



CITY COUNCIL AGENDA

February 03, 2025 at 7:30 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. [Climate Friendly and Equitable Communities Parking Compliance and Standards Reform \(Pauly\)](#) [40 min.]
- B. [Climate Action Plan \(Rappold\)](#) [30 min.]

ADJOURN [6:20 PM]

Break to switch Zoom accounts [5 min.]

EXECUTIVE SESSION [6:25 PM]

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

ADJOURN [7:20 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, February 3, 2025 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on January 21, 2025. 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 [7:30 PM]

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

MAYOR'S BUSINESS [7:35 PM]

4. [Wilsonville Wildcats Week Proclamation](#)
5. [Upcoming Meetings](#)

COMMUNICATIONS [7:55 PM]

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:55 PM]

This is an opportunity for visitors to address the City Council on any matter concerning City's Business or any matter over which the Council has control. It is also the time to address 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 [8:10 PM]

6. Council President Berry
7. Councilor Dunwell
8. Councilor Cunningham
9. Councilor Shevlin

CONSENT AGENDA [8:30 PM]

10. [Resolution No. 3175](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Brown And Caldwell To Provide Engineering Consulting Services For](#)

[The Wastewater Treatment Plant Backup Ultraviolet System Replacement Project \(Capital Improvement Project #2109\). \(Nacrelli\)](#)

11. [Resolution No. 3182](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Contract Amendment With Flow Line Construction, LLC. To Amend The Construction Contract For The Park At Merryfield And Boones Ferry Park Trails Project. \(Schull/Morse\)](#)

12. [Minutes of the January 23, 2025 City Council Meeting. \(Veliz\)](#)

NEW BUSINESS [8:35 PM]

CONTINUING BUSINESS [8:35 PM]

PUBLIC HEARING [8:35 PM]

CITY MANAGER'S BUSINESS [8:35 PM]

LEGAL BUSINESS [8:40 PM]

ADJOURN [8:45 PM]

**AN EXECUTIVE SESSION WILL
IMMEDIATELY FOLLOW THE WORK SESSION**

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 Kimberly Veliz, City Recorder at CityRecorder@ci.wilsonville.or.us or 503-570-1506: 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: February 3, 2025		Subject: Climate Friendly and Equitable Communities (CFEC) Parking Compliance and Standards Reform	
		Staff Member: Daniel Pauly, Planning Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input checked="" type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: Planning Commission has held two work sessions on the topic and their input is reflected in this report.	
Staff Recommendation: Provide requested input on upcoming CFEC Parking Compliance and Standards Reform.			
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 Required by State law	

ISSUE BEFORE COUNCIL:

This work session will introduce the Climate Friendly and Equitable Communities (CFEC) Parking Compliance and Standards Reform project to the Council. The work session will cover (1) the drivers of the project and (2) the scope. The work session will also seek the Council’s guidance on certain compliance options to inform upcoming Development Code amendments.

EXECUTIVE SUMMARY:

The primary driver of the Climate Friendly and Equitable Communities (CFEC) Parking Compliance and Standards Reform project is the State Climate Friendly and Equitable Communities Program. On March 10, 2022, Governor Kate Brown issued Executive Order 20-04, directing state agencies to reduce climate pollution. Executive Order 20-04 was in response to Oregon not meeting its climate pollution reduction goals, one of which was adopted in 2007 by state legislators to reduce the state's climate pollution by 75% by 2050. In response, the Oregon Land Conservation and Development Commission (LCDC) developed, and the State adopted, updates to Oregon's transportation and land use planning administrative rules (OARs). These new OARs and local government compliance with them are the core of the CFEC program.

Among the CFEC requirements is parking reform as laid out in OAR 660-012-0400 through 660-012-0450 (CFEC Parking Rules). Attachment 1 is a State handout summarizing the CFEC Parking Rules. Other CFEC requirements, such as those around transportation planning, will be the focus of additional City projects in the coming years.

As explained in Attachment 1, the CFEC Parking rules aim to remove or substantially reform minimum parking requirements in local government codes based on the State's findings that minimum parking requirements over produce parking leading to, among other things, inefficient land use, less walkability, and more pollution from driving.

The CFEC Parking Rules have been challenged in court by various local governments. The City of Wilsonville was aware of the litigation but did not participate. In March 2024 the Oregon Court of Appeals largely rejected local governments' challenges to the rules (Court of Appeals Case Number A180037, *CITY of CORNELIUS et. al. vs DLCD*, decision issued March 6, 2024). On August 8, 2024, the Oregon Supreme Court denied a petition to review, leaving the March Court of Appeals decision in place.

As has been the practice for State requirements with which the City must comply, the project will look at ways to best tailor the parking reforms to the Wilsonville context and community input, and to leverage positive outcomes while complying with State law. This commitment to tailor to Wilsonville's context and find opportunities to continue to encourage quality and functional development is a second primary driver of the project. This is a similar approach as used in other State requirement projects such as the Middle Housing in Wilsonville project.

As shown in Attachment 1, the CFEC Parking Rules are broken into two phases, referred to by the State as "**Parking A**" and "**Parking B**".

Parking A is a set of rules already in effect superseding Wilsonville's Development Code, and the City has been applying them prior to the City Code being updated. Attachment 2 is a handout the City produced to help applicants, staff, decision makers, and other interested parties understand how the Parking A rules impact Wilsonville. Parking A rules limit minimum parking requirements for certain uses, particularly residential uses, and disallow requiring a minimum amount of parking within $\frac{3}{4}$ miles of transit rail stations (like the WES Station on Barber Street) and within

½ mile of the most frequent bus routes in the community (SMART Routes 4 and 2X). This latter transit proximity rule supersedes parking minimums in the Development Code for much of the City, including Frog Pond and Town Center. The only substantial areas of the City not covered by the transit proximity rule are Charbonneau, the western 2/3 of Villebois, and industrial areas in northwest Wilsonville (see map in Attachment 2).

For Parking A rules, the current project seeks to update the City’s Development Code to be congruent with the rules already being applied. Staff notes that while the City does not require a minimum amount of parking in the areas subject to the transit proximity rules, it is also not discouraging parking. Developments submitted under the rules have been considering market demand and the requirements of financing institutions lending on projects to determine how much parking to build.

Parking A rules also include a requirement for a certain amount of electric “EV Ready” parking spaces in new multi-family or mixed-use developments. These requirements are summarized in Attachment 3. Similar to other Parking A rules, this project will update the Development Code to be congruent with the rules already being applied.

Parking B rules require additional reform not yet completed by the City. This reform is the focus of the current project. The original deadline for compliance with Parking B was June 30, 2023, but the City previously requested and was granted an alternative date of June 30, 2025 for compliance. The granting of the alternative date took into account City staff capacity and alignment with the City’s broader long-range work program. As described on Page 2 of Attachment 1, Parking B requires the City to (1) choose one of three options for parking reform related to minimum parking requirements and (2) institute design regulation improvements for parking areas such as tree canopy requirements citywide.

Additional Details and Options For Parking B Compliance

To help the Council understand the different Parking B minimum parking reform compliance options prior to directing staff on which option to pursue, the table below summarizes how the different options would impact different areas of Wilsonville.

As time and budget allows, the project team will also bring forward concepts for parking management strategies beyond the scope of the Development Code. However, certain parking management strategies will require work outside the scope of the current project. Notably, for a majority of the City subject to the transit-proximity rules under Parking A, there is no difference between the three options. The different areas of the City can be seen on page 3 of Attachment 3.

Parking B Parking Options Related to Different Areas of the City

Area of the City	Option 1	Option 2	Option 3
Majority of City subject to Parking A Transit Proximity rule including Town Center and Frog Pond	No minimum parking required	No minimum parking required	No minimum parking required
Charbonneau and Western 2/3 of Villebois (built-out residential areas) Northwest Industrial Areas	No parking minimums	<ul style="list-style-type: none"> • Able to enforce parking minimums (as modified by Parking A requirements) Implement at least two of the following: <ul style="list-style-type: none"> • Parking spaces leased/sold separately from housing units or leased commercial space (enforced by City) • No more than ½ space per unit required for multi-family • City Tax on revenue from parking spaces • Flexible commute benefit provided by employers with more than 50 employees 	<ul style="list-style-type: none"> • Able to enforce parking minimums (as modified by Parking A requirements) Implement all of the following: <ul style="list-style-type: none"> • No minimum parking required for a variety of specific uses including small sites, vacant buildings, small homes, historic buildings, etc. • No additional parking for changes in use • District management of on-street parking or lease multi-family parking and housing units separately

The Planning Commission recommends pursuing Option 1 for Parking B compliance for the reasons listed below, with which City staff concurs. Option 1 is also consistent with the compliance options chosen by nearby jurisdictions with similar circumstances (see Attachment 4).

- Option 1 would provide for consistent regulations Citywide rather than having different standards for a small subset of the City.

- Option 2 or 3 are not likely to have a substantially different outcome than Option 1 in terms of the amount of parking built for the following reasons:
 - Villebois and Charbonneau are built out or close to built out and not anticipated to significantly change in the next couple decades.
 - In no case can the City require substantially more residential parking than would be allowed under Option 1. The Parking A rules require, regardless of Parking B option, that residential development not require more than 1 space per unit. Also, affordable housing and small units (smaller than 750 square feet) are exempt regardless of the option chosen.
 - Industrial development historically provides ample parking due to market and underwriting requirements. For example, the recent approval of an additional industrial building for the Parkworks Campus was in an area subject to the transit proximity exemption. The application proposed 262 parking spaces. Even without the transit proximity exemption, Parkworks would have only required 191 parking spaces. As another example, the new Precision Countertops headquarters in the Coffee Creek industrial area required 61 parking spaces and proposed 71 parking spaces.
- Options 2 and 3 involve additional regulations and administrative costs with, as explained above, very limited impact. The administrative cost would both be for the City, property owners, and the business community. Implementing unbundling of the sale or lease of parking from the associated residential or commercial use would require substantial staff time to both educate the community and equitably enforce. It would require active management by the property owners to lease them separately. Any new tax, such as the optional tax on parking revenue, would require City staff to administer and enforce, and businesses to provide resources to track and pay. A parking management district as required under Option 3 would also require City staff to administer, patrol, and enforce in cooperation with property owners and businesses.

At this work session Staff seeks to understand if the Council concurs with the recommendation to pursue Option 1, or if the Council sees merit to further explore Option 2 and/or 3.

In addition to code edits to integrate Parking A requirements and the selected Parking B option, Parking B requires reforms related to parking lot design. Attachment 5 provides a high-level overview of the expected Development Code edits regarding these design reforms. Highlights include:

- Add new policies for redevelopment of underutilized parking;
- Update standards around shared parking;
- Add and modify standards to comply with State rules related to tree canopy cover and solar panel development in larger parking areas; and
- Review and potentially update parking maximums.

Based on the feedback previously received from the Planning Commission and tonight’s feedback from City Council, the project team will move forward with drafting code edits and seeking public comment on specific elements of the Development Code amendments. As the project progresses the project team will look at ways to best tailor the parking reforms to the Wilsonville context and community input while complying with State law.

Discussion Question:

- What questions does the City Council have about the reasons (drivers), purpose, and scope of the CFEC Parking Compliance and Standards Reform project?
- Does the City Council concur with the recommendation of pursuing Option 1, remove parking minimums, for the Parking B compliance option, or does the Council see merit in further exploration of Options 2 and/or 3?
- What questions and guidance does the City Council have on the likely needed Development Code updates described in Attachment 3?

EXPECTED RESULTS:

Feedback and guidance on the CFEC Parking Compliance and Standards Reform project, including which parking minimum compliance option to pursue under Parking B reform requirements.

TIMELINE:

The Planning Commission and City Council will consider this over the coming months with final action required by June 30, 2025.

CURRENT YEAR BUDGET IMPACTS:

The consultant work on the project is funded by a \$20,000 grant from the Oregon Department of Land Conservation and Development (DLCD) with the City covering City staff time.

COMMUNITY INVOLVEMENT PROCESS:

Public work sessions will be held by the Planning Commission and City Council in addition to public hearings. A public event is planned within the next couple months 2025 to inform the public of the project and seek input on the code updates.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

More efficient use of land and reduction of impacts on the climate. Compliance will enable clearer standards for development and avoid the confusion of City code that is superseded by conflicting State rules.

ALTERNATIVES:

While alternatives are limited for compliance with some of the State rules, the City will explore available alternatives to best tailor the Development Code updates to Wilsonville’s context.

CITY MANAGER COMMENTS:

N/A

ATTACHMENTS:

1. DLCD Parking Reform Summary (August 9, 2023)
2. City of Wilsonville Guide to Oregon Administrative Rules Superseding Parking Requirements in Wilsonville's Development Code (January 19, 2023)
3. City of Wilsonville Guide to Oregon Statute and Administrative Rules Requiring "Electric Vehicle Ready" Development (May 30, 2023)
4. List of Parking B minimum parking compliance options by nearby cities.
5. Other Parking Reform Analysis (December 27, 2024, updated January 23, 2025)



Parking Reform Summary

August 9, 2023

Rules Implementing

OAR 660-012-0400 through 0450 (see also definitions in 0005 and deadlines and processes in 0012)

Who do the rules apply to, and when is action needed?

The parking reforms apply to the 48 Oregon cities in Oregon's eight metropolitan areas (Albany, Bend, Corvallis, Eugene/Springfield, Grants Pass, Portland Metro, Rogue Valley, Salem/Keizer), and counties in these areas with more than 5,000 people inside the urban growth boundary but outside city limits with urban sewer and water services (Clackamas, Marion, Washington).

Some of the rules have been directly effective since January 1, 2023; others since March 31, 2023. Some rules require local action by June 30, 2023, or an alternative date approved by the department.

Why reform costly parking mandates?

Parking mandates, also known as minimum parking requirements, are a one-size-fits-all approach that ends up hiding the costs of parking in other goods, from housing to business costs to wages. That means the costs of car ownership and use are subsidized, leading people to own more cars and drive more than they would if they were aware of the true costs. Providing 300 square-feet of parking lot for each car that wants a parking spot is a significant cost – in the thousands, and often tens of thousands, of dollars.

Because of the cookie-cutter approach of mandates, parking is often over-built, adding unnecessary costs, while pushing apart buildings and making areas less walkable. That means more driving, and more pollution.

A better approach, one that has been used by communities around the world for decades, is to let the free market provide parking where there is demand. Experience shows lenders usually require sufficient off-street parking, and developers will build it, especially when the on-street parking is properly managed.

How do cities and counties amend their codes to meet the requirements in the rules?

The cleanest path to meet rules requirements is to update local zoning and development codes to meet the requirements in OAR 660-012-0405 through 0415, and repeal all parking mandates. The provisions of 0425 through 0450 do not apply to communities without parking mandates.

Many of the requirements in 0405 through 0415 may already be in city code, as some of those provisions have been required by the Transportation Planning Rules for many years.

If a community prefers to keep some mandates, the provisions in 0425 through 0450 reduce the mandates and the negative impacts of remaining mandates.

Questions?

Evan Manvel
Climate Mitigation Planner
evan.manvel@dlcd.oregon.gov
971-375-5979

Parking A – Reform Near Transit; Certain Uses by December 31, 2022

Apply to development applications submitted after December 31, 2022 (amend code or directly apply these rules)

0430 Cannot mandate more than 1 space/unit for residential developments with more than 1 unit
 No mandates for small units, affordable units, child care, facilities for people with disabilities, shelters

0440 No parking mandates allowed within ¼ mile of rail stations or ½ mile of frequent transit corridors

0410 Electric Vehicle Charging *due March 31, 2023

- New private multi-family residential or mixed-use developments install conduit to serve 40% of units

Parking B – More Reform, Choose an Approach by June 30, 2023 or alternative date

0405 Parking Regulation Improvement

- Preferential placement of carpool/vanpool parking
- Allow redevelopment of any portion of a parking lot for bike or transit uses
- Allow and encourage redevelopment of underused parking
- Allow and facilitate shared parking
- New parking of more than ½ acre must install 40% tree canopy OR solar panels OR fee-in-lieu
- New parking of more than ½ acre must have trees along driveways (or 30% tree coverage)
- Pedestrian connections through large parking lots
- Parking maximums in appropriate locations (in existing TPR)

0415 Provisions Specific to More Populous Cities

- Cities >25,000 in metro or >100,000 outside set certain parking maximums in specified areas
 (additional provisions for 200,000+ population cities, i.e. Portland, are not listed here)

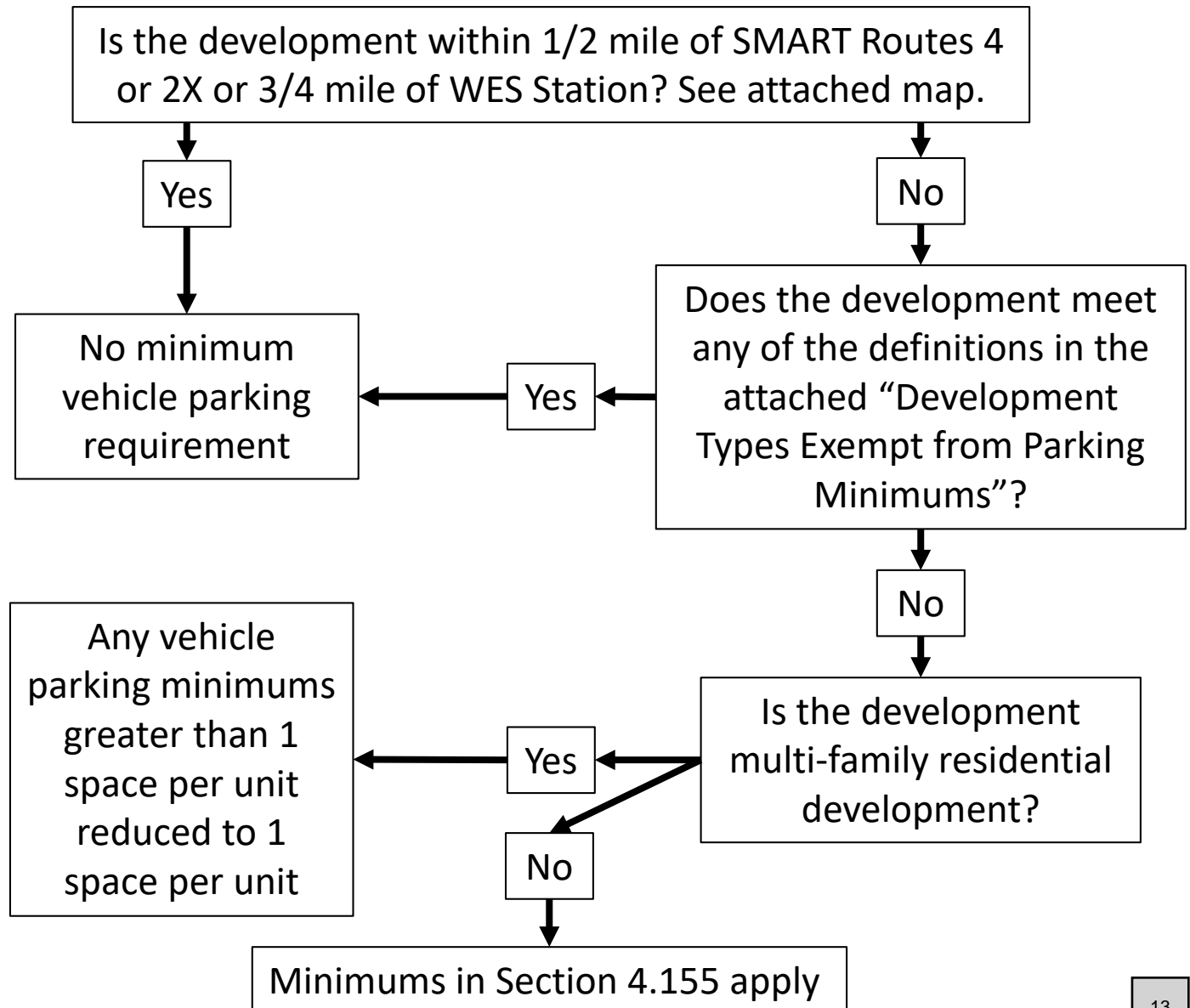
0420-0450 Three options for parking reform

Option 1 660-012-0420	Options 2 and 3 660-012-0425 through 0450	
Repeal parking mandates	Reduce parking burdens – reduced mandates based on shared parking, solar panels, EV charging, car sharing, parking space accessibility, on-street parking, garage parking. May not require garages/carports.	
	Climate-friendly area parking – remove mandates in and near climate-friendly areas or adopt parking management policies; unbundle parking for multifamily units	
	Cities pop. 100,000+ adopt on-street parking prices for 5% of on-street parking spaces by September 30, 2023 and 10% of spaces by September 30, 2025	
No additional action needed	Option 2 enact at least two of five policies	Option 3 all of the below
	1. Unbundle parking for residential units	No mandates for a variety of specific uses, small sites, vacant buildings, studios/one bedrooms, historic buildings, LEED or Oregon Reach Code developments, etc. No additional parking for changes in use, redevelopments, expansions of over 30%. No mandates within ½ mile of climate-friendly areas, Metro 2040 centers. Designate district to manage on-street residential parking, or unbundle parking multi-family.
	2. Unbundle leased commercial parking	
3. Flexible commute benefit for businesses with more than 50 employees		
4. Tax on parking lot revenue		
5. No more than ½ parking space/unit mandated for multifamily development		



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

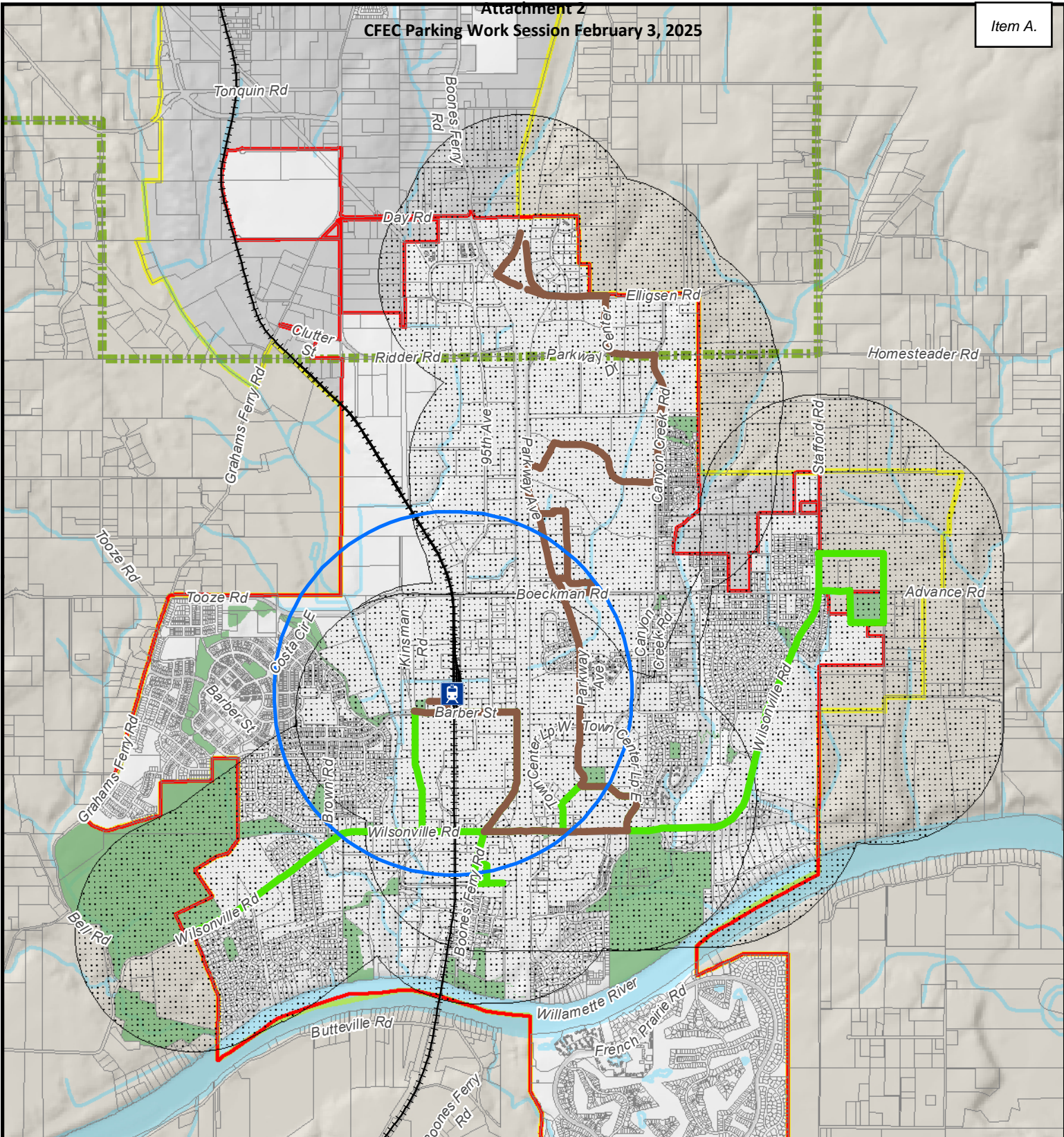
Pursuant to OAR 660-012-0430 and OAR 660-012-0440 certain State rules take precedence over any conflicting parking standards in Wilsonville's Development Code beginning January 1, 2023. In particular, a number of the vehicle parking minimums reflected in Table 5 of Section 4.155 are superseded. Use the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



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

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

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



The City of Wilsonville, Oregon
Clackamas and Washington Counties

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



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



1/6/2023

0 0.25 Miles



Guide to Oregon Statute and Administrative Rules Requiring “Electric Vehicle Ready” Development

House Bill 2180 (2021) ORS 455.417 “HB 2180” requires, effective July 1, 2022, certain new development to provide electrical service capacity for electric vehicles to at least 20% of parking spaces. Providing electrical service capacity includes providing: (A) **necessary electrical service** or designating adequate space for necessary electrical services **and** (B) a **conduit system** from provided or planned electrical service to the required percentage of parking spaces.

OAR 660-012-0410(1) and OAR 660-012-0012(5) “CFEC Rules” require, effective March 31, 2023, the 20% required by HB 2180 be doubled to 40% for new multi-family and mixed use development. Note the statutory 20% requirement is in the Building Code, but the added CFEC Rules 20% is not. It is enforced during land use review.

What Percent of “Electric Vehicle Ready” Spaces is Required for A New Development?

HB 2180 (20% of spaces)

- Private commercial and industrial parking areas

CFEC Rules (40% of spaces)

- Multi-family buildings with 5 or more units
- Mixed-use commercial/residential buildings (5+ units)

Not Required (0% of spaces)

- Other residential buildings
- Public buildings and parking areas

Resources:

[ODOT Transportation Electrification](#)
[ODOT Community Charging Rebates Program](#)
[Oregon Department of Land Conservation and Development Implementation Guidance](#)

CFEC Implementation Choice for Parking B by Jurisdiction

- Option 1 (Waive Parking)
 - Milwaukie
 - Lake Oswego
 - Tualatin
 - West Linn
- Option 2 (2 of 5 Policies)
 - Sherwood
 - Gladstone
- Option 3 (List of Exemptions)
 - Oregon City

(source: City of Happy Valley survey of other jurisdictions, shared via email with City of Wilsonville December 4, 2024, updated January 23, 2025 to reflect Lake Oswego's final decision in December 2024)



Other Required Parking Reforms

Parking Regulation Improvements (OAR 660-012-0405)

New requirements under rule -0405 address any new parking that is developed or redeveloped, and fall under eight broad categories. These are cited below, along with brief notes on potential avenues for Wilsonville to pursue.

Preferential placement of carpool/vanpool parking (660-012-0405(1)(a))

WDC currently requires preferential parking for carpools/vanpools in several scenarios, per 4.155.06. Some clarification and potential small changes will be needed regarding applicability, as the administrative rule requires this preference in “employee parking areas in new developments with more than 50 parking spaces.” Wilsonville’s code generally meets or exceeds these requirements, however 4.155.06.A.1. indicates that preferential carpool/vanpool treatment is required in new commercial/industrial developments with 75 or more parking spaces. This may need to be adjusted to be consistent with the letter of the requirement, although Wilsonville clearly is meeting the spirit of this regulation. We will seek clarification from DLCD.

Allow redevelopment of a portion of a parking lot for bike or transit uses (660-012-0405(1)(b))

WDC 4.155.07 addresses this requirement allowing for redevelopment of parking areas consistent with this rule. However as currently written, parking can only be reduced by “up to ten percent of the minimum required parking spaces for that use.” For areas subject to the Transit Proximity rule under Parking and for any of the remaining area Wilsonville pursues Option 1, the easiest path to compliance would simply be striking that clause. If Options 2 or 3 are selected for the other areas, then this rule will need to be further analyzed.

Allow and encourage redevelopment of underused parking (660-012-0405(2))

To wit, the current code does not currently address potential redevelopment of underused parking. Language will need to be added to allow for this possibility, including information on how to identify underused parking and review processes necessary to win necessary approvals. DLCD’s OAR 660-012-0405 Implementation Guidance from January 2024:

Jurisdictions should enact policies allowing and encouraging conversion of parking spaces in the right-of-way. DLCD encourages jurisdictions to proactively identify underused on-street parking that can be converted to active uses. Nothing in this rule is intended to restrict a jurisdiction’s ability to limit the number of converted spaces in an area or district, retain an appropriate supply of ADA spaces, or to decline requests that may pose a safety hazard...the Department recommends there be minimal or no review required for the act of removing parking spaces.

There are a number of different ways that this code language could be structured; discussing these and the implications for future potential redevelopment will be an important piece of future public engagement.

Allow and facilitate shared parking 660-012-0405(3))

Shared parking is currently addressed within WDC 4.155.02.S, however it applies only to residential contexts, and is heavily tied to minimum requirements in terms of how it allows for shared parking. This section will need to be rewritten to remove references to minimums and otherwise encouraging and facilitating shared parking.

Tree canopy, solar, or fee-in-lieu, for parking more than ½ acre 660-012-0405(4)(a))

This is perhaps the most impactful requirement of Rule -0405 in the context of Wilsonville. Even with removal of minimums, parking areas are likely to accompany any development or redevelopment in Wilsonville, and this requirement will shape what those areas look like and their impact to the overall sense of place.

To come into compliance, Wilsonville must require at least one, or any combination, of the following:

- A) Require installation of solar panels capable of generating 0.5 kilowatts per new parking space;
- B) Require a fee-in-lieu payment of \$1,500 per new parking space to be invested in a city, county, or state fund dedicated to renewable energy development; or
- C) Require a tree canopy covering 40% of the parking lot.

While Wilsonville currently requires a tree canopy for parking areas, the current language appears to fall short of the 40% requirement, although Wilsonville’s code does appear to exceed the requirements here in other ways. There are a number of other elements of Wilsonville’s landscaping requirements that staff have indicated are working well, so these will be retained while clarifying coverage requirements and definitions to ensure compliance with this rule.

The City does not currently allow for solar panels in addition to or in lieu of landscaping requirements, nor is there a fee-in-lieu program in place as an alternative. Whether or not to allow for one or both of these may be another area where the City can seek input from the public, and has been a ripe area for conversation in other cities given the importance to the future character of development.

New parking more than ½ acre must have trees along driveways or 30% coverage (660-012-0405(4)(b))

As above, Wilsonville currently has fairly robust landscaping requirements and can meet the letter of this rule via fairly modest adjustments to existing language (primarily WDC 4.155.03.B). The requirement can be met simply by meeting the 40% tree canopy requirement from the previous section, or by requiring 30% tree coverage under the same standards while meeting the previous requirement via the solar or fee-in-lieu path.

This requirement can also be met by providing “continuous coverage” of driveways, while drive aisles would not require coverage. DLCDC Implementation Guidelines define differences between driveways and drive aisles and intend to give jurisdictions flexibility in meeting this requirement, so similar definitions can be added to WDC to ensure compliance with this option if chosen.

Pedestrian connections through large parking lots (660-012-0405(4)(c))

Wilsonville currently addresses pedestrian connections in parking lots via WDC 4.154. The OAR includes specificity on destinations to connect via walking paths – building entrances, existing or planned public walkways, transit stops, and accessible parking spaces – that should be added to WDC 4.154 for clarity, but the existing code otherwise appears to meet this requirement.

Parking maximums in appropriate locations (660-012-0405(5))

This rule, intentionally worded very loosely, requires implementation of parking maximums in “appropriate locations, such as downtowns, designated regional or community centers, and transit-oriented developments.” Since Wilsonville currently has citywide parking maximums, it currently meets this requirement with no further adjustments, although some of the specific maximums will need to be adjusted to come into compliance with OAR 660-012-0415, described below.

Electric Vehicle Charging (OAR 660-012-0410)

Rule -0410 calls for new private multi-family residential or mixed-use developments with five or more residential dwelling units to install conduits to serve 40% of vehicle parking spaces.

Currently, Wilsonville’s code allows for EV charging and parking per 4.155.03.H, however the provisions do not meet the 40% requirement. This section will need to be written to conform to the letter of Rule -0410, eliminating references to minimum requirements and adding the 40% requirement to WDC 4.144.03.H.1. The City may elect to retain WDC 4.144.03.H.2, allowing for addition of EV charging infrastructure outright, for clarity. Meeting this requirement is largely prescriptive; however if Wilsonville seeks to encourage growth of EV charging infrastructure within its parking system beyond the 40% conduit requirement, this is an area that could benefit from the outreach initiatives.

Parking Maximums (OAR 660-012-0415)

Cities with 25,000 people or more within the Portland metro area are subject to rule -0415(1), which requires implementation of certain maximum parking requirements within the transit corridors and rail stop areas listed in OAR 660-012-0440, as described above. The State uses figures from the Portland State University Population Research Center to determine applicability. These data show Wilsonville’s 2023 population at 27,634, so it will be subject to this requirement.

As discussed above, Wilsonville currently has maximum requirements specified for a number of uses via WDC 4.155 Table 5. However, many of these are set higher than Rule -0415 allows, so Wilsonville will need to reduce maximums for commercial uses to no more than five stalls per 1,000 s.f., and implement maximums for multifamily residential uses within ½ mile of transit. Additionally, a new regulation is required stipulating that for developments of more than 65,000 s.f., surface parking may not consist of more area than the floor area of the building.

The key decision to be made here is whether to implement these maximums only in the areas required (likely through an additional table and/or code section), or to amend Table 5 to apply these new maximums citywide. As with Rule -0400, most of Wilsonville’s developable area meets the State’s applicability standards regarding proximity to transit, triggering the maximum requirements. However, unlike with removing minimums, it would be simpler in practice to implement maximums within only affected areas, since no alternative action would be required. Additionally, the requirement to implement maximums for multifamily residential appears only to apply to areas within half a mile of the SMART bus lines and NOT the ¾ mile circle surrounding the WES station (we will seek clarification of that from DLCD).

The approach to take here, and the implications of enacting citywide maximums versus limiting maximums to only the required areas, are another potential area of focus for upcoming outreach process.

Bicycle Parking Requirements (OAR 660-012-0630)

Lastly, several new requirements regarding bicycle parking are introduced via Rule -0630. These fall under four categories, summarized below.

Minimum bicycle parking requirements for certain uses (660-012-630(2))

WDC 4.155 Table 5 specifies bicycle parking requirements, and includes a minimum requirement for all uses specified by this rule. The code is currently in compliance and no changes are needed here.

Covered bicycle parking required for multifamily and mixed-use residential (660-012-630(3))

In addition to requiring some minimum number of parking spaces above, this rule stipulates that cities must require at least 0.5 stalls per unit in *covered* bicycle parking. WDC 4.155.04.C appears to meet this requirement, requiring half of the one-per-unit minimum from Table 5 to be covered (as well as monitored). No changes are needed or recommended here.

Bike parking must meet certain standards regarding security and accessibility (660-012-630(3))

This is another rule that has provisions that seem to intentionally allow for some flexibility and interpretation from cities when implementing. WDC 4.155.04 is fairly robust and adequately addresses requirements regarding the size of spaces, accessibility, and location. A few specific items will need to be added to meet the letter of this rule, including a requirement that stalls allow for two points to which to lock (or be in a locked room), and a provision to allow for cargo bikes or family bikes.

Provide parking for bikes and other "small-scale mobility devices" at key destinations (660-012-630(4))

Again, this rule is vague and includes only a requirement that cities "provide for" bike/small-scale mobility devices without detail on how to do so. While Wilsonville does not include Metro Region 2040 centers or climate-friendly areas, it does include a number of "key destinations" per OAR 660-012-360. Many or most already require minimum bike parking as described above, so no significant changes are needed here. By and large, this rule will impact Wilsonville's future right-of-way management and parking planning but does not appear to require a code provision at present for Wilsonville to come into compliance. We will seek clarification from DLCD on this as well.



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: February 3, 2025		Subject: Climate Action Plan	
		Staff Member: Kerry Rappold, Natural Resources Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Provide input on the proposed Climate Action Plan and planning process.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Develop a climate inventory and gap analysis of city practices and operations and engage the community to build awareness of climate friendly practices.	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

The City Council goals for fiscal year (FY) 2023-2025 include developing a Wilsonville climate action plan. Staff will provide an overview of the planning process for the Climate Action Plan.

EXECUTIVE SUMMARY:

In August, staff and the consultant (Sustainability Solutions Group - SSG) kicked off the planning process for the Climate Action Plan (CAP). The CAP provides a roadmap for achieving net-zero greenhouse gas (GHG) emissions and will include the following steps in developing the plan:

1. Context review: The review of key strategic documents to understand Wilsonville’s city and climate planning, as well as state legislation and other climate plans.
2. Data input and GHG inventory: The inventory will include the energy use and emissions within Wilsonville’s city boundaries, and an update and refinement of data and modeling previously completed for the Clackamas County Climate Action Plan.
3. Model calibration: The calibration will identify the activities producing GHG emissions by sector and target emission reduction measures for specific activities.
4. Business-as-Usual (BAU) and Business-as-Planned (BAP) scenarios: The BAU scenario will provide the annual energy consumption and emissions through 2050 by traffic zones and neighborhoods across the city. The BAP scenario will reflect the additional impact on energy use and emissions of key county, state, and federal policies.
5. Strategies and actions: A list of “low carbon” actions and policy options will be identified and refined for geographic rollout, equity improvement, and to optimize co-benefits for the city.
6. Draft low-carbon scenario: The selected set of “low carbon” actions will be modeled for their energy and emissions impacts between the baseline and target years. The scenario will include year-over-year energy and emissions projections associated with implementation of the emission reduction actions.
7. Final low-carbon (best fit) scenario: The final scenario will outline how the City can achieve its emission reduction targets in relation to existing policies, regulations, plans, and investments, and will provide a viable, sector-by-sector action pathway for reducing community emissions.
8. Draft and final plans: The CAP will include the following information:
 - a. Descriptions of local context, existing conditions, targets, and legislation that will affect climate action in Wilsonville.
 - b. Identify key expected impacts of climate change to local conditions in Wilsonville in future decades.
 - c. Outline the community’s projected energy use and emissions in the BAU, BAP and “low carbon” scenarios, and provide a clear pathway of the modeled actions, and the timeline to achieve a net-zero future in Wilsonville.
 - d. An appendix with data, methods, and assumptions.

In addition to the Planning Commission and City Council, a staff advisory committee, comprised of members from Community Development, Public Works, Parks and Recreation, SMART, and Finance, will provide input during the planning process.

On January 8, staff discussed the draft low carbon actions with the Planning Commission. In addition, a public open house was held on January 16, and a business and industry survey has been posted on Let's Talk, Wilsonville! Staff will summarize the input received from the Planning Commission, Wilsonville residents, and businesses. At this meeting, staff will present the greenhouse gas inventory, BAU and BAP scenarios, and draft low carbon actions.

Discussion Questions:

1. Do you have any questions about the greenhouse gas inventory and the planning scenarios?
2. Are there specific low carbon actions you would like to see included?

EXPECTED RESULTS:

The completion and adoption of a Climate Action Plan which will focus on reducing the community's GHG emissions, and how these changes can also increase resilience.

TIMELINE:

Staff will present the draft and final plans to the City Council for specific input and final adoption by spring 2025.

CURRENT YEAR BUDGET IMPACTS:

The amended Fiscal Year 2025 Wilsonville budget includes \$105,000 in general funds as part of capital improvement project #3007 - Climate Action Plan.

COMMUNITY INVOLVEMENT PROCESS:

Community involvement and public outreach will be a key component of the project. Staff welcomes input from the Council on public engagement activities for the CAP process. A "Let's Talk, Wilsonville!" site has been set up for the project, which included community and business surveys. A public open house was held on January 16, 2025.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Climate change has the potential to affect the lives and livelihoods of every resident. Developing a Wilsonville Climate Action Plan will provide the opportunity to explore options for reducing greenhouse gas emissions and identifying actions that address climate change.

ALTERNATIVES:

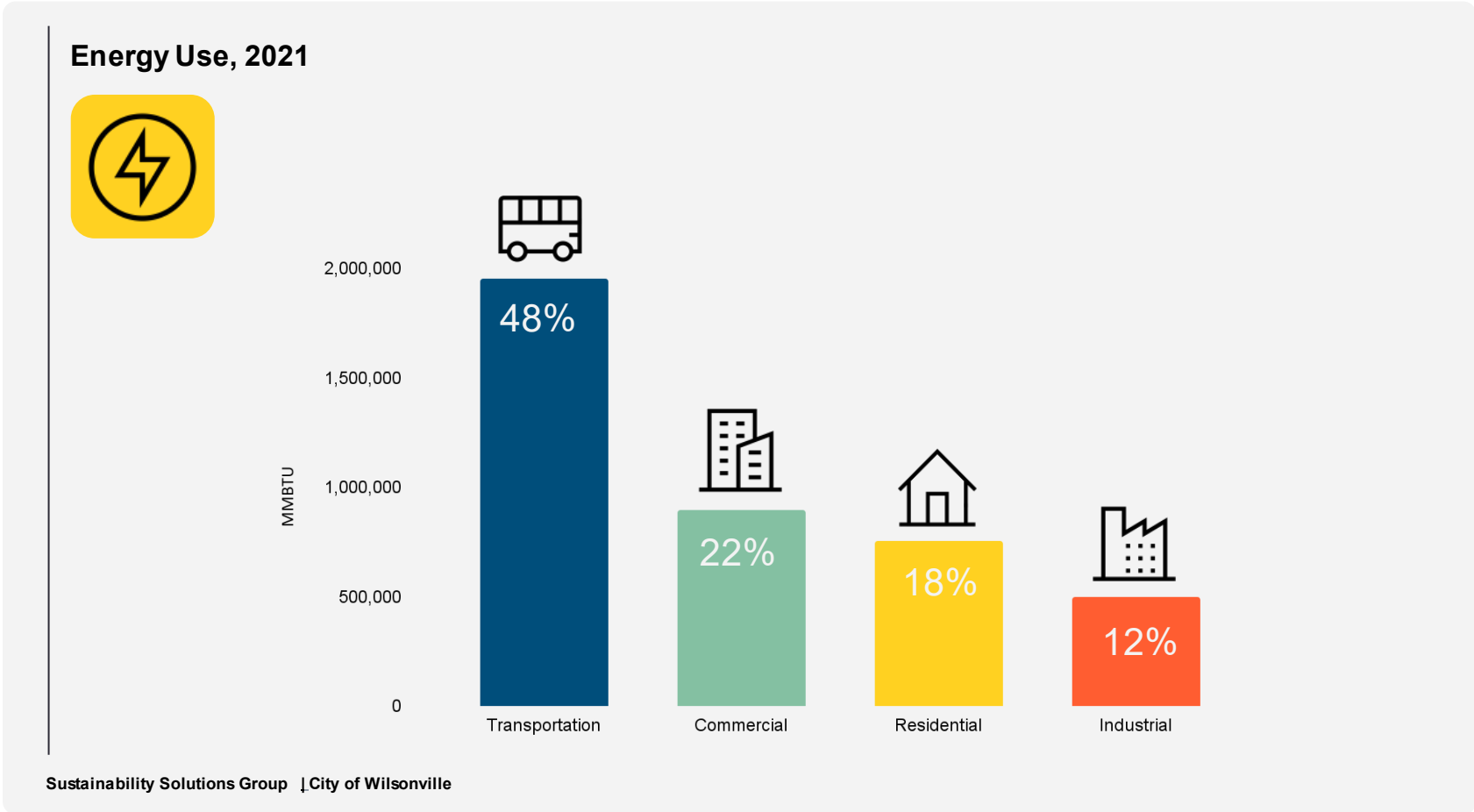
City Council may suggest the addition, modification, or removal of low carbon actions for further consideration in the Climate Action Plan. In addition, the City Council could decide to rely on existing policies, programs, and outreach to meet the City Council goal.

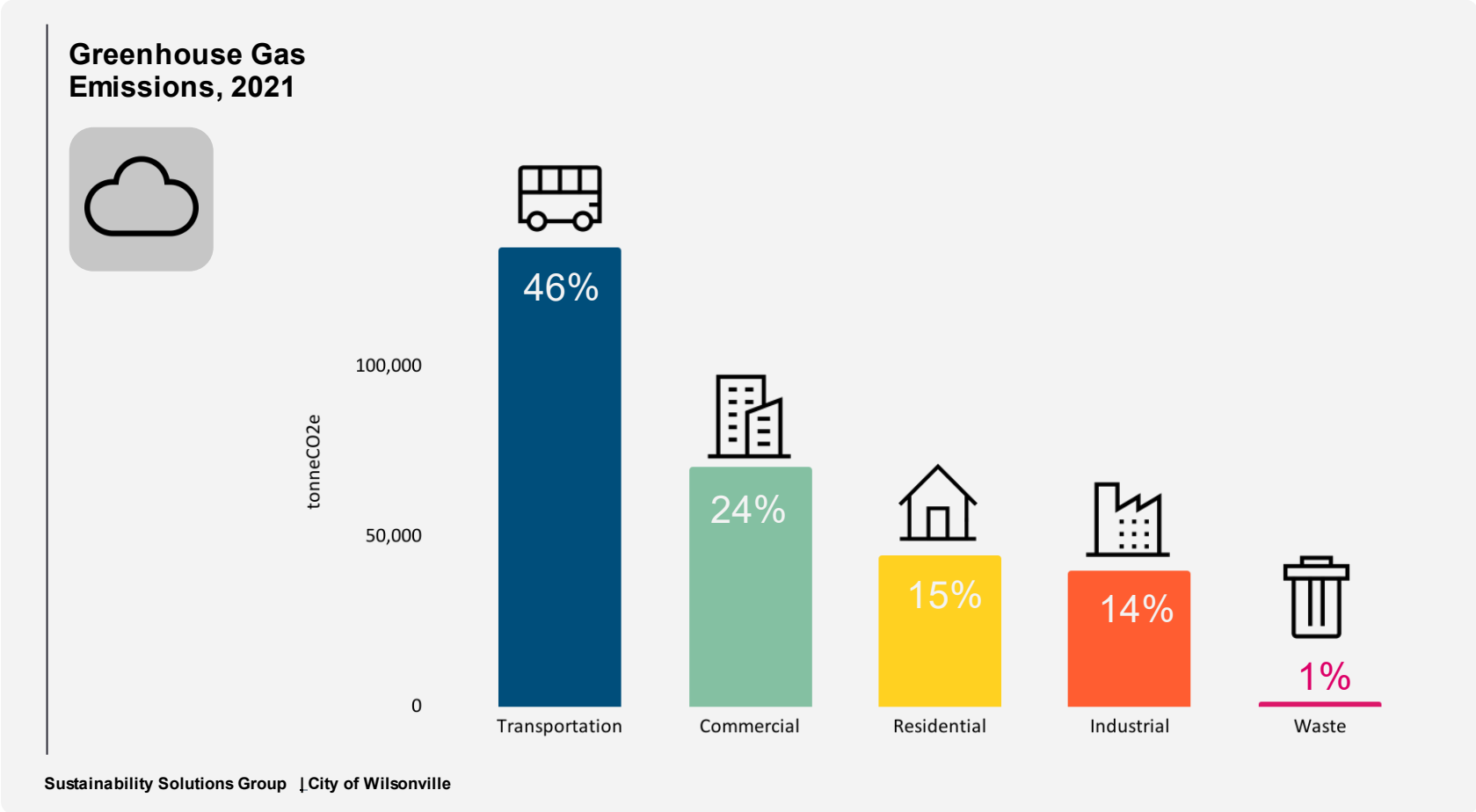
CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. GHG Inventory, BAU and BAP scenario assumptions, and draft low carbon actions





Business-as-Usual, Business-as-Planned, and Low-Carbon Scenario Assumptions

Assumptions by Scenario				
Category	BAU Assumptions	BAP Assumption	LCS Assumption	Source(s)
Climate				
Changes in Climate	- Decrease in Heating Degree Days from 6,200 to 5,600 by 2050 - Increase in Cooling Degree Days from 200 to 350 by 2050	Same as BAU	Same as BAU	Climate Explorer, National Environmental Modeling and Analysis Center
Demographics				
Population Growth	- Increase by 14% between 2019 and 2039 - 3,373 new residents and 1,752 new households	Same as BAU	Same as BAU	Equitable Housing Strategic Plan (2020)
Employment Growth	- Increase from 20,091 jobs in 2015 to 27,207 jobs in 2040	Same as BAU	Same as BAU	Oregon Department of Transportation
Energy				
Grid Emissions Factor	- Existing emissions factor - PG&E's 2018 power mix: 2018 Power Mix. -- Renewable - 39% -- Nuclear - 34% -- Natural gas and other fuels - 15% -- Large hydro - 13%	Reduction in emissions from electricity grid 80% reduction by 2030, 90% reduction by 2035 and 100% reduction by 2040 relative to baseline	Same as BAP	Oregon's Clean Energy Bill (2021)
Renewable Energy Procurement	- Wilsonville continues to purchase renewable energy for community to meet EPA's Green Power Communities program's requirements that 10% of the community's electricity to come from green sources-	Same as BAU	TBD.	City of Wilsonville
Buildings				
New Building Performance	Existing building standards.	Improvements to residential and commercial building codes every 5 years Begins with 8.5% energy efficiency gains in 2024 over 2019, with an additional 5.7% gain in 2028, with new code gains at ⅓ of previous gain	TBD.	State of Oregon
Existing Building Performance	Existing building performance.	1.5% of existing stock is weatherized each year, resulting in a 15% improvement per building	TBD.	Oregon's Healthy Homes Repair Fund
Transportation				
Electrify Light-Duty Vehicles	- Existing vehicle population - Proportion of vehicles in Oregon, 2022 -- Electric Vehicles - 1.2% -- Plug-in Hybrid Electric - 0.6% -- Hybrid Electric - 3.7% -- Other - 94.5%	By 2035, all new passenger cars, SUVs, and light-duty pickup trucks must either be battery electric or plug-in hybrid electric vehicles	TBD.	Oregon's Clean Car Standards; Alternative Fuels Data Centre
Electrify Medium & Heavy-Duty Vehicles	Existing vehicle population.	- An increasing percentage of new medium- and heavy-duty vehicles must be ZEVs beginning in 2025 - Ranges from 7% in 2025 to 75% in 2035, depending on the vehicle class	TBD.	Oregon's Clean Truck Rules
Fuel Standards	Existing fuel standards.	The average carbon intensity of gasoline and diesel decreases by 20% by 2030, and by 37% by 2035 relative to 2016	Same as BAP	Oregon's Clean Fuels Program
Replace transit buses	Existing transit buses.	Replace all buses with alternative fuelled vehicles (electric, compressed natural gas) by 2028 - 5 CNG Buses - 5 Electric Buses	TBD.	SMART Climate Action Plan
Mode shift	Current mode share will be extracted from the Oregon Metro four-step trip based travel behavior model once the Wilsonville model is calibrated.	Use the walking, cycling, and transit mode shares from the Oregon Metro four-step trip based travel behavior model. Data was provided for 2015, 2027 and 2040	Metro has identified performance targets for non-driving mode share percentages, which is to triple the walking, biking, and transit mode shares by 2040 compared to 2015.	Replica, from Wilsonville Performance Update 2023; Transportation Master Plan, SMART Climate Action Plan, SMART Safe Routes
Land Use				
Building Growth	- Demand for 2,476 new homes between 2019 and 2039, including 990 multi-family, 1,238 single family detached, and 248 single family attached	Same as BAU.	TBD.	Equitable Housing Strategic Plan (2020)
Tree Canopy	- Existing tree canopy coverage: 30% - 25,954 street trees	Increase tree canopy by 6% to 36% by 2046 by planting 27,000 new trees	TBD.	Urban Forest Management Plan

Draft Low Carbon Actions

**Draft Actions
for Wilsonville**


30% of new housing developed in Town Center




Retrofit buildings to achieve 50% thermal savings & 10% plug load savings




25% of new buildings are net-zero by 2030, and 50% by 2040



90% of existing buildings have air source heat pumps by 2040



100% of new buildings include solar PV* by 2035



30% of customers procure carbon-free electricity by 2030



Draft Low Carbon Actions

**Draft Actions
for Wilsonville**

**100% of new
light-duty
vehicles electric
by 2035**



**100% of new
heavy-duty
vehicles electric
by 2040**



**Mode shift to:
8% carpool,
14% walk, 12%
bike, 16% transit
by 2040**



**100% of RNG
potential captured
at wastewater
treatment facility
by 2040**



**50% of organic
waste reduced or
diverted from
landfill by 2030**



**20% reduction in
industrial energy
use**



**Or access to
renewable energy*

Proclamation
Wilsonville Wildcats Week
Feb. 3-9, 2025

WHEREAS, Wilsonville residents honor the faculty and administration of Wilsonville High School for providing a well-rounded education that includes extra-curricular activities that aid in the development of life skills, and;

WHEREAS, The Wilsonville Wildcats Girls Varsity Soccer team is representative of the High School's commitment to sportsmanship, excellence and personal development, and;

WHEREAS, The Wildcats have displayed considerable skills in the classroom, where the team achieved a cumulative grade point average of 3.77 and had 15 players earn recognition as Oregon School Activities Association (OSAA) scholar-athletes, and;

WHEREAS, The 2024 Wildcats ended the season with nine straight wins to finish with an overall record of 14 wins and 5 losses in 19 matches, and;

WHEREAS, The team went 7-1 in league play, with six shutouts, to finish second in the Northwest Oregon Conference (NWOC), and;

WHEREAS, Wilsonville scored 56 goals and allowed just 19, and outscored their foes 45-5 over the final 12 games, and;

WHEREAS, Head Coach Alex Boehm was named Oregon's 5A Coach of the Year for the third straight season, and;

WHEREAS, Junior Camryn Schaan was named Oregon 5A Player of the Year, leading the Wildcat offense with a team-high 21 goals and 14 assists, including two goals in the State Championship game to earn Player of the Game honors, and;

WHEREAS, Goalkeepers Kaia Hix and Scout Dennis, supported by excellent team defense, recorded 10 shutouts, including two in post-season play, and;

WHEREAS, Ten players received NWOC "all-league" honors: Camryn Schaan, Justine Sheets, Shea Moomaw, and Tegan Waters (first-team), Brooklyn Bybee (second-team), Kate Kleinke, Kaia Hix, Kiah Fee, Lyla Johnson, and Reese Holsey (honorable mention), and;

WHEREAS, Four players received "all-state" honors: Camryn Schaan and Tegan Waters (first-team), Justine Sheets and Shea Moomaw, (second-team), and;

WHEREAS, On Saturday, November 16, 2024, the Wilsonville High School Girls Varsity soccer team earned its fourth straight 5A State Championship with a 4-1 win over Bend, becoming only the fifth school in state history to win four straight titles, and;

WHEREAS, The Wildcats Girls Varsity soccer team displayed exemplary sportsmanship and season-long excellence to secure this historic championship. Their success as superior student-athletes generated positive attention, excitement and community pride, while serving as an example and inspiration to the Wilsonville community.

**NOW, THEREFORE, the Wilsonville City Council proclaims
Feb. 3-7, 2025, as: "WILSONVILLE WILDCATS WEEK"**

The Wilsonville City Council commends the passion, resilience, and sportsmanship demonstrated by Wilsonville High School students, parents, and community members; and we congratulate the members of the 2024 Wildcats Girls Varsity Soccer team for winning a fourth straight State Championship.

IN WITNESS WHEREOF, We set our hands and cause the seal of the City of Wilsonville to be affixed this 3rd day of February, 2025.

Mayor Shawn O'Neil

Council President Caroline Berry

Councilor Katie Dunwell

Councilor Adam Cunningham

Councilor Anne Shevlin

CITY COUNCIL ROLLING SCHEDULE
Board and Commission Meetings
Items known as of 12/31/2024

February

2/10	Monday	6:30 pm	DRB-A	Council Chambers
2/11	Tuesday	6:00 pm	Diversity, Equity & Inclusion Committee	Council Chambers
2/12	Wednesday	6:00 pm	Planning Commission	Council Chambers
2/12	Wednesday	6:00 pm	Kitakata Sister City Advisory Board	Parks & Rec Admin.
2/20	Thursday	5:00 pm	Work Session & City Council	Council Chambers
2/24	Monday	6:30 pm	DRB-B	Council Chambers
2/26	Wednesday	6:30 pm	Library Board	Library

Community Events:**February**

Black History Month

- 2/1 Tiny Art Show kits available (while supplies last), Starts 2/1/2025
- 2/4 Piecemakers Quilters, 9:00 am, Tauchman House
 Ukulele Jam, 9:30 am, Parks & Rec Admin. Bldg
 Intermediate English, 10:00 am, Library
 ODHS Drop-In Assistance, 10:00 am, Library
 Baby & Toddler Time, 10:30 am, Library
 Baby & Toddler Time, 11:15 am, Library
 Lunch at the Community Center, 12:00 pm, Community Center
 Partners Bridge, 12:30 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Oil Painting: Misty Crimson Sunrise 5:30 pm
 Barre Tone, 5:45 pm, Community Center
 Soul Flow Yoga, 7:15 pm, Community Center
- 2/5 Winter Walk+Roll to School Day, All Day
 Healthy Bones and Balance, 8:30 am, Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Community Center
 Digital Photography Club, 10:00 am, Community Center

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

- 2/5 Family Storytime, 10:30 am, Library
 Profiles, 11:00 am, Online
 Sit, Stand and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
 Bingo, 1:00 pm, Community Center
 Wilsonville Historical Society, 1:00 pm, Community Center
 Teen Afterschool Drop-In Activities, 3:00 pm, Library
 Core Floor & More + Stretch Session, 6:00 pm, Community Center
- 2/6 I-5 Connection Chorus Group, 10:00 pm, Community Center
 Improving Your Bridge, 10:00 am, Community Center
 Family Storytime, 10:30 am, Library
 Ladies Afternoon Out, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
- 2/7 Healthy Bones and Balance, 8:30 am, Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Community Center
 WIC Pop-Up Clinic, 10:00 am, Library
 Play Group, 10:30 am, Library
 Conversational Spanish Group, 10:30 am, Community Center
 Sit, Stand, and Be Fit, 11:00 am, Community Center
 Bridge Group Play, 11:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 WIC Pop-Up Clinic, 1:00 pm, Library
 First Friday, 3:00 p.m., Library
- 2/8 Soccer Shots, 9:00 am, Wilsonville Memorial Park (outdoors), Community Center (indoors)
 Book Notes Concert, 2:00 pm, Library
 Protect the Middle Burner (TCM) & Enhance Vitality (Psychophysiology: Exploring Body<>Mind Connections Lecture Series), 3:00 pm, Parks & Rec Admin Bldg.
- 2/9 The Hunt for Cupid's Hearts, Ends 2/9/2025
 Meditative Watercolor, 12:00 pm, Parks & Rec Admin Bldg.
- 2/10 Life 101 Lecture Series: Estate Planning, 10:30 am, Community Center
 Sit, Stand and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Creative Corner, 2:00 pm, Library
 TAB meeting, 6:30 pm, Library
 Body Sculpt, 6:00 pm, Community Center

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

- 2/11 Piecemakers Quilters, 9:00 am, Tauchman House
 Ukulele Jam, 9:30 am, Parks & Rec Admin. Bldg
 Intermediate English, 10:00 am, Library
 ODHS Drop-In Assistance, 10:00 am, Library
 Medicare 101, 10:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Partners Bridge, 12:30 pm, Community Center
 Art Club, 1:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Barre Tone, 5:45 pm, Community Center
 Soul Flow Yoga, 7:15 pm, Community Center
- 2/12 Pinochle/Cribbage, 1:00 pm, Community Center
 Teen Afterschool Drop-In Activities, 3:00 pm, Library
 Core Floor & More + Stretch Session, 6:00 pm, Community Center
 Meditation Workshops, 7:15 pm, Community Center
- 2/13 I-5 Connection Chorus Group, 10:00 pm, Community Center
 Improving Your Bridge, 10:00 am, Community Center
 Ladies Afternoon Out, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
- 2/14 Library Birthday – Fine Forgiveness, All Day
 Healthy Bones and Balance, 8:30 am, Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Community Center
 WIC Pop-Up Clinic, 10:00 am, Library
 Thanks for Reading with Me! Celebrating Dolly Parton’s Imagination Library, 10:30 am
 Conversational Spanish Group, 10:30 am, Community Center
 Sit, Stand, and Be Fit, 11:00 am, Community Center
 Bridge Group Play, 11:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 WIC Pop-Up Clinic, 1:00 pm, Library
- 2/15 Soccer Shots, 9:00 am, Wilsonville Memorial Park (outdoors), Community Center (indoors)
 Oil Painting: Silver Falls, 10:00 am, Parks & Rec Admin Bldg.
 Spanish Storytime, 11:00 am, Library
 Lunar New Year Grand Finale with Fun Activities, 2:00 p.m., Library
 Increase Neuroplasticity & Manage Mood Disorders (Psychophysiology: Exploring Body<>Mind Connections Lecture Series), 3:00 pm, Parks & Rec Admin Bldg.

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

- 2/16 Meditative Watercolor, 12:00 pm, Parks & Rec Admin Bldg.
- 2/17 City Offices Closed in Observance of Presidents Day
Lunch at the Community Center, 12:00 pm, Community Center
Body Sculpt, 6:00 pm, Community Center
- 2/18 Piecemakers Quilters, 9:00 am, Tauchman House
Ukulele Jam, 9:30 am, Parks & Rec Admin. Bldg
Intermediate English, 10:00 am, Library
ODHS Drop-In Assistance, 10:00 am, Library
Baby & Toddler Time, 10:30 am, Library
Baby & Toddler Time, 11:15 am, Library
Lunch at the Community Center, 12:00 pm, Community Center
Partners Bridge, 12:30 pm, Community Center
ODHS Drop-In Assistance, 1:00 pm, Library
Virtual Reality Fitness, 1:00 pm, Community Center
Beginning Tai Chi, 2:00 pm, Community Center
Tai Chi Continuing, 3:00 pm, Community Center
Barre Tone, 5:45 pm, Community Center
Soul Flow Yoga, 7:15 pm, Community Center
- 2/19 Healthy Bones and Balance, 8:30 am, Community Center
Advanced Healthy Bones and Balance, 9:30 am, Community Center
Digital Photography Club, 10:00 am, Community Center
Family Storytime, 10:30 am, Library
Sit, Stand and Be Fit, 11:00 am, Community Center
Lunch at the Community Center, 12:00 pm, Community Center
Pinochle/Cribbage, 1:00 pm, Community Center
Bingo, 1:00 pm, Community Center
Teen Afterschool Drop-In Activities, 3:00 pm, Library
- 2/20 I-5 Connection Chorus Group, 10:00 pm, Community Center
Improving Your Bridge, 10:00 am, Community Center
Family Storytime, 10:30 am, Library
Ladies Afternoon Out, 1:00 pm, Community Center
Beginning Tai Chi, 2:00 pm, Community Center
Tai Chi Continuing, 3:00 pm, Community Center
- 2/21 Tiny Art Show kits available (while supplies last), Ends 2/21/2025
- 2/28 Winter Reading Challenge, Ends 2/28/2025

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



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: February 3, 2025		Subject: Resolution No. 3175 Authorizing the City Manager to execute a Professional Services Agreement with Brown and Caldwell to Provide Engineering Consulting Services for the Wastewater Treatment Plant Backup Ultraviolet System Replacement Project (CIP No. 2109) Staff Member: Mike Nacrelli, PE, Senior Civil Engineer Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): WWTP Master Plan 2023 – Project #7	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Professional Services Agreement (PSA) with Brown and Caldwell in the amount of \$652,049 for the Wastewater Treatment Plant (WWTP) Backup Ultraviolet (UV) System Replacement (Project), Capital Improvement Project (CIP) No. 2109.

EXECUTIVE SUMMARY:

This project implements the replacement of the backup Ultraviolet (UV) disinfection system at the Wastewater Treatment Plant (WWTP) identified in the 2023 Wastewater Treatment Plant Master Plan. The backup UV system (installed in 1993) has failed and is no longer supported by the vendor and therefore needs to be replaced. Replacing this failed backup system is critical to providing redundancy and reliability for the disinfection of treated wastewater effluent to protect public health and the environment.

Staff issued a Request for Proposals (RFP) in August 2024 for professional engineering services for the Project, including design, construction document preparation, bidding assistance, and construction administration and inspection. One proposal was received by the September 19, 2024 due date. Staff evaluated the submitted proposal and determined that Brown and Caldwell was qualified to perform engineering consulting services for the Project.

EXPECTED RESULTS:

The Project will provide system redundancy and capacity expansion for disinfection processes at the City WWTP, to meet applicable discharge permit requirements for treatment of existing and future wastewater flows.

TIMELINE:

The design phase of the Project is scheduled to be completed by March 2026, with construction anticipated for completion by December 2027.

CURRENT YEAR BUDGET IMPACTS:

The amended budget for Fiscal Year 2025 includes \$269,603 in Wastewater Operating funds for capital improvement project (CIP) #2109. The contract amount for engineering services is \$652,049. The Project is included in the City's five-year capital improvement plan and will carry into subsequent fiscal years.

COMMUNITY INVOLVEMENT PROCESS:

Staff will provide regular Project updates on the City's web site, as the project progresses.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Treated wastewater effluent disinfection is essential to protecting public health and the environment, in accordance with state and federal requirements. This Project will ensure adequate wastewater disinfection capacity now and into the future, serving anticipated growth through the year 2045.

ALTERNATIVES:

The Project will analyze alternative suppliers of UV disinfection systems to determine the best product to meet the City's current and future wastewater treatment needs.




CITY MANAGER COMMENT:

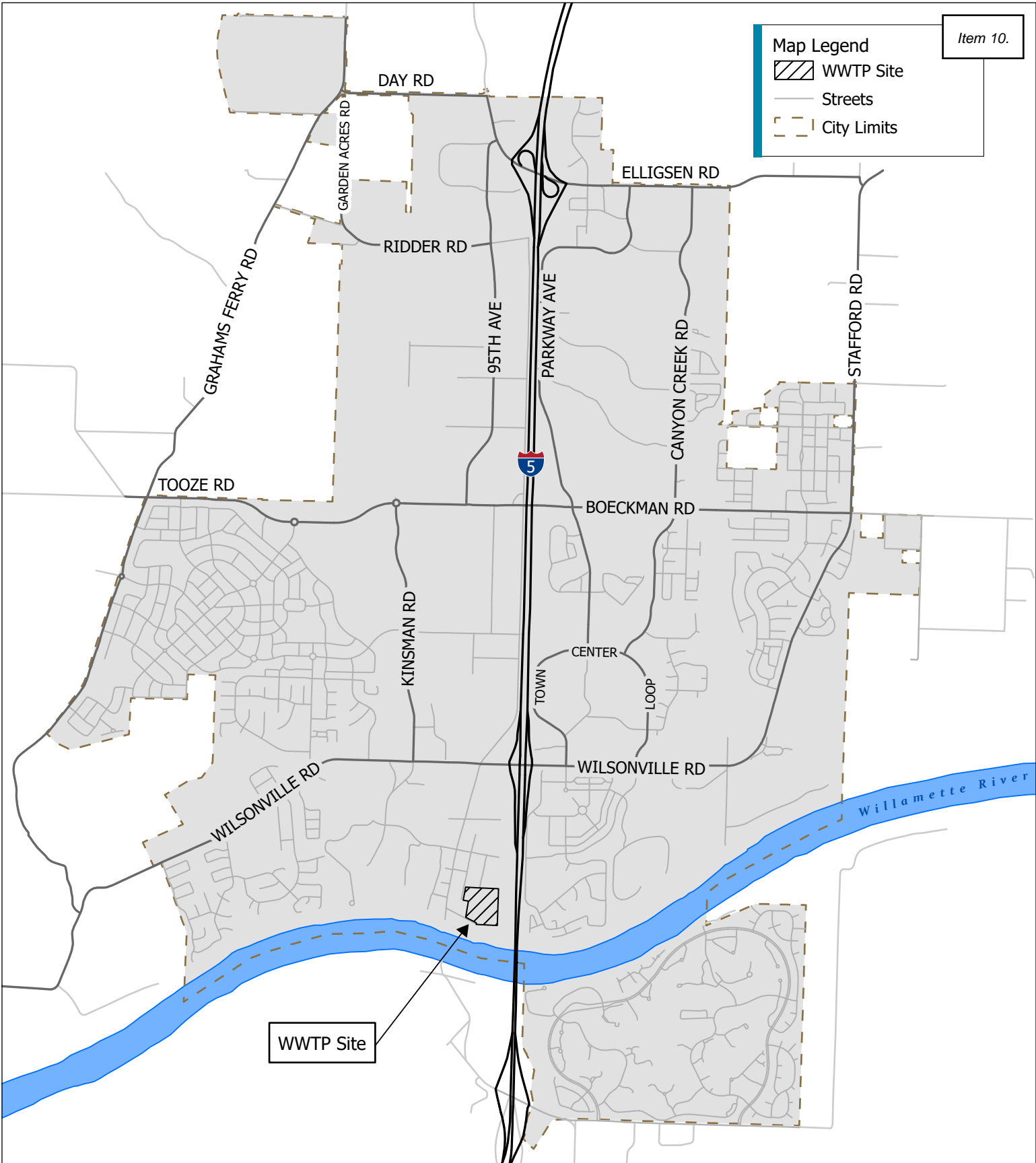
N/A

ATTACHMENTS:

1. Location Map
2. Resolution No. 3175
 - A. WWTP Backup UV System Replacement Professional Services Agreement

Map Legend

-  WWTP Site
-  Streets
-  City Limits



Attachment 1

WWTP Backup UV System Replacement

Location Map

Disclaimer

This project is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



RESOLUTION NO. 3175

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BROWN AND CALDWELL TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE WASTEWATER TREATMENT PLANT BACKUP ULTRAVIOLET SYSTEM REPLACEMENT PROJECT (CAPITAL IMPROVEMENT PROJECT #2109).

WHEREAS, the City has planned and budgeted for engineering consulting services for Capital Improvement Project #2109, known as the Wastewater Treatment Plant (WWTP) Backup Ultraviolet (UV) System Replacement project (the Project); and

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

WHEREAS, Brown and Caldwell submitted a proposal on September 19, 2024 and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

WHEREAS, following the qualifications-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 the Project duly followed Oregon Public Contracting Rules, and Brown and Caldwell 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 Brown and Caldwell for a not-to-exceed amount of \$652,059 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 3rd day of February 2025, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Dunwell

Councilor Shevlin

Councilor Cunningham

EXHIBIT:

A. WWTP Backup UV System Replacement Professional Services Agreement

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the WWTP Backup UV System Replacement Project (“Project”) is made and entered into on this ____ day of January 2025 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Brown and Caldwell, 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 design services according to the requirements and deliverable dates 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 June 30, 2027, 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, but the City will not be responsible for any additional costs as a result of the Force Majeure event. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

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

3.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided 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. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- (a) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- (b) was available to Consultant on a non-confidential basis prior to its disclosure by City;
- (c) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify City and shall cooperate with City prior to disclosure so that City may take necessary actions to protect such confidential information from disclosure.

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 SIX HUNDRED FIFTY-TWO THOUSAND FORTY-NINE DOLLARS (\$652,049.00) 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. Consultant's Rate Schedule is set forth in **Exhibit B**, attached hereto and incorporated by reference herein. Consultant's rate schedule may be updated annually, but any percentage increase in such rates may not exceed the percentage increase between the Consumer Price Index ("CPI"), for the area "West - Class A," from the date of the most recent rate schedule update (if the rate schedule has been increased) or the Effective Date (if the rate schedule has not yet been updated). If the CPI described above is discontinued, such other governmental index or method of computation that replaces it or which is substantially comparable to it will be used.

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**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any additional services beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum 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 and Rate Schedule are all-inclusive and include, but are 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 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 2024-25. 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 Mike Nacrelli. 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 Tim Mills. 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. The foregoing shall not apply to project descriptions used for marketing or similar purposes.

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 so that conflicts can be avoided.

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. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 17** of this Agreement. 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, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with and be subject to the provisions of this **Section 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. 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 arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent directly or indirectly caused by Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation resulting from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

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 must 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 or subcontractors with which Consultant contracts for any portion of 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 of 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, 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 work hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

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 accident 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 07 04 or its equivalent, and products and completed operations via ISO Form CG 2037 07 04 or its

equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 07 04 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 non-renewal of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing any of 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 non-renewal in insurance coverage, as provided above.

14.2. Primary Coverage. The coverage provided by the policies referenced in Section 14.1.1 and Section 14.1.3 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 Consultant fails to cure prior to expiration of the cure period, the Agreement 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) Business Days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. "Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States, or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close. 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. As-Builts/Property of the City

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

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: Mike Nacrelli, Senior Civil Engineer
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: Brown and Caldwell, Inc.
Attn: Tim Mills
6500 S Macadam Ave., Suite 200
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 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 reasonable 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.

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.

[Signature page follows.]

EXHIBIT A - RESOLUTION NO. 3175

Item 10.

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

CONSULTANT:

CITY:

BROWN AND CALDWELL, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

Stephanie Davidson, Assistant City Attorney
City of Wilsonville, Oregon

#252880
k:\dir\wwtp\uv system\doc\psa wwtp backup uv system replacement-bid (sd6).docx



Exhibit A Scope of Work

6500 S Macadam Avenue, Suite 200
Portland, OR 97239
503.244.7005

Wilsonville WWTP UV Disinfection System Replacement: Detailed Design and Services During Construction

City of Wilsonville, Oregon

Project Overview

The City of Wilsonville (City) Wastewater Treatment Plant (WWTP or plant) treats wastewater with a conventional process, disk filtration, and ultraviolet (UV) light disinfection. Treated water exits the plant and flows to the Willamette River. As part of a secondary treatment process upgrade constructed in the early 1990s, a TrojanUV4000 disinfection system was installed. In 2014, a second UV channel was added. This new channel contains a Veolia (then Ozonia) Aquaray 3X HO vertical-lamp UV system (Aquaray system). This unit currently operates as the primary disinfection system.

In 2022, Trojan informed the City the TrojanUV4000 system would no longer be supported. Additionally, the system no longer functions due to a malfunction associated with the human-machine interface. Given the lack of replacement parts and high costs associated with maintenance-related to the termination of vendor support, the City has not attempted to repair the system. When complete, this project will replace the TrojanUV4000 with a new UV disinfection system, which will become the new primary disinfection system. A flowmeter upstream of this new system will also be added.

Brown and Caldwell's (BC) scope of work for the Wilsonville WWTP UV Disinfection System Replacement is organized into the following phases and tasks:

Phase 100 Project Management

Objective Manage the City's UV Disinfection System Replacement Project during Detailed Design and Construction.

Activities This task includes the following activities:

Prepare and maintain project management documents including a detailed schedule, task budgets, listing of deliverable products, and fieldwork safety plan.

Document meeting decisions and action items, assign the activities to team members, and follow-up to ensure timely resolution.

Monitor project progress, including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion; manage activities within total project budget.

Monitor project activities for potential changes, anticipate changes whenever possible, and with City approval, modify project tasks, task budgets, and approach to keep the overall project within budget and on schedule.

Following notice to proceed, facilitate and attend a project kickoff meeting with the City (Level of Effort [LOE] assumes a 1-hour virtual meeting attended by up to five BC staff).

Develop a project-specific Project Management Plan (PMP).

Attend regular construction meetings and pre-scheduled construction meetings such as the preconstruction meeting (LOE assumes a 1-hour weekly meeting during construction attended by two BC staff).

Prepare and submit monthly progress reports and invoices.

Deliverables The deliverables for Phase 100 include:

Monthly invoices and progress reports

Kickoff meeting agenda and minutes

Phase 200 Pre-Purchase Evaluation

Objective Facilitate a request for proposals (RFP) approach using Oregon's Competitive Sealed Proposal process to select the UV system equipment for this project.

Task 201 Alternatives Evaluation

Activities This task includes the following activities:

Evaluate the cost and benefit of alternative procurement strategies to best deliver the project.

Review procurement options with the City to determine which approach is optimal to achieve the overall project goals.

Provide recommendations regarding four procurement types for consideration, including Conventional Procurement: Open Bid, Conventional Procurement: Sole Source, Equipment Preselection, and Equipment Pre-procurement

After review and discussion with the City, recommend a single procurement type best fit for the project.

Task 202 Develop RFP

Activities In the case that the Equipment Preselection strategy is adopted, this task will be utilized for RFP development and includes the following activities:

Prepare a pre-purchase package the City can use to competitively bid procurement of the replacement UV system.

Develop a design package that contains drawings and specifications required for the City to secure bids from manufacturers including, at a minimum, the mechanical drawings and specification for the UV system and relevant general specifications.

Revise draft pre-purchase package per City comments and submit a final package to the City for distribution to UV manufacturers.

Task 203 Evaluate Results

Activities If the Equipment Preselection strategy is adopted, this task will be used for manufacturer proposal review and includes the following activities:

Support the City in implementing a competitive equipment procurement process for the UV equipment that is consistent with City requirements and State of Oregon guidelines for equipment.

Provide written responses to questions from equipment proposers.

If necessary, to be authorized by the City, update the lifecycle cost evaluation performed in the pre-design with cost information provided with manufacturers' proposals.

Assist the City in evaluating manufacturers' proposals.

If multiple equipment proposals are received, provide a recommendation for the system deemed most suitable for the project.

Phase 300 Detailed Design

Objective Develop a replacement UV system design and cost estimate for the City. Submit working documents to the City for review at the 60 and 90% levels.

Task 310 60% Design

Objective Develop a 60% level design of the replacement UV system and associated upstream channel modifications. Identify key design components that are critical or time sensitive to avoid delays or changes later in design. The design will include drawings and specifications developed to approximately 60% completion.

Activities This task includes the following activities:

Review preliminary design and confirm requirements for installation of the replacement system (e.g., channel dimensions, electrical and SCADA connections, drains, adequacy of shade structure, etc.).

Convert available record drawings and survey information to AutoCAD format.

Complete a site visit (up to three BC staff to attend).

Develop 60% design drawings, including:

- General sheets, including cover, drawing index, legend, notes, abbreviations, hydraulic profile, and site plan
- Civil sheets, including civil legend, standard details, influent pipeline demolition plan, and yard piping plan
- Structural sheets, including structural details, channel infill, and grating layout
- Mechanical sheets, including mechanical legend and details, demolition plan, replacement UV system plan and sections, and flowmeter vault plan and section
- Electrical sheets, including electrical legend and details, one-line diagram, demolition plan, replacement UV system power plan, riser block diagram, flowmeter vault electrical plan, and electrical room plan and section
- Instrumentation and controls (I&C) sheets, including instrumentation legend and symbols, demolition plan, and replacement UV system and flowmeter vault P&ID

Develop a Class III construction cost estimate based on the 60% design.

Develop the complete specifications package to a 60% level of completion, including a preliminary control narrative. Specifications will also include requirements for functional/acceptance testing, operator training, and integration of the replacement UV system with the SCADA system.

Facilitate and attend a design review meeting (LOE assumes a 2-hour virtual meeting attended by up to five BC staff).

Prepare a record of response indicating how City comments were (or were not) incorporated into the design with appropriate written response and action items.

Coordinate with Energy Trust of Oregon on development of a project-specific energy incentive. This task will include energy savings calculations, eligible cost calculations, coordination, and meetings.

Deliverables The deliverables for Task 310 include:

- 60% design drawings as PDFs
- Preliminary specifications as PDFs
- Construction cost estimate as a PDF
- Meeting minutes for the 60% review meeting
- Written responses to City comments on the 60% design

Task 320 90% Design

Objective Develop a 90% level design of the replacement UV system, incorporating City comments provided at the 60% design level.

Activities This task includes the following activities:

- Develop a Class II construction cost estimate based on the 90% design.
- Develop 90% design drawings.
- Develop specifications governing the procurement of the replacement UV system to a 90% level of completion, including a preliminary control narrative.
- Facilitate and attend a design review meeting (LOE assumes a 2-hour virtual meeting attended by up to 5 BC staff).
- Prepare a record of response to City comments and how they were (or were not) incorporated in the design with appropriate written response and action items.

Deliverables The deliverables for Task 320 include:

- 90% design drawings as PDFs
- Preliminary specifications as PDFs
- Construction cost estimate as a PDF
- 90% review meeting minutes
- Written responses to City comments on the 90% design

Task 330 Final Design

Objective Develop a final design of the replacement UV system, incorporating City comments at the 90% design level.

Activities This task includes the following activities:

- Develop a Class I construction cost estimate based on the 100% design.
- Develop 100% design drawings.
- Develop specifications to a 100% level of completion.

Deliverables The deliverables for Task 330 include:

- 100% design drawings and specifications as PDFs
- Construction cost estimate as a PDF

Phase 400 Bidding Assistance

Objective Provide assistance to the City during the advertisement and bidding period.

Task 401 Bid Period Assistance

Activities This task includes the following activities:

Prepare stamped bid documents for distribution to qualified bidders once the City has approved the final design documents.

Coordinate, prepare, and provide information (written explanations, sketches, and drawing updates) to support the City PM's efforts to address bidder questions.

Prepare up to two formal addenda and provide draft and final versions of each to the City for review.

Prepare conformed design drawings and specifications incorporating formal addenda.

Attend a pre-bid meeting. LOE assumes a 2-hour meeting attended by two BC staff.

Deliverables The deliverables for Task 401 include:

Final bid drawings and specifications as PDFs (the Contract Documents)

Draft and final versions of up to two addenda

Up to ten responses to questions related to the Contractor bid

Conformed design drawings and specifications as PDFs

Phase 500 Services During Construction

Objective Provide office engineering services during the construction phase of the project to support the City's construction management.

Task 501 Submittals and Requests for Information (RFIs)

Activities This task includes the following activities:

Review Contractor submittals and provide written comments to the City's PM. The reviews typically do not include review and comment on Contractor's means and methods, verification of dimensions on shop drawings, or coordination of shop drawings with other submittals provided by the Contractor (LOE assumes roughly 60 submittal responses at 4 hours each on average).

Provide written responses to RFIs from the Contractor and the City's PM (LOE assumes roughly 40 RFI responses at 4 hours each).

Deliverables Written responses to submittals and RFIs

Task 502 Design Clarifications

Activities Provide clarifications and interpretations to drawings and specifications by developing sketches or drawing markups, to clarify the intent of the drawings and specifications (LOE assumes four design clarifications at 8 hours each).

Deliverables The deliverables for Task 502 include:

Drawing and specification markups

Clarification sketches

Task 503 Change Order Evaluations

Activities This task includes the following activities:

Assist the City's PM in evaluating change orders submitted by the Contractor (LOE assumes four change orders at 8 hours each).

Determine merit and reasonableness of cost proposals and confirm any requested time extensions.

Deliverables Written recommendations regarding Contractor change orders as needed

Task 504 Site Visits

Activities This task includes the following activities:

Support a Pre-Construction meeting, including presenting an overview of the project, which emphasizes O&M coordination requirements

Observe the work underway and determine whether the completed work is in general compliance with the contract documents.

Observe performance testing and commissioning oversight of the UV system. LOE assumes 40 hours is required for this task

Attend on-site construction meetings as needed.

Assist with startup and commissioning of new systems.

Except for performance testing and commissioning, LOE assumes five, 4-hour visits to the site including two BC staff for each visit

Deliverables The deliverables for Task 504 include:

After each site visit, a brief trip report describing the observations will be submitted to the City's PM.

Commissioning reports will also include a statement confirming the acceptable operation of the new system.

Task 505 Construction Observation

Activities This task includes the following activities:

Inspect construction activities for 16 hours/week for 12 weeks of construction

Keep the City's PM and Engineer generally informed of the progress of the Work and act as a liaison between the Contractor, City, and Engineer.

Keep detailed records of construction activities.

Call the Contractor's attention to deviations from, or non-compliance with, the Contract, rejecting defective materials, and documenting these types of deficiencies.

Attend regular construction meetings and other special construction meetings such as commissioning meetings while on-site.

Coordinate any special Observations

Deliverables The deliverables for Task 505 include:

Observation Daily Reports

Preconstruction photographs, routine construction photographs, and post construction photographs

Documentation of contract deviations

Task 506 Record Documents

Activities This task includes the following activities:

Prepare record drawings of the final construction using the latest revised drawing versions maintained by BC along with drawing markups of construction changes provided by the Contractor.

Within 30 days after receipt of the Contractor's as-built drawings, submit draft record drawings for City review

Revise draft record drawings per City comments within 14 days of receipt of City comments

Update the Wilsonville Wastewater Treatment Plant Operations and Maintenance (O&M) Manual per the revisions to the UV system

Deliverables The deliverables for Task 506 include:

Draft and final project record drawings

Written responses to any City comments on draft record drawings

Draft and final updates to the WWTP O&M manual

Task 507 Miscellaneous Construction Assistance

Activities This task is an allowance for additional construction activities not otherwise covered under Task 500 and may include the following activities:

Assistance with informal questions or comments from the City or the Contractor

Participation in construction meetings outside of the regularly scheduled and pre-scheduled meetings

Recommendations regarding any impacted facilities or systems beyond the facilities or systems included in the contract design documents

Assistance with other unanticipated issues resulting from construction activities or regular plant operations

LOE assumes four issues will require assistance at 8 hours each

Deliverables Written and pictorial recommendations as required

Phase 600 Quality Assurance and Quality Control

Objective Conduct Quality Assurance/Quality Control (QA/QC) for the project.

Activities This task includes the following activities:

Develop a project-specific Quality Management Plan (QMP) to provide a framework for technical oversight during development of work products and to provide a timeline for review of work products produced in this scope.

Review comments from senior technical staff, which will be resolved to the QA/QC team's satisfaction prior to submitting deliverables to the City.

The QMP will:

- Define roles and responsibilities for each QA/QC team member.
- Document that written deliverables have been reviewed.
- Document that all QA/QC team review comments have been addressed including the design team's written responses to review comments and associated resolution.

Assumptions

The following are assumed in determining the Scope of Services:

Design

- As-built drawings are accurate and indicate existing constructed facility including underground utilities. Additional effort will be required if as-built vary from field conditions.
- The opinions of probable costs will be prepared to industry standards based upon the level of detail available at the time of the estimate. The estimate will be subject to many influences including, but not limited to, unknowns and undefined details, price of labor and materials, schedule impacts, unknown or latent conditions of existing equipment or structures, and time or quality of performance by others.
- Meeting and workshop participants may attend virtually.
- Structural Engineering: Structural modifications that are required will be designed in compliance with the Oregon Structural Specialty Code. However, seismic upgrades to existing facilities that will be modified under this project are not anticipated and seismic evaluations of these structures is therefore excluded from the scope of engineering services.
- Available geotechnical information and calculated soil bearing pressures in the vicinity are accurate and are sufficient for design purposes. Additional geotechnical investigation is not required for this project.
- The City will be responsible for construction management and will review and respond to all Division 0 submittals such as progress schedules and monthly progress payments. The City will distribute submittals and RFIs to BC for review and comment via email.
- BC standards will be used for CAD and specifications. Design will be completed using CAD 2-D drawings.
- The new UV system will be designed to meet the existing permit requirements.
- RFP will be sent to a minimum of two manufacturers and no more than three manufacturers. Only known manufacturers will be included. No detailed cost estimates will be performed for the proposal evaluation. Capital costs will be developed using vendor budgetary costs, estimates of construction costs, and assumed markups.
- UV anchor requirements provided by equipment manufacturer.
- The new UV system will consist of low-pressure, high-efficiency UV lamps.
- UV equipment weight is assumed to be a minimal load addition to the channel as compared to the channel full of water. Only a partial review of existing design is anticipated to determine bearing pressure changes.
- Modification to existing channel will likely include thickening of one or both walls to accommodate the UV system and raising of the channel floor. Channel dimensions are assumed to be consistent with as-built drawings and that the new UV system will not require widening or deepening of the channel.

Electrical and I&C

- Any additional electrical conduits required will fit within existing duct banks. The construction of additional duct banks is not anticipated to be required. The engineer has not verified spare conduits that may be used as a part of the design.
- It is assumed that sufficient space is available within the existing electrical rooms and by the existing UV channels to support the new UV system's required distribution and vendor-provided panels, and that the existing electrical distribution equipment has sufficient space and capacity to support the new UV system loads without modification/upgrade. Existing available spaces and spares within the existing equipment will be used.

- The existing plant control panel(s) has sufficient space and PLC processor memory and spare I/O capacity to support the UV upgrade.
- The existing WWTP generator system is assumed to be sufficient to maintain power to the proposed UV system during utility outages based on initial assessment. Uninterruptible power supply is not required for the UV system.
- Electrical design is limited to electrical system and elements associated with the UV disinfection system—it does not include upgrades to the existing electrical utility, distribution, or backup power systems.
- Electrical design does not include any work related to site lighting, security, fire alarm, or lightning protection.
- A power system study is not included in the scope. Standard specification for a study to be conducted during construction is included. Condition assessments of equipment and any Arc flash hazard and short circuit studies, overcurrent protection device settings, and arc flash hazard labeling for the new equipment will be provided by the Contractor, as part of the contract requirements
- Conduit routing will not be shown on the drawings but will be field determined by Contractor. Conduit home runs will only be shown on the drawings.
- Cable and conduit schedules will not be provided. Electrical and control circuit wiring, cables, and conduit shall be shown on the block diagram.
- Vendor will provide schematics, wiring diagrams, interconnection diagrams, electrical layouts and panel drawings of sufficient detail and quality to guide the Contractor in the installation of the Vendor-provided electrical system and equipment and field wiring terminations between equipment and vendor panels. I&C wiring diagrams, schematics, interconnection diagrams, and network diagrams specifying field wiring terminations at vendor-supplied equipment are not required.
- Data exchange between the UV vendor package and plant SCADA will be via Ethernet data exchange using a protocol compatible with the existing plant SCADA and without use of a gateway module. Hardwired control and monitoring of the UV vendor package is not required.
- The UV controller will be required to follow selected minimum City requirements to facilitate data exchange between the UV PLC and the plant SCADA system.
- The City will contract with a system integrator to perform all SCADA/PLC programming and graphic development associated with the UV upgrade. BC will coordinate with the UV vendor to prepare control strategies for use by the system integrator.

Bidding and Construction

- Bidding will be facilitated through electronic services and electronic documents on a platform hosted by the City and is expected to be open for 30 days.
- The City's PM will lead resolution of disputes and construction claims submitted by the Contractor. Consultant will provide technical support as requested to address submitted disputes and claims.
- A short outage for cutover of the existing effluent flow meter (compliance flow meter) to the City's new UV Programmable Logic Controller will be required during construction. The Contractor will be required to coordinate and schedule cutover with the City and plant operations.
- The 1-day field verification efforts include up to four BC engineers (mechanical, structural, electrical, and I&C) to observe actual conditions, modify record drawings as appropriate, and interview operators. It is assumed that the 1-day effort may not provide all necessary information and is not meant to result in detailed as-built drawings. It is assumed plant staff will help with any additional verification as needed.

- The specifications will include requirements for the Contractor to hire a system integrator to provide programming for the SCADA.
- Construction schedule development not included.
- Full-time site Observations are not included in this SOW. Periodic site Observations shall be provided.
- Construction observation will be partially completed by the City.
- The following items are excluded from this scope of work:
 - Video surveillance
 - Gate/door access systems using card readers
 - General/site security
 - Telephony
 - Paging
- BC will not attend, in person, any factory acceptance testing at the UV equipment manufacturer’s production facility.

Project Schedule

Phase	Timeline
Notice to Proceed	February 17, 2025
Pre-Purchase Evaluation	Mar – May 2025
60% Design	Jun – Sep 2025
90% Design	Oct 2025 – Jan 2026
Final Design	Feb– Mar 2026
Bidding Assistance	Apr – May 2026
Services During Construction	Jun – Dec 2027

Exhibit B - Rate Schedule

Phase Description	Project Manager	Project Analyst	Principal in Charge	Design Manager	Sr Project Engineer - Civil	Jr Project Engineer - Civil	Designer - Civil	QA/QC - Civil	QA/QC - Electrical & Instrumentation	Sr Project Engineer - Proc Mech	Jr Project Engineer - Proc Mech	Designer - Proc Mech	QA/QC - Proc Mech Design	Sr Project Engineer - Structural	Jr Project Engineer - Structural	Designer - Structural	QA/QC - Structural	QA/QC - Constructability	Hydraulics	BIM Lead	BIM Manager	Cost Estimating	QA/QC - Cost Estimating	Energy Incentives	Miller	Field Engineer	Word Processing	Total Hours	Total Labor Effort	Landfill Consulting	Sub Markup	BC Expenses	Total Expenses	Total Labor Effort (Labor Expenses)
100 Project Management	30	28	307	175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	301	\$82,236	\$3,000	5%	\$800	\$3,799	\$56,988
101 PM during Design and Construction	50	16	0	110	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	182	\$39,950	\$1,500	7%	\$300	\$1,875	\$41,825
102 PM during Bidding and Construction	50	12	0	65	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	109	\$22,298	\$1,500	7%	\$300	\$1,875	\$24,173	
200 Pre-Purchase Evaluation	12	0	0	40	0	0	0	0	0	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	78	\$18,866	\$0	0%	\$0	\$0	\$18,866	
201 Alternatives Evaluation	4	0	0	10	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	\$5,464	\$0	0%	\$0	\$0	\$5,464	
202 Develop RFP	4	0	0	20	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32	\$7,264	\$0	0%	\$0	\$0	\$7,264	
203 Evaluate Results	4	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	\$6,098	\$0	0%	\$0	\$0	\$6,098	
300 Detailed Design	32	10	0	90	49	72	44	0	0	97	234	142	0	24	70	34	0	0	16	99	10	98	6	40	0	0	0	1,167	\$241,216	\$42,000	2%	\$7,000	\$1,170	\$252,316
301 General Design & Coordination	30	10	0	80	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	156	\$32,339	\$0	0%	\$0	\$0	\$32,339
302 Civil Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	165	\$32,227	\$0	0%	\$0	\$0	\$32,227
303 Structural Design	0	0	0	0	0	0	0	0	0	0	0	0	0	24	70	34	0	0	16	0	0	0	0	0	0	0	0	128	\$31,119	\$0	0%	\$0	\$0	\$31,119
304 Process Mechanical Design	0	0	0	0	0	0	0	0	0	89	234	114	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	453	\$93,424	\$0	0%	\$0	\$0	\$93,424
305 Electrical and I&C Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	2,100	\$2,500	\$2,500
306 CAD/BIM Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	109	\$18,564	\$0	0%	\$0	\$0	\$18,564	
307 Engineer's Estimate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	104	\$25,475	\$0	0%	\$0	\$0	\$25,475	
308 Energy Incentives	2	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	0	52	\$8,068	\$0	0%	\$0	\$0	\$8,068	
400 Bidding Assistance	4	0	0	6	4	6	0	0	0	6	4	0	0	0	0	0	0	0	0	26	4	0	0	0	0	0	0	74	\$16,630	\$3,000	1%	\$200	\$3,350	\$19,980
401 Bid Period Assistance	4	0	0	6	4	6	0	0	0	6	4	0	0	0	0	0	0	0	0	26	4	0	0	0	0	0	0	74	\$16,630	\$3,000	1%	\$200	\$3,350	\$19,980
600 Services During Construction	58	0	0	184	22	64	10	0	2	85	65	10	0	22	64	10	0	38	0	0	10	10	0	0	0	0	0	814	\$185,660	\$10,000	5%	\$8,000	\$19,025	\$204,585
601 Submittals and RfIs	20	0	0	84	20	60	0	0	2	20	60	0	0	20	60	0	0	0	0	0	0	0	0	0	0	0	0	346	\$77,557	\$5,000	2%	\$250	\$8,005	\$82,807
602 Design Clarifications	2	0	0	4	2	4	0	0	0	3	5	0	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	26	\$6,251	\$1,000	5%	\$300	\$7,551	\$7,301
603 Change Order Evaluations	2	0	0	4	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32	\$7,047	\$1,000	5%	\$300	\$8,047	\$8,097	
604 Site Visits	20	0	0	24	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80	\$22,901	\$1,000	5%	\$300	\$23,901	\$28,451	
605 Construction Observation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	192	\$40,961	\$0	0%	\$0	\$0	\$40,961	
606 Record Documents	6	0	0	40	0	0	10	0	0	4	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	6	192	\$40,961	\$2,500	1%	\$250	\$43,661	\$44,461
607 Miscellaneous Construction Assistance	8	0	0	12	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32	\$8,632	\$0	0%	\$0	\$0	\$8,632	
608 QA/QC	2	0	0	10	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	189	\$50,305	\$0	0%	\$0	\$0	\$50,305
TOTAL	178	38	4	505	75	142	54	9	64	206	303	152	24	52	138	44	8	70	16	125	24	108	6	40	28	154	58	2,625	\$574,424	\$58,500	2%	\$2,825	\$15,800	\$77,225
TOTAL																																		

Prices valid through December 31, 2025.

Miscellaneous project expenses (CAD computers and printers, software licenses, color graphics, copying, printing, etc.) are included in the hourly rates and not billed separately. All other costs are based on the US Standard mileage rate, currently \$0.20 per mile.

Hours and dollars are rounded to nearest whole number. Labor budgets include escalation for work performed after January 1, 2026.

Brown and Caldwell, Inc.
6501 S Meadean Ave Suite 200, Portland, OR 97239
503 531270



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: February 3, 2025		Subject: Resolution No. 3182 A Construction Amendment to the Contract with Flow Line Construction, LLC., Inc. for the Park at Merryfield Trail Project	
		Staff Member: Dustin Schull, Parks Supervisor and Zack Morse, Parks Lead Maintenance Specialist	
		Department: Parks and Recreation	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Parks and Recreation Comprehensive Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

The approval of contract amendment to Flow Line Construction LLC. for construction of additional ADA trail upgrades to The Park at Merryfield trail.

EXECUTIVE SUMMARY:

The trail at The Park at Merryfield Project amendment is needed to ensure ADA compliance through a trail route of less than 5% running slope. This is not achievable given the current trail alignment. The slope needs to be addressed through a trail alternative. This alternative alignment will result in the trail section wrapping around the existing playground and will bring the running slope into compliance with ADA standard.

EXPECTED RESULTS:

The amended contract will result in an ADA accessible route for the new trail in The Park at Merryfield and improved ADA access for the playground area in the park.

TIMELINE:

Construction is expected to begin in February 2025.

CURRENT YEAR BUDGET IMPACTS:

Total project scope will cost approximately \$205,837.50. The original contract awarded by Council on April 15, 2024 totaled \$162,737.50 and the requested contract amendment is \$43,100. This work is fully funded in capital improvement project #9173 Merryfield Trail Update.

This project will be partially grant funded. A \$75,000 Oregon State Parks Local Government Grant Program grant was awarded to the Merryfield Trail project.

COMMUNITY INVOLVEMENT PROCESS:

The community engagement process for the Parks and Recreation Comprehensive Master Plan highlights this as a high priority to the community.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The amendment will ensure ADA accessibility for The Park at Merryfield trail given needed considerations for cost and usability.

ALTERNATIVES:

The alternative to this amendment would result in a significant time delay and cost increase to the project. Other alternatives were explored including increasing the retaining wall height, but none were as beneficial to the project or community as the proposed amendment.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3182
 - A. A Contract Amendment with Flow Line Construction, LLC, to conduct the Park at Merryfield and Boones Ferry Park Trail project
 - B. Park at Merryfield Trail Improvement Summer 2023 Aerial Photo

RESOLUTION NO. 3182

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH FLOW LINE CONSTRUCTION, LLC. TO AMEND THE CONSTRUCTION CONTRACT FOR THE PARK AT MERRYFIELD AND BOONES FERRY PARK TRAILS PROJECT.

WHEREAS, the City of Wilsonville has identified The Park at Merryfield and Boones Ferry Park Trail projects (collectively, "Project") through master planning processes; and

WHEREAS, the City of Wilsonville Parks and Recreation Department has identified Americans with Disabilities Act (ADA) grade and accessibility as key components of the Project; and

WHEREAS, the City wishes to assure the accessible usability of its assets; and

WHEREAS, the City seeks to add the ADA improvements to its current construction contract for the Project with Flow Line Construction, LLC through a contract amendment; and

WHEREAS, the City has reviewed all other options and is supportive of this contract amendment when considering ADA, cost, and usability.

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

Section 1. Findings. The above-recitals and the staff report accompanying this Resolution are set forth as the findings of the City Council as if fully set forth herein. The procurement process for the Project duly followed Oregon public contracting laws, as well as City of Wilsonville public contracting regulations (collectively, "Public Contracting Rules"). The proposed contract amendment further complies with the Public Contracting Rules.

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into a contract amendment with Flow Line Construction LLC, for \$43,100, in a form substantially similar to Exhibit A attached hereto.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 3rd Day of February 2025, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Dunwell

Councilor Shevlin

Councilor Cunningham

EXHIBIT:

- A. A Contract Amendment with Flow Line Construction, LLC, to conduct the Park at Merryfield and Boones Ferry Park Trail project
- B. Park at Merryfield Trail Improvement Summer 2023 Aerial Photo

**CITY OF WILSONVILLE
THIRD AMENDMENT TO CONSTRUCTION CONTRACT**

Merryfield and Boones Ferry Trail Project

This Third Amendment to Construction Contract (“Third Amendment”) is effective _____ (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Flow Line Construction LLC**, a domestic limited liability company (“Contractor”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Construction Contract (“Contract”) with Contractor on April 29, 2024, relating to the Merryfield and Boones Ferry Trail Project (“Project”); and

WHEREAS, the City entered into a First Amendment to Construction Contract (“First Amendment”) with Contractor on June 28, 2024; and

WHEREAS, the City entered into a Second Amendment to Construction Contract (“Second Amendment”) with Contractor on November 19, 2024; and

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

WHEREAS, the City and Contractor anticipate that additional time is needed to complete the Work set forth in the Contract and the additional services described in this Third Amendment; and

WHEREAS, Contractor is prepared to provide such additional 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

The Contract is amended as follows:

Section 1. Term

The term of the Contract is hereby extended to February 28, 2025.

Section 2. Additional Services to be Provided

Contractor will add an asphalt trail around the playground, as more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the “Additional Services”), pursuant to all original terms of the Contract, except as modified herein.

Section 3. Time for Completion of Additional Services

The Additional Services provided by Contractor pursuant to this Third Amendment shall be completed by no later than February 28, 2025.

Section 4. Contract Sum

The City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed FORTY-THREE THOUSAND ONE HUNDRED DOLLARS (\$43,100.00), based on the unit pricing described in **Exhibit A**, for performance of the Additional Services (“Third Amendment Contract Sum”) which, when totaled with the Total Contract Sum from the Contract and Second Amendment Contract Sum equals a total not-to-exceed amount of THREE HUNDRED THOUSAND FOUR HUNDRED THIRTY-ONE DOLLARS (\$300,431.00) for the performance of the Work and Additional Services (“Contract Sum”). The term “Contract Sum,” as defined in the Contract, and as it was amended and replaced in the Second Amendment, is hereby deleted and replaced with the term “Contract Sum” as defined above. Contractor’s estimate of time and materials is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 5. All Other Terms

All of the other terms and conditions of the Contract, the First Amendment, and the Second Amendment shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Contract shall apply to this Third Amendment.

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

CONTRACTOR:

CITY:

FLOW LINE CONSTRUCTION LLC

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

City of Wilsonville Oregon, Legal Counsel

EXHIBIT A
DESCRIPTION OF ADDITIONAL SERVICES & UNIT PRICING

Item 11.

Flow Line construction LLC

11805 State St
 Salem, OR 97317 US
 +1 5038712260
 construction.flowline@gmail.com
 flowlineusa.com

Estimate

ADDRESS
 Dustin Schull
 City of Wilsonville

ESTIMATE 1161
 DATE 01/24/2025

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	change order	Under this change order we will construct 10' wide asphalt trail around playground to alleviate ADA concerns - alter design grade from station 8+85.6 to 7+59 to 4.5% slope - alter design grade from station 7+58 to 6+98 to 6% slope - cut, fill, and grade where necessary on existing gravel pathway to ADA slope standards - extend existing block walls to accommodate for grade changes - create 5' width asphalt transition into playground wood chips - additional asphalt trail to be approximately 200' in length. 10' width at 4" depth	1	32,000.00	32,000.00
	Level 2 1/2 ACP mixture	ACP estimated quantity 60 tons	60	185.00	11,100.00
	Note	Flow Line Construction will guarantee this order shall not exceed \$43,100	1	0.00	0.00
TOTAL					\$43,100.00



The City of Wilsonville, Oregon
 Clackamas and Washington Counties



**Park at Merryfield
 Trail Improvement**
 Summer 2023 Aerial Photo

-  Current New Trail Alignment at 5%+ Running Slope
-  Proposed ADA Compliant Trail Addition





CITY COUNCIL MINUTES

January 23, 2025 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, January 23, 2025. The Mayor called the meeting to order at 7:15 p.m., followed by the roll call and the Pledge of Allegiance.

PRESENT

Mayor O'Neil
 Council President Berry
 Councilor Dunwell
 Councilor Shevlin
 Councilor Cunningham

STAFF PRESENT

Amanda Guile-Hinman, City Attorney
 Bryan Cosgrove, City Manager
 Kimberly Veliz, City Recorder
 Mark Ottenad, Public/Government Affairs Director
 Matt Lorenzen, Economic Development Manager
 Zach Weigel, City Engineer

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

Motion: Moved to approve the agenda.

Motion made by Councilor Cunningham Seconded by Councilor Dunwell.

Voting Yea:

Mayor O'Neil, Council President Berry, Councilor Dunwell, Councilor Shevlin, Councilor Cunningham

Vote: Motion carried 5-0.

MAYOR'S BUSINESS

The Mayor hoped all had an opportunity to enjoy and reflect on the Dr. Martin Luther King, Jr, MLK holiday that we observed the past Monday.

The Mayor announced that during the Work Session held prior to the City Council meeting, the Council discussed a number of issues. These issues included City Council members assignments or participation on both internal boards and external committees, as well as issues related to the upcoming sessions of the Oregon legislature.

4. City Council Members’ Assignments to City Boards and Intergovernmental Committees

The Mayor reviewed City Council members’ preferences for serving on internal City boards and external intergovernmental committees and organizations.

It was explained that the City Council had a total of 16 to 19 positions to fill for Council members acting as City representative or alternate or liaison to external or internal bodies.

The following positions require a member of the City’s Governing Body to be the City’s representative.

2025 to 2026, City Council Representatives or Liaisons to City Committees and Commissions included:

Arts, Culture, and Heritage Commission	Councilor Dunwell
Tourism Promotion Committee	Council President Berry
Wilsonville-Metro Community Enhancement Committee	Position 1: Council President Berry
	Position 2: Councilor Shevlin

As a leading Oregon city in the greater Portland metro area that hosts thousands of well-paying jobs and supports a range of housing options to accommodate people at all stages of life, Wilsonville was engaged with a number of state and regional Intergovernmental committees and Organizations.

It was noted that many, but not all, of the intergovernmental committees required both a City Council member as the City’s representative and an alternate representative.

2025 to 2026, City Council Representatives to Regional and State Intergovernmental Bodies and Organizations included:

Aurora State Airport Master Plan Planning Advisory Committee (PAC)	Councilor Shevlin
Clackamas County Coordinating Committee (C4)	For representative position, Mayor O'Neil
	For alternate position, Councilor Shevlin
Clackamas County Coordinating Committee Metro Subcommittee (C4 Metro Subcom.)	For representative position, Mayor O'Neil
	For alternate position, Council President Berry
Washington County Coordinating Committee (WCCC)	For representative position, Mayor O'Neil
	For alternate position, Councilor Cunningham
Willamette Intake Facilities (WIF) Commission Board of the Tualatin Valley Water District	For representative position, Councilor Dunwell
	For alternate position, Councilor Cunningham
Regional Water Providers Consortium Board	For representative position, Councilor Cunningham
	For alternate position, Councilor Dunwell
French Prairie Forum Local Governments Working Group	For representative position, Councilor Shevlin
	For alternate position, Mayor O'Neil
Greater Portland, Inc. (GPI), Small Cities Consortium	Councilor Shevlin
Willamette Falls & Landings Heritage Area Coalition (WFLHAC)	Councilor Dunwell

The Mayor requested a motion to approve the foregoing assignments of City Council members to internal and external bodies.

Motion: Moved to approve the list read.

Motion made by Council President Berry Seconded by Councilor Cunningham.

Voting Yea:

Mayor O’Neil, Council President Berry, Councilor Dunwell, Councilor Shevlin, Councilor Cunningham

Vote: Motion carried 5-0.

It was noted that the Mayor, also serves as an ex-officio board member of five organizations and associations, which included:

- Korean War Memorial Foundation of Oregon
- Metropolitan Mayors Consortium
- Oregon Mayors Association
- Clackamas County Chair-Mayors Meeting
- Washington County Chair-Mayors Meeting

5. 2025-2026 State Legislative Agenda

The Mayor reported also during Work Session, the City Council discussed the 2025-26 State Legislative Agenda for the City and the SMART transit agency.

The State Legislative Agenda was a set of general principles based on long-term City Council-adopted policies that were embodied in the Comprehensive Plan and various City master plans and strategies.

Over the past 12 years the City Council has approved a Legislative Agenda at the start of each two-year session of the Oregon Legislative Assembly.

The State Legislative Agenda provided guidance to staff for how the City evaluates proposed legislation in terms of support, opposition, or neutrality.

The Mayor requested a motion to adopt the 2025-2026 State Legislative Agenda.

Motion: Moved to adopt the 2025-2026 State Legislative Agenda.

Motion made by Councilor Shevlin Seconded by Council President Berry

It was recited from discussions in the Work Session that the City Council had not yet set their goals or agenda related to state legislation. A goal-setting meeting was anticipated in March 2025 to address priorities and ensure clarity moving forward.

Voting Yea:

Mayor O’Neil, Council President Berry, Councilor Dunwell, Councilor Shevlin, Councilor Cunningham

Vote: Motion carried 5-0.

6. 2025 State Legislative Session Priorities

The Mayor explained in addition to a more general State Legislative Agenda, the City Council adopts a set of 2025 Legislative Session Priorities.

The 2025 Legislative Session Priorities represent current, specific issues of timely importance to the City Council and the community.

The specific set of Legislative Session Priorities complements the City's State Legislative Agenda, which was broader and more general in scope. Both documents provided guidance to staff in relation to the League of Oregon Cities (LOC), lobbyists and legislators for how to approach proposed legislation in terms of support, opposition or being neutral.

It was noted that the prior City Council adopted a similar set of 2025 Legislative Session Priorities in September 2024. The City Council's action was based on requests from Wilsonville's State legislators, Senator Aaron Woods, and Representative Courtney Neron, for guidance on issues of concern and legislation that the City wanted to see introduced for the 2025 legislative session. Both Senator Woods and Representative Neron had sponsored bills on behalf of the City and SMART for 2025.

With a new City Council with a different majority than previously, staff sought guidance for legislative policies and issues of concern.

In summary the list of 2025 Legislative Session Priorities included:

1. Increase Road and Public Transit Resources with a 2025 Transportation Funding Package that advances the I-5 Boone Bridge & Seismic Improvement Project with the French Prairie Bike/Ped Facility, and Implements a WES Commuter Rail Wilsonville-to-Salem Extension Study.
2. Senate Bill (SB) 418: SMART Transit-Service Territory Alignment with City of Wilsonville Boundaries; Adjustment of TriMet District Territory.

This bill is needed because the City was planning and funding employment lands development in North Wilsonville that was in TriMet district territory, for which TriMet provides no transit service and SMART will provide service.

3. House Bill (HB) 2795: State Transportation Improvement Funds (STIF) Transit Funding Allocation for County to Act as Qualified Entity Pass-Through to Sub-Recipients.

This was another piece of legislation that was needed for SMART and the other small, rural transit operators in Clackamas County to be able to obtain their STIF or State Transportation Improvement Funds in order to improve public transit services for our communities.

TriMet, as the Qualified Entity, has been unnecessarily holding up relaying STIF funds timely to the Sub-Recipients SMART and other transit agencies.

The City was working closely with Clackamas County on this issue.

4. **Restore Permanent Recreational Immunity for Public Use of Trails:**
The legislature did a temporary fix in 2024 pertaining to immunity from lawsuits for public recreation on city or county owned trails. The legislature needs to provide permanent immunity to local governments and landowners who allow the public to recreate on trails, so long as there is not obvious gross negligence.
5. **Create a \$2 Billion State Residential Housing Infrastructure Fund:**
This item includes legislative grant-requests for City infrastructure projects that support housing development, a State priority.
6. **Fund the Business Oregon Regionally Significant Industrial Sites Program:**
Again, the State seeks to improve the number of high-paying, family-wage jobs in industrial occupations.

Cities like Wilsonville need State funding assistance to design and construct the infrastructure to serve industrial development areas where high-wage jobs are created.

7. **Extend the Sunset on Vertical Housing Development Zone Incentive:**
This State-authorized tool allows cities to provide property-tax incentives for mixed-use, multi-story buildings in designated areas, such as the Villebois Piazza and certain areas of Town Center.
8. **Improve Childcare Resources to Benefit Families/Workers and Employers:**
Our city's economic-development work has shown that both employers and employees need more local options for quality childcare.

As such, the City supports policy and funding allocations that support new and existing programs, to make child care more affordable and accessible for families, and more viable for service providers.

9. **Modify Homeless Camping Laws, and Increase Support for Affordable Housing and Rising Utility Costs**

The Mayor requested a motion to adopt the 2025 State Legislative Session Priorities.

Motion: Moved to adopt the State Legislative Session Priorities, as read.

Motion made by Council President Berry Seconded by Councilor Shevlin.

It was recalled that there was significant dialog about the State Legislative Session Priorities and Agenda during the Work Session. The City Council had not yet set their goals or agenda related to state legislation. A goal-setting meeting was anticipated in March 2025 to address priorities and ensure clarity moving forward. Furthermore, it was reiterated that in the Work Session Council discussed the importance of replacing the existing Boone Bridge with one that can withstand a major earthquake and making sure future housing is well funded.

Voting Yea:

Mayor O’Neil, Council President Berry, Councilor Dunwell, Councilor Shevlin, Councilor Cunningham

Vote: Motion carried 5-0.

7. Joint Values and Outcomes for the 2025 Legislative Transportation Package by the Communities of Clackamas County

The Clackamas County Coordinating Committee, or C4, sought readoption by member jurisdictions of the “Joint Values and Outcomes for the 2025 Legislative Transportation Package by the Communities of Clackamas County.”

The prior City Council approved this general statement of value and outcomes that we collectively seek from the legislature during 2025 as legislators consider a transportation funding package.

C4 members approved this statement in 2024 and seek re-affirmation for the 2025 legislative session.

The Mayor requested a motion to adopt the “Joint Values and Outcomes for the 2025 Legislative Transportation Package by the Communities of Clackamas County.”

Motion: Moved to approve the “Joint Values and Outcomes for the 2025 Legislative Transportation Package by the Communities of Clackamas County.”

Motion made by Councilor Cunningham Seconded by Council President Berry.

Voting Yea:

Mayor O’Neil, Council President Berry, Councilor Dunwell, Councilor Shevlin, Councilor Cunningham

Vote: Motion carried 5-0.

8. Upcoming Meetings

The Mayor proceeded to outline the activities and meetings he has participated in since the last City Council meeting, which included those listed below. The detailed list has been included in the official record.

- Civics Academy
- Lunar New Year Celebration
- Washington County Coordinating Committee (WCC)

- Washington County Chair Meeting
- Clackamas County Coordinating Committee (C4) Metro Subcommittee
- French Prairie Forum
- Diversity, Equity and Inclusion (DEI) Committee
- Courtney Neron Town Hall
- Human Traffic Awareness Event
- Metropolitan Mayor Consortium

Lastly, the Mayor announced the next City Council meeting was scheduled for February 3, 2025.

COMMUNICATIONS

9. Metro Housing Funding Update

Metro Councilor President Peterson, Metro Councilor Rosenthal and Andy Shaw, Metro Director of Government Affairs provided an updated presentation on the Metro Housing Bond and Supportive Housing Services. The PowerPoint displayed was added to the record.

Council questions and comments followed Metro’s presentation.

There Mayor recessed the meeting at 8:10 p.m.

The Mayor reconvened the meeting at 8:15 p.m.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

This is an opportunity for visitors to address the City Council on any matter concerning City’s Business or any matter over which the Council has control. It is also the time to address 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.

The following individuals provided public comment:

- | | | | |
|------------------|------------------|-------------|--------------|
| Mark Kochanowski | Kate Johnson | Tim Knapp | Paul Bunn |
| Ruth Webster | Natalie Dunn | Mary Rooney | Miranda Tate |
| George Dunn | Julie Fitzgerald | Susan Reep | Bill Bagnall |

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

10. Council President Berry

Council President Berry provided a detailed report on the following items:

- Civics Academy on January 9, 2025
- Clackamas County Coordinating Committee (C4) on January 9, 2025
- Wilsonville Community Seniors, Inc. (WCSI) Gazette
- AARP Tax Advising at the Community Center from February 4 – April 15, 2025

11. Councilor Dunwell

Councilor Dunwell provided a detailed report on the following meetings and events:

- Human Trafficking Awareness Event on January 22, 2025
- Willamette Intake Facilities (WIF) on January 27, 2025
- Willamette Falls and Landings Heritage Area Coalition (WFHAC) on January 27, 2025
- Housing Our Future Task Force on January 28, 2025

12. Councilor Cunningham

Councilor Cunningham provided a detailed report on the following items:

- Chamber of Commerce Event on January 8, 2025
- Human Trafficking Awareness Event on January 22, 2025
- Police Department staff's retirement and new hire

In closing, the Councilor commended and encouraged citizens to continue expressing their concerns.

13. Councilor Shevlin

Councilor Shevlin provided a detailed report on the following items:

- Local issues of human trafficking
- Appreciated audience attendance and testimony.
- Clackamas County Business Alliance (CCBA) on January 8, 2025 (Councilor Shevlin submitted a meeting summary, which has been added to the record.)

Lastly, the Mayor commented that human trafficking effects all children and all need to be engaged in the community to prevent it.

CONSENT AGENDA

The City Attorney read the title of the Consent Agenda item into the record.

14. Minutes of the January 6, 2025 City Council Meeting.

Motion: Moved to approve the Consent Agenda.

Motion made by Councilor Cunningham Seconded by Councilor Council President Berry.

Voting Yea:

Mayor O'Neil, Council President Berry, Councilor Dunwell, Councilor Shevlin, Councilor Cunningham

Vote: Motion carried 5-0.

NEW BUSINESS

There was none.

CONTINUING BUSINESS

The City Attorney read the title of Ordinance Nos. 896 and 897 into the record on second reading.

The Mayor read the second reading script at 9:17 p.m.

The Mayor asked if any members of the City Council wished to abstain, declare a conflict of interest, and report any ex-parte contact or any information gained outside of the hearing.

Councilor Dunwell announced her intention to abstain from the vote due to an ex-parte conversation. After discussing with City Planners and the City Attorney, she felt comfortable with the answers received but preferred to abstain because of the prior communication.

The Mayor requested a motion for Ordinance No. 896 on second reading.

15. **Ordinance No. 896** - *2nd Reading (Quasi-Judicial Land Use Hearing)*

An Ordinance Of The City Of Wilsonville Annexing Approximately 9.00 Acres Of Property Located At 7400 SW Frog Pond Lane For Development Of A 28-Lot Residential Subdivision.

Motion: Moved to approve Ordinance No. 896 on second reading.

Motion made by Councilor Council President Berry Seconded by Councilor Shevlin.

There was no further discussion.

Voting Yea:

Mayor O'Neil, Council President Berry, Councilor Shevlin, Councilor Cunningham

Abstaining:

Councilor Dunwell

Vote: Motion carried 4-0-1.

The Mayor requested a motion for Ordinance No. 897 on second reading.

16. **Ordinance No. 897** -2nd Reading (Quasi-Judicial Land Use Hearing)

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Zone To The Residential Neighborhood (RN) Zone On Approximately 9.00 Acres Located At 7400 SW Frog Pond Lane For Development Of A 28-Lot Residential Subdivision.

Motion: Moved to approve Ordinance No. 897 on second reading.

Motion made by Councilor Council President Berry Seconded by Councilor Shevlin.

Voting Yea:

Mayor O'Neil, Council President Berry, Councilor Shevlin, Councilor Cunningham

Abstaining:

Councilor Dunwell

Vote: Motion carried 4-0-1.

The Mayor read the appeal rights statement. It was explained those that desired to appeal this decision to the Oregon Land Use Board of Appeals (LUBA), must file a notice of intent to appeal, stating the grounds of the appeal, in the form and within the time prescribed by State law.

PUBLIC HEARING

There was none.

CITY MANAGER'S BUSINESS

There was no report.

LEGAL BUSINESS

The City Attorney explained that the Legal Department created a quarterly report for the City Council on public contracts. The report covered contracts that fall within the range between the threshold for administrative approval and the "notable" level, after the City Council previously adopted revisions to increase the administrative approval threshold. The report was included in the Council's packet. Furthermore, the City Attorney was available to answer any questions about projects covered in the report.

ADJOURN

The Mayor adjourned the meeting at 9:22 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Shawn O’Neil, Mayor