - Topics included Town Center, Boeckman Dip, I-5 Pedestrian Bridge and other projects
- GPI Meet the Mayors event on February 23, 2023
 - Liked an idea heard at the meeting from the City of Sherwood. Sherwood has an ambassadors group that works with economic development staff and their mayor, to meet and recruit businesses and prospective developers.
 - Next GPI meeting for the Small Cities Consortium scheduled for March 16, 2023 and the following meeting would be April 2023.

Councilor Linville appreciated Council President Akervall's presentation on the West Linn-Wilsonville School District workforce-training program.

7. Councilor Berry

Councilor Berry reported on the following events she attended since Council last met:

- Charbonneau Women's Association
 - Presented with Councilor Linville on February 13, 2023
 - Commended Councilor Linville on her outstanding job as keynote speaker
 - Shared her portion of the presentation highlighted parks around the City of Wilsonville
- Clackamas County Coordinating Committee (C4) Metro Subcommittee meeting on February 15, 2023

Councilor Berry reported on these upcoming events:

- City Tour with Key Leaders on February 24, 2023
- Council Retreat on February 24-25, 2023
- February was Black History Month
- DEI Lecture “Displacing Black Portland: A History of Housing Discrimination” on March 2, 2023
- C4 meeting on March 2, 2023
- League of Oregon Cities (LOC) Budget 101 Training on March 7, 2023

8. Councilor Dunwell

Councilor Dunwell detailed her experience on a ride along with Officer/Deputy Lindstrom on February 10, 2023 from 4:00 p.m. to 1:30 a.m. The Councilor reminded that Wilsonville Police Department is part of the Clackamas County Sheriff's Office. Councilor Dunwell shared the experience was an absolute reinforcement of the value in the training and the expertise that officers provide the City as public servants. She further added public safety goes beyond just speeders, and everything else. Councilor Dunwell encouraged Councilors and citizens to participate in a ride along. In order to engage more closely with the officers, and learn more about the value they bring to the City.

On February 15, 2023, Councilor Dunwell attended the French Prairie Forum along with staff representatives. The focus of the discussion at the meeting was House Bill (HB) 2889, which was concerning housing and amending the land use requirements for local governments regarding urbanization. She noted staff was paying close attention to this bill because it could change how building is done within cities.

Councilor Dunwell revealed she attended all four of the Lehan Lectures and commented that Charlotte Lehan was a treasure to the City. She then added the Lehan Lecture series was recorded and available for viewing on the City's website.

CONSENT AGENDA

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

9. **Resolution No. 3020**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute Guaranteed Maximum Price Amendment No. 1 To The Progressive Design-Build Agreement For The Boeckman Road Corridor Project With Tapani|Sundt A Joint Venture.

10. **Resolution No. 3027**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Goods And Services Contract With Urban Solar For Smart Bus Station Electronic Display Signage.

Motion: Moved to approve the Consent Agenda as read.

Motion made by Councilor Linville, Seconded by Councilor Dunwell.

Voting Yea:

Mayor Fitzgerald, Council President Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

NEW BUSINESS

11. Minutes of the February 6, 2023 City Council Meeting.

The Mayor informed there had been a correction to the minutes. In the minutes, there was a reference to Clackamas County, which was updated to read instead the Committee.

Motion: Moved to approve the minutes as amended.

Motion made by Councilor Linville, Seconded by Councilor Dunwell.

Voting Yea:

Mayor Fitzgerald, Council President Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

12. **Resolution No. 3036**

A Resolution Of The City Of Wilsonville Authorizing Acquisition Of Property And Property Interests Related To Construction Of The Boeckman Road Corridor Project.

The City Attorney read the title of Resolution No. 3036 into the record.

Andrew Barrett, Capital Projects Engineering Manager provided the staff report and PowerPoint, both of which had been added to the record.

Council asked clarifying questions throughout the presentation.

Motion: Moved to adopt Resolution No 3036.

Motion made by Councilor Linville, Seconded by Councilor Dunwell.

Voting Yea:

Mayor Fitzgerald, Council President Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

CONTINUING BUSINESS

There was none.

PUBLIC HEARING

There was none.

CITY MANAGER'S BUSINESS

The City Manager and Council discussed the impacts the weather may have on their retreat schedule for the evening of Friday, March 24, 2023.

LEGAL BUSINESS

13. Sean Leahy's Request

The City Attorney and Council discussed resident Sean Leahy's request for a waiver/reduction to rename a City street. Council was reminded that City fees are set by resolutions adopted by City Council. Administratively staff cannot change a fee, as it requires action by Council.

Council was then informed of estimated fees associated with the renaming of the street. Estimated fees are as follows:

- \$475 newspaper notice
- \$100 recording fee
- \$1,525 staff time
- \$2,100 total

The City Attorney recommended billing Sean Leahy the above-mentioned fees including staff's actual time but capping at \$2,100.

Council was reminded it is their prerogative to choose a different fee or action if desired. However, there were certain hard charges the City could not avoid.

The City Manager explained the request for renaming the street was extremely unique. Per City policy, the developer chooses a street name that must fall within certain parameters. The City does not have any reason to say no to the name Columbine because it is a perennial flower that is native to this area. Therefore, the developer chosen street name met all criteria. Even if staff had raised objections to the name, if the developer wanted to proceed, most likely the City would not have been able to say no. The City Manager again reiterated an issue like this had never occurred in the past.

During Council discussion, it was acknowledged that the current name of the street might trigger people's emotions especially since the street is near a school. Council also acknowledged their fiduciary responsibility and the importance of staying consistent with fees with the understanding this is an unusual situation.

Motion: Moved to structure the fees in a way that addresses the code, and the consistency of paying fees, yet it is, as you know, taking a very conservative look at the fees as the City Manager described, and actually cutting some of the fees because the City will experience some expense. So, it is sort of meeting them halfway, and there is a \$475 publishing fee, a \$100 county recording fee, capping the staff costs at \$500, with a total to pay the City at \$1,075. With the understanding that if staff finds they actually take less time to do that, it could actually be less than \$1,075.

Motion made by Mayor Fitzgerald, Seconded by Councilor Dunwell.

Additional discussion ensued.

Amended Motion: Moved to amend the motion for a total fee of \$575 to represent the hard costs.

Motion made by Mayor Fitzgerald, Seconded by Councilor Dunwell.

Voting Yea:

Mayor Fitzgerald, Council President Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

14. Prohibited Camping Code Update Project

The City Attorney continued the presentation on the Prohibited Camping Code Update Project, which was a carryover from the Work Session, held prior to the Council meeting. The PowerPoint had been made part of the record.

The City Attorney informed she would pick for discussion specific policy questions that implicate potential new questions to the community for outreach. Therefore, if Council decided to do as a second survey on specific targeted issues, she could work on getting that survey out prior to the March 6, 2023 Work Session. If a second survey were to be, published Council would be able to review before it was released to the public.

Policy Question 1: Whether Limit Hours for Camping?

Council resumed discussion on policy question 1, which they had begun discussing at the Work Session.

During discussions, Council spoke about limiting camping hours to specific time versus a set schedule. They also talked about car camping versus tent and/or outdoor camping. Throughout the discussion, Council noted their commitment to work in the direction that best helps people experiencing homelessness to exit homelessness. Council desired to work with Clackamas County to connect those in need with resources and services.

It was reiterated in discussion that Council's goal was to get to zero individuals experiencing homelessness and it was a priority to connect those individuals with services to assist.

The consensus heard from Council was to limit hours of camping to a specific timeframe. In addition, Council wanted to ensure individuals are treated fairly whether they are living in a car, tent, or outdoors.

Policy Question 7: Whether Consider a Private Property Camping Program?

The City Attorney explained the details of the variety of ways jurisdictions whom allow camping on private property oversee those programs. Those jurisdictions with a private property camping program have a process for designating the private property for camping. The property owner is responsible, not the individual living on the property. Property owners are responsible for providing sanitation and water. The duration of the stay is typically short and varies from jurisdiction.

In addition, some cities designated certain areas for camping such as commercial, industrial, or residential. Those jurisdictions that have implemented allowing camping on private property generally see it done by charitable organizations, such as churches.

It was recalled that on the questionnaire, respondents were split on whether to consider a private property camping program.

The City Attorney disclosed state law did not require a private property camping program. State mandates are about public camping on public property.

Following discussion Council decided to parking lot this item for now. It was also decided another survey or questionnaire to the community was not necessary.

Policy Question 1 (Continued): Whether to Keep Parks Closed at Night?

After much discussion, Council came to the consensus to keep parks closed at night.

At the March 6, 2023 Work Session the City Attorney would bring a map that overlays the Significant Resource Overlay Zone (SROZ). In addition, the City Attorney would talk to Geographic Information Systems (GIS) staff about creating mapping of the City's rights-of-way that are not in residentially zoned areas. GIS staff would be asked to add pins on the map to show where schools are located, and highlight the routes of foot traffic to the schools.

ADJOURN

The Mayor adjourned the meeting at 9:33 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor



CITY COUNCIL MINUTES

March 06, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, March 6, 2023. Mayor Fitzgerald called the meeting to order at 7:07 p.m., followed by roll call and the Pledge of Allegiance.

PRESENT

Mayor Fitzgerald
 Council President Akervall
 Councilor Linville
 Councilor Berry
 Councilor Dunwell

STAFF PRESENT

Amanda Guile-Hinman, City Attorney
 Beth Wolf, Senior Systems Analyst
 Bryan Cosgrove, City Manager
 Dan Pauly, Planning Manager
 Jeanna Troha, Assistant City Manager
 Kimberly Veliz, City Recorder

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

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

Motion made by Councilor Akervall, Seconded by Councilor Dunwell.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

MAYOR'S BUSINESS

4. Upcoming Meetings

The Mayor reported on a number of meetings that had occurred since City Council last met:

Congresswoman Andrea Salina Visit to Wilsonville

- On February 23, 2023, Council President Akervall and Councilor Berry joined the Mayor in a tour of Wilsonville with Congresswoman Andrea Salinas, State Senator Aaron Woods, and Clackamas County Commissioner Martha Schrader.
- During the tour, the group had the opportunity to meet with the CEO and executives of D W Fritz Automation and learn more about their business.
- The Mayor explained D W Fritz Automation does precision automation and develops machinery that outfits factories to make specialized devices for a number of sectors.
- The Mayor recalled an interest of D W Fritz Automation was Wilsonville's school system, from elementary school through college as they are in need of more engineers. She added the more that the City can do with the school system and robotics team to assist those that want to grow into that industry the better.
- The group toured the SMART facility where they heard a presentation from Transit Director Dwight Brashear about the City's fueling infrastructure for buses powered by electricity or natural gas. It was mentioned that the group had toured the City in an EV bus.

Sysco Food Services Visit

- The Mayor and Council President Akervall accompanied the City's Economic Development Manager Matt Lorenzen on a visit to Sysco Food Services.
- Sysco is a full service food distribution company that can be seen driving out toward Argyle Square. The company also owns a large piece of undeveloped industrial land that surrounds their plant.
- The Mayor shared Sysco was one of Wilsonville's major corporate citizens and employers, with over four hundred workers.
- During the visit, Sysco staff explained how their California operation had started a process to develop their trucking fleet into all electric. This process would eventually come to their Oregon plant as well. The Mayor shared that one electric truck would take ten cars off the road in terms of emissions.
- The next step for the company was to power their refrigerated trucks with solar power.
- The Mayor detailed the employee benefits offered by Sysco.
- The Mayor stated some issues of concern for Sysco's leadership team included workforce and traffic flow on Interstate 5 (I-5) traffic.

City Council Retreat

- Councilors conducted their once-every-two-years retreat to set goals for the term of the current Council.
- The Mayor described the retreat was essential work of the entire Council to develop the primary goals they want to achieve in the next two years.
- Council spent a day and a half on the goals and was in the process of refining the goals, to make sure that all have measurable results.
- It was anticipated that the goals would be completed by early April 2023, after Council reviews them and works with staff to outline the measurable aspects of the goals.

Clackamas County Coordinating Committee (C4)

- The Mayor attended the C4 meeting where transportation and tolling was discussed.
- The audience was encouraged to visit the Oregon Department of Transportation's website to provide public comment on the topic of transportation.
- The Mayor added that Senator Woods and Representative Neron had made it clear that they are working with the Oregon Department of Transportation to advance the requests made by Wilsonville City Council and other cities in their districts. One request of the Wilsonville City Council is to push for support for the idea that people living in Charbonneau or other parts of Wilsonville are not instigating a toll to go back and forth in their city.

Meet the Mayors Event with Greater Portland Inc. (GPI)

- About a dozen mayors shared high-level thoughts of where their cities are going in the next two years and some of their priorities.
- Homelessness was a common issue of concern expressed by the mayors. This was because all cities in Oregon are working to meet the state mandated deadline to complete an ordinance that aligns with state goals to ensure that there is a time, manner, and place for people who are experiencing homelessness to sleep.

Legislative Matters

- The Mayor explained there had been a lot of activity with the legislature. Furthermore, the City of Wilsonville had some bills, which had been introduced to Representative Neron and Senator Woods.
- One of the active bills the Mayor testified on was Senate Bill (SB) 4. The Mayor explained the Joint Committee on Semiconductor, which is the name of the committee handling SB 4 held an information session.
 - At the session, the City of Hillsboro provided their plan.
 - The Mayor shared the City of Wilsonville had previously submitted a letter and she was given two minutes to testify. It was requested that Wilsonville not be named in Section 10, which is the section of the bill that enables the governor to site in the future a semiconductor plant, in a location outside of an urban growth boundary. The Mayor added that in the City of Wilsonville's testimony it was outlined that the City's urban growth boundary had upwards of five hundred acres and more already zoned for industrial development.

- Wilsonville and other cities had quite a bit of acreage that they would like to be considered for development of industries. These industrial areas could include semiconductors or related industries. The preference of the City is to use the available industrial areas. Rather than done outside of the City where the process to install would cause a significant change to the way Wilsonville works. That is if they were to site a semiconductor plant on French Prairie.
- The Mayor shared her surprise that the Clackamas County Commission came to the Joint Committee on Semiconductor and Chair Smith announced that Clackamas County Commission unanimously supported the idea of siting a semiconductor plant on the land just south of Interstate 5 in the area called French Prairie. The Mayor stated some of the richest farmland in the state of Oregon is located in the French Prairie area.
- Therefore, Council decided it was important to send a second letter to the Joint Committee on Semiconductors clarifying that Wilsonville is pro-business, had 27,000 residents, 20,000 employees working in the City, a private sector payroll of 1.5 billion, more than five hundred acres available for industrial development, and wants to work with the state to develop workforce.
- In addition, the City of Wilsonville wishes to maintain the important economic value of the rich farmland south of the Willamette Valley, which was significant economically for the state, region, and globally.
- The City's Economic Development Manager testified in support of House Bill (HB) 2663, which was a device developed around asking the state to extend and fund the Business Oregon State Regional Significant Industrial Sites program.
 - The HB 2663 would give cities like Wilsonville the money needed to install the infrastructure in industrial lands.
 - The Mayor explained, most people do not know that when a developer looks at investing money in real estate one of the least expensive ways they can begin to develop land and is residential or commercial. Industrial is slower to make a profit for developers. Therefore, it is harder to make that happen. In order to have the kind of high wage jobs that Wilsonville is known for and that the state wants it is necessary to find a way to make industrial land available in the City of Wilsonville.

Legislative Town Hall

- On March 4, 2023, the City hosted a State Legislative Town Hall with Senator Aaron Woods and Representative Courtney Neron both Wilsonville residents.
- Around fifty people attended the event, which lasted for an hour. The audience had an opportunity to submit questions. The audience asked questions on the topics of education and industrial land. Questions were also asked about the bill the City had put forward to ask the State of Oregon to study extending the commuter rail Wes from Wilsonville to Salem. Representative Neron was the chief sponsor of this bill, which had seen support from surrounding cities.
- It was noted that Senator Woods had been active in representing Wilsonville in the Wes commuter rail bill. Moreover, it was mentioned that Senator Woods had sixteen bills that he had been directly working on.
- The Mayor appreciated Senator Woods's interest with regard to tolling, transportation, broadband and other interests.

Next, the Mayor noted the following upcoming meetings:

League of Oregon Cities (LOC) Regional Meeting

- The City planned to host n March 15, 2023 a LOC Regional Meeting. It was anticipated that several elected officials and staff from the Portland metro would attend to hear legislative updates and discuss key policy issues.

City Council Meeting

- The next City Council meeting was scheduled for Monday, March 20, 2023.

COMMUNICATIONS

5. Climate-Friendly and Equitable Communities (CFEC) Overview

Dan Pauly, Planning Manager provided an overview of the State's recent rule making on Climate Friendly and Equitable Communities (CFEC), the policy implications for Wilsonville, and what actions the City will be required to take. The PowerPoint has been made part of the record.

Council clarification questions followed the presentation.

In closing, the City Manager reminded Council that a Climate Action Plan had been identified as a Council Goal. Therefore, the CFEC would dovetail nicely into that.

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 none.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

6. Council President Akervall

Councilor Akervall recalled she joined the tours mentioned by the Mayor of Sysco and D W Fritz Automation. Councilor Akervall added she was impressed with the opportunities for employment in Wilsonville. She was also impressed with the innovation that was happening at these companies. She felt like the companies were pushing the edge of possibility in an exciting way. Moreover, these companies had a real interest in the Wilsonville community.

Councilor Akervall announced she was looking towards the following:

- West Linn-Wilsonville School District Equity Summit on March 11, 2023
- Tour of subsidized housing in Wilsonville

The City Manager shared staff would facilitate the tour of subsidized housing in Wilsonville and invite all Councilors.

7. Councilor Berry

Councilor Berry attended and reported on the subsequent events:

- D W Fritz Automation Tour
- Council Retreat on February 24-25, 2023
- Metro C4 meeting on transportation
- Metro C4 Subcommittee meeting on February 15, 2023

Councilor Berry planned to attend the below events:

- League of Oregon Cities (LOC) Budget 101 Training on March 7, 2023
- Wilsonville High School Robotics regional tournament on March 10-11, 2023

Shared she was impressed on how the City came together to provide testimony on Senate Bill 4, the semiconductor siting. She recalled City Council's participation in the letter campaign and the Mayor's public comment to the Joint Committee on Semiconductor.

8. Councilor Dunwell

Councilor Dunwell reported she attended the French Prairie Forum where Senate Bill 4 was discussed. She then thanked the citizens of Wilsonville and surrounding communities for their active and vocal testimony. Councilor Dunwell thanked the Mayor for her testimony and the follow up letter. Citizens were encouraged to watch Senate Bill 4 carefully because it would have an impact on all if the amendments were not made.

Councilor Dunwell reported on the Diversity, Equity and Inclusion (DEI) lectures:

- Attended the March 2, 2023 lecture on "Displacing Black Portland: A History of Housing Discrimination" presented by Zachary Stocks
- Encouraged the audience to attend future lectures scheduled for April, May, June, and July 2023
- Suggested the DEI Committee host future lectures about Hispanic, Tribal, and Indigenous citizens

9. Councilor Linville

Councilor Linville voiced her concerns regarding Senate Bill 4. She shared her thought that the City should have some direct communication with Governor Kotek about the impact on the City of Wilsonville if Senate Bill 4 passed. Councilor Linville informed that Governor Kotek had the ability to change the urban growth boundary at the Governor's discretion. Councilor Linville hoped that the City would continue communications with representatives, senators, and the governor's office.

Councilor Linville thanked City leadership, staff, directors, and leaders of the departments who worked with Council during the goal setting retreat. She added it was a long day and their contribution to Council's work and collaboration was incredible.

Councilor Linville informed that Sandy Carter contacted her about the Willamette Falls Locks Authority position held by former Wilsonville City Councilor Lehan. Former Councilor Lehan had proposed that perhaps it might be better to have someone from the current City Council sitting on that Authority.

The City Manager stated he would schedule a meeting with the Mayor, Councilor Linville, and the City Attorney to discuss Willamette Falls Locks Authority proposal.

Councilor Linville announced these activities:

- Best of Wilsonville Photo Contest open until March 11, 2023
- Greater Portland Inc. Small Cities Consortium on March 16, 2023
- Stein-Boozier Barn Open House on March 18, 2023

CONSENT AGENDA

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

10. Resolution No. 3040

A Resolution Of The City Of Wilsonville Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Autumn Park Apartments, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc.

11. Resolution No. 3041

A Resolution Of The City Of Wilsonville Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Charleston Apartments, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc.

12. Resolution No. 3042

A Resolution Of The City Of Wilsonville Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Creekside Woods LP, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc.

13. Resolution No. 3043

A Resolution Of The City Of Wilsonville Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Rain Garden Limited Partnership, A Low-Income Apartment Development Owned And Operated By Caritas Community Housing Corporation.

14. Resolution No. 3044

A Resolution Of The City Of Wilsonville Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Wiedemann Park, A Low-Income Apartment Development Owned And Operated By Accessible Living, Inc.

15. Resolution No. 3048

A Resolution Of The City Of Wilsonville Supporting A 2023 Grant Application To The Oregon State Parks, Local Government Grant Program For The Boones Ferry Restroom Replacement Project.

16. Resolution No. 3049

A Resolution Of The City Of Wilsonville Authorizing The Purchase Of One 40' Bucket Truck From Global Rental Co.

Motion: Moved to approve the Consent Agenda as read.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

NEW BUSINESS

There was none.

CONTINUING BUSINESS

There was none.

PUBLIC HEARING

There was none.

CITY MANAGER'S BUSINESS

Council was shown a video on the City of Wilsonville that was created August 7, 1984. The video was entitled *"City With A Lot Growing On."*

The City Manager explained next steps in the goal setting process. He added the goals are not complete until Council adoption, which was scheduled for April 3, 2023. Therefore, Council still had time to amend the goals.

The City Manager acknowledged and Council agreed that more information was needed for Council discussion of the facilities and parks goal. Staff intended to bring forward this information at the March 20, 2023 Work Session.

The City Manager confirmed the Library Director would be asked to present on the outcome of Miniature Art Show at an upcoming meeting.

LEGAL BUSINESS

There was none.

ADJOURN

The Mayor adjourned the meeting at 8:16 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 20, 2023	Subject: Resolution No. 3055 A Resolution of the City of Wilsonville Authorizing the Mayor to Execute an Intergovernmental Agreement between the City of Wilsonville and the Tri-County Metropolitan Transportation District of Oregon for the Adjustment of TriMet District Boundaries and an Associated Memorandum of Understanding between the City of Wilsonville and the Tri-County Metropolitan Transportation District of Oregon Regarding Future Adjustment of TriMet District Boundaries Staff Member: Amanda Guile-Hinman, City Attorney Department: Legal	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt Resolution No. 3055.		
Recommended Language for Motion: I move to adopt Resolution No. 3055.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Consider whether to execute an intergovernmental agreement and memorandum of understanding with TriMet to withdraw certain properties within the City of Wilsonville from the TriMet service area and to plan a petition in 2026 to withdraw from the TriMet's service area the Basalt Creek urban growth boundary (UGB) area.

EXECUTIVE SUMMARY:

TriMet currently collects payroll taxes from certain employers within the Wilsonville city limits, amounting to approximately \$273,800 annually, while providing no transit service to these properties. The City of Wilsonville (“City”) has attempted, for many years, to urge TriMet to change its service boundary to remove properties within the City limits and within the City’s UGB so that the City, through its South Metro Area Regional Transit (“SMART”), can continue to provide service and plan for expanded service for the Wilsonville community. Additionally, the City’s current and planned future investments of millions of dollars within its UGB to incentivize development of high-wage industrial and commercial jobs, will unfairly create a windfall for TriMet through its collection of payroll taxes while it continues to provide minimal (if any) transit service to the area.

TriMet has been unwilling to change its service boundary until the City sought a legislative remedy through the introduction of HB 2666 during the 2023 legislative session. When TriMet met with the City after HB 2666 was introduced, TriMet made representations that processes currently exist to get to the outcomes the City seeks through HB 2666. These processes consisted of two steps, according to TriMet. The first step consisted of a withdrawal from the TriMet service boundary of the parcels that are currently within Wilsonville’s city limits (“Step 1”). The second step would be for the City to petition TriMet to withdraw the UGB area in 2026, the next time petitions may be considered under state statutes (“Step 2”). Based on TriMet’s representations regarding the processes available to the City to adjust the service boundaries, the next steps were for TriMet to draft an intergovernmental agreement (“IGA”) to address Step 1 and a memorandum of understanding (“MOU”) to address Step 2, which would work together to address all of the City’s concerns regarding the TriMet boundary.

The drafted language of the IGA and MOU, attached to Resolution No. 3055, represent the two-step process City staff is confident that it will be able to address the TriMet boundary issue, whereby the City can seek withdrawal of HB 2666.

EXPECTED RESULTS:

Assuming TriMet’s agreement to the form of the IGA and MOU attached to Resolution No. 3055, the areas within the city limits that are TriMet service boundary will likely be withdrawn from the TriMet service area by fiscal year end. The petition to withdraw the UGB area would likely occur in the early part of calendar year 2026.

TIMELINE:

For the IGA, seek TriMet execution and implement prior to the end of the current fiscal year. For the MOU, it must be executed contemporaneous with the IGA, and implementation will occur in 2026.

CURRENT YEAR BUDGET IMPACTS:

Staff seeks a budget supplemental to compensate TriMet for ten years' worth of the revenue it will no longer collect from the properties within the city limits because TriMet was unwilling to move forward with the two-step process without this compensation.

The City will be able to begin collecting its payroll tax from these employers, which payroll tax rate is significantly less than TriMet's (0.5% compared to 0.8037%).

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Better transit service to areas that will be annexed into the City of Wilsonville in the future,.

ALTERNATIVES:

Continue to push for a legislative remedy.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2666
 - A. Intergovernmental Agreement between the City of Wilsonville and the Tri-County Metropolitan Transportation District of Oregon for the Adjustment of TriMet District Boundaries
 - B. Memorandum of Understanding between the City of Wilsonville and the Tri-County Metropolitan Transportation District of Oregon Regarding Future Adjustment of TriMet District Boundaries

RESOLUTION NO. 3055

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON FOR THE ADJUSTMENT OF THE TRIMET DISTRICT BOUNDARIES AND AN ASSOCIATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WILSONVILLE AND THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON REGARDING FUTURE ADJUSTMENT OF TRIMET DISTRICT BOUNDARIES.

WHEREAS, prior to 1988, the City of Wilsonville ("City") was part of the Tri-County Metropolitan Transportation District of Oregon ("TriMet") service boundary; and

WHEREAS, the Wilsonville business community and the City recognized, in the 1980s, that TriMet offered minimal public transit service to the Wilsonville community while Wilsonville businesses paid significant payroll taxes to TriMet; and

WHEREAS, in 1988, the Wilsonville Innovative Transportation Association successfully petitioned TriMet to withdraw and form an independent City-owned transit system; and

WHEREAS, the City, through its South Metro Area Regional Transit Department ("SMART"), provides nationally recognized and award-winning public transit for the Wilsonville community and larger Portland and Salem-metro area regions; and

WHEREAS, SMART transit service is fare-free for in-city routes and the payroll tax rate paid by employers is 0.5% of wages earned within SMART's service boundary; and

WHEREAS, TriMet not only charges a fare for all its fixed-route services, it also charges a payroll tax rate of 0.8037% as of January 1, 2023 (a 60% increase over SMART's payroll tax rate); and

WHEREAS, according to TriMet, it currently collects approximately \$273,800 annually in payroll taxes from employers within the Wilsonville city limits while providing no transit service to those properties; and

WHEREAS, one of these employers is the State of Oregon through its Department of Corrections; and

WHEREAS, SMART currently offers service to these properties while receiving no payroll tax contribution because the City believes that public transit should be made available to all who seek to utilize it; and

WHEREAS, TriMet also currently collects nominal income through its payroll tax within the City of Wilsonville urban growth boundary (“UGB”) in the area known as Basalt Creek because the area is within TriMet’s service boundary; and

WHEREAS, as the Basalt Creek UGB area develops, properties will annex into the City of Wilsonville; and

WHEREAS, the Basalt Creek UGB area is identified by the Metro regional government as a Regionally Significant Industrial Area; and

WHEREAS, the City has invested significant resources in the planning and visioning of Basalt Creek with strategies to provide millions of dollars’ worth of infrastructural investments to spur industrial growth in the area that will offer high-wage commercial and industrial jobs; and

WHEREAS, the City’s investments in Basalt Creek, without a revision to the TriMet boundary, will lead to TriMet unfairly reaping the benefit of the City’s investments and employers’ high-wage job offerings without any plan to provide service commensurate with the services provided by SMART in other areas of Wilsonville; and

WHEREAS, TriMet will continue to unfairly and inequitably collect payroll tax from current and future properties within the City of Wilsonville unless TriMet’s boundary is adjusted; and

WHEREAS, the City has attempted, with no meaningful response from TriMet, for at least ten years to revise TriMet’s boundary so that properties within the city limits and the City’s UGB may be served by SMART; and

WHEREAS, SMART is the only municipal transit department within Metro’s boundary and bordering TriMet’s boundary, and thus, any agreements between, or actions by, the City and TriMet regarding an adjustment to TriMet’s boundary to address these issues are not precedential as to any other city or transit district within Metro; and

WHEREAS, due to TriMet’s unwillingness to engage the City to address the boundary issues, the City sought to introduce legislation to adjust TriMet’s boundary during the 2023 state legislative session; and

WHEREAS, HB 2666 (2023) was introduced to adjust TriMet’s boundary; and

WHEREAS, only after the introduction of HB 2666 were TriMet staff willing to meet with City staff to discuss alternative solutions regarding the boundary to avoid a legislative remedy; and

WHEREAS, TriMet staff, City staff, and the Mayor of Wilsonville met on January 9, 2023 to discuss the boundary issue; and

WHEREAS, in that meeting, TriMet made clear that it saw the path forward consisting of two steps; and

WHEREAS, the first step consisted of a withdrawal from the TriMet service boundary of the parcels that are currently within Wilsonville's city limits ("Step 1"); and

WHEREAS, the second step would be for the City to petition TriMet to withdraw the UGB area in 2026, the next time petitions may be considered under state statutes ("Step 2"); and

WHEREAS, TriMet staff stated, in the January 9, 2023 meeting, that there is a "per parcel process" for pulling out of the TriMet service area (Step 1), which is why the properties within the City of Wilsonville did not need to go through the petition process; and

WHEREAS, TriMet staff also stated in that meeting that they were not aware of any statutory reason the City would be prohibited from undertaking Step 2 (petition to withdraw process); and

WHEREAS, based on TriMet's representations regarding the processes available to the City to adjust the service boundaries, the parties left the meeting understanding that the next steps were for TriMet to draft an intergovernmental agreement ("IGA") to address Step 1 and a memorandum of understanding ("MOU") to address Step 2, which would work together to address all of the City's concerns; and

WHEREAS, since that January 9, 2023 meeting, it has become apparent that representations made by TriMet in the meeting were wholly inaccurate; and

WHEREAS, contrary to TriMet's representations, TriMet does not have a "per parcel process" to adjust its boundary, but rather can adjust its boundary however it sees fit at any time via ordinance adopted at a Board of Directors meeting, pursuant to ORS 267.207(1), which TriMet staff did not identify until January 26, 2023; and

WHEREAS, this statutory right means that TriMet could withdraw the parcels within the city limits and the entire Wilsonville UGB together via ordinance adopted by its Board, and thus a two-step process is not necessary; and

WHEREAS, only after City staff learned of TriMet's statutory authority did TriMet staff claim that its Board would not adopt such an ordinance, as opposed to could not do so; and

WHEREAS, when City staff received TriMet's draft IGA, TriMet staff failed to also provide a draft MOU, despite stating, in the January 9 meeting, that they would draft the MOU; and

WHEREAS, the execution of any IGA must be contingent on the contemporaneous signing of a MOU to ensure that both Step 1 and Step 2 are adequately addressed simultaneously; and

WHEREAS, the draft IGA sought to require the City to not only withdraw HB 2666, but also agree to never pursue a legislative remedy regarding TriMet's boundary; and

WHEREAS, the City Council is not legally allowed to bind successor Councils' decision-making regarding future legislative initiatives and so the City is legally barred from agreeing to such terms; and

WHEREAS, TriMet staff has stated that TriMet cannot agree to the deletion in the draft IGA of the City's agreement to never pursue a legislative remedy regarding TriMet's boundary; and

WHEREAS, since TriMet did not provide a draft MOU, City staff drafted a MOU for TriMet review; and

WHEREAS, when City staff began drafting the MOU, and reviewed the relevant statutes for petitioning to withdraw from TriMet, staff discovered that, contrary to TriMet's representations, the City cannot petition to adjust the boundary; and

WHEREAS, ORS 267.253(1) exclusively allows only electors within the affected area to file a petition to withdraw from the TriMet service boundary; and

WHEREAS, City staff reached out to TriMet staff about this issue and TriMet confirmed that the City would not be able to petition to withdraw, essentially undermining the entire premise of Step 2, which TriMet had stated the City could do at the January 9 meeting; and

WHEREAS, in an effort to salvage the negotiations despite these setbacks, City staff completed a draft of the MOU that left open who would petition for withdrawal; and

WHEREAS, when the City received the revisions to the MOU from TriMet, TriMet indicated, for the first time, that it plans to provide service in the UGB area; and

WHEREAS, TriMet's revision is completely contrary to the parties' discussions in the January 9 meeting where the City stated its intention to provide SMART service in the area and TriMet did not state any such plans to provide service; and

WHEREAS, one of the critical components of the TriMet Board approving a petition to withdraw is that TriMet does not have plans to provide service within the next five (5) years (e.g., by 2031 if the petition is filed in 2026), which is one of the criteria stated in ORS 267.257(3)(b); and

WHEREAS, the State of Oregon has pledged its commitment to pursuing equitable and climate-friendly policies, including, in particular, support for expansion of public transit service; and

WHEREAS, the City and SMART are committed to providing efficient and equitable transit that furthers local, state, and federal climate friendly goals and plans to fully transition its fleet to alternative fuels by 2028; and

WHEREAS, the City seeks to expand its equitable and climate-friendly public transit service within its city limits and UGB area; and

WHEREAS, if TriMet is willing to agree to the reasonable terms of the IGA and MOU, as drafted by the City, the City is confident that it will be able to undertake such an expansion.

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

Section 1. Findings. The City Council adopts by reference and incorporates as if fully set forth herein the above statements and the staff report accompanying this Resolution. The City Council finds that the IGA attached hereto as **Exhibit A** and the MOU attached hereto as **Exhibit B** reflect the City Council's terms and conditions for resolve the boundary dispute with TriMet that are in the best interest of the health, safety, and welfare of the City of Wilsonville community.

Section 2. The City Council authorizes the Mayor to execute an Intergovernmental Agreement between the City of Wilsonville and the Tri-County Metropolitan Transportation District of Oregon for the Adjustment of TriMet District Boundaries ("IGA") substantially similar to **Exhibit A** attached hereto and a Memorandum of Understanding between the City of

Wilsonville and the Tri-County Metropolitan Transportation District of Oregon Regarding Future Adjustment of TriMet District Boundaries substantially similar to **Exhibit B** attached hereto as contemporaneous with the execution of the IGA.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of March, 2023, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBITS:

- A. Intergovernmental Agreement between the City of Wilsonville and the Tri-County Metropolitan Transportation District of Oregon for the Adjustment of TriMet District Boundaries
- B. Memorandum of Understanding between the City of Wilsonville and the Tri-County Metropolitan Transportation District of Oregon Regarding Future Adjustment of TriMet District Boundaries

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WILSONVILLE AND THE TRI-COUNTY
METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
FOR THE ADJUSTMENT OF TRIMET DISTRICT BOUNDARIES**

This Intergovernmental Agreement (IGA) between the City of Wilsonville (Wilsonville), an Oregon municipal corporation, and the Tri-County Metropolitan Transportation District of Oregon (TriMet), an Oregon mass transportation district, also referred to herein as a “Party,” or “Parties,” is entered into on the date last executed below.

RECITALS

WHEREAS, TriMet is an Oregon mass transit district established pursuant to ORS Chapter 267 to provide transportation services within Washington, Multnomah and Clackamas counties, and Wilsonville is an Oregon municipal corporation located in Clackamas and Washington counties; and

WHEREAS, the Parties have authority to enter into this IGA pursuant to ORS Chapter 267 and ORS Chapter 190; and

WHEREAS, TriMet provides commuter rail service to Wilsonville by the Westside Express (WES), but does not currently provide transit service to any other areas within the Wilsonville city limits; and

WHEREAS, Wilsonville intends to undertake municipal investments and provide city services, including SMART transit services, to certain areas within its city limits and the TriMet transit district that are not currently served by TriMet; and

WHEREAS, Wilsonville has proposed House Bill 2666, which would statutorily remove certain areas from the TriMet transit district that are within Wilsonville’s city limits but not currently served by TriMet; and

WHEREAS, TriMet and Wilsonville wish to make a voluntary adjustment of the TriMet transit district boundary in order to exclude those areas of the transit district that are within the Wilsonville city limits but not served by TriMet;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which the Parties deem fair and reasonable, TriMet and Wilsonville make the following Agreements:

AGREEMENTS

1. **Withdrawal Ordinance.** At the next meeting of the Board of Directors of TriMet that occurs no sooner than fourteen days after the full execution of this IGA, TriMet agrees that it will submit a Withdrawal Ordinance pursuant to ORS 267.207(1) to its Board of Directors that shall adjust the boundaries of the transit district to exclude the Wilsonville areas known as Coffee Creek, SW Elligsen Road, and Frog Pond West from the TriMet

transit district. If the Board of Directors fails to adopt the Withdrawal Ordinance at that time, this Agreement will immediately terminate.

2. **Areas to be Withdrawn.** The Coffee Creek, SW Elligsen Road and Frog Pond West areas are shown generally on the attached Exhibit A map, and each is more particularly described on the attached Exhibit B. Both Exhibit A and Exhibit B have been prepared by Wilsonville and approved by TriMet.
3. **Legislation to be Withdrawn.** Wilsonville agrees that, not later than 30 days after the TriMet Board's adoption of the Withdrawal Ordinance, it will withdraw HB 2666.
4. **Payment to TriMet.** The Wilsonville City Council will consider a budget supplemental for the payment to TriMet contemplated in this Section 4 at its March 20, 2023 City Council meeting. If the budget supplemental is adopted by the City Council and the Withdrawal Ordinance is adopted by TriMet's Board, Wilsonville further agrees that, (a) not later than 30 days after the TriMet Board's adoption of the Withdrawal Ordinance or (b) not later than 10 days after the Wilsonville City Council adoption of the budget supplemental, whichever is later, Wilsonville will initiate an electronic funds transfer to TriMet for a one-time payment of \$2,738,000 (Two Million, Seven Hundred and Thirty-Eight Thousand Dollars) to TriMet, which the Parties agree constitutes a good-faith negotiation of fair and reasonable compensation for the current and estimated future tax revenue that TriMet anticipates receiving from the areas shown in Exhibit A and described in Exhibit B. If the Wilsonville City Council fails to adopt the budget supplemental, this Agreement will immediately terminate.
5. **Incorporation of Areas into SMART.** Wilsonville agrees that, after the adoption of TriMet's Withdrawal Ordinance, it will incorporate the areas shown on Exhibit A and described in Exhibit B into its SMART transit service territory and begin providing transit service to those areas.
6. **Collection of Payroll Tax.**
 - a. If Wilsonville initiates the electronic funds transfer described in Section 4 above by no later than March 31, 2023, TriMet will collect the payroll tax for the areas described in Exhibits A and B incurred through March 31, 2023. Thereafter, beginning on April 1, 2023, the payroll earned in the areas described in Exhibits A and B will be subject to the City of Wilsonville's payroll tax and will be collected by the City of Wilsonville.
 - b. If Wilsonville initiates the electronic funds transfer described in Section 4 above after March 31, 2023, TriMet will collect the payroll tax for the areas described in Exhibits A and B incurred through the end of the then-current quarter (e.g., June 30, 2023; September 30, 2023; or December 31, 2023). Thereafter, beginning on

the first day of the next quarter (e.g., July 1, 2023; October 1, 2023; or January 1, 2024), the payroll earned in the areas described in Exhibits A and B will be subject to the City of Wilsonville's payroll tax and will be collected by the City of Wilsonville.

7. **Memorandum of Understanding.** Contemporaneous with the execution of this IGA, TriMet and Wilsonville will enter into a Memorandum of Understanding to guide their negotiations for future voluntary withdrawal of other areas near Wilsonville's northern boundary from the TriMet transit district, pursuant to the adoption of a future Withdrawal Ordinance by the TriMet Board. A draft of the Memorandum of Understanding is attached hereto as Exhibit C. The fully executed Memorandum of Understanding must be substantially similar to Exhibit C.
8. **Right to Petition to Withdraw.** Nothing in this IGA shall preclude Wilsonville from initiating a petition pursuant to ORS 267.250 to 267.263 to withdraw other areas from the TriMet transit district.
9. **Right to Modify.** Nothing in this IGA shall preclude TriMet from otherwise modifying its service district boundaries pursuant to ORS 267.207 et seq., except to the extent such modification is related to or impacts the properties identified in Exhibits A and B.
10. **Designated Representatives.** Each Party designates the representative named below for all purposes of this IGA:

J.C. Vannatta
Executive Director
TriMet Public Affairs
1800 SW 1st Avenue, Ste. 300
Portland, Oregon 97201
Phone: (503) 962-XXXX
Email:
vannattj@trimet.org

Bryan Cosgrove
City Manager
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, Oregon 97070
Phone: (503) 570-1504
Email:
cosgrove@ci.wilsonville.or.us

The above-named representatives or their designees are authorized to give notices, execute amendments or terminate this IGA, and to cause any other act described herein to be implemented. Either Party may designate a different representative at any time by giving written notification to the other Party.

11. **Independent Contractors.** For the purposes of this IGA, each Party is an independent contractor and no representative, agent, employee or contractor of one Party shall be deemed to be an employee, agent or contractor of the other Party for any purpose. Nothing herein is intended, nor shall it be construed, to create any relationship of

principal and agent, partnership, joint venture or any similar relationship between the Parties.

12. **No Assignment.** Neither Party shall assign this IGA, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other Party.
13. **No Third-Party Beneficiary.** Except as set forth herein, this Agreement is solely between the Parties and nothing herein shall be construed to give or provide any benefit, direct, indirect or otherwise to any third-party beneficiary.
14. **Severability / Survivability.** If any provision of this IGA is found to be illegal or unenforceable, this IGA nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity shall survive any termination of this IGA.
15. **Compliance with Law.** The Parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this IGA, and if a Party is not in compliance with any such law, regulation, executive order or ordinance, it shall take immediate steps to gain compliance.
16. **Mutual Indemnity.** Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each Party shall hold harmless, indemnify and defend the other Party and its officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this IGA, including claims in favor of any person on account of personal injury, death, damage to property, or violation of law that arise or result from the negligent act or omission of the indemnitor, its officers, employees, or agents. All provisions concerning indemnity shall survive any termination of this IGA.
17. **Oregon Law.** This IGA shall be construed according to the laws of the State of Oregon. If any dispute arises from this IGA, the Parties shall negotiate in good faith to resolve the dispute. If the Parties are unable to resolve any dispute within fourteen calendar days, the Parties shall be free to engage in mediation, binding arbitration or to pursue any other legal remedy available.
18. **Jurisdiction and Venue.** Jurisdiction and venue for any legal action between the Parties that may arise from the performance or failure to perform any obligation described herein shall be in the Washington County Circuit Court or the United States District Court for the District of Oregon, located in Portland, Oregon. In any legal action between the Parties concerning this IGA, each Party shall bear its own attorney fees and costs.
19. **Entire Agreement.** This IGA constitutes the entire agreement between the Parties on the subject matter herein and supersedes all prior or contemporaneous written or oral

understandings, representations or communications of any kind. There are no understandings, agreements, or representations, oral or written, not specified herein concerning this IGA.

20. **Modification / Waiver.** This IGA may not be modified unless in a writing, signed by each Party. No waiver, consent, modification or change of terms of this IGA shall bind either Party unless in writing and signed by both Parties. The failure of a Party to enforce any provision of this IGA shall not constitute a waiver by a Party of that or any other provision.
21. **Interpretation.** This IGA shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision.
22. **Effective Date / Term.** This IGA shall be effective as of the last date executed below, and shall remain in effect until the completion of all obligations created herein or unless earlier terminated as provided in this IGA.
23. **Authority.** Each person signing below represents that he or she has the authority to sign this IGA on behalf of the Party for which each signs.

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement as of the last date written below.

Tri-County Metropolitan Transportation District of Oregon (TriMet)

Signature: _____

Title: _____

Date: _____

Approved as to form: _____
TriMet Senior Deputy General Counsel

City of Wilsonville

Signature: _____

Title: _____

Date: _____

Approved as to form: _____
Attorney for City of Wilsonville

EXHIBIT A

[Placeholder]

EXHIBIT B

[Placeholder]

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF WILSONVILLE AND THE TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON
REGARDING FUTURE ADJUSTMENT OF TRIMET DISTRICT BOUNDARIES**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the **City of Wilsonville**, an Oregon municipal corporation (“Wilsonville”), and **Tri-County Metropolitan Transportation District of Oregon**, an Oregon mass transportation district (“TriMet”), referred to collectively herein as the “Parties.”

RECITALS

WHEREAS, TriMet is an Oregon mass transit district established pursuant to ORS Chapter 267 to provide transportation services within Washington, Multnomah and Clackamas counties, and Wilsonville is an Oregon municipal corporation located in Clackamas and Washington counties; and

WHEREAS, the Parties have authority to enter into agreement(s) with each other pursuant to ORS Chapter 267 and ORS Chapter 190; and

WHEREAS, Wilsonville operates a municipal transit department, South Metro Area Regional Transit (“SMART”), that provides transit services within the Wilsonville city limits and connection services outside of its city limits in collaboration with other transit agencies, including TriMet; and

WHEREAS, Wilsonville seeks to establish its service area boundary consistent with its current city limits and projected future growth into its designated urban growth boundary (“UGB”); and

WHEREAS, TriMet and Wilsonville, contemporaneous with this MOU, are executing an intergovernmental agreement to pursue an adjustment of TriMet’s service district boundary to remove areas that are currently within Wilsonville city limits and not being served by TriMet, which areas are depicted in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, TriMet and Wilsonville seek to clarify the additional steps that will need to occur to petition the TriMet Board of Directors to further adjust the TriMet service district boundary in 2026 to remove the Wilsonville UGB area depicted in **Exhibit B** attached hereto and incorporated by reference herein, which is also not currently being served by TriMet; and

WHEREAS, while neither Party can commit to specific outcomes in the future, the Parties are generally supportive of Wilsonville’s pursuit of adding its UGB to its service area due to the significant planning, infrastructure, and financial investments Wilsonville is and will be making in its UGB; and

WHEREAS, the Parties acknowledge that Wilsonville’s current and future investments to support urbanized growth in the area depicted in **Exhibit B** that will eventually be incorporated

into the city limits, along with Wilsonville's commitment to providing public transit service in and surrounding its city limits, suggest that residents and businesses within the area depicted in **Exhibit B** will benefit from the extension of SMART's services in the area;

NOW, THEREFORE, incorporating all of the above Recitals by reference, the Parties desire to enter this MOU to begin resolution of the foregoing as follows:

1. Service of Area Proposed for Withdrawal. As of the Effective Date, TriMet is not aware of any future plans for TriMet to provide service to the area depicted in **Exhibit B**. TriMet will provide reasonable notice and make a good faith effort to fully inform Wilsonville if there is indication that TriMet may consider commencing service in the area depicted in **Exhibit B**. As of the Effective Date, the estimated revenue raised within the area depicted in **Exhibit B** is _____ for the three (3) most recent completed fiscal years.

2. Withdrawal Petition. Wilsonville may engage with electors in the area depicted in **Exhibit B** to file a petition to withdraw the area depicted in **Exhibit B** pursuant to the requirements of ORS 267.250 through 267.265. Should Wilsonville choose to pursue a withdrawal petition, the Parties will work collaboratively and share information with each other relevant to any petition filed regarding the withdrawal of the area depicted in **Exhibit B** for the purpose of transparency and ensuring the TriMet Board is fully informed of reasons for the proposed withdrawal.

2.1. Communication. Prior to the commencement of a withdrawal petition contemplated in Section 2, Wilsonville will send to TriMet's Executive Director of Public Affairs (or similar position if vacant or restructured) written notification of its intent to pursue a withdrawal petition and will designate a project manager to serve as its point person. Wilsonville, in its written notification, will provide the name and contact information of its project manager. Upon receipt of written notification from Wilsonville, TriMet will designate a project manager to serve as its point person and will similarly provide written notification to Wilsonville of its project manager's name and contact information. The Parties' project managers will coordinate regularly (at least monthly) regarding progress and issues encountered. At a minimum, this will consist of a phone call but may include in-person meetings as requested by either Party. The Parties will make a good faith effort in communicating and collaborating through the withdrawal process.

3. Review of Withdrawal Petition. If a petition to withdraw the area depicted in **Exhibit B** is filed with TriMet, TriMet will pursue the review and consideration of the withdrawal petition consistent with the requirements of ORS 267.250 through ORS 267.265. Should TriMet encounter any concerns or issues with the withdrawal petition, its project manager will contact Wilsonville's project manager to explain the issues with sufficient time for Wilsonville to provide any additional information or correct any errors.

4. Notices. Other than the written notifications provided in Section 2.1 above, notices regarding this MOU shall be deemed sufficient if deposited in the United States Mail, First Class, postage prepaid, addressed to the Parties as follows:

To Wilsonville: City of Wilsonville
Attn: City Manager
29799 SW Town Center Loop East
Wilsonville OR 97070

With a Copy To: City of Wilsonville
Attn: City Attorney
29799 SW Town Center Loop East
Wilsonville OR 97070

To TriMet: TriMet
Attn: Executive Director of Government Affairs
1800 SW 1st Avenue, Suite 300
Portland, OR 97201

With a Copy To: TriMet
Attn: General Counsel
1800 SW 1st Avenue, Suite 300
Portland, OR 97201

5. Termination. Either Party may terminate this MOU upon seven (7) business days' prior written notice to the other Party.

6. Miscellaneous Provisions.

6.1. Effective Date. This MOU is effective on the last date signed by the Parties below and remains in effect until terminated as provided herein.

6.2. Governing Law. This MOU is governed by the laws of the State of Oregon. Venue for any litigation shall be in the state circuit court of Washington County, Oregon.

6.3. Amendment. The terms of this MOU may be amended or supplemented by mutual agreement of the Parties. Any amendment or supplement shall be in writing, shall refer specifically to this MOU, and shall be executed by the Parties.

6.4. Good Faith and Cooperation. The Parties agree and represent to each other good faith, cooperation, and due diligence in the performance of all obligations of the Parties pursuant to this MOU.

6.5. Interpretation. As a further condition of this MOU, the Parties acknowledge that this MOU 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.

6.6. Counterparts. This MOU may be signed in one or more counterparts, each of which shall be deemed an original and, when taken together, shall constitute one and the same document.

6.7. Authority. Each Party signing on behalf of TriMet and Wilsonville hereby warrants actual authority to enter into this MOU.

IN WITNESS WHEREOF, the Parties have, pursuant to official action of their respective governing bodies duly authorizing the same, caused their respective officers to execute this MOU on their behalf.

CITY OF WILSONVILLE

an Oregon municipal corporation

By: _____
As Its: City Manager
Dated: _____

APPROVED AS TO FORM:

Amanda R. Guile-Hinman
City Attorney

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON**

an Oregon mass transportation district

By: _____
As Its: _____
Dated: _____

APPROVED AS TO FORM:

Greg Skillman
Senior Deputy General Counsel

EXHIBIT A

[Placeholder]

EXHIBIT B

[Placeholder]



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 20, 2023		Subject: Resolution No. 3045 Supplemental Budget Adjustment Staff Member: Katherine Smith, Assistant Finance Director Department: Finance	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: March 20, 2023 <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: Staff recommends Council adopt Resolution No. 3045.			
Recommended Language for Motion: I move to adopt Resolution No. 3045.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A supplemental budget resolution for the FY 2022-23 budget year.

EXECUTIVE SUMMARY:

Oregon's Local Budget Law allows the Council to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. A special hearing must be held to discuss and adopt the supplemental budget. The governing body holds the public hearing although the budget committee is not required to be involved. Public notice of the hearing must be published 5 to 30 days before the hearing. The governing body enacts a resolution to adopt the supplemental budget after the hearing.

This supplemental budget includes unanticipated changes to legal appropriations of \$4,613,200. These include:

1. Finance Department: Moving an FTE from Building Inspection to Finance – \$9,000
2. Parks & Recreation: Adding electricity costs for the Art Tech building – \$12,000
3. Community Development Fund:
 - a. 5th Street Water Line (CIP 1139) – Overhead Costs – \$7,000
 - b. Frog Pond (CIP 3001) – Overhead Costs – \$70,000
4. Transit Operations Fund: One-time payment to Tri-met – \$2,738,000
5. Water Capital Improvement Fund:
 - a. 5th Street Water Line (CIP 1139) – \$250,000
6. Parks Capital Improvement Fund:
 - a. Frog Pond West Neighborhood Park (CIP 9175) – \$1,387,200
 - b. Ice Age Tonquin Trail (CIP 9155) – \$140,000

EXPECTED RESULTS:

The supplemental budget adjustment adopted by the Council at regularly scheduled meeting.

TIMELINE:

As required by Local Budget Law, a notice for the public hearing has been published in the Wilsonville Spokesman on March 8, 2023. The adoption of the Supplemental Budget Adjustment is required prior to the end of the fiscal year, June 30, 2023.

CURRENT YEAR BUDGET IMPACTS:

See detail outlined in Exhibit A.

COMMUNITY INVOLVEMENT PROCESS:

The public hearing will be held on March 20, 2023 as a part of the adoption process.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The amended budget provides for the delivery of services and construction of capital projects throughout the community.

ALTERNATIVES:

Not approving the attached supplemental budget could result in overspending current budget appropriations. The City is required to disclose all excess of expenditures over appropriations in the Annual Comprehensive Financial Report (ACFR).

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3045
 - A. Need, Purpose and Amount: Detail by Fund & Category

RESOLUTION NO. 3045**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2022-23.**

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2022-23 by Resolution 3045; and

WHEREAS, certain expenditures are expected to exceed the original adopted budget in some of the City's funds and budgetary transfers are necessary within these funds to provide adequate appropriation levels to expend the unforeseen costs; and

WHEREAS, ORS 294.463 provides that a city may adjust appropriations within appropriation categories provided the enabling resolution states the need for the adjustment, purpose of the expenditure and corresponding amount of appropriation; and,

WHEREAS, all transfers from contingencies within the fiscal year to date that exceed fifteen percent (15%) of the fund's total appropriations are included in the supplemental budget adjustment request; and,

WHEREAS, all expenditure transfers within the fiscal year to date in aggregate exceed ten percent (10%) of the fund's total expenditures are included in the supplemental budget adjustment request; and,

WHEREAS, consistent with local budget law and based upon the foregoing, the staff report in this matter and public hearing input, the public interest is served in the proposed supplemental budget adjustment; and

WHEREAS, to facilitate clarification of the adjustments in this resolution, Attachment A to this resolution provides a summary by fund of the appropriation categories affected by the proposed transfer of budget appropriation and the purpose of the expenditure.

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

The City amends and adjusts the estimated revenues and appropriations within the funds and categories delineated and set forth in Attachment A, attached hereto and incorporated by reference herein as if fully set forth.

This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of March, 2023, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Need, Purpose and Amount: Detail by Fund & Category

ATTACHMENT A

NEED, PURPOSE AND AMOUNT: DETAIL BY FUND & CATEGORY

		Current	Change in	Amended
		Appropriations	Appropriations	Appropriations
110-General Fund				
Resources				
	Taxes	\$ 13,243,000	\$ -	\$ 13,243,000
	Licenses and permits	202,850	-	202,850
	Intergovernmental	\$ 5,407,399	\$ 1,387,200	\$ 6,794,599
	Charges for services	426,984	-	426,984
	Other Revenues	143,900	-	143,900
	Fines and forfeitures	230,000	-	230,000
	Investment Revenue	87,000	-	87,000
	Proceeds of interfund loan	4,515,100	-	4,515,100
	Transfers in	4,124,911	-	4,124,911
	Fund balances - beginning	15,860,222	-	15,860,222
	Total Resources	\$ 44,241,366	\$ 1,387,200	\$ 45,628,566
Requirements				
	Administration	\$ 1,974,107	\$ -	\$ 1,974,107
	Finance	\$ 1,680,891	\$ 9,000	\$ 1,689,891
	Information Technology/GIS	1,510,015	-	1,510,015
	Legal	764,512	-	764,512
	Human Resources and Risk Management	1,120,240	-	1,120,240
	Public Works Administration	965,392	-	965,392
	Facilities	1,741,291	-	1,741,291
	Parks Maintenance	2,216,389	-	2,216,389
	Parks & Recreation	1,796,521	12,000	1,808,521
	Library	2,350,130	-	2,350,130
	Law/Code Enforcement	5,980,194	-	5,980,194
	Municipal Court	247,210	-	247,210
	Debt Service	408,250	-	408,250
	Transfers to Other Funds	10,658,187	1,457,200	12,115,387
	Contingency	7,528,037	(91,000)	7,437,037
	<i>Unappropriated</i>	3,300,000	-	3,300,000
	Total Requirements	\$ 44,241,366	\$ 1,387,200	\$ 45,628,566
Resource increases are from grant to be used for CIP 9175. Requirement increases are from moving an FTE from Building Inspections to Finance, and adding electricity costs in Parks & Rec for the Art Tech building.				

231-Community Development Fund					Item 14.
Resources					
	Licenses and permits	\$ 711,389	\$ -	\$ 711,389	
	Intergovernmental	339,500	-	339,500	
	Charges for services	913,369	-	913,369	
	Other Revenues	-	-	-	
	Investment Revenue	13,500	-	13,500	
	Transfers in	\$ 2,676,503	\$ 77,000	\$ 2,753,503	
	Fund balances - beginning	2,602,618	-	2,602,618	
	Total Resources	\$ 7,256,879	\$ 77,000	\$ 7,333,879	
Requirements					
	C.D. Administration	\$ 633,692	\$ -	\$ 633,692	
	Engineering	2,409,506	-	2,409,506	
	Planning	1,350,440	-	1,350,440	
	Transfers to Other Funds	805,368	-	805,368	
	Contingency	\$ 1,211,873	\$ 77,000	\$ 1,288,873	
	<i>Unappropriated</i>	846,000	-	846,000	
	Total Requirements	\$ 7,256,879	\$ 77,000	\$ 7,333,879	
Resource increases are due to overhead for CIP 1139 and CIP 3001.					
230-Building Inspection Fund					
Resources					
	Licenses and permits	\$ 1,442,750	\$ -	\$ 1,442,750	
	Charges for services	8,190	-	8,190	
	Investment Revenue	14,000	-	14,000	
	Transfers in	46,532	-	46,532	
	Fund balances - beginning	2,796,807	-	2,796,807	
	Total Resources	\$ 4,308,279	\$ -	\$ 4,308,279	
Requirements					
	Building Inspection	\$ 1,344,431	\$ (9,000)	\$ 1,335,431	
	Transfers to Other Funds	391,215	-	391,215	
	Contingency	2,309,633	9,000	2,318,633	
	<i>Unappropriated</i>	263,000	-	263,000	
	Total Requirements	\$ 4,308,279	\$ -	\$ 4,308,279	
Requirement decreases are due to moving an FTE to Finance.					

260-Transit Operations Fund					Item 14.
Resources					
	Taxes	\$ 5,600,000	\$ -	\$ 5,600,000	
	Intergovernmental	4,604,416	-	4,604,416	
	Charges for services	29,000	-	29,000	
	Investment Revenue	63,000	-	63,000	
	Other Revenues	16,800	-	16,800	
	Fund balances - beginning	8,265,147	-	8,265,147	
	Total Resources	\$ 18,578,363	\$ -	\$ 18,578,363	
Requirements					
	Transit	\$ 8,968,857	\$ 2,738,000	\$ 11,706,857	
	Transfers to Other Funds	1,757,565	-	1,757,565	
	Contingency	6,348,941	(2,738,000)	3,610,941	
	<i>Unappropriated</i>	1,503,000	-	1,503,000	
	Total Requirements	\$ 18,578,363	\$ -	\$ 18,578,363	
Requirement increase for one-time payment to Trimet.					
515-Water Capital Projects Fund					
Resources					
	Intergovernmental	\$ 9,227,620	\$ -	\$ 9,227,620	
	Investment Revenue	4,300	-	4,300	
	Lease Revenue	173,577	-	173,577	
	Transfers in	\$ 21,851,325	\$ 257,000	\$ 22,108,325	
	Fund balances - beginning	982,000	-	982,000	
	Total Resources	\$ 32,238,822	\$ 257,000	\$ 32,495,822	
Requirements					
	Capital Projects	\$ 29,985,907	\$ 250,000	\$ 30,235,907	
	Transfers to Other Funds	1,768,228	7,000	1,775,228	
	Contingency	484,687	-	484,687	
	Total Requirements	\$ 32,238,822	\$ 257,000	\$ 32,495,822	
Requirement increases are for CIP 1139.					
345-Road Capital Projects Fund					
Resources					
	Intergovernmental	\$ 903,930	\$ -	\$ 903,930	
	Investment Revenue	8,100	-	8,100	
	Transfers in	\$ 23,889,221	\$ 70,000	\$ 23,959,221	
	Fund balances - beginning	2,101,406	-	2,101,406	
	Total Resources	\$ 26,902,657	\$ 70,000	\$ 26,972,657	
Requirements					
	Capital Projects	\$ 25,304,715	\$ -	\$ 25,304,715	
	Transfers to Other Funds	982,923	70,000	1,052,923	
	Contingency	615,019	-	615,019	
	Total Requirements	\$ 26,902,657	\$ 70,000	\$ 26,972,657	
Requirement increases expenditures for CIP 3001, and reductions for CIPs 3000 and 3004.					

395-Parks Capital Projects Fund**Resources**

Licenses and permits	\$	2,000	\$	-	\$	2,000
Investment Revenue		1,700		-		1,700
Other Revenues		-		-		-
Transfers in	\$	4,692,778	\$	1,527,200	\$	6,219,978
Fund balances - beginning		339,337		-		339,337
Total Resources	\$	5,035,815	\$	1,527,200	\$	6,563,015

Requirements

Capital Projects	\$	4,723,579	\$	1,527,200	\$	6,250,779
Transfers to Other Funds		126,469		-		126,469
Contingency		185,767		-		185,767
Total Requirements	\$	5,035,815	\$	1,527,200	\$	6,563,015

Requirement increases are for expenditures in CIPs 9175 and 9155.

516-Water Development Charges Fund**Resources**

System Development Charges	\$	1,429,000	\$	-	\$	1,429,000
Investment Revenue		21,700		-		21,700
Issuance of debt		-		-		-
Fund balances - beginning		13,816,544		-		13,816,544
Total Resources	\$	15,267,244	\$	-	\$	15,267,244

Requirements

Materials & Services	\$	25,940	\$	-	\$	25,940
Debt Service		453,000		-		453,000
Transfers to Other Funds	\$	11,925,558	\$	257,000	\$	12,182,558
Contingency		2,862,746		(257,000)		2,605,746
Total Requirements	\$	15,267,244	\$	-	\$	15,267,244

Requirement adjustments are to provide funding for CIP 1139.

396-Parks Development Charges Fund**Resources**

System Development Charges	\$	373,000	\$	-	\$	373,000
Investment Revenue		12,200		-		12,200
Fund balances - beginning		3,208,376		-		3,208,376
Total Resources	\$	3,593,576	\$	-	\$	3,593,576

Requirements

Materials & Services	\$	16,890	\$	-	\$	16,890
Transfers to Other Funds	\$	2,743,712	\$	140,000	\$	2,883,712
Contingency		832,974		(140,000)		692,974
Total Requirements	\$	3,593,576	\$	-	\$	3,593,576

Requirement increases are to provide funding for CIP 9155.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 20, 2023		Subject: Ordinance Nos. 875 and 876 Annexation and Zone Map Amendment for PCT NW Properties, LLC, dba Precision Countertops Staff Member: Cindy Luxhoj AICP, Associate Planner Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: March 20, 2023 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: March 20, 2023 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: April 3, 2023 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: The Coffee Creek Industrial Design Overlay District allows City Council adoption of the annexation and Zone Map amendment concurrent with or up to 120 days prior to the Development Review Board application (hearing scheduled for March 27, 2023).	
Staff Recommendation: Staff recommends Council adopt Ordinance Nos. 875 and 876 on 1 st Reading.			
Recommended Language for Motion: In two separate motions: <ul style="list-style-type: none"> • I move to adopt Ordinance No. 875 on 1st Reading. • I move to adopt Ordinance No. 876 on 1st Reading. 			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Coffee Creek Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Approve, modify, or deny Ordinance Nos. 875 and 876 to annex and rezone approximately 9.63 acres at 25540 SW Garden Acres Road within the Coffee Creek Master Plan area, enabling development of a corporate headquarters/fabrication facility and associated site improvements.

EXECUTIVE SUMMARY:

The City adopted the Coffee Creek Industrial Form-based Code and Pattern Book in February 2018, establishing clear and objective development standards for street design and connectivity, site design and circulation, building form and massing, and building design and architecture to substantially minimize judgment about compliance. As part of this adoption, the City modified procedures governing City Council review of annexation and Zone Map amendments in Coffee Creek, allowing for City Council review of these requests without prior review or recommendation by the Development Review Board. This modification allows for the concurrent processing of the annexation and Zone Map amendment requests with the other related development permit applications.

The applicant, PCT NW Properties OR, LLC, dba Precision Countertops, Inc., desires to construct a 66,000-square-foot corporate headquarters and fabrication facility and associated improvements on the vacant property at 25540 SW Garden Acres Road. The applicant desires to annex 9.63 acres of property into Wilsonville and apply the City zoning designation of Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA). This zoning designation is consistent with the site’s Comprehensive Plan designation of “Industrial” and Metro’s designation of the Coffee Creek Industrial Area as a Regionally Significant Industrial Area in Title 4 of the Urban Growth Management Functional Plan.

The Development Review Board will hold a public hearing on the application since the request includes a waiver to the Form-based Code standards. The hearing is scheduled for March 27, 2023, for the proposed Stage 1 Preliminary Plan, Stage 2 Final Plan, Site Design Review, Waiver, Class 3 Sign Permit, and Type C Tree Removal Plan applications. The provisions of Section 4.022 (.03) allow for City Council call-up of any final action taken by the Development Review Board and remain in effect for projects within Coffee Creek. The annexation and Zone Map amendment ordinances will expire 120 days from Council adoption if the Stage 2 Final Plan application is not approved by the Development Review Board.

EXPECTED RESULTS:

Adoption of Ordinance Nos. 875 and 876 will bring this portion of the Coffee Creek Industrial Area into the City and zone the property for industrial development consistent with the Coffee Creek Master Plan.

TIMELINE:

The annexation and Zone Map amendment will be in effect 30 days after the ordinances are adopted, pending approval of the Stage 2 Final Plan by the Development Review Board and upon filing the annexation records with the Secretary of State as provided by ORS 222.180.

CURRENT YEAR BUDGET IMPACTS:

None.

COMMUNITY INVOLVEMENT PROCESS:

Staff sent the required public hearing notices and has made materials regarding the application readily available to the public.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Annexation and development of the subject land will provide additional industrial development consistent with the goals of the Coffee Creek Master Plan.

ALTERNATIVES:

The alternatives are to modify, approve, or deny the annexation and Zone Map amendment requests.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Ordinance No. 875
 - A. Legal Description and Sketch Depicting Land/Territory to be Annexed
 - B. Petition for Annexation
 - C. Annexation Findings
2. Ordinance No. 876
 - A. Zoning Order ZONE22-0005 Including Legal Description and Sketch Depicting Zone Map Amendment
 - B. Zone Map Amendment Findings

ORDINANCE NO. 875**AN ORDINANCE OF THE CITY OF WILSONVILLE ANNEXING APPROXIMATELY 9.63 ACRES OF PROPERTY LOCATED AT 25540 SW GARDEN ACRES ROAD FOR DEVELOPMENT OF A CORPORATE HEADQUARTERS/FABRICATION FACILITY AND ASSOCIATED SITE IMPROVEMENTS.**

WHEREAS, an application has been submitted by PCT NW Properties OR, LLC, dba Precision Countertops, Inc. – Owner/Applicant, in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code; and

WHEREAS, the subject site is located at 25540 SW Garden Acres Road, on Tax Lot 500, Section 2C, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon; and

WHEREAS, a petition (Exhibit B) submitted to the City requests annexation of certain real property legally described and depicted in Exhibit A; and

WHEREAS, Robert Hausserman, Steve Mast, and Marcus Neff representing PCT NW Properties OR, LLC, representing 100 percent of the property ownership within the annexation area signed the petition; and

WHEREAS, there are no electors located within the annexation area; and

WHEREAS, ORS 227.125 authorizes the annexation of territory based on consent of all owners of land and a majority of electors within the territory and enables the City Council to dispense with submitting the questions of the proposed annexation to the electors of the City for their approval or rejection; and

WHEREAS, the land to be annexed is within the Urban Growth Boundary and has been master planned as part of the Coffee Creek Industrial Area; and

WHEREAS, the land to be annexed is contiguous to the City and can be served by City services; and

WHEREAS, pursuant to Section 4.700 of the Development Code the City Council shall review quasi-judicial annexation requests in the Coffee Creek Industrial Design Overlay District without prior review or recommendation by the Development Review Board where concurrent with a quasi-judicial zone map amendment request as specified in Section 4.197 (.02) A; and

WHEREAS, pursuant to Section 4.700 of the Development Code this annexation ordinance expires 120 days from adoption unless a Stage 2 Final Plan for the subject area is approved by the City; and

WHEREAS, on March 20, 2023, the City Council held a public hearing as required by Metro Code 3.09.050; and

WHEREAS, reports were prepared and considered as required by law; and because the annexation is not contested by any party, the City Council chooses not to submit the matter to the voters and does hereby favor the annexation of the subject tract of land based on findings and conclusions.

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

- Section 1. Findings. The tract of land, described and depicted in Exhibit A, is declared annexed to the City of Wilsonville.
- Section 2. Determination. The findings and conclusions incorporated in Exhibit C are adopted. The City Recorder shall immediately file a certified copy of this ordinance with Metro and other agencies required by Metro Code Chapter 3.09.050(g) and ORS 222.005. The annexation shall become effective upon filing of the annexation records with the Secretary of State as provided by ORS 222.180.
- Section 3. Effective Date. This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED by the Wilsonville City Council and read for the first time at a regular meeting thereof this 20th day of March, 2023, and scheduled the second reading on the 3rd day of April, 2023, commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 3rd day of April, 2023, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 3rd day of April, 2023.

JULIE FITZGERALD MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Berry

Councilor Dunwell

Councilor Linville

EXHIBITS:

- A. Legal Description and Sketch Depicting Land/Territory to be Annexed
- B. Petition for Annexation
- C. Annexation Findings

**EXHIBIT “ “
ANNEXATION DESCRIPTION**

Commencing at the quarter corner common to Section 2 and 3, Township 3 South, Range 1 West, of the Willamette Meridian;

Thence South 1° 20' 00" West, along the West line of said Section 2, 1322.25 feet to the intersection of said West line with the westerly prolongation of the North line of Lot 11 of Garden Acres and the True Point of Beginning;

Thence, leaving said West line, along said prolongation, South 88° 55' 06", 40.50 feet to the East right-of-way line of Southwest Garden Acres Road;

Thence, along said East right-of-way line, South 1° 20' 00" West, 0.80' to the South line of that tract deeded to Pioneer Hi-Bred International, recorded March 12th, 1985, Fee No. 8500845;

Thence, along said South line, South 87° 45' 34" East, 1280.29 feet to the Southeast corner of said Pioneer tract, being on the East Line of said Lot 11;

Thence, along the East line of said Lot 11, South 00° 36' 38" West, 304.06 feet to the Southeast corner thereof;

Thence, along the south line of said Lot 11, North 88° 54' 27" West 1283.98 feet, to the East right-of-way line of SW Garden Acres Road;

Thence, leaving said East right-of-way line, along the westerly prolongation of the South line of said Lot 11, North 88° 54' 27" West, 40.50 feet to the West line of said Section 2;

Thence along said West line; North 01° 20' 00" East, 330.50 feet to the Point of Beginning.

Containing 9.63 acres, more or less.

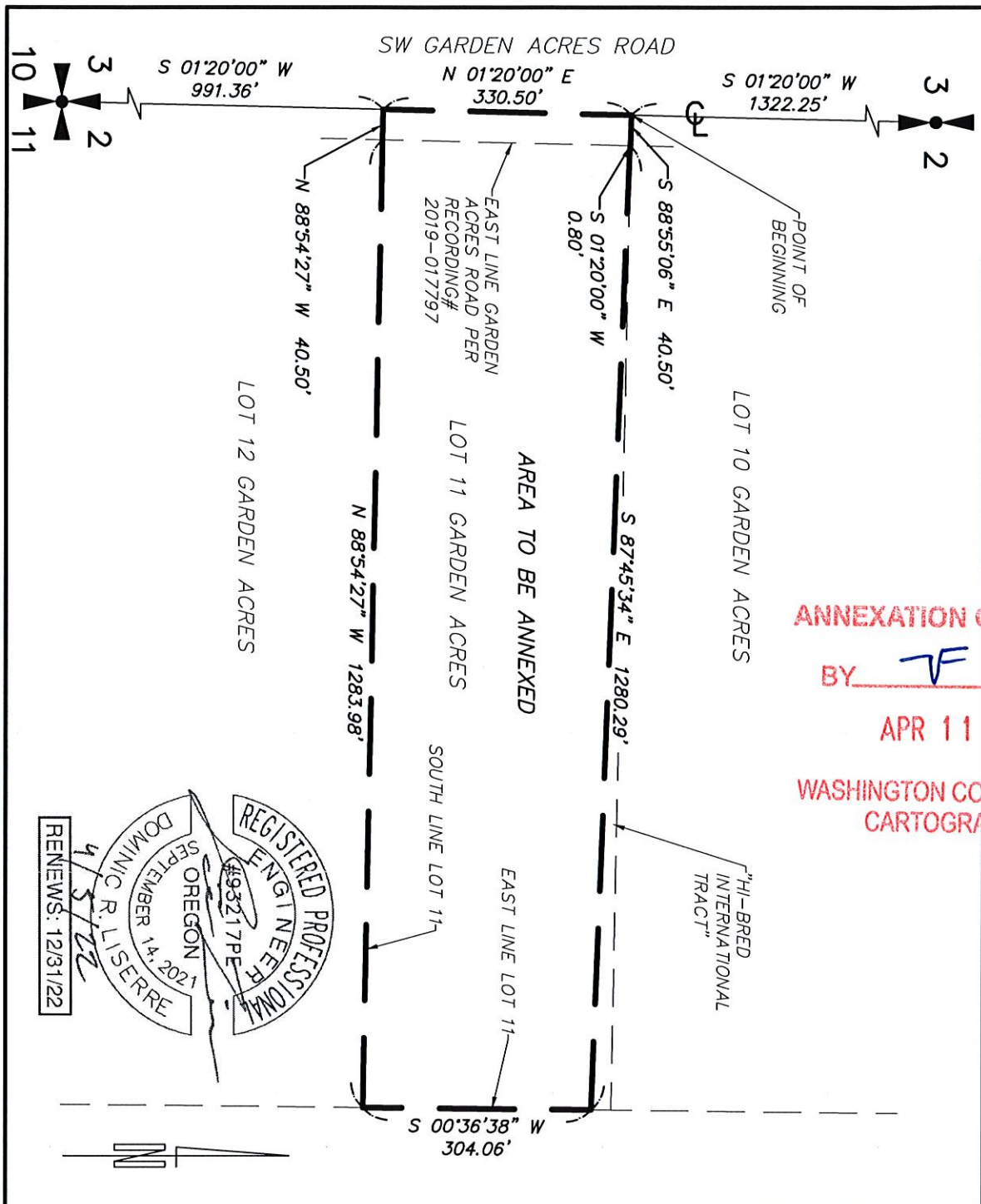


ANNEXATION CERTIFIED

BY TF

APR 11 2022

**WASHINGTON COUNTY A & T
CARTOGRAPHY**



ANNEXATION CERTIFIED

BY TF

APR 11 2022

WASHINGTON COUNTY A & T
CARTOGRAPHY

PLS ENGINEERING

Engineering - Surveying - Planning
604 W. Evergreen Blvd., Vancouver, WA 98660
PH: (360) 944-6519 Fax: (360) 944-6539

EXHIBIT ' '

FOR ANNEXATION
LOCATED IN THE W 1/2 OF THE W 1/2
OF SECTION 2 T. 3 S., R. 1 W., W.M.
WASHINGTON COUNTY, OREGON

SCALE: N.T.S.

JOB NO. 3308

DATE: 04-05-2021

DWG FILE: 3308L1

DRAWN BY: JG

ORDINANCE NO. 875 EXHIBIT B



Item 15.

PETITION SIGNERS

To: Wilsonville City Council (Wilsonville Oregon)

We, the undersigned property owners of and/or registered voters in the area described below, hereby petition for, and give our consent to, annexation of the area to the City of Wilsonville.

Signature	Printed Name	Address	I AM A: *			Property Description	
			PO	RV	OV	Tax Map & Lot Number	Parcel Size
	PCT NW Properties OR, LLC	25540 SW Garden Acres Rd, Sherwood, OR 97140				T3S R1W 2C, Tax Lot 500	9.33 Acres (406,231 SF)
<i>Robert Hausserman</i>	Robert Hausserman, Manager		X				
<i>Steven Mast</i> <small>Steven Mast (Apr 1, 2022 10:13 PDT)</small>	Steve Mast, Manager		X				
<i>Marcus Neff</i> <small>Marcus Neff (Apr 1, 2022 09:59 PDT)</small>	Marcus Neff, Manager		X				

- * PO = Property Owner
RV = Registered Voter
OV = Owner and Registered Voter









Petition Signers

Final Audit Report

2022-04-01

Created:	2022-04-01
By:	Robert Hausserman (robert.h@precisioncountertops.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAII7XmrcTkvc73aOgCAiCXTrBg3qocYoX

"Petition Signers" History

-  Document created by Robert Hausserman (robert.h@precisioncountertops.com)
2022-04-01 - 4:53:51 PM GMT- IP address: 204.195.39.92
-  Document emailed to Marcus Neff (marcus.neff@precisioncountertops.com) for signature
2022-04-01 - 4:56:10 PM GMT
-  Document emailed to Steven Mast (steve.m@precisioncountertops.com) for signature
2022-04-01 - 4:56:10 PM GMT
-  Email viewed by Marcus Neff (marcus.neff@precisioncountertops.com)
2022-04-01 - 4:57:33 PM GMT- IP address: 74.82.228.19
-  Document e-signed by Marcus Neff (marcus.neff@precisioncountertops.com)
Signature Date: 2022-04-01 - 4:59:18 PM GMT - Time Source: server- IP address: 74.82.228.19
-  Email viewed by Steven Mast (steve.m@precisioncountertops.com)
2022-04-01 - 5:13:14 PM GMT- IP address: 67.139.75.130
-  Document e-signed by Steven Mast (steve.m@precisioncountertops.com)
Signature Date: 2022-04-01 - 5:13:35 PM GMT - Time Source: server- IP address: 67.139.75.130
-  Agreement completed.
2022-04-01 - 5:13:35 PM GMT



**CERTIFICATION OF PROPERTY OWNERSHIP OF
100% OF LAND AREA**

I hereby certify that the attached petition contains the names of the Owners ¹ (as shown on the last available complete assessment roll) of 100% of the land area of the territory proposed for annexation as described in the attached petition.

Name: TED FOSTER
Title: GIS TECH
Department: CARTOGRAPHY
County of: WASHINGTON
Date: 4/11/22

ANNEXATION CERTIFIED

BY TF

APR 11 2022

**WASHINGTON COUNTY A & T
CARTOGRAPHY**

¹ Owner means the legal owner of record or, where there is a recorded land contract which is in force, the purchaser thereunder. If a parcel of land has multiple owner, each consenting owner shall be counted as a percentage of their ownership interest in the land. That same percentage shall be applied to the parcel's land mass and assessed value for purposes of the consent petition. If a corporation owns the land in the territory proposed to be annexed, the corporation shall be considered the individual owner of that land.



WASHINGTON COUNTY OREGON

CERTIFICATION OF REGISTERED VOTERS FOR ANNEXATION PURPOSES*

I hereby certify that the attached petition for the annexation of the territory listed herein to the CITY OF WILSONVILLE contains, as of the date listed, the following information:

3 Number of signatures of individuals on petition.
0 Number of active **registered voters** within the territory to be annexed.
0 Number of **VALID signatures of active registered voters** within the territory to be annexed, on the petition.

Tax lot number(s): 3S102C000500 _____

DIVISION: ELECTIONS

COUNTY: WASHINGTON

DATE: April 12, 2022

NAME: Angie Muller

TITLE: Senior Administrative Specialist

Angie Muller
 (Signature of Election Official)



*This 'Certification of Registered Voters for Annexation Purposes' DOES NOT, in any way, make the determination if this petition meets the annexation requirements of the city/district listed.

Annexation certification sht rev4-043009



Ordinance No. 875 Exhibit C
Annexation Findings

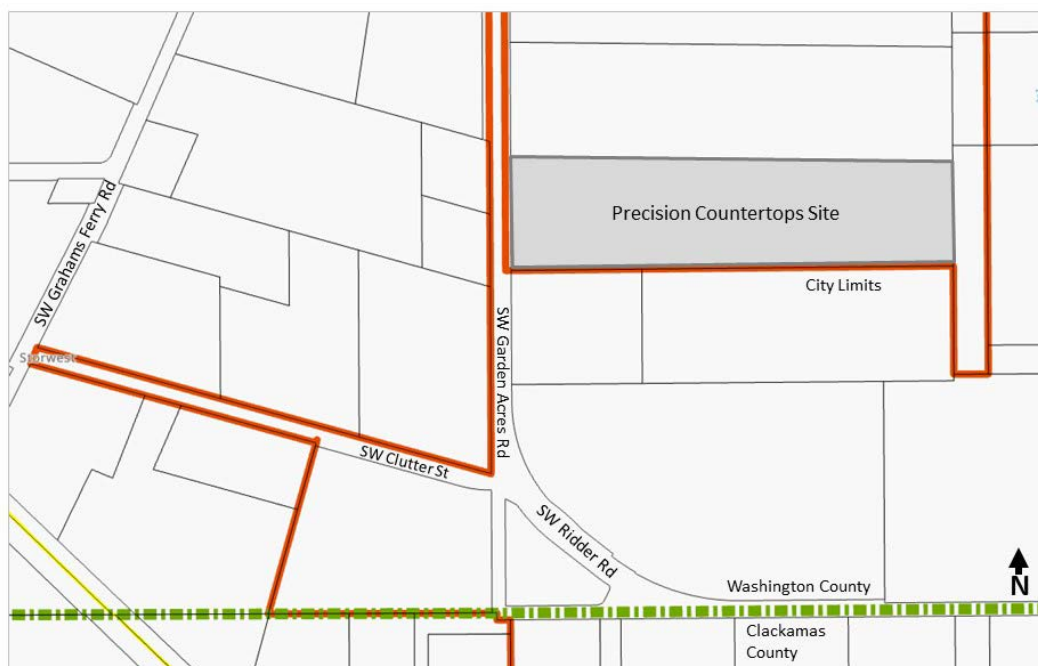
Precision Countertops

City Council
Quasi-Judicial Public Hearing

Hearing Date:	March 20, 2023
Date of Report:	March 7, 2023
Application No.:	ANNX22-0004 Annexation
Request/Summary:	City Council approval of a quasi-judicial annexation of approximately 9.63 acres for a corporate headquarters and fabrication facility and associated site improvements.
Location:	25540 SW Garden Acres Road. The property is specifically known as Tax Lot 500, Section 2C, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon
Owner/Applicant/ Petitioner:	PCT NW Properties OR, LLC, dba Precision Countertops, Inc. (Contact: Robert Hausserman)
Applicant's Representative:	MDG Architecture/Interiors (Contact: Simone O'Halleran)
Comprehensive Plan Designation:	Industrial
Zone Map Classification (Current):	FD-20 (Future Development – 20 Acre)
Zone Map Classification (Proposed):	PDI-RSIA (Planned Development Industrial – Regionally Significant Industrial Area)
Staff Reviewer:	Cindy Luxhoj AICP, Associate Planner
Staff Recommendation:	<u>Approve</u> the requested annexation.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.700	Annexation
<u>Comprehensive Plan and Sub-elements:</u>	
Citizen Involvement	
Urban Growth Management	
Public Facilities and Services	
Land Use and Development	
Plan Map	
Transportation Systems Plan	
Coffee Creek Master Plan	
<u>Regional and State Law and Planning Documents:</u>	
Metro Code Chapter 3.09	Local Government Boundary Changes
ORS 222.111	Authority and Procedures for Annexation
ORS 222.125	Annexation by Consent of All Land Owners and Majority of Electors
ORS 222.170	Annexation by Consent Before Public Hearing or Order for Election
Statewide Planning Goals	

Vicinity Map

Background / Summary:

The subject area has long been rural/semi-rural adjacent to the growing City of Wilsonville. Metro added the 216 +/- gross acre area now known as the Coffee Creek Industrial Area to the Urban Growth Boundary in 2002 to accommodate future industrial growth. To guide development of the area, the City of Wilsonville adopted the Coffee Creek Industrial Master Plan in 2007. In 2018, the City adopted the Coffee Creek Industrial Area Form-based Code and accompanying Pattern Book for future development in Coffee Creek. Annexation of the 9.63 acres of property will enable development consistent with the Coffee Creek Master Plan.

All property owners in the annexation area have consented in writing to the annexation. There are no electors residing on the subject property.

Conclusion and Conditions of Approval:

Staff recommends the City Council annex the subject property with the following condition:

Request: Annexation (ANNX22-0004)

PDA 1.	The annexation ordinance will expire in 120 days without approval of a Stage 2 Final Plan for the subject property.
---------------	---

Findings of Fact:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application Section 4.009

The owners of all property included in the application signed the application forms and initiated the application.

Request A: Annexation (ANNX22-0004)

Comprehensive Plan

Allowed Annexation Implementation Measure 2.2.1.a.

- A1.** The land proposed for annexation is located within the UGB and within the Coffee Creek Master Plan area. This area has been identified for industrial development and the applicant proposes to construct public services including roadway improvements, necessary infrastructure, and utility services to the site in accordance with City of Wilsonville standards.

Annexation Review Standards Implementation Measure 2.2.1.e.

- A2.** Metro and the City of Wilsonville have identified the Coffee Creek area for industrial and employment land uses. The City has undertaken years of planning work to adopt zoning and other regulations to guide and direct such annexation, development, and land use. The applicant responds to applicable approval standards, guidelines, and criteria to demonstrate that the proposal is consistent with all the applicable Metro and State policies, plans, and regulations. The project will be developed with public facilities and services as identified in the City's Capital Improvement Plan, and which are adequate to serve the site. The project type and use matches the goals and objectives of the City within the Coffee Creek Industrial Area.

Development Code

Authority to Review Annexation

Subsections 4.030 (.01) A, 11, 4.031 (.01) K, and 4.033 (.01) F.

- A3.** The subject annexation request has been determined to be quasi-judicial and is being reviewed by the City Council consistent with these subsections.

Annexation

Section 4.700

- A4.** The applicant has met all submittal requirements and procedures described in this Section including submission of a petition, legal descriptions describing the land to be annexed, an analysis of the relationship with the Comprehensive Plan, state statutes, Statewide Planning Goals, and Metro plans.

Annexations in the Coffee Creek Industrial Design Overlay District

Subsection 4.700 (.02) A.

- A5.** The subject property is located within the Coffee Creek Industrial Design Overlay District and the applicant requests an annexation concurrently with a quasi-judicial Zone Map amendment consistent with the requirements of Subsection 4.197 (.02) A. The annexation will be reviewed by City Council without prior review or recommendation by the Development Review Board. The ordinance adopting the annexation request states that the annexation expires 120 days after adoption unless a Stage 2 Final Plan receives final approval for the area subject to annexation. A Public Hearing is currently scheduled for March 27, 2023, for the Stage 2 Final Plan to be reviewed by the Development Review Board.

Metro Code

Local Government Boundary Changes

Chapter 3.09

- A6.** A public hearing was scheduled within 45 days of completeness. Notice has been mailed and posted on the property 20 days prior to the hearing and includes the required information. The decision will be mailed to Metro and other required parties. A petition has been submitted including property owner information, jurisdictional information, and a legal description of the property.

Oregon Revised Statutes

Authority and Procedure for Annexation ORS 222.111

- A7. The owners of the property have initiated the annexation. An election is not required pursuant to ORS 222.120.

Procedure Without Election by City Electors ORS 222.120

- A8. The City charter does not require elections for annexation, the City is following a public hearing process defined in the Development Code, and the request meets the applicable requirements in State statute including the facts that all property owners consent in writing to the annexation. There are no electors residing on the subject property. Annexation of the subject property thus does not require an election.

Annexation by Consent of All Owners of Land and Majority of Electors ORS 222.125

- A9. All property owners within the territory proposed to be annexed have provided their consent in writing; there are no electors residing on the subject property. However, a public hearing process is being followed as prescribed in the City's Development Code concurrent with a Zone Map amendment request and other quasi-judicial land use applications.

Oregon Statewide Planning Goals

Goals 1, 2, 5, 6, 8, 9, 11, 12, 13

- A10. The area requested to be annexed will be developed consistent with the City's Comprehensive Plan and the Coffee Creek Master Plan, both of which have been found to meet the Statewide Planning Goals.

ORDINANCE NO. 876

AN ORDINANCE OF THE CITY OF WILSONVILLE APPROVING A ZONE MAP AMENDMENT FROM THE WASHINGTON COUNTY FUTURE DEVELOPMENT – 20 ACRE (FD-20) ZONE TO THE PLANNED DEVELOPMENT INDUSTRIAL – REGIONALLY SIGNIFICANT INDUSTRIAL AREA (PDI-RSIA) ZONE ON APPROXIMATELY 9.63 ACRES LOCATED AT 25540 SW GARDEN ACRES ROAD FOR DEVELOPMENT OF A CORPORATE HEADQUARTERS/FABRICATION FACILITY AND ASSOCIATED SITE IMPROVEMENTS.

WHEREAS, an application has been submitted by PCT NW Properties OR, LLC, dba Precision Countertops, Inc. – Owner/Applicant, in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code; and

WHEREAS, the subject site is located at 25540 SW Garden Acres Road, on Tax Lot 500, Section 2C, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon; and

WHEREAS, certain real property within the Coffee Creek Industrial Area is being annexed into the City; and

WHEREAS, the City of Wilsonville desires to have the properties zoned consistent with their Wilsonville Comprehensive Plan Map designation of “Industrial” and the Metro Title 4 Map Designation of Regionally Significant Industrial Area rather than maintain the current Washington County zoning designation; and

WHEREAS, the Zone Map Amendment is contingent on annexation of the property to the City of Wilsonville, which annexation has been petitioned for concurrently with the Zone Map Amendment request; and

WHEREAS, the property is located within the Coffee Creek Industrial Area for which the City adopted the Coffee Creek Master Plan on October 15, 2007, and the Coffee Creek Industrial Design Overlay District on February 22, 2018, intended for application to the Master Plan area; and

WHEREAS, pursuant to Section 4.197 of the Development Code this Zone Map Amendment ordinance expires 120 days from adoption unless a Stage 2 Final Plan for the subject area is approved by the City; and

WHEREAS, the City of Wilsonville Planning Staff analyzed the Zone Map Amendment request and prepared a staff report for City Council, finding that the application met the requirements for a Zone Map Amendment and recommending approval of the Zone Map Amendment, included as Exhibit B; and

WHEREAS, on March 20, 2023, the Wilsonville City Council held a public hearing regarding the above described matter, wherein the City Council considered the full public record, including the City Council staff report; took public testimony; and, upon deliberation, concluded that the proposed Zone Map Amendment meets the applicable approval criteria under the City of Wilsonville Development Code.

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

- Section 1. Findings. The City Council adopts, as findings and conclusions, the forgoing Recitals and the Zone Map Amendment Findings in Exhibit B, as if fully set forth herein.
- Section 2. Determination. The official City of Wilsonville Zone Map is hereby amended, upon finalization of the annexation of the property to the City, by Zoning Order ZONE22-0005, attached hereto as Exhibit A, from the Washington County Future Development – 20 Acre (FD-20) Zone to the Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA) Zone.
- Section 3. Effective Date. This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED by the Wilsonville City Council and read for the first time at a regular meeting thereof this 20th day of March, 2023, and scheduled the second reading on the 3rd day of April, 2023, commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 3rd day of April, 2023, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 3rd day of April, 2023.

JULIE FITZGERALD MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Berry

Councilor Dunwell

Councilor Linville

EXHIBITS:

- A. Zoning Order ZONE22-0005 Including Legal Description and Sketch Depicting Zone Map Amendment
- B. Zone Map Amendment Findings

ORDINANCE NO. 876 EXHIBIT A

Item 16.

BEFORE THE CITY COUNCIL OF THE CITY OF WILSONVILLE, OREGON

In the Matter of the Application of)
PCT NW Properties OR, LLC, dba)
Precision Countertops, Inc., for a)
Rezoning of Land and Amendment) **ZONING ORDER ZONE22-0005**
of the City of Wilsonville Zoning Map)
Incorporated in Section 4.102 of the)
Wilsonville Code.)

The above-entitled matter is before the Council to consider the application of ZONE22-0005, for a Zone Map Amendment and an Order, amending the official Zoning Map as incorporated in Section 4.102 of the Wilsonville Code.

The Council finds that the subject property ("Property"), legally described and shown on the attached legal description and sketch, has heretofore appeared on the Washington County zoning map Future Development – 20 Acre (FD-20).

The Council having heard and considered all matters relevant to the application for a Zone Map Amendment, finds that the application should be approved.

THEREFORE IT IS HEREBY ORDERED that the Property, consisting of approximately 9.63 acres located at 25540 SW Garden Acres Road on Tax Lot 500, Section 2C, as more particularly shown and described in the attached legal description and sketch, is hereby rezoned to Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA), subject to conditions detailed in this Order's adopting Ordinance. The foregoing rezoning is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.102 WC) and shall appear as such from and after entry of this Order. This Zone Map Amendment expires 120 days from adoption unless a Stage 2 Final Plan for the subject area is approved by the City.

Dated: This 3rd day of April, 2023.

JULIE FITZGERALD, MAYOR

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney

ORDINANCE NO. 876 EXHIBIT A

Item 16.

ATTEST:

Kimberly Veliz, City Recorder

Attachment: Legal Description and Sketch Depicting Land/Territory to be Rezoned

**EXHIBIT “ “
ANNEXATION DESCRIPTION**

Commencing at the quarter corner common to Section 2 and 3, Township 3 South, Range 1 West, of the Willamette Meridian;

Thence South 1° 20' 00" West, along the West line of said Section 2, 1322.25 feet to the intersection of said West line with the westerly prolongation of the North line of Lot 11 of Garden Acres and the True Point of Beginning;

Thence, leaving said West line, along said prolongation, South 88° 55' 06", 40.50 feet to the East right-of-way line of Southwest Garden Acres Road;

Thence, along said East right-of-way line, South 1° 20' 00" West, 0.80' to the South line of that tract deeded to Pioneer Hi-Bred International, recorded March 12th, 1985, Fee No. 8500845;

Thence, along said South line, South 87° 45' 34" East, 1280.29 feet to the Southeast corner of said Pioneer tract, being on the East Line of said Lot 11;

Thence, along the East line of said Lot 11, South 00° 36' 38" West, 304.06 feet to the Southeast corner thereof;

Thence, along the south line of said Lot 11, North 88° 54' 27" West 1283.98 feet, to the East right-of-way line of SW Garden Acres Road;

Thence, leaving said East right-of-way line, along the westerly prolongation of the South line of said Lot 11, North 88° 54' 27" West, 40.50 feet to the West line of said Section 2;

Thence along said West line; North 01° 20' 00" East, 330.50 feet to the Point of Beginning.

Containing 9.63 acres, more or less.



ANNEXATION CERTIFIED

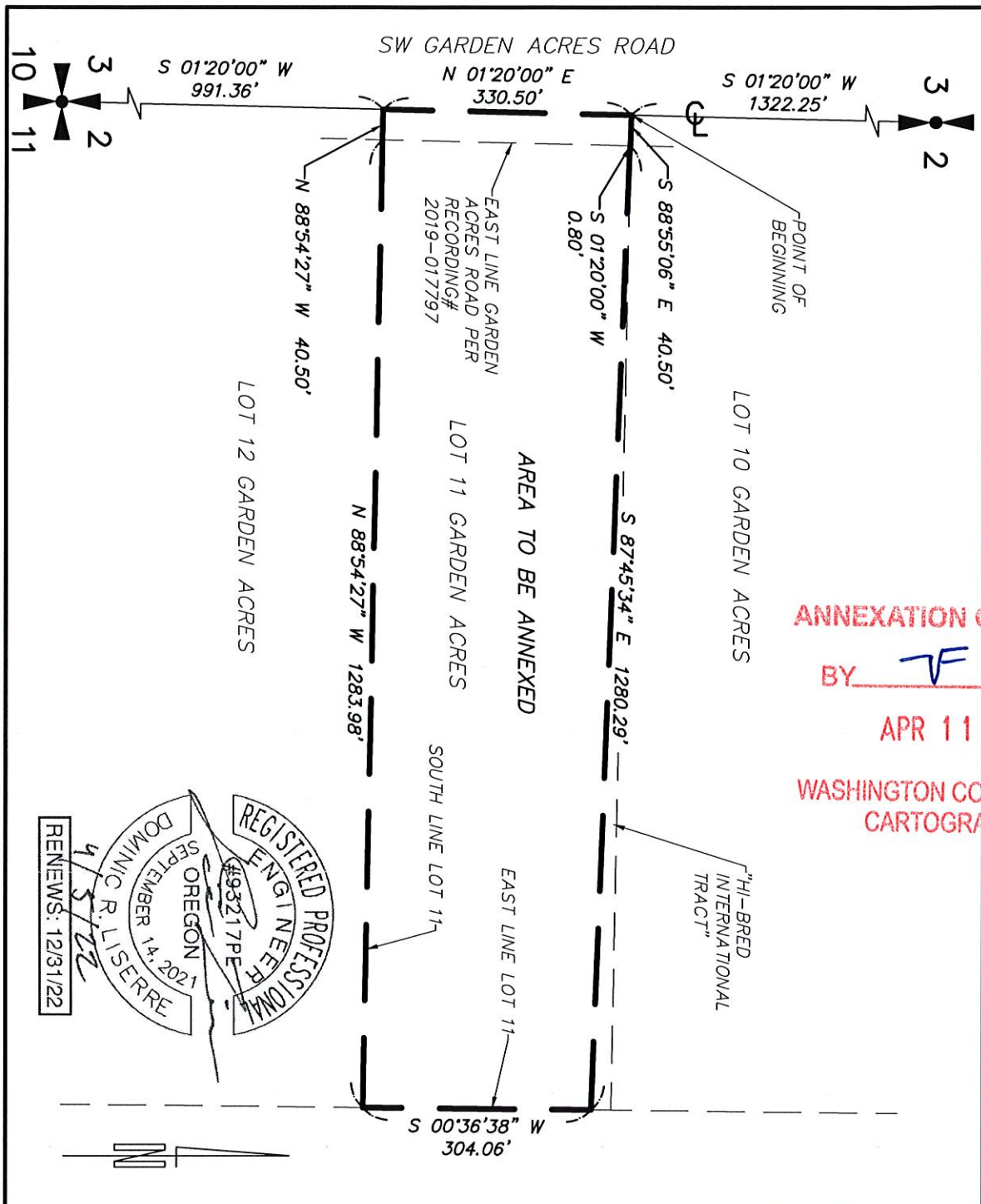
BY TF

APR 11 2022

**WASHINGTON COUNTY A & T
CARTOGRAPHY**

ORDINANCE NO. 876 EXHIBIT A

Item 16.



ANNEXATION CERTIFIED

BY

APR 11 2022

WASHINGTON COUNTY A & T
CARTOGRAPHY

PLS ENGINEERING

Engineering - Surveying - Planning
604 W. Evergreen Blvd., Vancouver, WA 98660
PH: (360) 944-6519 Fax: (360) 944-6539

EXHIBIT

FOR ANNEXATION
LOCATED IN THE W 1/2 OF THE W 1/2
OF SECTION 2 T. 3 S., R. 1 W., W.M.
WASHINGTON COUNTY, OREGON

SCALE: N.T.S.

JOB NO. 3308

DATE: 04-05-2021

DWG FILE: 3308L1

DRAWN BY: JG



Ordinance No. 876 Exhibit B
Zone Map Amendment Findings

Precision Countertops

City Council
Quasi-Judicial Public Hearing

Hearing Date:	March 20, 2023
Date of Report:	March 7, 2022
Application Nos.:	ZONE22-0005 Zone Map Amendment
Request/Summary:	City Council approval of a quasi-judicial Zone Map amendment of approximately 9.63 acres.
Location:	25540 SW Garden Acres Road. The property is specifically known as Tax Lot 500, Section 2C, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon
Owner/Applicant:	PCT NW Properties OR, LLC, dba Precision Countertops, Inc. (Contact: Robert Hausserman)
Applicant's Representative:	MDG Architecture/Interiors (Contact: Simone O'Halleran)
Comprehensive Plan Designation:	Industrial
Zone Map Classification (Current):	FD-20 (Future Development – 20 Acre)
Zone Map Classification (Proposed):	PDI-RSIA (Planned Development Industrial – Regionally Significant Industrial Area)
Staff Reviewer:	Cindy Luxhoj AICP, Associate Planner
Staff Recommendation:	<u>Adopt</u> the requested Zone Map amendment.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.110	Zones
Section 4.134	Coffee Creek Industrial Design Overlay District
Section 4.135.5	Planned Development Industrial – Regionally Significant Industrial Area Zone
Section 4.197	Zone Changes
<u>Comprehensive Plan and Sub-elements:</u>	
Citizen Involvement	
Urban Growth Management	
Public Facilities and Services	
Land Use and Development	
Plan Map	
Transportation Systems Plan	
Coffee Creek Master Plan	
<u>Regional and State Law and Planning Documents</u>	
Statewide Planning Goals	

Vicinity Map

Summary:

The applicant, Precision Countertops, Inc., requests a zoning designation consistent with the proposed Comprehensive Plan Map designation of "Industrial". In addition to the Comprehensive Plan Map designation of "Industrial", Metro's Title 4, Industrial and Other Employment Areas Map shows the subject property as a "Regionally Significant Industrial Area." Consistent with this designation the applicant proposes the property be zoned as Planned Development Industrial - Regionally Significant Industrial Area (PDI-RSIA).

Conclusion and Conditions of Approval:

Staff recommends approval with the following conditions:

Request: Zone Map Amendment (ZONE22-0005)

PDB 1.	This action is contingent upon annexation of the subject property to the City of Wilsonville (ANNX22-0004).
PDB 2.	The Zoning Order adopting this zone map amendment will expire in 120 days without approval of a Stage 2 Final Plan for the subject property.

Findings of Fact:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information**Application Procedures-In General**
Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application
Section 4.009

The owners of all property included in the application signed the application forms and initiated the application.

Request B: Zone Map Amendment (ZONE22-0004)**Development Code****Zoning Consistent with Comprehensive Plan**
Section 4.029

- B1.** The property is designated "Industrial" by the Comprehensive Plan. The applicant requests a zone change concurrently with a Stage 1 Master Plan, Stage 2 Final Plan, and other related development approvals. The proposed zoning designation of Planned Development Industrial - Regionally Significant Industrial Area (PDI-RSIA) is consistent with the Comprehensive Plan "Industrial" designation, and Metro's Title 4, Industrial and Other Employment Areas Map, which shows the property as a "Regionally Significant Industrial Area".

Base Zones
Subsection 4.110 (.01)

- B2.** The requested zoning designation of Planned Development Industrial - Regionally Significant Industrial Area (PDI-RSIA) is among the base zones identified in this subsection.

Overlay Zones
Subsection 4.110 (.02)

- B3.** The Coffee Creek Industrial Design Overlay District applies to properties zoned PDI-RSIA in the Coffee Creek Industrial Area and will apply to the subject property upon rezoning.

Standards for Planned Development Industrial-Regionally Significant Industrial Area Zone

Purpose of PDI-RSIA

Subsection 4.135.5 (.01)

- B4.** The zoning will allow only industrial uses consistent with the purpose stated in this subsection.

Uses Typically Permitted

Subsection 4.135.5 (.03)

- B5.** The proposed zoning will allow only uses consistent with the list established in this subsection.

Zone Map Amendment Criteria

Zone Change Procedures

Subsection 4.197 (.02) A. 1.-3.

- B6.** The request for a zone map amendment has been submitted as set forth in the applicable Code sections. The property is located within the Coffee Creek Industrial Design Overlay District and will be reviewed by City Council without prior review or recommendation by the Development Review Board. The Zoning Order adopting this Zone Map amendment will expire in 120 days without approval of the Stage 2 Final Plan. Expiration is not anticipated as a public hearing is scheduled for March 27, 2023, before the Development Review Board to approve the Stage 2 Final Plan and other development related approvals.

Conformance with Comprehensive Plan Map, etc.

Subsection 4.197 (.02) B.

- B7.** The proposed Zone Map amendment is consistent with the Comprehensive Map designation of "Industrial".

Public Facility Concurrency

Subsection 4.197 (.02) C. 4. and 8.

- B8.** As part of Stage 2 Final Plan reviews, concurrency standards are or will be applied to projects in the area being rezoned. Based on existing nearby utilities and utility master plans, the Transportation System Plan, and the Coffee Creek Master Plan, necessary facilities are or can be made available for development of the subject property consistent with the proposed zoning.

Impact on SROZ Areas

Subsection 4.197 (.02) C. 5.

- B9.** There is no Significant Resource Overlay Zone (SROZ) located within the area to be rezoned.

Development within 2 Years

Subsection 4.197 (.02) C. 6.

- B10.** Concurrently submitted land use approvals for the Precision Countertops project expire after two (2) years, so requesting the land use approvals assumes development would commence within two (2) years. However, in the scenario where the applicant or their successors do not commence development within two (2) years, allowing related land use approvals to expire, the zone change shall remain in effect. The applicant indicates they will begin development within two (2) years.

Development Standards and Conditions of Approval

Subsection 4.197 (.02) C. 7.

- B11.** As can be found in the findings for the accompanying requests, the applicable development standards will be met either as proposed or as a condition of approval.

From The Director's Office

Greetings!

February 15-17, Greater Portland Inc. (GPI) held their annual "Best Practices" tour in the Portland Metropolitan area. This group typically tours cities outside of Oregon from which they can learn, but this year it was decided to reflect on successes and challenges, right here in greater Portland. GPI is a regional public-private partnership dedicated to creating and expanding jobs and driving tangible regional prosperity. Attending the event were 90-plus leaders from private, public, and nonprofit sectors from across the greater metro region, all with an interest in urban development best practices. The three-day tour stopped in Hillsboro, Gresham, Vancouver (WA), and Portland in addition to Wilsonville. It was an honor to be invited to participate among such a short list of host cities.



Before arriving in Wilsonville the group learned about impressive industrial growth in the Hillsboro area, with afternoon sessions highlighting the rapid growth of the southwest metropolitan area communities of Wilsonville, Tualatin, and Sherwood. Economic Development Manager Matt Lorenzen played a significant role in organizing the event with long-standing GPI Board Member Randy Miller.

Mayor Fitzgerald provided the welcoming remarks and participated on a panel with Mayor Bubenik of Tualatin, and Council President Mays of Sherwood. The panel also included industry representatives from Twist Bioscience and DW Fritz Automation. Panel discussion topics included legislative initiatives, housing, traffic, and tolling. I was invited to present "the Wilsonville Story" on industrial lands. This presentation explores the evolution of the City of Wilsonville from before incorporation in 1968 to current date, with special attention to the conception and growth of the city's industrial base which is a product of visionary planning and strategic public infrastructure investment. In the other conference session, the three cities' Economic Development Managers highlighted their current and forthcoming industrial and employment land development areas, noting opportunities, challenges, and timelines.

Mayor Fitzgerald provided the welcoming remarks and participated on a panel with Mayor Bubenik of Tualatin, and Council President Mays of Sherwood. The panel also included industry representatives from Twist Bioscience and DW Fritz Automation. Panel discussion topics included legislative initiatives, housing, traffic, and tolling. I was invited to present "the Wilsonville Story" on industrial lands. This presentation explores the evolution of the City of Wilsonville from before incorporation in 1968 to current date, with special attention to the conception and growth of the city's industrial base which is a product of visionary planning and strategic public infrastructure investment. In the other conference session, the three cities' Economic Development Managers highlighted their current and forthcoming industrial and employment land development areas, noting opportunities, challenges, and timelines.

Matt and I were very pleased to be able to share our local story on industrial lands, economic development and job creation. With our nearly 1,200 businesses that provide 20,800 full-time jobs that generate an annual payroll of over 1.5 billion dollars (an 85% increase since 2000), Wilsonville is a major player in the industrial lands and employment marketplace. Yet another major contributor to our high quality of life!

Chris Neamtzu, AICP

Community Development Director

Building Division

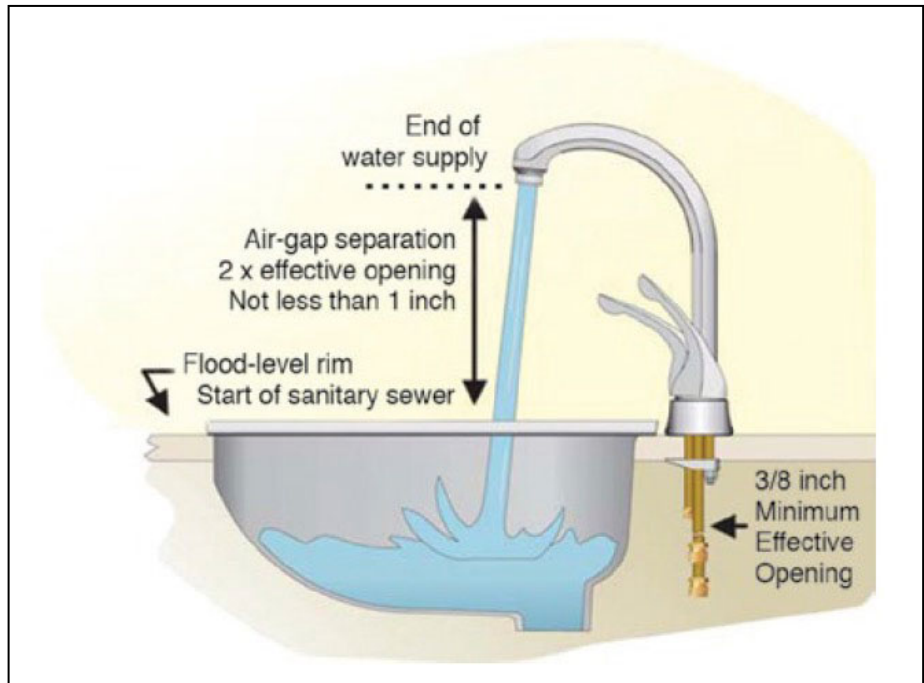
Whatcha Lookin At - Air Gaps

This is an air gap, and yes, it is a plumbing code requirement to have an air gap on plumbing fixtures. What is it and why is it important?

An air gap provides a physical air separation between a drainage basin such as a bathtub or sink, and the water supply piping. This required "gap" between a drainage basin and the water supply prevents back-siphoning of potentially contaminated water into our drinking water.

If this gap is eliminated and the water supply is below the flood level rim of the fixture, back-siphoning can occur under the right conditions whenever there is a lower pressure in the water supply system. This would siphon or suck the dirty water into the clean water and disperse throughout the plumbing system. Since we like our clean water to stay clean, there is a code required gap to maintain separation.

To the right is a photo of building inspector Mike Ditty confirming the 1-inch code required air gap on a bathtub spout during the final plumbing inspection for a new home. While not nearly as obvious to spot, air gaps are also commonly present on toilets, dishwashers, water heaters and other fixtures. For questions about plumbing safety, plumbing codes, and other construction topics, Building staff are a resource and are happy to answer questions.



Economic Development Division

Business Retention & Expansion

BR&E is shorthand in the Economic Development world for Business Retention & Expansion. The term refers to systematic regular “check-ins” with major employers in the local economy, to facilitate partnerships, troubleshoot issues, and most importantly maintain a relationship so that if or when the company has ambitions to grow (or in some cases, downsize) we are positioned to assist and add value.

To this end, staff completed three BR&E visits in February, with Siemens (formerly Mentor Graphics), DW Fritz, and Sysco Foods. Mayor Fitzgerald and Council President Akervall

accompanied staff to meet with Sysco, and the DW Fritz visit was a part of a larger tour of Wilsonville with Congresswoman Salinas, State Senator Aaron Woods, County Commissioner Martha Schrader, in addition to Mayor Julie Fitzgerald, Council President Kristin Akervall, and Councilor Caroline Barry. The visits were productive and these key Wilsonville employers expressed gratitude and optimism about future partnership with the City.



Childcare, a workforce issue

Councilor Akervall met with staff to discuss what the City may be able to do to improve the climate for childcare businesses in the city, in order to either add slots to existing providers, or facilitate the addition of new providers to the city’s existing inventory. The ideas from this meeting informed a council goal for the next biennium—to convene a consortium of Wilsonville childcare providers, in order to understand challenges and opportunities, and to design programming to address both.



Economic Development 101

In February, staff had the opportunity to brief Council (Feb. 6) as well as the Civics Academy (Feb. 16) on the topic of Economic Development generally, and the programs and opportunities before us here in Wilsonville specifically. Both groups were highly engaged and receptive of the messages shared.

Economic Development Division

GPI Best Practices comes to Wilsonville

As Community Development Director, Chris Neamtzu noted in his cover memo, Wilsonville hosted 90+ attendees of the annual GPI Best Practices tour. While the half-day event in Wilsonville featured the three cities of Sherwood, Tualatin, and Wilsonville, the spotlight was on Wilsonville as the host city. Hours of planning and coordination went into the execution of the event, led by economic development staff. The event was well-received and the long-time orchestrator of the Best Practices tradition said, “I cannot overstate how appreciative I am of your help and success in assembling an awesome program!! All of it was exactly what we were looking for.”



Policy Advocacy

On February 28, staff testified before the House Committee on Economic Development and Small Business. The topic: the Business Oregon Regionally Significant Industrial Sites (RSIS) program, which is set to sunset in 2023 if no action is taken. The city government affairs team created a legislative concept, which became a bill—HB 2663—under the leadership of Rep. Courtney Neron. The bill, if passed, extends the sunset and appropriates up-front funds for the RSIS Program. Wilsonville is particularly interested in the extension and funding of this program, because up-front funds for the construction of supporting infrastructure could unlock hundreds of acres of industrial land in Coffee Creek and Basalt Creek area, spurring development and job creation in these areas. At this point, it is expected that HB 2663 will be incorporated into the larger, so-called “semiconductor package,” which is expected to pass with broad support.

Small Business Webinars - 2023

As noted in previous monthly updates, we continue to collaborate with other metro small cities to bring regular small business webinars to our business communities. Together, we have set the schedule and topics for the 2023 calendar year, as follows:

Going Global?

Trade Resources for Businesses Thinking about Going Global

Date/Time: April 18, 2023 11:00 am to 12:00pm

Understanding Commercial Loans

Date/Time: May 11, 2023 11:30am to 12:30pm

Building Social Media following with SEO and Content Development

Date/Time: July 20, 2023 at 11:00am to 1:00pm (2 hour session)

Access to Capital with Support from SBDC

Date/Time: September 8, 2023 10:30am

Engineering Division, Capital Projects

2022 Street Maintenance

This project includes Curb Ramp Replacement (4014/4118) and Annual Pedestrian Improvements (4717). All three project designs are complete. The construction contract was awarded to Emery & Sons on January 6, 2023 and construction is now underway. Work is expected to be completed by June 2023.

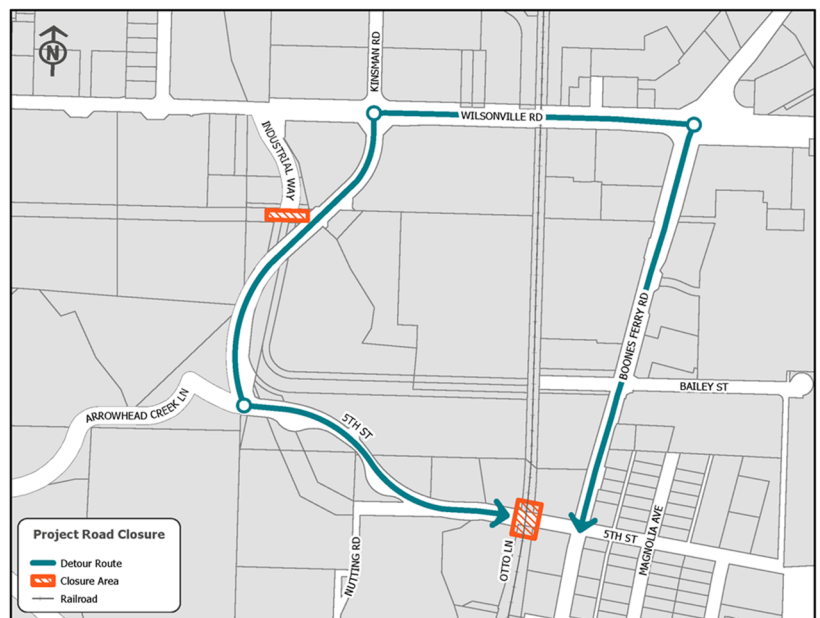
- Curb ramps and signal improvements will be constructed at the intersection of Wilsonville Road at Boones Ferry Road. Curb ramps will be constructed at Wilsonville Road at Rose Lane. These improvements will be made ahead of the 2023 Street Maintenance projects at the same location to comply with ADA requirements.
- The pedestrian improvements include seven street crossings on French Prairie Road in Charbonneau. These improvements will include new or updated signing and striping to enhance the safety and visibility of pedestrians.

2023 Street Maintenance (4014)

This project involves the design and construction of the pavement rehabilitation on Wilsonville Road, Boeckman Road, and Parkway Avenue. The consultant contract with Century West Engineering was awarded February 6, 2023 and design is underway. The Engineering Division expects 100% plans, specifications, and estimates by March 31, 2023. Construction is anticipated to begin the last week of June 2023, with final completion expected no later the end of September 2023. Note that work at and near Wilsonville Road at Boones Ferry Road is expected to occur at night.

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. Roadway construction of the Kinsman Road extension to Wilsonville Road is nearly complete. Beginning March 6, Industrial Way will close and traffic will begin using the new section of Kinsman Road (pictured). Work on the 5th Street railroad crossing continues with track and utility work completed. Railroad signal equipment is being manufactured and is scheduled for installation in May 2023. 5th Street continues to be closed to traffic until the railroad work is completed. Overhead utility undergrounding work on Boones Ferry Road is underway. Construction work will continue through May 2023.



Boberg Diversion Structure Replacement (2100)

This project replaces the outdated Boberg Road wastewater diversion structure to improve wastewater collection system functionality and ensures available capacity for upstream development in the Coffee Creek and Basalt Creek areas into the future. Contractor bonding and legal problems resulted in contract termination. This project will be rebid soon.

Engineering Division, Capital Projects

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 February 2023. These investigations will guide the design team in alternatives analysis and decision making for the trail and sewer alignments. Right of Entry permits are currently being collected. Public outreach efforts have begun, and an article was included in the December 2022 Boones Ferry Messenger

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 nearly complete, and survey and other field work is nearly complete. Road cross-sections have been established and design is underway. A three-span bridge has been selected for this project. 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 90% designed and components will be selected in the coming month. Other long lead items and contractor are being worked through to avoid impacts to the schedule. The first GMP occurred in early February along with the first property acquisition request.

Charbonneau Consolidated Plan (1500/2500/4500/7500)

Design for utility (water, wastewater, stormwater) and street improvements on Edgewater Lane and Village Greens Circle is underway. Smoke testing to help determine and remove cross connections has been completed. Alternatives analysis is complete. The consultant is on track to provide the 60% plans and specifications by mid-March 2023. A public open house will occur in April 2023 to discuss the project and any potential impacts with the neighborhood. To promote efficiencies in the design and construction, the consultant and City project manager are creating one design package for construction in 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 July 2023, with construction anticipated for completion in September 2024.

Coffee Creek Interceptor Phase II (2108)

This project involves the system capacity analysis of the existing Coffee Creek Interceptor to determine how much development can occur in Coffee Creek prior to upsizing the sanitary sewer main. The analysis will be delivered utilizing the City's on-call roster of consultants.

Priority 1B Water Distribution Improvements (1148)

This project involves the design and construction of water main replacements in three areas: Jackson Way, Evergreen Court, and Barber Street. These improvements will improve system capacity and eliminate fire flow restrictions. Design work is underway with plans nearing completion.

Engineering Division, Capital Projects

Priority 1B Water Projects—2023 (1148)

This project involves the design and construction of water mains in two areas: Wilsonville Summit/Canyon Creek Apartments and the Sundial Apartments. These improvements will improve system capacity and eliminate fire flow restrictions. Preliminary design is underway. The design for this project will be delivered utilizing the City's on-call roster of consultants.

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 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 2023, followed by construction in 2024-2025.

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 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 is expected to start in March.



WWTP Master Plan (2104)

This project will evaluate capacity of 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 April 2023. The Master Plan findings are scheduled to be presented to the Planning Commission and City Council in spring and summer of 2023.

Engineering Division, Private Development

Residential Construction Activities

Canyon Creek South Phase 3

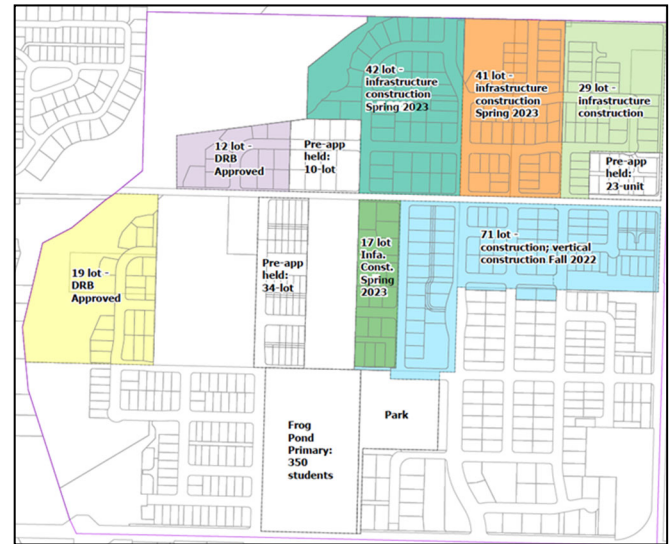
Construction of this 5-lot subdivision continues to be on hold until revised plans have been approved by the City to accommodate middle-housing. Erosion control measures have been installed to protect the site from erosion until construction activities commence.

Frog Pond West

The Frog Pond West Master Planned area continues to see active construction. Infrastructure in Frog Pond Ridge has been accepted by the City and home construction continues. Staff is working with the developers of the Frog Pond Estates, Frog Pond Vista and Frog Pond Oaks subdivisions in anticipation of breaking ground on the infrastructure construction this spring. Frog Pond Crossing subdivision, located north of Frog Pond Lane and west of Stafford Road, continues to install utilities.

Villebois Clermont

The subdivision plat for Villebois Clermont has been recorded and home construction has commenced. Construction on Regional Parks 5 and 6 is continuing. Improvements at both parks are anticipated to be complete by the end of February, except the cork surfacing in the children's play area and the protective coating on the tennis courts (pictured—right). The contractor continues to work on final infrastructure punch list items for the subdivision.



Frog Pond West



New tennis courts at Regional Parks 5 & 6

Commercial/Industrial Construction Activities

Black Creek Industrial

Nestled between Garden Acres and Grahams Ferry Roads, this project will include frontage improvements along Garden Acres and Grahams Ferry Roads and construction of a new supporting street. Onsite work and vertical construction continue. Installation of street improvements along Grahams Ferry Road is underway. Construction is anticipated to be complete late this spring.



Black Creek Industrial

Natural Resources Division

Stormwater Master Plan Update

Since February 2021, City staff have been developing an update to the Stormwater Master Plan (SMP), which will improve understanding of stormwater system characteristics and infrastructure in the city. The SMP will include a Capital Improvement Program (CIP) reflecting the prioritization of capital projects and programmatic activities to address conveyance, capacity, water quality, and natural resource enhancement for both existing and future development.

Over the last year, the project team has focused on model development, assessing problem areas, and developing the capital Improvement program. Future steps include public engagement, regulatory review, finalizing the CIP, and draft and final versions of the SMP.

For more information about the project, check out Let's Talk, Wilsonville!

<https://www.letstalkwilsonville.com/stormwater>



Planning Division, Current

Administrative Land Use Decisions Issued

- 5 Type A Tree Permits
- 6 Type B Tree Permits
- 1 Type C Tree Permit
- 5 Class 1 Administrative Reviews

Construction Permit Review, Development Inspections, and Project Management

In February, 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
- North Valley Complex remodel for State Department of Administrative Services on 95th Avenue
- Parkway Woods industrial campus
- Residential subdivisions in Frog Pond West
- Wilsonville High School expansion/performing arts center

Planning Division, Current

Construction Permit Review, Development Inspections, and Project Management

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Development Review Board (DRB)

DRB Panel A met on February 13 for a training session. Prior to the training session the Board elected Jean Svadlenka as Chair for 2023 and Clark Hildum as Vice-Chair.

DRB Panel B met on February 27. The board held a public hearing for and unanimously approved a 5-year temporary use permit for Pulte Homes for a model home complex in the Frog Pond Crossing subdivision in Frog Pond West. This will be Pulte's first subdivision developed in Wilsonville. Following the public hearing, staff provided additional training to the DRB members.

DRB Projects Under Review

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

- Industrial development on Day Road
- Park modifications at Edith Green Park in Charbonneau
- New industrial building on Garden Acres Road
- New industrial building at ParkWorks off Parkway Avenue
- New primary school in Frog Pond West
- Temporary Use Permit for model homes/sales office in Frog Pond West



Rendering of Proposed Primary School in Frog Pond West

Planning Division, Long Range

CFEC (Climate Friendly and Equitable Communities) State Rulemaking Compliance

Following former Governor Kate Brown's Executive Order 20-04 directing State agencies to address climate change within their authority the Department of Land Conservation and Development (DLCD) worked with the Land Conservation and Development Commission (LCDC) on a rulemaking initiative called Climate Friendly and Equitable Communities. The adopted rules direct a number of actions by local governments including reforming parking mandates, getting ready for electric vehicles, and changes to transportation modeling and performance measures.

The first of these rules regarding parking took effect January 1 overriding any vehicle parking minimums for development near the City's most frequent bus lines and the Trimet WES rail station. The proximity to SMART's Routes 4 and 2X and WES station removes parking minimums for much of the City.

In February, Planning Staff continued to plan for the City's compliance, including working with traffic engineers, Metro, and the State to better understand the scope of the transportation analysis updates needed and incorporating that scope into the Community Development Department's work program and requested budget.

A summary of the State rulemaking can be found at: <https://www.oregon.gov/lcd/CL/Documents/SixPageOverview.pdf>

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. There are now four industrial projects in Coffee Creek and five years have elapsed since adoption of the form-based code. Since both milestones have been met, it is time to evaluate. Planning staff has embarked on an assessment of the standards and implementation process. The purpose is to determine whether the overall objectives of providing a clear development review process that fosters the creation of a connected, high-quality employment center in Coffee Creek is being realized. Planning staff will build on the form-based code assessment as we launch into planning for Basalt Creek Development Code implementation. This project is to develop regulations that enable future development of the Basalt Creek Planning Area consistent with the land use recommendations in the Basalt Creek Concept Plan. As these parallel processes move forward in coming months, Planning staff will keep City Council apprised with periodic updates.

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. Three implementation steps are in process: (1) related Development Code amendments, (2) an infrastructure financing plan, and (3) integrating transportation projects from the Master Plan into the citywide Transportation System Plan (TSP). The second in a series of work sessions on the Development Code was presented to the Planning Commission on February 8. Work on the infrastructure plan by consultants and City staff is ongoing and will be brought to Council in the coming months. The TSP was also discussed by the Planning Commission in a February work session in anticipation of a public hearing in March.



**FROG POND
EAST & SOUTH
MASTER PLAN**

Planning Division, Long Range

Legislative Report

It has already been a busy legislative session as a number of potential bills in 2023 Oregon Legislature session are related to the work the division does, especially related to housing. In February, the Planning team reviewed the following legislation and coordinated responses with Public Affairs, the City's lobbyist Greg Leo, and the League of Oregon City, among others.

- House Bill 2815 Analysis of residential permitting process
- Senate Bill 847 Miscellaneous new housing-related standards
- House Bill 2889 Oregon Housing Needs Analysis (OHNA) and enforcement

Housing Capacity Analysis and Housing Production Strategy

This two-year project will analyze Wilsonville's housing capacity and need followed by working on strategies to produce housing to meet housing needs. The City's last Housing Needs Analysis was adopted in 2014. Since that time the City has taken a number of follow up actions working on housing including finishing the Town Center and Frog Pond planning and adopting the Equitable Housing Strategic Plan. The current project will build on these past housing initiatives and newly adopted policies. The project is required under House Bill 2003 adopted by the Oregon legislature in 2019. Under State rules the City must complete its Housing Capacity Analysis by the end of 2023 and Housing Production Strategy by the end of 2024. In February, the detailed project work began by the consultant for the project, EcoNorthwest.

Planning Commission

During their February meeting, the Planning Commission received presentations and provided feedback on two components of Frog Pond East and South Master Plan implementation. First was concerning amendments to the City's Transportation System Plan to incorporate transportation projects from the Frog Pond East and South Master Plan. Second was an additional work session to review proposed Development Code amendments to support implementation. A primary focus of the Development Code discussion was standards for housing variety.

Transit-Oriented Development at the Wilsonville Transit Center

The Equitable Housing Strategic Plan identifies exploration of Transit-Oriented Development (TOD) at the Wilsonville Transit Center as a near-term implementation action. The City project team held a kickoff meeting in January with Palindrome, the selected development partner for the TOD project, to discuss project initial project timelines and milestones. Throughout the coming months, the City will work with Palindrome to refine development plans for the site and project timing.

General project information is available on the project website:

<https://ci.wilsonville.or.us/planning/page/wilsonville-transit-center-tod>

Wilsonville Town Center Plan

Town Center Plan Implementation

The Town Center Plan identifies several implementation activities to support the transformation of



WILSONVILLE TOWN CENTER

Town Center into a vibrant, walkable destination that is the heart of Wilsonville. During February, the Town Center project team continued to plan implementation activities for 2023, including a more detailed urban renewal feasibility assessment and additional development opportunity studies. These activities are anticipated to begin later this year.



FEBRUARY MONTHLY REPORT

FINANCE—The department where everyone counts

- **Budget:** We're busy preparing the FYE 2023 budget—and look forward to presenting it to the budget committee here soon, in May. In preparation, we had our initial (internal) departmental meetings in February.
- **Business License/Transit Tax:** The latest upgrade to the EnerGov software allows payroll tax to be paid on-line like the Business Licenses. We will promote this new feature with the next round of quarterly transit tax.
- **Municipal Court:** Effective February 7, the Wilsonville Municipal Court adjusted our arraignments from 5:00pm to 2:00pm. The court schedule is now as follows:
 - 2:00pm—Arraignments
 - 3:30pm—Attorney Trials (if needed)
 - 4:00pm—5:00pm—Deputy Trials

Our court schedule remains the first and third Tuesday of each month. Thus far, we've already received much positive feedback.

- **Training:** In support of our Tyler ERP system, we previously purchased several **Planned Annual Continuing Education (PACE) days**. This program is designed for Enterprise ERP clients who are committed to adopting new features and technical enhancements, and/or may need a refresher training, to ensure we're utilizing the system to its fullest potential. The concept is a designated consultant for an agreed upon scheduled number of hours to cover a specific topic. This time has proven to be of great value-add, interdepartmentally. Thus far, Finance has utilized these PACE days for: budget, year-end processes, and most notably, reporting.
- **Utility Billing:**
 - Congratulations to **Chuck Halberstadt** (Accounting Technician for Utility Billing) on his retirement! In light of his retirement, his job-share counter-part, Christie Dalberg has transitioned to full-time. Please join us in congratulating both of them in their new roles!
 - **Auto Pay Raffle:** The City is raffling off four \$25.00 gift cards to Wilsonville's residential utility bill customers who have already enrolled in the City's new online auto pay program and to incentivize more customers to enroll. Residents who are already enrolled, or who complete enrollment by May 31st, will be automatically entered in a drawing to win one of four \$25.00 gift cards to a local restaurant of their choice. Winners will also receive City of Wilsonville promotional items.
- **Attached Financials:** Finance continues to monitor all departments for on-going budget compliance.

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
110 - General Fund				
Taxes	\$ 13,243,000	\$ 10,548,510	\$ 2,694,490	80%
Intergovernmental	5,407,399	5,189,450	217,949	96%
Licenses and permits	202,850	141,182	61,669	70%
Charges for services	426,984	279,703	147,281	66%
Fines and forfeitures	230,000	129,130	100,870	56%
Investment revenue	87,000	167,090	(80,090)	192%
Other revenues	4,143,900	4,112,623	31,277	99%
Transfers in	4,640,011	2,820,622	1,819,389	61%
TOTAL REVENUES	\$ 28,381,144	\$ 23,388,309	\$ 4,992,835	82%
Personnel services	\$ 11,099,674	\$ 6,078,872	\$ 5,020,802	55%
Materials and services	15,033,218	9,021,873	6,011,345	60%
Capital outlay	214,000	69,169	144,831	32%
Debt service	408,250	-	408,250	0%
Transfers out	6,658,187	2,548,648	4,109,539	38%
TOTAL EXPENDITURES	\$ 33,413,329	\$ 17,718,561	\$ 15,694,768	53%
610 - Fleet Fund				
Charges for services	\$ 1,640,860	\$ 1,093,888	\$ 546,972	67%
Investment revenue	6,800	7,996	(1,196)	118%
TOTAL REVENUES	\$ 1,647,660	\$ 1,101,884	\$ 545,776	67%
Personnel services	\$ 970,860	\$ 469,895	\$ 500,965	48%
Materials and services	789,340	372,634	416,706	47%
Capital outlay	126,800	66,156	60,644	52%
Transfers out	2,400	1,600	800	67%
TOTAL EXPENDITURES	\$ 1,889,400	\$ 910,284	\$ 979,116	48%
230 - Building Inspection Fund				
Licenses and permits	\$ 1,442,750	\$ 998,070	\$ 444,680	69%
Charges for services	8,190	5,460	2,730	67%
Investment revenue	14,000	21,999	(7,999)	157%
Transfers in	46,532	31,016	15,516	67%
TOTAL REVENUES	\$ 1,511,472	\$ 1,056,545	\$ 454,927	70%
Personnel services	\$ 1,116,250	\$ 531,881	\$ 584,369	48%
Materials and services	228,181	125,201	102,980	55%
Transfers out	391,215	226,552	164,663	58%
TOTAL EXPENDITURES	\$ 1,735,646	\$ 883,633	\$ 852,013	51%
231 - Community Development Fund				
Intergovernmental	\$ 339,500	\$ -	\$ 339,500	0%
Licenses and permits	715,389	623,203	92,186	87%
Charges for services	909,369	398,297	511,072	44%
Investment revenue	13,500	15,211	(1,711)	113%
Other revenues	-	195,840	(195,840)	-
Transfers in	2,676,503	1,212,125	1,464,378	45%
TOTAL REVENUES	\$ 4,654,261	\$ 2,444,676	\$ 2,209,585	53%
Personnel services	\$ 3,578,090	\$ 1,960,889	\$ 1,617,201	55%
Materials and services	815,548	315,835	499,713	39%
Transfers out	805,368	602,184	203,184	75%
TOTAL EXPENDITURES	\$ 5,199,006	\$ 2,878,908	\$ 2,320,098	55%
240 - Road Operating Fund				
Intergovernmental	\$ 2,051,500	\$ 901,884	\$ 1,149,616	44%
Investment revenue	18,700	52,800	(34,100)	282%
Other revenues	-	1,031	(1,031)	-
TOTAL REVENUES	\$ 2,070,200	\$ 955,715	\$ 1,114,485	46%
Personnel services	\$ 440,310	\$ 191,836	\$ 248,474	44%
Materials and services	529,672	386,914	142,758	73%
Capital outlay	105,000	-	105,000	0%
Debt service	359,000	356,447	2,553	99%
Transfers out	6,278,965	2,047,320	4,231,645	33%
TOTAL EXPENDITURES	\$ 7,712,947	\$ 2,982,518	\$ 4,730,429	39%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
241 - Road Maintenance Fund				
Charges for services	\$ 2,192,850	\$ 1,651,064	\$ 541,787	75%
Investment revenue	19,760	19,875	(115)	101%
TOTAL REVENUES	\$ 2,212,610	\$ 1,670,938	\$ 541,672	76%
Transfers out	\$ 1,203,613	\$ 300,362	\$ 903,251	25%
TOTAL EXPENDITURES	\$ 1,203,613	\$ 300,362	\$ 903,251	25%
260 - Transit Fund				
Taxes	\$ 5,600,000	\$ 4,561,753	\$ 1,038,247	81%
Intergovernmental	4,604,416	4,174,256	430,160	91%
Charges for services	29,000	25,271	3,729	87%
Fines and forfeitures	5,000	4,281	719	86%
Investment revenue	58,000	77,678	(19,678)	134%
Other revenues	16,800	-	16,800	0%
TOTAL REVENUES	\$ 10,313,216	\$ 8,843,240	\$ 1,469,976	86%
Personnel services	\$ 4,897,540	\$ 2,322,587	\$ 2,574,953	47%
Materials and services	2,795,317	1,480,884	1,314,433	53%
Capital outlay	1,276,000	12,236	1,263,764	1%
Transfers out	1,757,565	410,768	1,346,797	23%
TOTAL EXPENDITURES	\$ 10,726,422	\$ 4,226,474	\$ 6,499,948	39%
510 - Water Operating Fund				
Charges for services	\$ 9,992,600	\$ 7,690,708	\$ 2,301,892	77%
Fines and forfeitures	-	10,638	(10,638)	-
Investment revenue	108,000	169,061	(61,061)	157%
Other revenues	30,000	35,792	(5,792)	119%
TOTAL REVENUES	\$ 10,130,600	\$ 7,906,199	\$ 2,224,401	78%
Personnel services	\$ 667,000	\$ 282,704	\$ 384,296	42%
Materials and services	4,906,612	2,587,436	2,319,176	53%
Capital outlay	1,071,225	238,098	833,127	22%
Debt service	372,000	370,751	1,249	100%
Transfers out	15,271,407	2,451,105	12,820,302	16%
TOTAL EXPENDITURES	\$ 22,288,244	\$ 5,930,094	\$ 16,358,150	27%
520 - Sewer Operating Fund				
Charges for services	\$ 8,434,450	\$ 5,461,571	\$ 2,972,879	65%
Investment revenue	84,700	126,590	(41,890)	149%
Other revenues	31,500	19,845	11,655	63%
Transfers in	600,000	600,000	-	100%
TOTAL REVENUES	\$ 9,150,650	\$ 6,208,005	\$ 2,942,645	68%
Personnel services	\$ 440,600	\$ 268,495	\$ 172,105	61%
Materials and services	3,803,134	2,186,783	1,616,351	57%
Capital outlay	439,402	221,910	217,492	51%
Debt service	2,881,000	409,716	2,471,284	14%
Transfers out	9,273,781	2,384,579	6,889,202	26%
TOTAL EXPENDITURES	\$ 16,837,917	\$ 5,471,483	\$ 11,366,434	32%
550 - Street Lighting Fund				
Intergovernmental	\$ -	\$ 16,680	\$ (16,680)	-
Charges for services	547,965	373,001	174,964	68%
Investment revenue	1,900	8,561	(6,661)	451%
TOTAL REVENUES	\$ 549,865	\$ 398,242	\$ 151,623	72%
Materials and services	\$ 401,500	\$ 146,439	\$ 255,061	36%
Transfers out	1,045,000	675,562	369,438	65%
TOTAL EXPENDITURES	\$ 1,446,500	\$ 822,001	\$ 624,499	57%
570 - Stormwater Operating Fund				
Charges for services	\$ 3,609,538	\$ 2,352,452	\$ 1,257,086	65%
Investment revenue	25,900	63,060	(37,160)	243%
TOTAL REVENUES	\$ 3,635,438	\$ 2,415,511	\$ 1,219,927	66%
Personnel services	\$ 292,810	\$ 138,477	\$ 154,333	47%
Materials and services	818,292	364,514	453,778	45%
Capital outlay	107,000	113,606	(6,606)	106%
Debt service	839,000	836,421	2,579	100%
Transfers out	6,048,155	2,299,406	3,748,749	38%
TOTAL EXPENDITURES	\$ 8,105,257	\$ 3,752,424	\$ 4,352,833	46%

City of Wilsonville - SDC Fund Summaries
Reporting Month: Feb FY 2023



	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
336 - Frog Pond Development				
Licenses and permits	\$ 1,951,354	\$ 565,442	\$ 1,385,912	29%
Investment revenue	1,100	20,943	(19,843)	1904%
TOTAL REVENUES	\$ 1,952,454	\$ 586,385	\$ 1,366,069	30%
Materials and services	\$ 34,790	\$ -	\$ 34,790	0%
Transfers out	5,322,274	278,025	5,044,249	5%
TOTAL EXPENDITURES	\$ 5,357,064	\$ 278,025	\$ 5,079,039	5%
348 - Washington County TDT				
Washington County TDT	\$ -	\$ 715,006	\$ (715,006)	-
Investment revenue	1,800	8,954	(7,154)	497%
TOTAL REVENUES	\$ 1,800	\$ 723,960	\$ (722,160)	40220%
346 - Roads SDC				
System Development Charges	\$ 3,960,000	\$ 1,408,159	\$ 2,551,841	36%
Investment revenue	40,300	63,682	(23,382)	158%
TOTAL REVENUES	\$ 4,000,300	\$ 1,471,841	\$ 2,528,459	37%
Materials and services	\$ 41,470	\$ -	\$ 41,470	0%
Transfers out	12,790,020	330,538	12,459,483	3%
TOTAL EXPENDITURES	\$ 12,831,490	\$ 330,538	\$ 12,500,953	3%
396 - Parks SDC				
System Development Charges	\$ 373,000	\$ 249,900	\$ 123,100	67%
Investment revenue	12,200	20,156	(7,956)	165%
TOTAL REVENUES	\$ 385,200	\$ 270,056	\$ 115,144	70%
Materials and services	\$ 16,890	\$ -	\$ 16,890	0%
Transfers out	2,743,712	963,417	1,780,295	35%
TOTAL EXPENDITURES	\$ 2,760,602	\$ 963,417	\$ 1,797,185	35%
516 - Water SDC				
System Development Charges	\$ 1,429,000	\$ 1,719,608	\$ (290,608)	120%
Investment revenue	21,700	92,294	(70,594)	425%
TOTAL REVENUES	\$ 1,450,700	\$ 1,811,902	\$ (361,202)	125%
Materials and services	\$ 25,940	\$ -	\$ 25,940	0%
Debt service	453,000	450,736	2,264	100%
Transfers out	11,925,558	2,221,643	9,703,915	19%
TOTAL EXPENDITURES	\$ 12,404,498	\$ 2,672,379	\$ 9,732,119	22%
526 - Sewer SDC				
System Development Charges	\$ 290,000	\$ 590,961	\$ (300,961)	204%
Investment revenue	3,700	8,731	(5,031)	236%
TOTAL REVENUES	\$ 293,700	\$ 599,691	\$ (305,991)	204%
Materials and services	\$ 22,050	\$ -	\$ 22,050	0%
Transfers out	1,737,739	954,913	782,826	55%
TOTAL EXPENDITURES	\$ 1,759,789	\$ 954,913	\$ 804,876	54%
576 - Stormwater SDC				
System Development Charges	\$ 990,000	\$ 504,471	\$ 485,529	51%
Investment revenue	14,300	21,984	(7,684)	154%
TOTAL REVENUES	\$ 1,004,300	\$ 526,456	\$ 477,844	52%
Materials and services	\$ 5,750	\$ -	\$ 5,750	0%
Transfers out	541,017	43,286	497,731	8%
TOTAL EXPENDITURES	\$ 546,767	\$ 43,286	\$ 503,481	8%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
800 - Year 2000 Program Income				
Investment revenue	\$ 8,200	\$ 6,061	\$ 2,139	74%
Other revenues	-	9,412	(9,412)	-
TOTAL REVENUES	\$ 8,200	\$ 15,473	\$ (7,273)	189%
Materials and services	\$ 5,000	\$ 7,879	\$ (2,879)	158%
Transfers out	919,094	919,094	-	100%
TOTAL EXPENDITURES	\$ 924,094	\$ 926,973	\$ (2,879)	100%
805 - Year 2000 Capital Projects				
Investment revenue	\$ 88,570	\$ 89,507	\$ (937)	101%
Loan proceeds	4,000,000	4,000,000	-	100%
TOTAL REVENUES	\$ 4,088,570	\$ 4,089,507	\$ (937)	100%
Materials and services	\$ 467,000	\$ 202,235	\$ 264,765	43%
Capital outlay	17,898,558	3,071,307	14,827,251	17%
TOTAL EXPENDITURES	\$ 18,365,558	\$ 3,273,543	\$ 15,092,015	18%
807 - Year 2000 Debt Service				
Taxes	\$ 3,544,880	\$ 3,325,461	\$ 219,419	94%
Investment revenue	999	20,585	(19,586)	2061%
TOTAL REVENUES	\$ 3,545,879	\$ 3,346,045	\$ 199,834	94%
Debt service	\$ 8,294,525	\$ 8,021,064	\$ 273,461	97%
TOTAL EXPENDITURES	\$ 8,294,525	\$ 8,021,064	\$ 273,461	97%
810 - Westside Program Income				
Investment revenue	\$ 750	\$ 883	\$ (133)	118%
TOTAL REVENUES	\$ 750	\$ 883	\$ (133)	118%
815 - Westside Capital Projects				
Investment revenue	\$ 44,502	\$ 40,999	\$ 3,503	92%
TOTAL REVENUES	\$ 44,502	\$ 40,999	\$ 3,503	92%
Materials and services	\$ 280,336	\$ 90,380	\$ 189,956	32%
Capital outlay	710,000	-	710,000	0%
TOTAL EXPENDITURES	\$ 990,336	\$ 90,380	\$ 899,956	9%
817 - Westside Debt Service				
Taxes	\$ 5,084,500	\$ 4,710,415	\$ 374,085	93%
Investment revenue	36,000	31,410	4,590	87%
TOTAL REVENUES	\$ 5,120,500	\$ 4,741,825	\$ 378,675	93%
Debt service	\$ 6,039,075	\$ 4,807,158	\$ 1,231,918	80%
TOTAL EXPENDITURES	\$ 6,039,075	\$ 4,807,158	\$ 1,231,918	80%
825 - Coffee Creek Capital Projects				
Investment revenue	\$ 1,500	\$ 1,535	\$ (35)	102%
TOTAL REVENUES	\$ 1,500	\$ 1,535	\$ (35)	102%
Materials and services	\$ 149,290	\$ 100,474	\$ 48,816	67%
TOTAL EXPENDITURES	\$ 149,290	\$ 100,474	\$ 48,816	67%
827 - Coffee Creek Debt Service				
Taxes	\$ 385,200	\$ 474,753	\$ (89,553)	123%
Investment revenue	1,000	1,190	(190)	119%
TOTAL REVENUES	\$ 386,200	\$ 475,943	\$ (89,743)	123%
Debt service	\$ 279,500	\$ 139,290	\$ 140,210	50%
TOTAL EXPENDITURES	\$ 279,500	\$ 139,290	\$ 140,210	50%

From the Director

In February, we celebrate the library's birthday on February 14. This year on our birthday, we held a Fine Forgiveness Day. Library staff waived up to \$10 of overdue fines for everyone who visited the library that day. In conjunction with the library birthday, the Wilsonville Public Library Foundation held a "Stay at Home and Read" fundraiser, which asked people to stay home and read that weekend, and to donate the money they would have spent on a big night out. Other libraries have held similar fundraisers with wonderful results.

In youth programs, Youth Services staff hosted Family Nights for the students of local primary schools and their families. Staff performed a special Storytime for the families, provided information about library services, and gave the children free books. Over 150 people attended the Family Nights.

In addition to the weekly Baby & Toddler Time, Family Storytime, and Play Group programs, on the Early Release Days (Feb. 8 and 22), Youth Services staff held "STEAM Stuff," a program for elementary-age children to drop in for hands-on STEAM activities. Teen Afterschool Drop-In Activities days continued on Wednesdays, from 3-6pm. Every month, Youth Services staff visit one of the local middle schools to promote the library's teen programs.

Adult programs featured a concert of French-American music performed by Eric John Kaiser and the final two Lehan Lectures, presented by Charlotte Lehan. The Walking Book Club and English (ESL) class met. The First Friday Film was held at its new time of 3-5pm. A representative from the Oregon Department of Human Services is now available for additional hours on Tuesdays: 10am-12pm and 1-3pm.

In recognition of Black History Month, the library held an online presentation about "Black Scientists You Should Know," the First Friday Film featured *The Woman Warrior*, and library staff created a book display honoring the month.

New to the library is a Geochron! The Geochron is a digital atlas that projects on to a large monitor displays of the Earth with sunrise-sunset rendered in real-time, with rotating overlays of global satellite weather, shipping and flight routes, topographical views from space, and more. The Geochron is already a big hit with patrons. The Geochron was provided by the Wilsonville Public Library Foundation.

It has been a busy month for staffing. Filling two vacant positions, we have welcomed two new shelvers to our team. We now have two new shelvers. We are in the process of hiring an Outreach Librarian and on-call Reference Librarians.

-Shasta Sasser, Library Director



Parks and Recreation Report | February 2023

Director's Report

February was another busy month for the Parks and Recreation Department. Programming included the annual Hunt for Cupid's Hearts Scavenger Hunt and a Community Movie Night in honor and observance of Black History Month. In preparation for spring activities, community garden sign ups began and we conducted our sports field sign-up night for resident user groups.

In addition to keeping our parks and facilities safe, clean, and green for the community, the Parks team did a great job responding to the storm event that brought our area snow and ice accumulations. In collaboration with the Community Development Department and the Communications Team, the Parks Team and our design consultant Mayer Reed delivered an online presentation and survey for the Frog Pond West Neighborhood Park that offered three different designs for participants to choose from to guide final park design.

Programming and participation continue to increase at the Community Center. February also marked the return of a fourth day of in-person meals. In-person meals are now served every weekday except for Thursday for the first time since before the pandemic.

The Parks and Recreation team also began a partnership with Victory Academy, Oregon's only dedicated year-round private school serving children, teens, and young adults affected by Autism and related learning differences. Our team is offering students real life work experience to prepare them for a future in the work force.

I am continually impressed with the culture of commitment to community service that is demonstrated not only by the Parks and Rec team, but the entire City organization, which continues to make this a great place to work.

-Kris Ammerman

Recreation Updates

Community Garden

The Wilsonville Community Garden provides year-round gardening opportunities for garden enthusiasts. 2022 gardeners had first right of refusal to their plots, and were able to renew their current plot in January. Registration opened to new gardeners on February 20 for all remaining plots. Garden plots are limited to one per household in an effort to provide as many gardeners access to plots as possible. At this time, there are still available plots for 2023 growing. Join us in the garden this year!

Memorial Park Field Sign-Up Night

Representatives from a number of Wilsonville's local sports organizations joined Parks and Recreation team members at the Parks and Recreation Admin Building on Thursday, February 2 to sign-up for field space in Memorial Park for the 2023 season. Sports organizations are able to request recurring field time on the ball and soccer fields for both youth and adult sports before reservations open to the general public. Non-resident field sign-up night has been rescheduled to Thursday, March 9.

Sounds of Japan

Don't miss the upcoming Sounds of Japan event hosted by the Kitakata Sister City Advisory Board. This event will take place on March 18 at 10:00 am at the Wilsonville Community Center. Pre-registration is required; the event is currently full with a waitlist. This event will feature live musical performances from Oregon Koto-Kai (Japanese harp) and Portland Taiko (Japanese drum). Tea and lights snacks will be provided.

Stein-Boozier Barn Open House

On Saturday, February 25 the Parks and Recreation team held the first weekend open house of the Stein-Boozier Barn. Wilsonville's own event venue, the barn is a popular spot for weddings, receptions, company events, and other parties. Despite the cold, snowy weather there was a great turnout for this event and several new reservations were added to the books. Another weekend open house is scheduled for Saturday, March 18 from 1:00 pm-3:30 pm. Private tours are also available during the week when Parks and Recreation offices are open.



Community Center Updates

AARP Tax Assistance

All available appointments for AARP's free tax assistance have been booked. The AARP team was able to reschedule appointments for individuals whose appointments needed to be canceled due to snow on February 23.

Congregate Lunch Program

The Center's Nutrition Program began offering in-person congregate lunch again in the summer of 2022 following a two-year hiatus and was excited to announce the return of in-person Tuesday lunch in February. The response has been great, with community members excited to be back socializing with their friends. This brings the lunch program back to its pre-pandemic offerings.

Fitness Classes

The popular Sit and Be Fit class slightly altered its class curriculum and added a Tuesday class. Tuesday and Friday have become "Stand, Sit, and Be Fit," while Wednesday remains a fully seated class. This adjustment has allowed class participants to progress to standing exercises as they see appropriate. The class is designed for older adults and focuses on resistance training and cardio to give participants a total body workout.

Korean War Memorial Foundation of Oregon

The Korean War Memorial Foundation of Oregon did not meet in February. The group continues to plan for the event on Saturday, July 29 to commemorate the signing of the Armistice to end the Korean War.

Life 101 Lecture Series

Life 101 Lecture series continued with free educational sessions being offered by the Alzheimer's Association about dementia, Boones Landing Physical Therapist Renee James on healthy bones and aging, and Attorney Michael Rose of Rose Elder Law on the necessary steps to prepare for long-term care.

Wilsonville Community Seniors, Inc. (WCSI)

At the most recent meeting of the Wilsonville Community Seniors, Inc., the group continued to plan for a fall fundraiser. The March, community members will travel to the Willamette Valley Fruit Company and then on to BlondZee's in Salem for lunch as part of the Senior Trip.

Wilsonville Piecemakers

The Wilsonville Piecemakers Quilting Group honored Community Center regular, Tom Bray, on his 97th birthday with a patriotic quilt. Tom is a World War II veteran and the gift was presented at the Center's lunch program by Donna Atkinson of Wilsonville Community Seniors, Inc.



Board Highlights

Arts, Culture, and Heritage Commission

At the February ACHC meeting the Commission had an extensive discussion in response to staff's Public Art Assessment and observations. The assessment included information about the City's existing 30+ piece collection such as: maintenance needs, locations, artist information, signage, and more. The Commission was also provided a glossary of public art terms, general municipal public art policies and procedure examples, examples of municipal public art funding sources and additional resources from Americans for the Arts. Since the ACHC will be the initial review board and selection panel for future public art projects, it is important that each member have a baseline understanding of public art.

Kitakata Sister City Advisory Board

The Kitakata Sister City Advisory Board welcomed two new members at their February meeting: Mike Bohlen, and Janelle Reid. The Board is very excited for their completely FULL event, Sounds of Japan, on March 18 at the Community Center. This event will feature live performances from Oregon Koto Kai and Portland Taiko.

Parks and Recreation Advisory Board

The Parks and Recreation Advisory Board met did not meet in February.

Upcoming Events

Shelter Reservations: Monday, March 13 for Wilsonville residents; Monday, March 20 for non-residents

Sounds of Japan: Saturday, March 18 at 10:00 am, Wilsonville Community Center

Open House: Saturday, March 18 from 1:00 pm-3:30 pm, Stein-Boozier Barn

Community Egg Hunt: Saturday, April 8 at 10:00 am, Memorial Park ballfields

Spring/Summer Registration: Monday, April 10 – WilsonvilleParksandRec.com

Goat Petting Day: Saturday, May 6 at 10:00 am, Memorial Park (near maintenance barn)



Parks Team Updates

Engleman Park Landscaping

The team undertook a landscape overhaul in a section of Engelman Park in February. The landscape area was slowly aging out and being overrun by blackberries. The team prioritized a beautiful display that consists mostly of native plants that are drought tolerant.



Installing the new plants.



Planting project nearly complete.

New Memorial Bulletin Boards

Memorial Park has a new space for the team and community groups to post information. The bulletin boards, installed near the main parking lot in Memorial Park, will give user groups and community members a centralized location for information about Memorial Park usage.



Finishing up installation.



Newly installed bulletin board.

Parks Team Updates

Regional Park 7/8 — Phase 2

Projected Completion—Early 2023



Raptor habitat snag.



New finished shelter in RP 7.

Regional Park 5/6

Projected Completion—Early 2023.
Landscaping nearing completion.



ADA railing being installed.



Tree work is ongoing.



City of Wilsonville Police

February 2023

FEBRUARY 14

OFFICER INVOLVED SHOOTING

Midday on February 14 in Wilsonville, deputies stopped the driver and passenger of a stolen Lincoln Town Car near the intersection of SW Wilsonville Rd and SW Town Center Loop E.

At least one of the vehicle's occupants was armed and an exchange of gunfire took place. Both occupants and a patrol vehicle were struck.

Occupants of the stolen vehicle were transported by ambulance to a local hospital after life-saving measures and aid were rendered at the scene.

The investigation in this matter is being led by Clackamas County's Interagency Major



Crimes Team in collaboration with the District Attorney's Office. The team includes Oregon State Police, Milwaukie Police, Lake Oswego Police, Canby Police, and Tualatin Police. *Case 23-003313*



Law enforcement training is complex and factors in multiple disciplines.

It includes tactics, firearms, and human relations. The Clackamas County Sheriff's Office holds classes ranging from monthly to annually -- driven by the ever-changing landscape of technology, skills considered perishable, and the desire to keep all parties safe—citizen and sworn. It's in moments like this that we see these efforts pay off.





City of Wilsonville

Call Activity

2,162

Total Calls

YEAR 2023

High Priority • 226

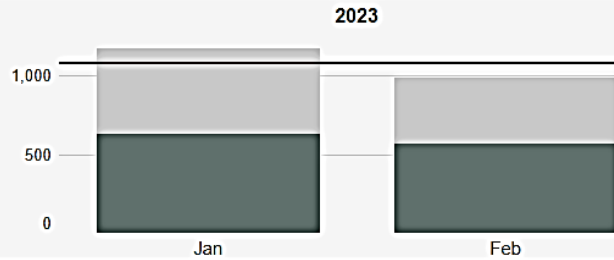
Medium Priority • 1,444

Low Priority • 963

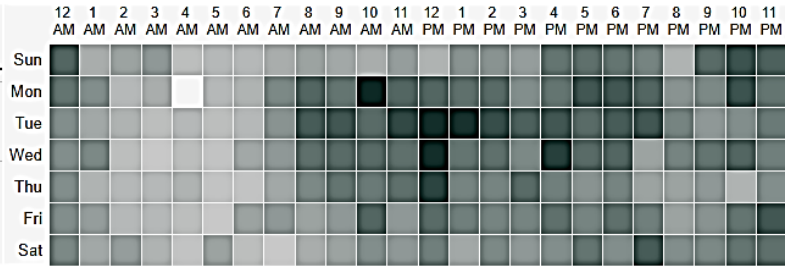
Public-Initiated • 1,199

Deputy-Initiated • 543

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: 3/1/2023 6:22:42 PM (UTC)

FEBRUARY 2023

126
Alarm

152
Assist

128
Civil

355
Crime

553
Disorder

190
Follow-Up

141
Other

517
Traffic

Alarm	Alarm	126
Assist	Assist Public	96
	Assist Fire/Medical	27
	Assist Other Agency	12
	Missing Person	8
	Warrant	6
	Assist Law Enforcement	3
Civil	Civil	105
	Behavioral Health	23
Crime	Theft	54
	Harassment/Menacing	50
	Criminal Mischief	45
	Trespass	44
	Domestic Violence	40
	Assault/Abuse	25
	Fraud	24
	Hit & Run	20
	Stolen Vehicle	17
	Burglary	14
	Vice	12
	Sex Offense	5
	Violation of Restraining Order	2
	Arson	1
	Littering	1
	Robbery	1

Disorder	Suspicious Activity	288
	Welfare Check	98
	Parking Disorder	33
	Subject Contact	28
	Juvenile Disorder	18
	Disturbance	16
	Animal Disorder	15
	Premise Check	15
	Extra Patrol	11
	Unwanted Person	11
	Noise Disorder	8
	Ordinance Disorder	4
	Shots Fired	4
	Recovered Stolen Vehicle	3
	Prowler	1
Follow-Up	Follow-Up	190
Other	Other	141
Traffic	Traffic Stop	414
	Traffic Crash	34
	Traffic Disorder	33
	Hazard	25
	DUII	11

From The Director's Office:

Making progress on the Public Works Complex.

Below are photos of the trench drain inside the Warehouse building. Photo on the left shows placement of re-inforcement bars. Photo on the right shows the sloped finished grade of the concrete into the trench. The trench drain will collect any excess water dripping from the vehicles or equipment parked inside the warehouse which will help ensure the area stays clean and safe for staff.



Below are photos showing the form work and the finish product for the footing and columns for the Decant building. This building will be used to dewater spoils and debris collected from streets and stormwater system. Once the majority of the water weight is removed from the lighter material it will be haul to the landfill where disposal costs are based on weight.



PUBLIC WORKS

FIRST RESPONDER

Best Regards,

Delora Kerber, Public Works Director

Roads

Welcome Aboard, Hayden!

Hayden Briggs-Siewert joined the Roads crew this month as our newest Roads Maintenance Specialist. Hayden previously worked with the Oregon City School District and maintained fairway greens at golf courses in the area. We are excited to have a full Roads Maintenance team!



Winter Weather Response

February brought record-breaking snowfall to the region. Although Wilsonville did not receive as much snow as areas farther north, the crews were still hard at work implementing the City's Snow and Ice Control Plan. De-icing was an important part of our response. De-icer is made of magnesium chloride, a type of salt mixed with a binder, which works best in temperatures between 35—26 F. It can be applied ahead of predicted winter conditions or laid directly on snow and ice to start the melting process. Our crews prioritize safe access to essential services, such as the fire department, the water treatment plant, the wastewater plant, and other City buildings.



Preparing the sanding trailer



Ready to respond!

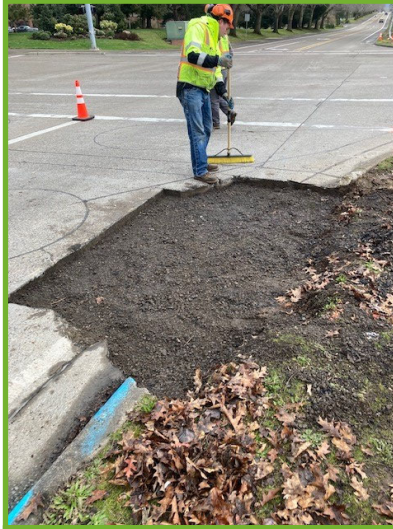
Roads cont.

Repairs on Day Road, Commerce Circle and 95th Ave

The crew completed hot asphalt patching in the northwest corner of the city. Availability of asphalt delayed repairs but staff took full advantage of good weather earlier in the month.



Cutting out the old surface



Filling with gravel



Hot patching

Routine Road Maintenance

Staff also focused on trimming up medians throughout the city and replacing damaged or missing street signs.



Before



After

Stormwater

Welcome, Rodney!

Rodney Hoskins started this month as our newest Utility Maintenance Specialist on the Stormwater crew. He is a recent transplant to Oregon and brings over 10 years of work experience from Montgomery County Roads and Bridges department in Ohio. We are glad to have him on board, filling in our final vacancy in the Roads and Stormwater Division.



Final Repairs and Structure Maintenance

In January, a sinkhole was discovered on Saint Helens Court near a failed stormwater manhole, which caused a cavity under the asphalt to develop over time. Staff finished up the final repairs at the beginning of the month, before moving on to routine culvert maintenance tasks. Annual inspection and maintenance is underway for culverts, which can include some extra bushwhacking and trimming.



Working at the sinkhole



Trimming back blackberries

Utilities—Water

Turnout Flow Meter Testing

The accuracy of the turnout meters was verified this month. A “turnout” in the water system is where the system transitions from the large transmission main coming from the treatment plant into the distribution piping through a pressure reducing valve. There are 4 turnouts in the system each of which have a flowmeter. Every year a contractor verifies the accuracy of the flow meters. The contractor uses an ultrasonic flow meter that clamps onto the pipe. The ultrasonic flow meter measures the flow by transmitting and receiving a burst of ultrasound between two transducers and measuring the transit time. The readings of the ultrasonic meter are then compared to the turnout meter readings.



Large Meter Replacement

The Water crew replaced several large meters this month. After accuracy testing was conducted, these meters showed signs of registering low flows, indicating wear. Staff also replaced meters over 20 years old. Replacement typically involves working in the confines of underground vaults. The meters are bolted into place and over time, they become corroded and seized. A welding torch might be required to remove them. Multiple people are needed to safely remove the old meter and install the new one due to their weight and size.



Utilities—Wastewater

Making the Dream Work—with Teamwork!

The Wastewater crew continues to clean and perform CCTV inspections in the Charbonneau district. The crew has been making progress with CCTV and they have completed over 120 inspections.

In addition to their normal sewer maintenance tasks, staff assisted with other assignments, including completing utility locates, helping out with Utility Billing's shut off day, sealing water infrastructure structures, such as vaults and covers, and helping out with stormwater structure repairs.



Performing a utility locate



Vactoring a sinkhole



Manhole Repairs—Before and After

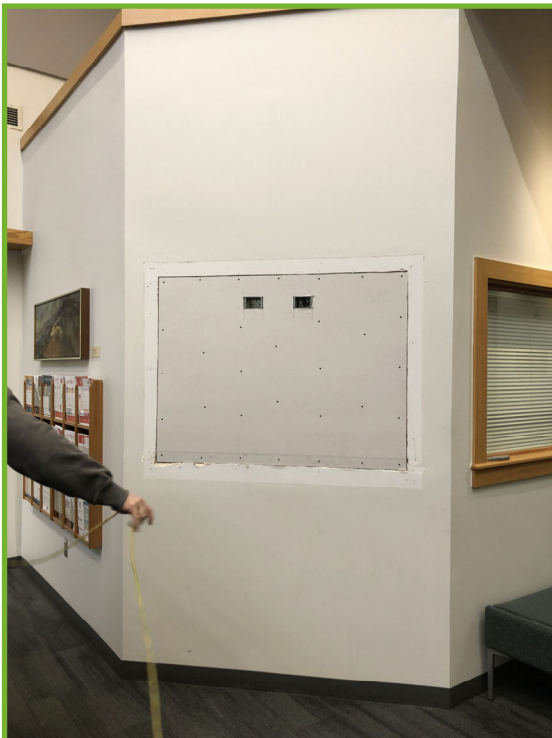
Facilities

New Views at City Hall and the Library

Staff installed a new art piece in the hallway on the second floor of City Hall, across from the Finance counter. The piece was previously on display at the Parks and Recreation Administration building. It features a whimsical landscape with floral elements, a Western Meadowlark and a view of City Hall.



Facilities was tasked with mounting the Library's new Geochron map, an interactive digital map that displays data, like weather and daylight in real time. First, they removed an existing window between the circulation area and the staff office. The space was framed, and sheetrock and plywood backing were added for the TV mount. A contractor installed wiring for the electrical and internet connection, painted the new surface. Finally, the screen was mounted and ready for visitors.



SMART

SOUTH METRO AREA  REGIONAL TRANSIT

February 2023 Report



let's ride this life
TOGETHER

February is the only month of the year inextricably tied to the concept of love. It is also the only month to possess fewer than 30 days. Named for the Roman god Februus, February, though small, it is also mighty and takes a back seat to no other month.

With Valentine's Day upon us and love in the air, I thought it would be appropriate to share with you, the reader, my most limited experience with love.

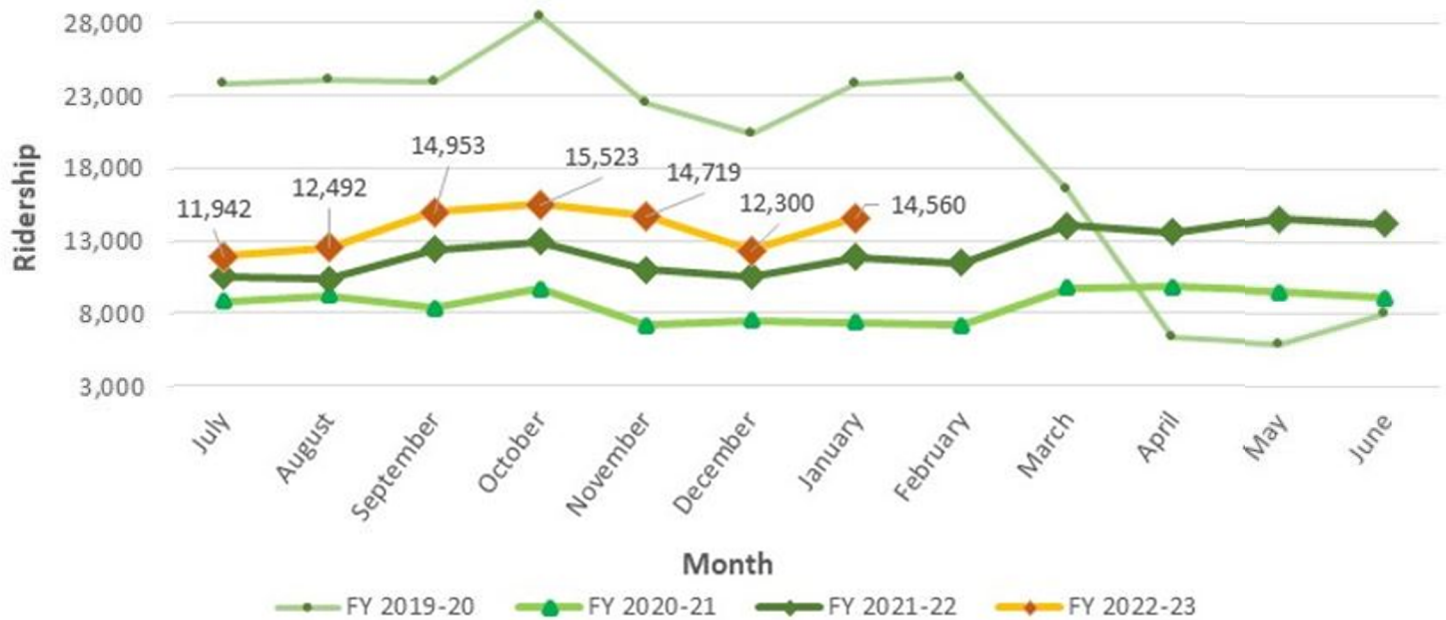
I have come to understand that some people fall in love many times over a lifetime. Unfortunately, I wasn't so lucky. I fell in love but once. I fell in love once with my prepossessing wife, once with public service, once with my perfectly eccentric daughter, once with my admirably tranquil son, once with the people of Louisiana who faced Hurricane Katrina head on, once with the team of brave men and women who worked tirelessly to move victims of the hurricane out of harm's way, and once with all the selfless residents of *SMARTville*, which is a special place located in close proximity to the heart of Wilsonville. All things considered, I have encountered enough love to last me a lifetime.

Dwight Brashear
Transit Director

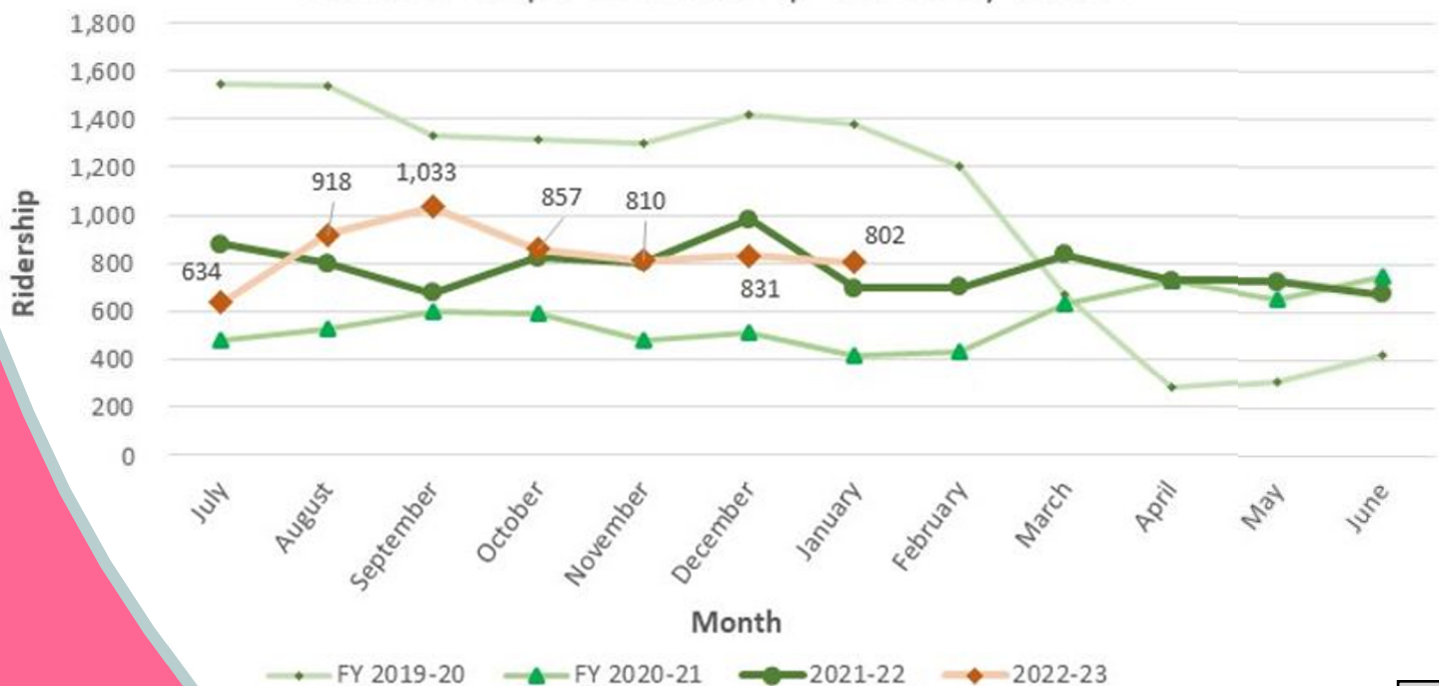


Operations - Anne MacCracken Management Analyst

Fixed Route Ridership Trends by Month



Demand Response Ridership Trends by Month



Operations - Eric Loomis Operations Manager

Storms come in many forms and SMART has seen a few come through. From driver shortages to bus acquisitions, everyone on the SMART team has stepped up to endure through the turmoil. We welcomed two drivers to the team in February with two more on the way!

With our vigorous training program, they will be out driving buses with smiling faces in March. We are seeing a shimmer of sunshine breaking through on our journey to being fully staffed and growing our services.

Not all storms are figurative either. In February we saw a few days of snow. Although it slowed us down, we were able to run all routes both in Wilsonville and to our neighboring communities in

Tualatin, Canby, and Salem. Our staff always shows up prepared and ready to take on inclement weather. The two-way radio turns into a chatter box of communication to ensure we don't leave any passengers behind in the cold. From shoveled sidewalks to chaining tires on buses, the city departments work like a well-oiled machine – especially Fleet and Public Works – to keep our buses moving and getting people safely to their destinations.

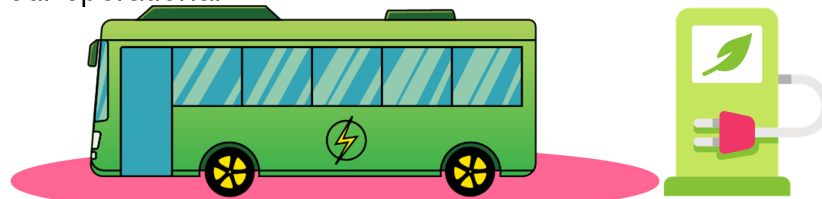


Grants & Program Manager - Kelsey Lewis

SMART receives Statewide Transportation Improvement Funds (STIF) to support new transit operations based on a formula.

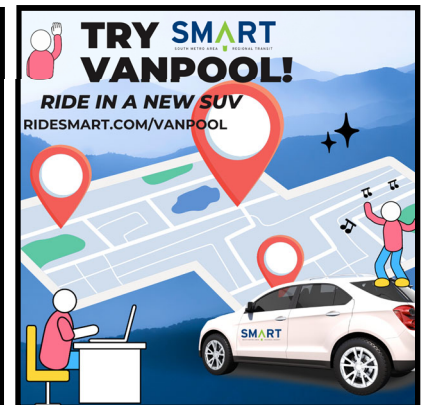
Every two years, we also have the opportunity to apply for STIF Discretionary, or competitive, grant dollars. This winter SMART staff applied for two discretionary grants. The first is a mobile battery back-up unit to charge our electric vehicles in the event of loss of power for an extended period. The second is to study our transit system to better understand which electric charging technologies will work for our operational

model, routes, and topography. In particular, we do not currently use our battery electric buses on our 1X route from Wilsonville to Salem and need to understand the requirements to be able to deploy electric buses on that route. These two projects will help us continue to transition to alternative fuels for our bus fleet. We will find out if we are successful with these two grant applications later this spring.



Transportation Options - Michelle Marston Program Coordinator

This February we have really stepped up the social media advertising for our newly launched vanpool program. In addition, a Now Hiring campaign runs in full force. Here are a few of the animated movie images you may see on the two platforms of Facebook and Instagram.



SMART also honored a couple of centenarian passengers this month who are regular users of our Dial-a-Ride service. Staff visited them at their homes and presented them with a bouquet of roses to help celebrate their 100 years, and many years with SMART service.



Happy
100th

Transportation Options - Patty Tiburcio Mobility Technician

In February, SMART supported Wilsonville schools with Winter Walk+Roll to School Day. This event is a great way for families to continue being active while practicing pedestrian safety during Oregon's winter months. Participating schools had a great turnout considering the chilly and foggy 32-degree weather.

Boones Ferry Primary School (BFPS) participated in their first Walk+Roll event this school year. SMART staff worked with the Parents & Staff for Students (PSS) to schedule a Walking School Bus that began at Walt Morey Park. Students and parents joined at the beginning of the walk and along the route by walking, riding a bike, using a scooter, and rollerblading.

Meridian Creek Middle School (MCMS) participated in their second walking school bus. SMART staff helped MCMS schedule their event and provided advertising materials. Before the start of the school day, students met Principal Ewbanks at the entrance to Boeckman Primary and walked to Meridian Creek.

SMART and Northwest Housing Alternatives (NHA) staff continued hosting a Walking School Bus (WSB) from Autumn Park Apartments to Boones Ferry Primary School. Participation in the WSB has been steadily growing. SMART staff also supported NHA staff in applying for Metro's \$500 micro-grant and ODOT's Innovative Mobility Program to support NHA's safe routes to school program.

Staff hung fence banners at Boones Ferry, Boeckman Creek, and Lowrie Primary School's to promote SMART's upcoming *Spring Break Learn to Ride Clinics*.

SMART staff also visited the ESL class sponsored by Goodwill at Wilsonville's Library and provided the non-English speakers with information about SMART services.

Ride Connection and SMART staff presented a second Travel Training session in which participants learned about safe, independent travel for older adults and people with disabilities. Upcoming sessions will include group transit trips to Canby to learn about doctor's office locations and a trip to Washington Square Mall to practicing bus transfers.

