CITY COUNCIL AGENDA

July 21, 2025 at 7:00 PM

Wilsonville City Hall

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@wilsonvilleoregon.gov
Individuals may submit comments online at: https://www.wilsonvilleoregon.gov/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. Coffee Creek Land Aggregation Strategy (*Lorenzen*) [35 min]

B. Public Safety Project Update - Enforcement Solutions for RVs and Abandoned Vehicles (*Guile-Hinman*) [45 min]

ADJOURN [6:30 PM]
Break to switch Zoom accounts [5 min.]

EXECUTIVE SESSION [6:35 PM]

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

ADJOURN [7:00 PM]

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, July 21, 2025 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on July 8, 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 [7:00 PM]

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

MAYOR'S BUSINESS [7:05 PM]

4. Upcoming Meetings (*Link to City Calendar: https://www.wilsonvilleoregon.gov/calendar)*

COMMUNICATIONS [7:15 PM]

5. Senator Neron Misslin's End of Session Presentation [15 min.]

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:30 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 [7:45 PM]

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

CONSENT AGENDA [8:05 PM]

10. **Resolution No. 3176**

    A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Gt Landscape Solutions For Construction Of The Frog Pond West Neighborhood Park Project (Capital Improvement Project #9175). *(Ammerman/Rappold)*

11. **Resolution No 3188**

    A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Dowl, LLC To Provide Engineering Consulting Services For The Stafford Road Improvements Project (Capital Improvement Project No. 4219, 2111, And 1158).

12. **Resolution No. 3204**

    A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Garland/Dbs, Inc. To Provide Services For Water Treatment Plant Re-Roofing Project. (*Kerber*)

13. **Resolution No. 3206**

    A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute An Amendment To The Professional Services Agreement With Dowl, LLC For The Willamette Water Supply Pipeline Main 1.3 (PLM 1.3): Construction Inspection Of City Infrastructure Project (Capital Improvement Project No. 1127). *(Rauthause)*

14. **Resolution No. 3207**

    A Resolution Of The City Of Wilsonville Approving Master Professional Services Agreements For On-Call Civil Engineering Services And Related Services. (*Guile-Hinman)*

15. Minutes of the June 16, 2025 City Council Meeting. *(City Recorder)*

NEW BUSINESS [8:10 PM]

CONTINUING BUSINESS [8:10 PM]

PUBLIC HEARING [8:10 PM]

16. **Ordinance No. 899** *-1st Reading (Legislative Land Use Hearing)*

    An Ordinance Of The City Of Wilsonville Adopting The Climate Friendly And Equitable Communities (CFEC) Parking Compliance Development Code Amendments. (*Pauly*)

CITY MANAGER'S BUSINESS [8:25 PM]

17. Update on Town Center Public Engagement Strategies

LEGAL BUSINESS [8:35 PM]

18. Public Contracting Quarterly Report

ADJOURN [8:40 PM]

INFORMATIONAL ITEMS – No Council Action Necessary

City Manager Reports

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 503-570-1506 or : 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.

Habrá intérpretes disponibles para aquéllas personas que no hablan Inglés, previo acuerdo.

Comuníquese al 503-570-1506.

WILSONVILLE
OREGON

CITY COUNCIL MEETING
STAFF REPORT

Meeting Date: July 21, 2025	**Subject:** Coffee Creek Land Aggregation Strategy **Staff Member:** Matt Lorenzen, Econ. Dev. Mgr. **Department:** Community Development
Action Required	**Advisory Board/Commission Recommendation**
☐ Motion ☐ Public Hearing Date: ☐ Ordinance 1st Reading Date: ☐ Ordinance 2nd Reading Date: ☐ Resolution ☐ Information or Direction ☐ Information Only ☒ Council Direction ☐ Consent Agenda	☐ Approval ☐ Denial ☐ None Forwarded ☒ Not Applicable **Comments:** Any decisions related to purchasing an interest in real estate will come at a later date and will in all cases be made by Council. Directing staff to advance this strategy does not authorize staff to expend funds that have not been budgeted nor to purchase any interest in real estate.
Staff Recommendation: Staff requests Council direction to continue taking administrative steps to further the land aggregation strategy discussed in this report.	
Recommended Language for Motion: Not applicable.	
Project / Issue Relates To:	
☐Council Goals/Priorities:	☒Adopted Master Plan(s): Coffee Creek Master Plan Urban Renewal Strategic Plan ☐Not Applicable

ISSUE BEFORE COUNCIL:
Shall Economic Development staff, with support from Legal and Community Development, begin taking administrative steps to effectuate the land aggregation strategy outlined in this report?

EXECUTIVE SUMMARY:

Introduction

Economic Development staff is responsible for supporting the growth of industry and private capital investment (development) in the City, with the end goal of bolstering and growing the tax base, which is the lifeblood of most City services and the General Fund.

The Coffee Creek Industrial Area ("Coffee Creek" or the "Area") is a high-opportunity area where land is "development-ready" from a regulatory standpoint. The City has an adopted Master Plan, which includes infrastructure alignments, zoning and development code, and an established urban renewal area to support the construction of infrastructure in order to spur private development and investment.

Notwithstanding these foundational pieces, it has been clear for a number of years that land aggregation (the purchase and combination of small parcels into a larger contiguous site) is needed to facilitate development. Ideally, in development areas, the private sector purchases, aggregates and develops land, with the City acting as a regulatory agency only. However, this ideal pattern has not occurred in Coffee Creek, as was anticipated.

Background

While development activity in Coffee Creek has picked up in recent years, the pace and scale of development—as well as job density and capital investment levels—have fallen short of the vision outlined in the Coffee Creek Master Plan.

In 2016, following an advisory vote of the Wilsonville electorate, the City established an urban renewal area in Coffee Creek to spur and support private development through strategic infrastructure investments. Development, and therefore increment generation, have not kept pace with forecasts developed in conjunction with the Coffee Creek urban renewal plan.

In 2020, the City used urban renewal debt proceeds, together with other funding sources, to construct Garden Acres Road (2/3 width) to urban industrial standards, with the goal of catalyzing development—particularly along the east side of the road. While this project has achieved measured success in spurring development, including the Precision Countertops project currently under construction, overall development activity still does not reflect the level of demand for industrial sites in the Portland Metro market, nor does it meet community and regional expectations for this "Regionally Significant Industrial Area" (RSIA).

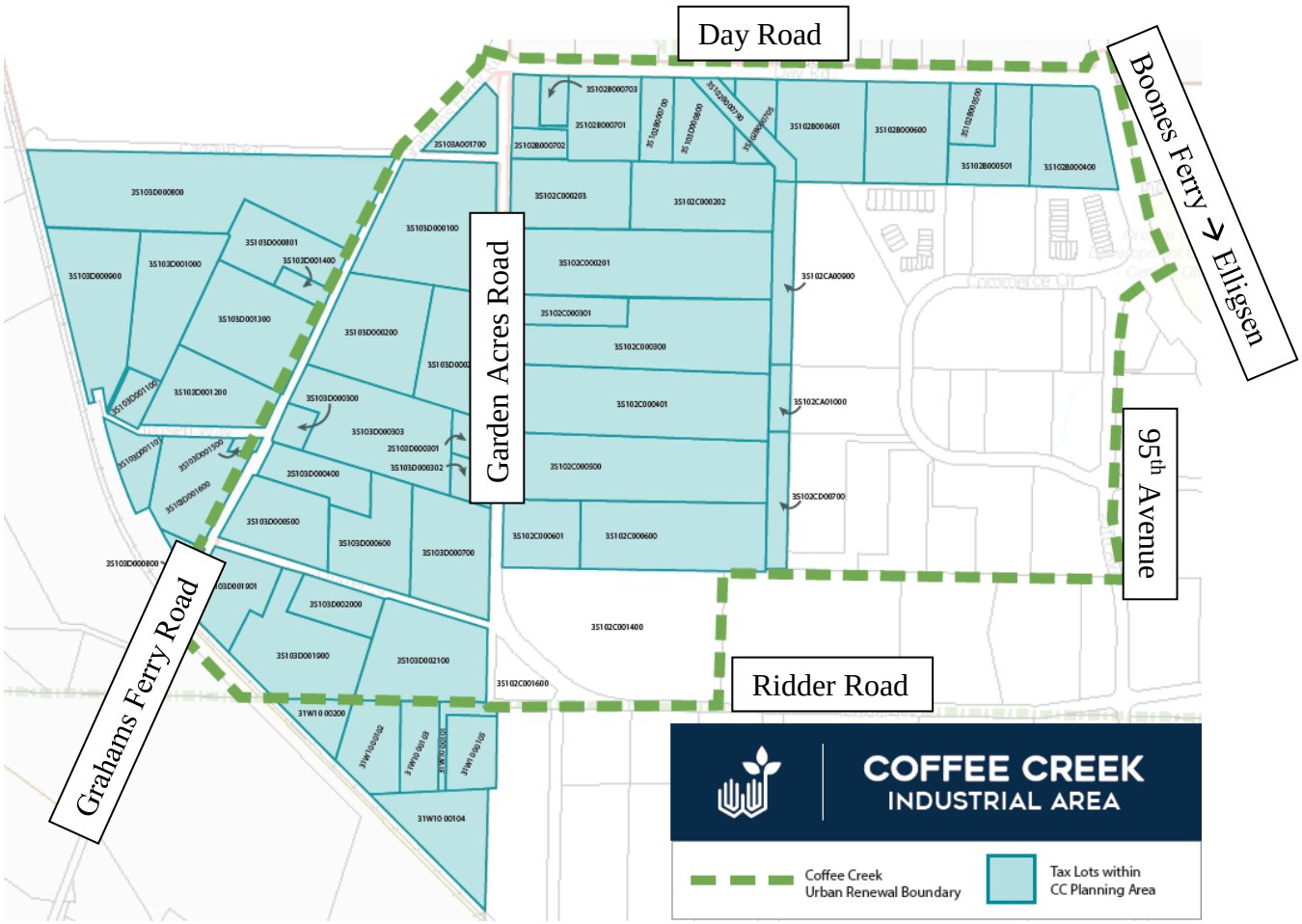
This raises the question: why? At least three primary factors are at play:

1. **Land Parcelization**

Figure A. shows the configuration of parcels in the area. Many are irregularly shaped or configured, and few are large enough on their own to accommodate industrial-scale development. Moreover, these parcels are typically owned by disparate parties with differing motivations and timelines for selling. This places a heavy burden on developers and businesses seeking to build in Coffee Creek, who must coordinate with multiple property owners and, in

many cases, "bank" land for extended periods while waiting for adjacent parcels to become available. This activity ties up capital that could be deployed elsewhere—capital that tends to follow the path of least resistance. Consequently, we see very little land aggregation taking place.

Figure A.



2. Contractor Establishments

Figure B. (next page) shows a recent aerial photograph of the area. Contractor establishments—sites cleared of vegetation and used as outdoor laydown yards for heavy equipment, materials, and other storage—are prevalent. Contractor establishments often, but not always, include structures of minimal value, such as former residences-turned-offices, and/or pole barns. See **Figure C.** They are approved under Washington County codes, as this area is still mostly outside city limits. These properties are often, though not always, owned by one party and leased to another. They function as income properties, often producing strong returns with minimal management for owners. These “sticky” uses are financially attractive to both tenants and owners, who are both generally content with the status quo.

Figure B.

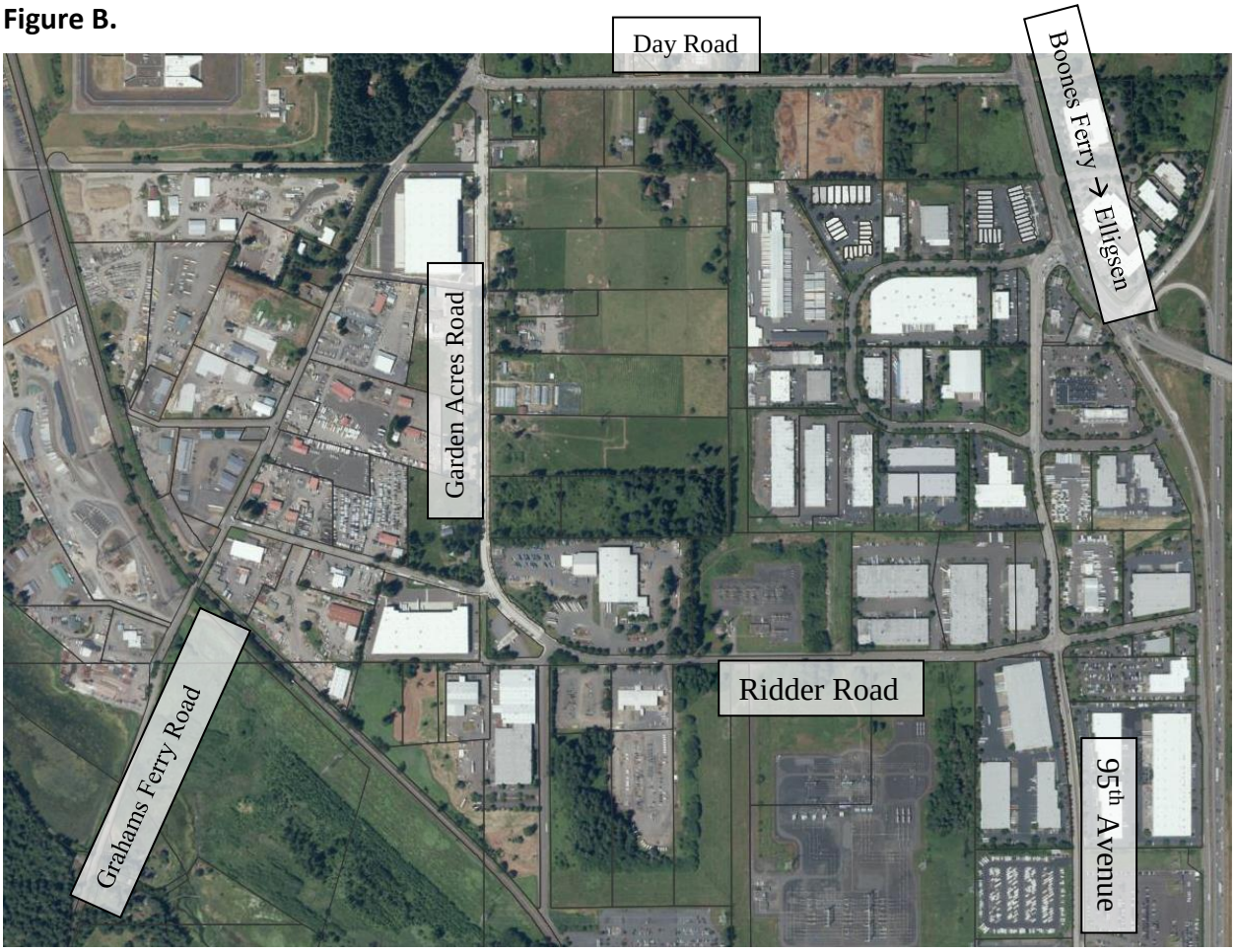


Figure C.



3. Land Value Discrepancies

This is perhaps the most significant inhibitor of land sales and urban industrial development, though also the most complex. Commercial land valuation is both an art and a science. Appraisers rarely assign a single value; rather, they present a value range, depending on the method used. Two common methods are the "income approach" and the "residual land value" approach.

> The **income approach** values a property as a mathematical function of the net income it generates—treating it like an income-producing asset.
>
> The **residual land value** approach is standard in development analysis. It works backward from the projected value of a completed development, subtracting all hard and soft costs (construction, permitting, design, engineering, capital carry costs, etc.), to arrive at the maximum price a developer can pay for land while still meeting profitability requirements.

Developers often rely on equity investors and debt financing. Both investors and lenders impose strict performance metrics—such as required profit margins, net operating income, and debt service coverage ratios—to ensure loan repayment and return-on-investment. As a result, developers are constrained in what they can offer for land.

Often, there is a significant gap between the income-based value a landowner expects and the price a development pro forma can support. **When that gap is too large and cannot be bridged, the property remains in its current state, and development stalls.**

Proposed Strategy

Bridge the gap.

Using urban renewal funds, the City can strategically purchase or option property of a desirable size and configuration from willing sellers (several adjacent parcels, perhaps), paying the income approach value that most sellers demand. The City can then develop a request for proposals (RFP) and issue the development offering, with development standards and use requirements that align with the vision of the Coffee Creek Master Plan. Responses to the RFP should indicate a price a developer is willing to pay for the land, together with a rough vision for the private development of the site if the exact use or user is unknown. The City will select a winning proposal that combines an acceptable price with a desirable vision for development. The property will then be sold to the winning developer/proposer through a Disposition & Development Agreement (DDA). The City Attorney's office would be involved with every step described above.

Almost certainly, there will be a gap between the price the City paid for the property and the price a buyer/developer pays the City. Fortunately, the City and its urban renewal agency do not have to assume the cost of that gap. Here's how that's possible:

In 2023, several areas of the city, including Coffee Creek, were approved under Business Oregon's Regionally Significant Industrial Sites (RSIS) program. RSIS is a performance-based economic development program that reimburses RSIS project sponsors (the City) for approved site improvement expenditures. The state shares a portion of state income tax generated by

employment on RSIS sites for industrial land site readiness activities beginning the year after a project's employment thresholds are reached. Such thresholds are outlined in the RSIS program guidelines.

Eligible costs that can be reimbursed through the program include:

- **Land assembly**
- Site preparation
- Utility and transportation improvements
- Environmental remediation and mitigation
- Financing costs

So, the City can be reimbursed for "the gap" over time, after well-paying jobs are established on the site. Business Oregon staff responsible for the administration of the RSIS program have confirmed this. Both the City of Hillsboro and the Port of Portland have utilized the RSIS program to be reimbursed for eligible site preparation costs under their jurisdiction.

Next Steps & Important Considerations

The next step is to bring more information and specificity back to Council for further consideration, if that is desired. The purpose of this report and the initial discussion with the City Council is to simply gauge interest and appetite to explore further before additional staff time is invested.

If Council is interested in exploring further, near-term next steps for staff include, but are not limited to:

- Formally request an amendment to the City's contract with Business Oregon under the RSIS program, to add Land Assembly as a reimbursable expense.
    - This amendment obligates the City to nothing. It simply allows the City to recoup funds for expenses related to Land Assembly.
- Finalize and sign any such RSIS contract amendment.
- Draft a template for a minor amendment to the Coffee Creek Urban Renewal Plan, to be used if and when property is identified for purchase by the Agency. An amendment would add the identified property acquisition as an eligible project under the Plan, when adopted.

Considerations

- **Few alternatives besides the status quo.** Staff has looked at the challenge of land aggregation in Coffee Creek from many angles over the past 5+ years, and has not been able to identify an alternative method to address this challenge. This appears to be an appropriate opportunity for government intervention, where the market and regulation alone are not producing desired community development outcomes.

- **Net zero impact on urban renewal spending capacity possible.** Maximum indebtedness in the Coffee Creek Urban Renewal Plan is $67 Million. Those funds are currently planned for infrastructure projects exclusively. If funds are used for property acquisition, after a plan amendment, that means less funding is available for infrastructure projects, *theoretically*. In practice, however, the City's spending capacity is not affected materially.
    - While maximum indebtedness capacity is reduced by a purchase of interest in real property, that doesn't mean the Agency's total spending capacity in the area is reduced. When an urban renewal agency has income (from a land sale, for example) those funds are recognized as "Program Income" as defined by Oregon Revised Statutes. Program Income can be re-expended on other eligible projects in the urban renewal plan and does not get counted a second time against maximum indebtedness.
    - In an example where the City purchases property for $10M, sells it for $7M, and recoups $3M through the RSIS program, the City may spend those same $10M on other approved projects in the urban renewal plan, effectively allowing the City to spend those dollars multiple times. That said, during the period when funds are expended and outstanding, they would be unavailable.
- **Manageable risk.** While risk would be mitigated to the greatest extent possible by using the method described in this report, through solid contracts and by seeking Council authorization before taking any action toward a purchase, the risk is *not* zero. There are a couple areas of specific risk, however small:
    - If the City purchases and aggregates property, and then fails to identify an interested buyer/developer to purchase such property, the funds associated with such a purchase would be tied up until a sale is realized.
    - If the City sells property it owns through a DDA, and the jobs eventually created by new development/industry do not meet eligibility requirements under the RSIS program, the City would be unable to claim a reimbursement for the monetary gap between the property purchase price and the sale price. However, the City would seek to obligate any potential purchaser to create eligible jobs on the property through the DDA, shifting such risk to the purchaser/developer, rather than the City.
- **No eminent domain.** Public entities are barred by law from taking property through eminent domain/condemnation for private redevelopment. If the Council directs to continue exploring this aggregation strategy, land purchases would only be made from willing sellers after Council so authorizes.
- **There is risk in the status quo.** While there are some manageable risks associated with this strategy, there is also risk in maintaining the status quo. The City can continue to invest in infrastructure in this area, limited by modest tax increment growth, but if private development doesn't occur as envisioned, what has the city accomplished by building first class infrastructure only to serve the existing low-value development pattern?

The City's general fund depends on property tax, and expenses for public services regularly exceed the 3% annual growth allowed by Oregon property tax law. This means new development in the City is needed in order to maintain, and ideally improve, public services in the long-term. Industrial development is efficient, in that it does not have the same public service demands (public safety, emergency services, schools, library, etc.) that new residential has. By spurring growth in this area, the City is future-proofing its job base and its long-term tax revenue stream, to serve future generations.

Conclusion

The Coffee Creek area was added to the urban growth boundary (UGB) in the early 2000s. Despite standard approaches and best efforts to facilitate development in this area, the pace of development has been slow, due mainly to the lack of large, contiguous sites served by utilities. Private investment can do the work of extending utilities and building roads, but not if they don't have a site of sufficient size and configuration to work with. In most cases, the private sector alone has not been willing or able to aggregate property and pay the premium needed in order to motivate current owners to sell. The approach prescribed in this report has been proven in other jurisdictions, and the addition of the RSIS reimbursement makes this approach even more viable. To be sure, this area will continue to struggle without some entity, whether private or public, intervening to proactively orchestrate desired outcomes. The potential of this area is great, but it is locked up. This land aggregation and disposition approach serves to unlock that potential to the benefit of local and state budgets through job creation and new, taxable capital investment.

EXPECTED RESULTS:

By making strategic interventions—purchasing, aggregating, and disposing of property—the pace and scale of private development will improve in the Coffee Creek area, creating a stronger return-on-investment for the urban renewal agency, and for taxing districts in the long-term.

TIMELINE:

There is no prescribed timeline for the implementation of this strategy. If the Council directs staff to continue advancing the administrative steps required to make an authorized land acquisition possible, such steps would probably take us into the fall of 2025. After those pieces are in place, Staff would begin conversations with brokers and property owners to identify potential acquisitions.

CURRENT YEAR BUDGET IMPACTS:

Any costs associated with the administrative actions needed (amending the Coffee Creek urban renewal plan and amending the City's RSIS contract with Business Oregon) will be paid through funds already included in the City Budget.

COMMUNITY INVOLVEMENT PROCESS:

The Coffee Creek Master Plan and the Urban Renewal Strategic Plan were both public processes that involved stakeholder and public engagement, through task force meetings and public City Council meetings where the draft plans were considered and eventually adopted.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:
The City's general fund depends on property tax, and expenses for public services regularly exceed the 3% annual growth allowed by Oregon property tax law. This means new development is needed in order to maintain, and ideally improve, public services in the long-term. Industrial development is efficient, in that it does not have the same public service demands (public safety, emergency services, schools, library, etc.) that new residential development has. By spurring growth in this area, the City is future-proofing its job base and its long-term tax revenue stream, to serve future generations.

The potential of this area is great, but it is locked up. This land aggregation and disposition approach serves to unlock that potential to the benefit of local and state budgets through job creation and new, taxable capital investment.

ALTERNATIVES:
Alternatives are discussed above.

CITY MANAGER COMMENT:
N/A

ATTACHMENTS:
N/A

CITY COUNCIL MEETING
STAFF REPORT

Meeting Date: July 21, 2025	**Subject:** Public Safety Project Update - Enforcement Solutions for RVs and Abandoned Vehicles **Staff Member:** Amanda Guile-Hinman, City Attorney Hannah Young, Law Clerk **Department:** Legal
Action Required	**Advisory Board/Commission Recommendation**
☐ Motion ☐ Public Hearing Date: ☐ Ordinance 1st Reading Date: ☐ Ordinance 2nd Reading Date: ☐ Resolution ☒ Information or Direction ☐ Information Only ☐ Council Direction ☐ Consent Agenda	☐ Approval ☐ Denial ☐ None Forwarded ☒ Not Applicable **Comments:** N/A
Staff Recommendation: N/A	
Recommended Language for Motion: N/A	
Project / Issue Relates To:	

☒Council Goals/Priorities: 2025-27 Council Goal No. 2: Public Safety; Strategy 2.1	☐Adopted Master Plan(s):	☐Not Applicable

ISSUE BEFORE COUNCIL:

Council input on alternatives analysis of current Wilsonville Code provisions governing parking regulations applicable to recreational vehicles (RVs) and governing abandoned vehicles. Council feedback on draft outreach plan.

EXECUTIVE SUMMARY:

As part of its 2025-27 Council Goals, the City Council adopted Goal 2: Public Safety. The first outcome identified in Goal 2 is to "streamline response to code enforcement challenges." To achieve this outcome, Strategy 2.1 calls for the City to "investigate enforcement solutions for RVs (and examine abandoned vehicle definition in code)." Based on Strategy 2.1, this staff report is divided into three main topics: (1) parking regulations, particularly relating to RVs; (2) abandoned vehicle regulations; and (3) a draft public outreach plan. Prior to addressing each of these topics, this staff report provides background information on the identified issues and parking enforcement data. From the information provided herein, during the July 21, 2025 work session, staff seeks the following feedback from Council:

1. At this time, does Council have any questions or feedback regarding the alternatives analysis of the relevant code provisions staff is performing?
2. Are there any other alternatives that Council wants staff to examine?
3. Does Council have any feedback or questions regarding the draft outreach plan?

I. BACKGROUND

Based on the implementation timeline identified in the approved Council Goals, staff began working on the first outcome of Goal 2 in May 2025. An interdepartmental team consisting of employees from Legal, Police, Code Compliance, Administration, and Community Development met to discuss the strategies identified for the outcome of streamlining response to code enforcement challenges. A chart of each subgroup for the five (5) strategies is provided below:

Strategy	Subgroup Members
2.1 – Investigate enforcement solutions for RVs (and examine abandoned vehicle definition in code)	Legal, Code Compliance, Police, Administration
2.2 – Update Chapter 1 code enforcement process and penalties (incl. admin process instead of police citation)	Legal, Code Compliance, Planning, Building, Administration, Police (optional)
2.3 – Update Nuisance code provisions, with particular review of noxious vegetation, property appearance, noise, and other chronic nuisances	Legal, Code Compliance, Planning (optional), Natural Resources (stormwater), TVF&R (fire season)
2.4 – Investigate developing a graffiti enforcement/reward program	Legal, Code Compliance, Police, Administration, Public Works (optional)
2.5 – Review Clack Co administrative warrant process and consider whether City should adopt a similar local process	Legal, Code Compliance, Police, Administration, Building, Planning

After the project kick-off meeting in May, the subgroup for Strategy 2.1 ("Strategy 2.1 Subgroup") met to discuss the current issues regarding parking, particularly as to RVs, and relatedly, the potential interplay with the City's abandoned vehicle code provisions.

A. Issues Identified

The Strategy 2.1 Subgroup discussed concerns expressed by Council and community members regarding RVs. Staff noted the following regarding the concerns:

- The City can regulate the public right-of-way (City streets), which is distinct from property owners regulating their private property.
- People park RVs on City streets for a myriad of reasons, such as to prepare for travel, short-term stays with family or friends, or to engage in rest. Consideration of new regulations for RVs parked on City streets should focus on specific public health, safety, and welfare concerns without being overbroad or vague.
- While people park RVs on City streets, few exceed the 72-hour limit for parking on public rights-of-way. Many move at some point in time, but may return to a previous location, giving the appearance that they had not moved. Some recent examples of RVs that parked longer than 72 hours (one on SW Parkway Avenue near the 76 gas station and one on SW Courtside Drive near Goodwill) moved either voluntarily (the one at Parkway) or involuntarily (the one at Courtside).
- Towing RVs is complex – few tow companies are willing to tow and/or store the RVs and the cost of towing is high. The cost to tow a single RV is generally between $7,000 and $10,000 because it includes the tow, sanitization, and storage. If an RV has additional hazardous or environmental concerns, the cost can be higher.
- The City must have the capacity to enforce any new regulations, so administrative, enforcement, and cost burden must be considered, along with public health, safety, and welfare factors.
- With increased visibility of parked RVs, both on private property (regulated by the property owner) and on City streets, the concern is to ensure that the City has the necessary tools available, so the City does not see a proliferation of RVs parked on City streets for extended periods of time. **In other words, the current issue identified by staff is to proactively address any gaps in enforcement of long-term RV parking that may exist to ensure the City can maintain the public health, safety, and welfare**.

B. Parking/Traffic Enforcement Data

Since May 2022, the Wilsonville Police Department began monthly reporting of traffic details, which includes calls for extra patrols, parking complaints, and traffic complaints. Since June 2022 (the following month), the monthly reports included notes to better identify the reason for the calls. City staff analyzed all monthly reports from June 2022 (when the notes were included) through May 2025 to better understand the volume of complaints related to 72-hour parking

violations/abandoned vehicles and to RV issues compared to all parking complaints and all combined complaints. While the data includes many nuances, such as calls that resulted in a determination that there was no violation or that the vehicle was located on private property, the data does help to understand the types, volume, and relative percentage of various vehicle parking complaints. Attached to this staff report as **Attachment 1**, is the year-over-year comparison of parking complaints, broken out into specific categories. Attachment 1 not only includes averages for each year but also breaks down the averages by month.

Chart 1 below is the annual average number of complaints related to five (5) distinct issues: 72-hour/abandoned vehicle parking; private parking issues; city parking lot issues; semis/commercial trailer parking; and RV/camp trailer parking.

Chart 1: Year-Over-Year Averaged Parking Complaints

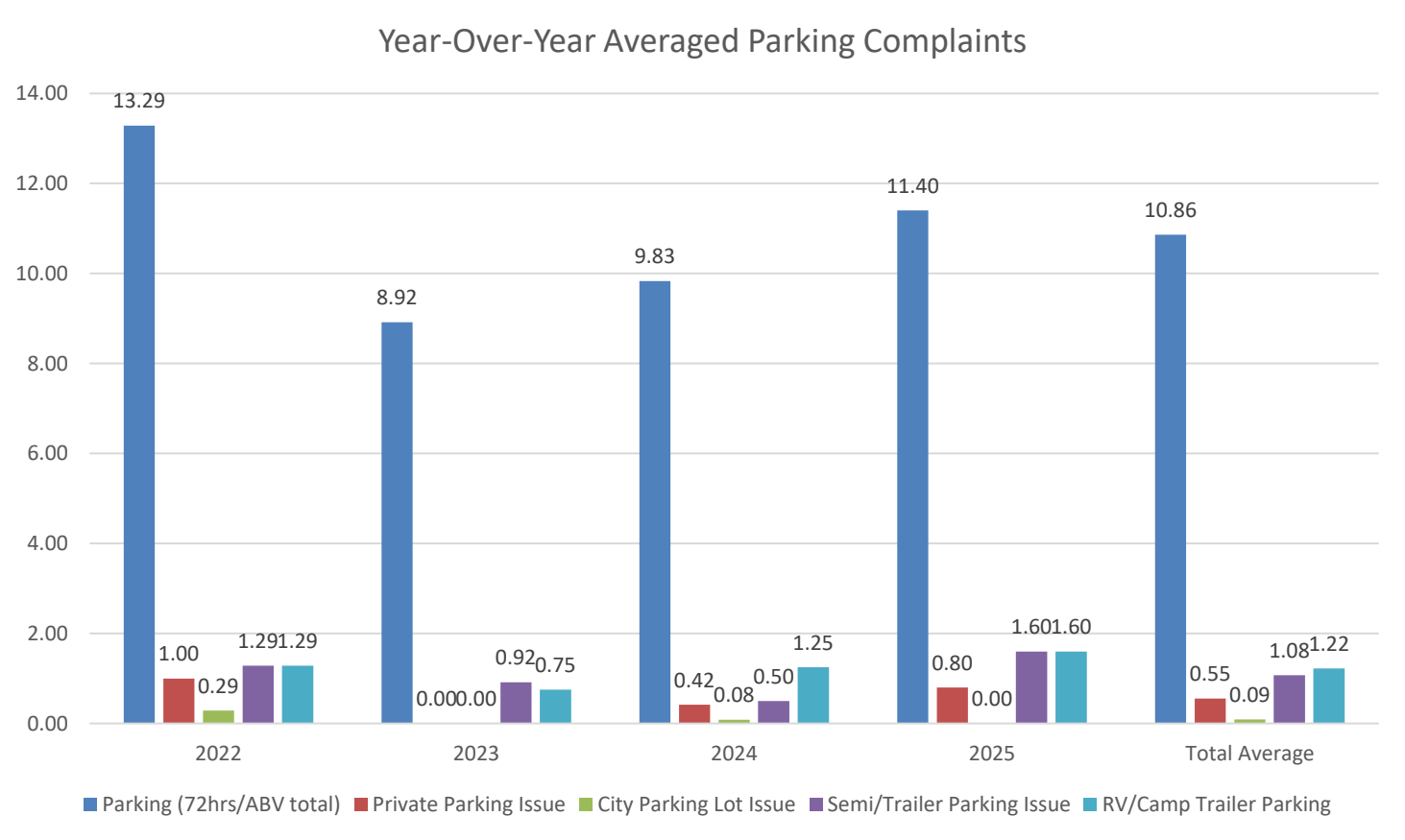
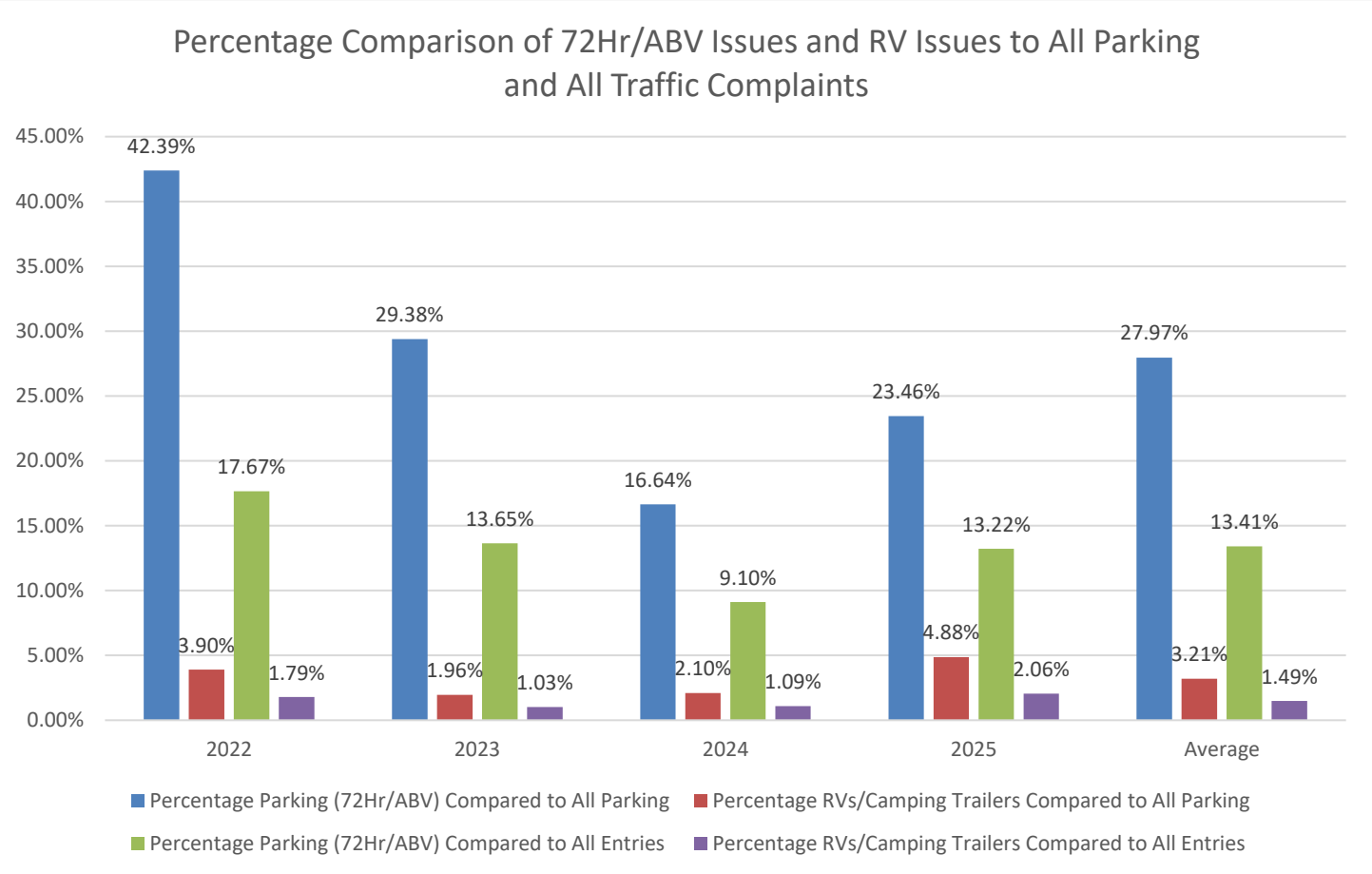


Chart 2 below is a percentage comparison specifically of 72-hour/abandoned vehicle parking (ABV) issues and RV/camp trailer parking issues to all parking complaints and all traffic complaints from 2022 to 2025.

Chart 2: Percentage Comparison of 72Hr/ABV Issues and RV Issues to All Parking and All Traffic Complaints



The data analysis suggests that a significant portion of parking complaints involve alleged violations of the 72-hour parking limit regulation. Thus, some of the alternatives proposed by staff for further Council/community input involve updates to the 72-hour parking limitation. The proposed alternatives may be an approach that can further address both RVs parked on City streets and the more typical calls regarding long-term vehicle parking.

II. PARKING REGULATIONS

While Strategy 2.1 specifically focused on RVs and abandoned vehicles, the Strategy 2.1 Subgroup analyzed the existing applicable Wilsonville Code provisions regarding parking and abandoned vehicles more generally to identify areas where updates to current regulations may be helpful to not only address RVs parked on City streets for extended periods of time, but also other parking issues identified from the data. In addition, staff examined the municipal codes of several surrounding jurisdictions regarding their parking, abandoned vehicle, and RV regulations (if expressly differentiated from other parking regulations). Attached as **Attachment 2** is the Parking, Abandoned Vehicles, RV Regulation Comparison Chart.

In this Section II, staff review current, relevant Wilsonville Code parking regulations and then discuss possible alternatives to the parking regulations that Council may want to explore further and are intended to be included in the public outreach plan. Throughout the alternatives discussion, staff will note when other jurisdictions utilize such alternatives. The three parking regulations alternatives discussed below are: (1) retaining the 72-hour limit and adding a 24-hour minimum before returning; (2) establishing different time limits for different land use zones; and (3) an RV parking permit program.

A. Current Wilsonville Code

i. Wilsonville Parking Regulations

Current City regulations require that vehicles cannot be parked on City streets more than 72 hours, at which point vehicles must be moved at least three car lengths away. WC 5.210(9). The Wilsonville Code does not specify ***how long*** a vehicle must be moved from a given area before returning. Of the eight (8) jurisdictions reviewed (*see* **Attachment 2**), they all include a parking or storage regulation limiting parking on public streets; six (6) have a 72-hour limit and two (2) have a 24-hour limit. In Wilsonville, from June 2022 through May 2025, 72 Hour Parking Violations/Abandoned Vehicles made up 27.97% of total parking calls received by law enforcement in Wilsonville. On average, law enforcement receives ten (10) calls per month related to vehicles allegedly violating the current 72-hour rule. Some of those calls resulted in a determination by law enforcement that no enforcement could occur because the vehicle in question did move, but allegedly for a relatively short period of time. Calls regarding RVs are often linked to this 72-hour rule. Thus, as discussed below, the Council may consider updates to the 72-hour parking rule, which may address some of the concerns regarding RVs.

The City also has regulations about towing vehicles (WC 5.400-5.460). WC 5.415 specifically discusses circumstances where vehicles may be towed without prior notice, most notably:

> (d): a vehicle required by law to display license plates does not, or displays plates registered to a nonmatching vehicle, and the VIN is not visible or does not indicate ownership, or the owners of the vehicle/persons with interest in vehicle cannot be determined after inquiry to license and registration agency.
>
> (p): The vehicle registration as indicated by sticker or card has been expired for 90 days or more, the vehicle is required to be registered when operated on a highway and the vehicle is parked or being operated on City streets.

In addition to WC 5.415(1)(p), Clackamas County has a similar regulation, Clackamas County Code Section 7.01.020(K) governing vehicles that have expired tags for 90 days or more.

B. Alternatives Analysis

i. 72-Limitation + 24 Hours Before Returning

As mentioned, current regulations in Wilsonville require that after a 72-hour period, vehicles must be moved at least three car lengths away. There are no conditions for how long a vehicle must be away from a given area before returning. From 2022-2025, 72 Hour Parking and Abandoned Vehicle complaints made up 27.97% of total parking calls received by law enforcement in Wilsonville.

A possible amendment to WC 5.200 would introduce an additional requirement that all vehicles parked for a 72-hour period must be moved for a minimum of 24 hours before returning. The goal of this update would ensure that owners of vehicles will not continue the practice of moving their vehicle for a short period (sometimes as brief as 30 minutes) to "restart" another 72-hours that their vehicle may remain on public roads. Since code violation investigations are primarily complaint driven, under this alternative, code enforcement will be able to notify the owner/occupier of the vehicle, document the point of contact and track whether the vehicle is gone for the required time. This documentation would also promote accurate and fair citation practices for those who violate.

This alternative proposes a low-cost update to Wilsonville's City Code. By requiring vehicles to remain in another location for at least 24 hours before returning to a previous street parking location, Code Enforcement will have a standardized rule to monitor compliance without requiring unreasonable vigilance or expense of resources. These updated code provisions would also address the concern of RVs overstaying the same parking time limits. The primary concern is efficacy in solving Council-identified issues without known outcomes. By adopting this alternative, Council could supplement by updating other areas of Wilsonville's code—such as a stricter abandoned vehicle definition (described below in Section III). By combining multiple updates to relevant code provisions and boosting code enforcement efforts, overall compliance may be increased.

ii. Zoning Differentiation

Another alternative to current City parking regulations is to establish zone-specific parking regulations (e.g., residential, commercial, and industrial). Specific regulations may include variations of permittable parking hours, length of time away before a vehicle may return, etc. Zoning designations would mirror already defined zones in Wilsonville Code Chapter 4. Wilsonville has ten (10) different zones, some with further subdistricts, as well as four overlay zones. If this alternative is explored further, precision in descriptions of the different parking zones will be paramount.

By establishing zone-based regulations, existing concerns in each area could be addressed specifically and effectively. Costs associated with this alternative would include production and posting of appropriate signage in each zoned area. If implemented, staff and Roads Maintenance

would work to assemble a project proposal with exact placement and number of signs to produce per designated zone.

Currently, Wilsonville has 395 "No Parking" signs throughout the City. Roads Maintenance reported that installation of 1 parking sign has approximately $75 dollars and 2 hours of labor associated with the process. This amounts to approximately $30-45 in materials for production and installation of a blank sign (i.e. pole, gravel, anchor, set) and an additional $25 in the vinyl materials for the sign content.

This alternative may lead to some confusion for residents, businesses, and visitors regarding the length of time parking is allowed and will also require ongoing education with law enforcement and code enforcement about what time regulations apply to which areas. Staff will also need to ensure that such regulations are precise when describing zoning areas and may need updates from time to time when the City adopts new land use zones.

iii. RV Parking Permit Program

During the Council goal-setting retreat, one concept discussed was the possibility of implementing an RV Parking Permit program similar to those of other jurisdictions. Currently, Wilsonville experiences an average of 1-2 calls per month regarding RV/Camp Trailer parking—accounting for 3.21% of all parking calls spanning from 2022-2025.

City staff reviewed the RV Parking Permit programs of the four (4) jurisdictions in Oregon that currently have a program – Gresham, Keizer, Sandy, and McMinnville. **Attachment 3** includes a review of the RV Parking Permit Programs. Staff also contacted each jurisdiction to discuss the implementation and outcomes of the programs.

The RV Parking Permit programs reviewed require RV owners who desire to park their RV outside their homes on public streets apply and obtain a free 72-hour parking permit. The permit is obtained through the jurisdiction's website, and community members print the permits from home. These permits would be subject to several conditions. A single permit may be renewed twice, for longer stays. No more than a total of six (6) permits may be issued to a single owner within a year. This program is also subject to exceptions, such as a 12-hour "loading and unloading" period where a permit will not be required.

Under this program, if an RV does not have an issued permit, or cannot be verified that it belongs to a lawful tenant/property owner, a citation notice may be left, alerting that within 24 hours, the RV will need to be removed. If 24 hours passes without removal, the City will gain the right to tow. Compliance efforts will be led by Code Enforcement, and permits will be tracked and managed through the City's current case management system. If the City adopts this program but maintains a mostly complaint-driven enforcement, there will likely not be any additional administrative burden to Wilsonville's Code Enforcement officers.

Reported compliance and reception from the four jurisdictions is mixed. These mixed reactions are attributed to several variables. Overall enforcement and compliance are largely driven by the capacity of code enforcement. Efficacy of this program is difficult to measure. However, in jurisdictions where compliance efforts are vigilant and self-initiated by code enforcement, this program offers a streamlined approach to RV removal by the notice and tow.

When considering this alternative, staff examined the efficacy of the City's current residential parking permit program. The application process for which goes through the City Manager. However, designation for residential permits is difficult to obtain, and only apply to specific residential areas that display sufficient need. For example, the designation process requires a full petition and public meeting with the City Manager, creating additional administrative burden. Currently, only two (2) residential areas qualify for parking permit programs—Brenchley Estates and Meadows. Furthermore, the administrative expenses and workload associated with the program are costly. Currently, due to the decreasing number of permits issued each year, the cost of permits ($25 per permit) is not sufficient to cover administrative costs (purchasing of stickers, mailings, etc.).

Reception and utilization of permit programs is mixed. Of the two enrolled neighborhoods, peak participation occurred in 2020 with 56 total households—22 of 30 in Brenchley and all 26 in Meadows. Since then, enrollment has steadily declined. As of 2025, only 10 Brenchley households and for (4) in Meadows remain enrolled. If implemented, similar participation concerns may impact other potential programs such as zone designation or RV permit programs.

Concerns around this program include the risk of overregulation without solid evidence-based outcomes from jurisdictions where these programs are already in place. Furthermore, this program risks creating additional workload for community members who own RVs, while not addressing the central issue of individuals camping or leaving their RVs in public streets for extended periods of time. Costs associated with these programs would include additional expenditure on towing RVs. As mentioned above, this is an expensive process ($7,000-$10,000/tow), and budgetary adjustments may need to be considered as part of implementation.

III. ABANDONED VEHICLE REGULATIONS

In this Section III, staff review current, relevant Wilsonville Code and state statutes governing abandoned vehicles and then discuss possible updates to the City's abandoned vehicle regulations. Staff will also note other jurisdictions that utilize similar regulations. The comparison chart in **Attachment 2** includes a review of other jurisdictions' abandoned vehicle regulations.

A. Current Wilsonville Code and State Statutes

i. Wilsonville Abandoned Vehicle Regulations

Wilsonville Code 5.035(1) includes a definition of "abandoned vehicle" as follows:

> "A vehicle left unoccupied or unclaimed or in a damaged or dismantled condition such that the vehicle is inoperable."

If a vehicle is determined to be abandoned, the City has regulations governing towing of the abandoned vehicle, located at WC 5.400-5.460. After providing notice required under WC 5.410, and, if requested, a hearing under WC 5.435, if the Municipal Court determines the tow is validated pursuant to WC 5.445, an authorized officer may tow and impound a vehicle for several reasons, including if:

> "The Authorized Officer has probable cause to believe the vehicle is stored or abandoned which is parked or left standing upon the right-of-way of any street or alley or upon any City property for a period in excess of 72 hours." *See* WC 5.405(1)(a).

With the City's authority to tow abandoned vehicles, the definition of what constitutes an abandoned vehicle is critical to the City asserting this authority. As noted in the alternatives analysis in Subsection B below, the City's definition of abandoned vehicle is similar to some jurisdictions but is not as encompassing as several other jurisdictions, limiting the City's ability to tow vehicles that may *appear to be* abandoned.

ii. State Statutes

While the Oregon Revised Statutes do not have an express definition for what constitutes an "abandoned vehicle," the statutes do provide a mechanism to tow vehicles if they are determined to be abandoned. ORS 819.100 states:

> "(1) A person commits the offense of abandoning a vehicle if the person abandons a vehicle upon a highway or upon any public or private property.
>
> (2) The owner of the vehicle as shown by the records of the Department of Transportation shall be considered responsible for the abandonment of a vehicle in the manner prohibited by this section and shall be liable for the cost of towing and disposition of the abandoned vehicle.
>
> (3) A vehicle abandoned in violation of this section is subject to the provisions for towing and sale of abandoned vehicles under ORS 819.110 to 819.215.
>
> (4) The offense described in this section, abandoning a vehicle, is a Class B traffic violation." ORS 819.100 (emphasis added).

The Wilsonville Code provisions governing the process of towing abandoned vehicles are consistent with the Oregon statutes.

B. Alternatives Analysis

i. Updating Code Definition of Abandoned Vehicle

Current abandoned vehicle code provisions in Wilsonville provide that an authorized officer may order an abandoned vehicle to be towed after it has been left standing for at least 72 hours, as long as notice is provided. Notices of removal are required to be given 24 hours prior to removal/towing.

By further specifying and expanding the definition of what constitutes an abandoned vehicle in the Wilsonville Code, law enforcement will be provided with greater clarity and the discretion the current code lacks. Other jurisdictions have recently made similar updates to code language allowing for enhanced enforcement capacity to address community concern.

For example, as documented in **Attachment 2**, Sherwood most recently adopted language defining an abandoned vehicle as one that has remained in the same location for more than 48 hours and meets one or more of the following conditions: (1) expired plates; (2) appears to be inoperative or disabled; or (3) appears to be wrecked, partially dismantled, or junked. Similar language is in effect in Tigard and McMinnville. As part of its update, Sherwood also established an abandoned vehicle offense that is subject to additional civil penalties.

Incorporating language that allows any one of these conditions to trigger the notice and removal process provides law enforcement with more actionable criteria, streamlining response times and ensuring more consistent application of the code. Other jurisdictions have recently expanded their code's definition of abandoned vehicles to offer the same functionality to enforcement officers.

If implemented alongside other provided alternatives, such as the 24-hour minimum before returning to park described above in Section II, code updates to both how long a vehicle must be removed before return, and expanding the criteria to determine if a vehicle is "abandoned" would provide a comprehensive plan for actionable response from law enforcement to address community concerns surrounding parking of all vehicles, RVs included.

Normal administrative costs that are associated with publishing ordinances, and providing updates to all relevant public agencies, such as Clackamas County Sheriff. Furthermore, enforcement efforts may need to be rigorous at the outset to support compliance and visible impact in the community.

IV. OUTREACH PLAN

The Community Outreach Plan (**Attachment 4** attached hereto) for the City's vehicle code revision project consists of four (4) different components of outreach. Namely, (1) educational information; (2) community survey; (3) stakeholder surveys and interviews; and (4) interviews with individuals with lived experience.

Educational Information: Staff plan to develop an overarching summary of the current issue, the goals the City seeks to achieve by completing the questionnaire and provide relevant background information regarding the City's current code, enforcement and capabilities. This will precede the survey on *Let's Talk Wilsonville!*.

Upon completion of the survey, participants will receive a "Thank You for Participating" email to their inbox along with included frequently asked questions (FAQs) to provide additional information.

Community Questionnaire: Staff have taken examples from previous outreach efforts for similar programs regarding livability in Wilsonville to develop draft questions for a community survey. The goal of the survey will be to receive engagement from the wide range of community groups and areas in Wilsonville. Staff is working with Communications on developing quality questions and ensuring that posting is widespread to reach as many residents as possible on current concerns community members face and allowing for participants to rank their support for the various alternatives detailed above.

Stakeholder Interviews and Involvement: Staff have developed a list of stakeholders, based on research efforts on who may be most impacted by code updates and new programs. This list includes public agencies, local businesses, RV owners, individuals impacted by houselessness who are living in RVs and homeowners associations (HOAs). Staff have designed individualized questions for each stakeholder survey ensuring engagement on pertinent data points and concerns from each category.

The staff team has discussed conducting in-person interviews in spaces that feel safe to interviewees who are currently impacted by houselessness and are living in RVs throughout Wilsonville. The team has also discussed providing gift cards for participation.

EXPECTED RESULTS:
Staff anticipate that updates to the City's parking regulations can address some of the public health, safety, welfare, and livability issues that community members express either to Council or through calls to law enforcement.

TIMELINE:
Staff anticipate engaging in the public outreach plan in fall 2025 and returning to Council in early 2026 with feedback and refined recommendations. Assuming Council desires to update the City's parking regulations, work sessions and proposed Council adoption are planned for spring-

summer 2026. Council Goal No. 2 has a planned completion in fall 2026 for all strategies.

CURRENT YEAR BUDGET IMPACTS:
Staff do not anticipate current year budget impacts outside of public outreach costs discussed below – this project is currently being managed in-house by City staff. However, new programs will have administrative overhead costs to deploy them. Moreover, towing RVs generally costs between $7,000 and $10,000 per tow. The City currently does not have a dedicated fund for this cost.

Staff anticipates that, as Council continues to discuss the strategies under the outcome to streamline responses to code enforcement issues, a larger discussion regarding funding of code enforcement will need to occur. While any one proposed change regarding code enforcement may not indicate a need for a dedicated funding source, the potential combination of multiple new programs (administrative warrants, graffiti mitigation, RV towing) will be cost-prohibitive without a revenue source. While staff is not proposing a funding source at this time, Council should be aware that multiple new public safety programs may require discussions about how to fund the programs.

Community Outreach costs may include production and distribution of advertising materials (e.g., social media, mailers etc.) and will be absorbed by departmental budgets.

COMMUNITY INVOLVEMENT PROCESS:
See discussion in Section IV above regarding the draft outreach plan.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:
Ensuring that the City has the tools necessary to proactively prevent the proliferation of long-term RV parking on city streets can address livability concerns. To ensure that all stakeholders' input is heard, staff recommend that an outreach plan includes outreach to people who park RVs on City streets. This strategy will aid the City in crafting regulations that address specific concerns without being overbroad, vague, or inflexible in the City's longstanding approach to code compliance. The goal is to balance livability concerns with providing reasonable regulations for people with RVs to achieve compliance.

ALTERNATIVES:
Staff propose further exploration of each alternative discussed in Sections II and III above. Particularly regarding the alternatives proposed in Section II, staff propose an outreach plan to obtain community and stakeholder input regarding the regulation of RV parking on City streets.

CITY MANAGER COMMENT:
N/A

ATTACHMENTS:
1. Traffic Detail Report Analysis for June 2022 through May 2025
2. Parking, Abandoned Vehicles, RV Regulation Comparison Chart

3. RV Permit Program Chart
4. Draft Public Outreach Plan

Attachment 1

	2022	2023	2024	2025	Total Average	Jan-23	Jan-24	Jan-25	Average
Parking (72hrs/ABV total)	13.29	8.92	9.83	11.40	10.86	8	9	13	10.00
Parking (unique addresses)	11.00	7.83	9.42	8.00	9.06	7	8	11	8.67
Private Parking Issue	1.00	0.00	0.42	0.80	0.55	0	1	0	0.33
Private Parking (unique addresses)	0.57	0.00	0.42	0.40	0.35	0	1	0	0.33
City Parking Lot Issue	0.29	0.00	0.08	0.00	0.09	0	0	0	0.00
City Parking Lot (unique addresses)	0.29	0.00	0.08	0.00	0.09	0	0	0	0.00
Semi/Trailer Parking Issue	1.29	0.92	0.50	1.60	1.08	0	0	0	0.00
Semis (unique addresses)	0.71	0.83	0.33	1.40	0.82	0	0	0	0.00
RV/Camp Trailer Parking	1.29	0.75	1.25	1.60	1.22	0	0	0	0.00
RVs (unique addresses)	1.29	0.58	1.17	1.40	1.11	0	0	0	0.00
Total Repeated Addresses from Above-Complaints	3.14	1.33	0.58	2.60	1.91	1	1	2	1.33
Total of Lines 2, 4,6,8,10 (incl. multiple calls)	17.14	10.58	12.08	17.40	14.30	8	10	23	13.67
Total of Lines 2,4,6,8,10 (not incl. multiple calls)	14.00	9.25	11.50	14.80	12.39	7	9	21	12.33
Total Parking Complaints	31.43	33.67	68.08	46.00	44.79	21	36	38	31.67
Total Extra Patrol, Parking, Abandoned Vehicle, Traffic Complaints, Traffic Detail	77.14	66.92	118.58	84.40	86.76	43	61	69	57.67
Percentage for Line 2 Compared to All Parking	42.39%	29.38%	16.64%	23.46%	27.97%	38.10%	25.00%	34.21%	32.44%
Percentage for Line 2 Compared to All Entries	17.67%	13.65%	9.10%	13.22%	13.41%	18.60%	14.75%	18.84%	17.40%
Percentage for Line 10 Compared to All Parking	3.90%	1.96%	2.10%	4.88%	3.21%	0.00%	0.00%	0.00%	0.00%
Percentage for Line 10 Compared to All Entries	1.79%	1.03%	1.09%	2.06%	1.49%	0.00%	0.00%	0.00%	0.00%
Percentage for Lines 2,4,6,8,10 Compared to All Parking	54.54%	34.71%	20.88%	40.14%	37.57%	38.10%	27.78%	60.53%	42.13%
Percentage for Lines 2,4,6,8,10 Compared to All Entries	22.58%	16.08%	11.26%	21.21%	17.78%	18.60%	16.39%	33.33%	22.78%
Percentage of Parking/ABV Compared to All Entries	41.89%	48.21%	56.85%	53.44%	50.10%	48.84%	59.02%	55.07%	54.31%

Assumptions: if tow, included; if tagged, included; if unspecified citation, not included; if both vehicle and RV, included in RV stat; if Sprinter/camper van or reference to camping in vehicle, included in RV stat

	Feb-23	Feb-24	Feb-25	Average
Parking (72hrs/ABV total)	9	16	20	15.00
Parking (unique addresses)	8	16	17	13.67
Private Parking Issue	0	0	0	0.00
Private Parking (unique addresses)	0	0	0	0.00
City Parking Lot Issue	0	0	0	0.00
City Parking Lot (unique addresses)	0	0	0	0.00
Semi/Trailer Parking Issue	1	1	0	0.67
Semis (unique addresses)	1	0	0	0.33
RV/Camp Trailer Parking	0	0	0	0.00
RVs (unique addresses)	0	0	0	0.00
Total Repeated Addresses from Above-Complaints	1	0	3	1.33
Total of Lines 2, 4,6,8,10 (incl. multiple calls)	10	17	20	15.67
Total of Lines 2,4,6,8,10 (not incl. multiple calls)	9	17	17	14.33
Total Parking Complaints	16	85	62	54.33
Total Extra Patrol, Parking, Abandoned Vehicle, Traffic Complaints, Traffic Detail	42	125	102	89.67
Percentage for Line 2 Compared to All Parking	56.25%	18.82%	32.26%	35.78%
Percentage for Line 2 Compared to All Entries	21.43%	12.80%	19.61%	17.95%
Percentage for Line 10 Compared to All Parking	0.00%	0.00%	0.00%	0.00%
Percentage for Line 10 Compared to All Entries	0.00%	0.00%	0.00%	0.00%
Percentage for Lines 2,4,6,8,10 Compared to All Parking	62.50%	20.00%	32.26%	38.25%
Percentage for Lines 2,4,6,8,10 Compared to All Entries	23.81%	13.60%	19.61%	19.01%
Percentage of Parking/ABV Compared to All Entries	38.10%	68.00%	60.78%	55.63%

	Mar-23	Mar-24	Mar-25	Average
Parking (72hrs/ABV total)	10	5	11	8.67
Parking (unique addresses)	8	5	2	5.00
Private Parking Issue	0	0	0	0.00
Private Parking (unique addresses)	0	0	0	0.00
City Parking Lot Issue	0	0	0	0.00
City Parking Lot (unique addresses)	0	0	0	0.00
Semi/Trailer Parking Issue	1	0	5	2.00
Semis (unique addresses)	1	0	4	1.67
RV/Camp Trailer Parking	0	2	2	1.33
RVs (unique addresses)	0	2	3	1.67
Total Repeated Addresses from Above-Complaints	2	0	1	1.00
Total of Lines 2, 4,6,8,10 (incl. multiple calls)	11	7	18	12.00
Total of Lines 2,4,6,8,10 (not incl. multiple calls)	9	7	17	11.00
Total Parking Complaints	32	105	45	60.67
Total Extra Patrol, Parking, Abandoned Vehicle, Traffic Complaints, Traffic Detail	71	158	77	102.00
Percentage for Line 2 Compared to All Parking	31.25%	4.76%	24.44%	20.15%
Percentage for Line 2 Compared to All Entries	14.08%	3.16%	14.29%	10.51%
Percentage for Line 10 Compared to All Parking	0.00%	1.90%	4.44%	2.12%
Percentage for Line 10 Compared to All Entries	0.00%	1.27%	2.60%	1.29%
Percentage for Lines 2,4,6,8,10 Compared to All Parking	34.38%	6.67%	40.00%	27.01%
Percentage for Lines 2,4,6,8,10 Compared to All Entries	15.49%	4.43%	23.38%	14.43%
Percentage of Parking/ABV Compared to All Entries	45.07%	66.46%	58.44%	56.66%

	Apr-23	Apr-24	Apr-25	Average
Parking (72hrs/ABV total)	5	4	11	6.67
Parking (unique addresses)	5	4	8	5.67
Private Parking Issue	0	0	0	0.00
Private Parking (unique addresses)	0	0	0	0.00
City Parking Lot Issue	0	0	0	0.00
City Parking Lot (unique addresses)	0	0	0	0.00
Semi/Trailer Parking Issue	2	0	3	1.67
Semis (unique addresses)	2	0	3	1.67
RV/Camp Trailer Parking	0	0	2	0.67
RVs (unique addresses)	0	0	2	0.67
Total Repeated Addresses from Above-Complaints	0	0	3	1.00
Total of Lines 2, 4,6,8,10 (incl. multiple calls)	7	4	16	9.00
Total of Lines 2,4,6,8,10 (not incl. multiple calls)	7	4	13	8.00
Total Parking Complaints	21	89	61	57.00
Total Extra Patrol, Parking, Abandoned Vehicle, Traffic Complaints, Traffic Detail	60	147	105	104.00
Percentage for Line 2 Compared to All Parking	23.81%	4.49%	18.03%	15.45%
Percentage for Line 2 Compared to All Entries	8.33%	2.72%	10.48%	7.18%
Percentage for Line 10 Compared to All Parking	0.00%	0.00%	3.28%	1.09%
Percentage for Line 10 Compared to All Entries	0.00%	0.00%	1.90%	0.63%
Percentage for Lines 2,4,6,8,10 Compared to All Parking	33.33%	4.49%	26.23%	21.35%
Percentage for Lines 2,4,6,8,10 Compared to All Entries	11.67%	2.72%	15.24%	9.88%
Percentage of Parking/ABV Compared to All Entries	35.00%	60.54%	58.10%	51.21%

	May-23	May-24	May-25	Average
Parking (72hrs/ABV total)	14	10	2	8.67
Parking (unique addresses)	11	10	2	7.67
Private Parking Issue	0	0	4	1.33
Private Parking (unique addresses)	0	0	2	0.67
City Parking Lot Issue	0	0	0	0.00
City Parking Lot (unique addresses)	0	0	0	0.00
Semi/Trailer Parking Issue	1	0	0	0.33
Semis (unique addresses)	1	0	0	0.33
RV/Camp Trailer Parking	0	0	4	1.33
RVs (unique addresses)	0	0	2	0.67
Total Repeated Addresses from Above-Complaints	3	0	4	2.33
Total of Lines 2, 4,6,8,10 (incl. multiple calls)	15	10	10	11.67
Total of Lines 2,4,6,8,10 (not incl. multiple calls)	12	10	6	9.33
Total Parking Complaints	34	59	24	39.00
Total Extra Patrol, Parking, Abandoned Vehicle, Traffic Complaints, Traffic Detail	68	133	69	90.00
Percentage for Line 2 Compared to All Parking	41.18%	16.95%	8.33%	22.15%
Percentage for Line 2 Compared to All Entries	20.59%	7.52%	2.90%	5.21%
Percentage for Line 10 Compared to All Parking	0.00%	0.00%	16.67%	5.56%
Percentage for Line 10 Compared to All Entries	0.00%	0.00%	5.80%	1.93%
Percentage for Lines 2,4,6,8,10 Compared to All Parking	44.12%	16.95%	41.67%	34.24%
Percentage for Lines 2,4,6,8,10 Compared to All Entries	22.06%	7.52%	14.49%	14.69%
Percentage of Parking/ABV Compared to All Entries	50.00%	44.36%	34.78%	43.05%

	Jun-22	Jun-23	Jun-24	Average
Parking (72hrs/ABV total)	18	13	10	13.67
Parking (unique addresses)	17	10	9	12.00
Private Parking Issue	0	0	0	0.00
Private Parking (unique addresses)	0	0	0	0.00
City Parking Lot Issue	0	0	0	0.00
City Parking Lot (unique addresses)	0	0	0	0.00
Semi/Trailer Parking Issue	1	0	0	0.33
Semis (unique addresses)	1	0	0	0.33
RV/Camp Trailer Parking	3	6	0	3.00
RVs (unique addresses)	3	4	0	2.33
Total Repeated Addresses from Above-Complaints	1	5	1	2.33
Total of Lines 2, 4,6,8,10 (incl. multiple calls)	22	19	10	17.00
Total of Lines 2,4,6,8,10 (not incl. multiple calls)	21	14	9	14.67
Total Parking Complaints	48	46	73	55.67
Total Extra Patrol, Parking, Abandoned Vehicle, Traffic Complaints, Traffic Detail	78	81	129	96.00
Percentage for Line 2 Compared to All Parking	37.50%	28.26%	13.70%	26.49%
Percentage for Line 2 Compared to All Entries	23.08%	16.05%	7.75%	15.63%
Percentage for Line 10 Compared to All Parking	6.25%	13.04%	0.00%	6.43%
Percentage for Line 10 Compared to All Entries	3.85%	7.41%	0.00%	3.75%
Percentage for Lines 2,4,6,8,10 Compared to All Parking	45.83%	41.30%	13.70%	33.61%
Percentage for Lines 2,4,6,8,10 Compared to All Entries	28.21%	23.46%	7.75%	19.80%
Percentage of Parking/ABV Compared to All Entries	61.54%	56.79%	56.59%	58.31%

	Jul-22	Jul-23	Jul-24	Average
Parking (72hrs/ABV total)	20	12	11	14.33
Parking (unique addresses)	15	11	11	12.33
Private Parking Issue	1	0	0	0.33
Private Parking (unique addresses)	1	0	0	0.33
City Parking Lot Issue	0	0	0	0.00
City Parking Lot (unique addresses)	0	0	0	0.00
Semi/Trailer Parking Issue	0	2	0	0.67
Semis (unique addresses)	0	2	0	0.67
RV/Camp Trailer Parking	0	0	2	0.67
RVs (unique addresses)	0	0	2	0.67
Total Repeated Addresses from Above-Complaints	5	1	0	2.00
Total of Lines 2, 4,6,8,10 (incl. multiple calls)	21	14	13	16.00
Total of Lines 2,4,6,8,10 (not incl. multiple calls)	16	13	13	14.00
Total Parking Complaints	34	42	71	49.00
Total Extra Patrol, Parking, Abandoned Vehicle, Traffic Complaints, Traffic Detail	87	91	104	94.00
Percentage for Line 2 Compared to All Parking	58.82%	28.57%	15.49%	34.30%
Percentage for Line 2 Compared to All Entries	22.99%	13.19%	10.58%	15.58%
Percentage for Line 10 Compared to All Parking	0.00%	0.00%	2.82%	0.94%
Percentage for Line 10 Compared to All Entries	0.00%	0.00%	1.92%	0.64%
Percentage for Lines 2,4,6,8,10 Compared to All Parking	61.76%	33.33%	18.31%	37.80%
Percentage for Lines 2,4,6,8,10 Compared to All Entries	24.14%	15.38%	12.50%	17.34%
Percentage of Parking/ABV Compared to All Entries	39.08%	46.15%	68.27%	51.17%

	Aug-22	Aug-23	Aug-24	Average
Parking (72hrs/ABV total)	13	11	9	11.00
Parking (unique addresses)	11	11	9	10.33
Private Parking Issue	4	0	0	1.33
Private Parking (unique addresses)	1	0	0	0.33
City Parking Lot Issue	1	0	0	0.33
City Parking Lot (unique addresses)	1	0	0	0.33
Semi/Trailer Parking Issue	0	4	3	2.33
Semis (unique addresses)	0	3	2	1.67
RV/Camp Trailer Parking	1	1	5	2.33
RVs (unique addresses)	1	1	4	2.00
Total Repeated Addresses from Above-Complaints	5	1	2	2.67
Total of Lines 2, 4,6,8,10 (incl. multiple calls)	19	16	17	17.33
Total of Lines 2,4,6,8,10 (not incl. multiple calls)	14	15	15	14.67
Total Parking Complaints	32	29	58	39.67
Total Extra Patrol, Parking, Abandoned Vehicle, Traffic Complaints, Traffic Detail	82	67	127	92.00
Percentage for Line 2 Compared to All Parking	40.63%	37.93%	15.52%	31.36%
Percentage for Line 2 Compared to All Entries	15.85%	16.42%	7.09%	13.12%
Percentage for Line 10 Compared to All Parking	3.13%	3.45%	8.62%	5.06%
Percentage for Line 10 Compared to All Entries	1.22%	1.49%	3.94%	2.22%
Percentage for Lines 2,4,6,8,10 Compared to All Parking	59.38%	55.17%	29.31%	47.95%
Percentage for Lines 2,4,6,8,10 Compared to All Entries	23.17%	23.88%	13.39%	20.15%
Percentage of Parking/ABV Compared to All Entries	39.02%	43.28%	45.67%	42.66%

	Sep-22	Sep-23	Sep-24	Average
Parking (72hrs/ABV total)	13	4	8	8.33
Parking (unique addresses)	9	4	8	7.00
Private Parking Issue	0	0	0	0.00
Private Parking (unique addresses)	0	0	0	0.00
City Parking Lot Issue	1	0	0	0.33
City Parking Lot (unique addresses)	1	0	0	0.33
Semi/Trailer Parking Issue	6	0	1	2.33
Semis (unique addresses)	3	0	1	1.33
RV/Camp Trailer Parking	2	0	1	1.00
RVs (unique addresses)	2	0	1	1.00
Total Repeated Addresses from Above-Complaints	7	0	0	2.33
Total of Lines 2, 4,6,8,10 (incl. multiple calls)	22	4	10	12.00
Total of Lines 2,4,6,8,10 (not incl. multiple calls)	15	4	10	9.67
Total Parking Complaints	33	21	51	35.00
Total Extra Patrol, Parking, Abandoned Vehicle, Traffic Complaints, Traffic Detail	95	48	92	78.33
Percentage for Line 2 Compared to All Parking	39.39%	19.05%	15.69%	24.71%
Percentage for Line 2 Compared to All Entries	13.68%	8.33%	8.70%	10.24%
Percentage for Line 10 Compared to All Parking	6.06%	0.00%	1.96%	2.67%
Percentage for Line 10 Compared to All Entries	2.11%	0.00%	1.09%	1.06%
Percentage for Lines 2,4,6,8,10 Compared to All Parking	66.67%	19.05%	19.61%	35.11%
Percentage for Lines 2,4,6,8,10 Compared to All Entries	23.16%	8.33%	10.87%	14.12%
Percentage of Parking/ABV Compared to All Entries	34.74%	43.75%	55.43%	44.64%

	Oct-22	Oct-23	Oct-24	Average
Parking (72hrs/ABV total)	7	6	15	9.33
Parking (unique addresses)	6	5	14	8.33
Private Parking Issue	1	0	0	0.33
Private Parking (unique addresses)	1	0	0	0.33
City Parking Lot Issue	0	0	0	0.00
City Parking Lot (unique addresses)	0	0	0	0.00
Semi/Trailer Parking Issue	2	0	0	0.67
Semis (unique addresses)	1	0	0	0.33
RV/Camp Trailer Parking	2	1	1	1.33
RVs (unique addresses)	2	1	1	1.33
Total Repeated Addresses from Above-Complaints	1	1	1	1.00
Total of Lines 2, 4,6,8,10 (incl. multiple calls)	12	7	16	11.67
Total of Lines 2,4,6,8,10 (not incl. multiple calls)	11	6	15	10.67
Total Parking Complaints	26	28	61	38.33
Total Extra Patrol, Parking, Abandoned Vehicle, Traffic Complaints, Traffic Detail	62	57	121	80.00
Percentage for Line 2 Compared to All Parking	26.92%	21.43%	24.59%	24.31%
Percentage for Line 2 Compared to All Entries	11.29%	10.53%	12.40%	11.40%
Percentage for Line 10 Compared to All Parking	7.69%	3.57%	1.64%	4.30%
Percentage for Line 10 Compared to All Entries	3.23%	1.75%	0.83%	1.94%
Percentage for Lines 2,4,6,8,10 Compared to All Parking	46.15%	25.00%	26.23%	32.46%
Percentage for Lines 2,4,6,8,10 Compared to All Entries	19.35%	12.28%	13.22%	14.95%
Percentage of Parking/ABV Compared to All Entries	41.94%	49.12%	50.41%	47.16%

	Nov-22	Nov-23	Nov-24	Average
Parking (72hrs/ABV total)	12	4	10	8.67
Parking (unique addresses)	10	4	10	8.00
Private Parking Issue	0	0	2	0.67
Private Parking (unique addresses)	0	0	2	0.67
City Parking Lot Issue	0	0	0	0.00
City Parking Lot (unique addresses)	0	0	0	0.00
Semi/Trailer Parking Issue	0	0	0	0.00
Semis (unique addresses)	0	0	0	0.00
RV/Camp Trailer Parking	1	1	2	1.33
RVs (unique addresses)	1	1	2	1.33
Total Repeated Addresses from Above-Complaints	2	0	0	0.67
Total of Lines 2, 4,6,8,10 (incl. multiple calls)	13	5	14	10.67
Total of Lines 2,4,6,8,10 (not incl. multiple calls)	11	5	14	10.00
Total Parking Complaints	24	29	97	50.00
Total Extra Patrol, Parking, Abandoned Vehicle, Traffic Complaints, Traffic Detail	47	59	154	86.67
Percentage for Line 2 Compared to All Parking	50.00%	13.79%	10.31%	24.70%
Percentage for Line 2 Compared to All Entries	25.53%	6.78%	6.49%	12.94%
Percentage for Line 10 Compared to All Parking	4.17%	3.45%	2.06%	3.23%
Percentage for Line 10 Compared to All Entries	2.13%	1.69%	1.30%	1.71%
Percentage for Lines 2,4,6,8,10 Compared to All Parking	54.17%	17.24%	14.43%	28.61%
Percentage for Lines 2,4,6,8,10 Compared to All Entries	27.66%	8.47%	9.09%	15.08%
Percentage of Parking/ABV Compared to All Entries	51.06%	49.15%	62.99%	54.40%

	Dec-22	Dec-23	Dec-24	Average
Parking (72hrs/ABV total)	10	11	11	10.67
Parking (unique addresses)	9	10	9	9.33
Private Parking Issue	1	0	2	1.00
Private Parking (unique addresses)	1	0	2	1.00
City Parking Lot Issue	0	0	1	0.33
City Parking Lot (unique addresses)	0	0	1	0.33
Semi/Trailer Parking Issue	0	0	1	0.33
Semis (unique addresses)	0	0	1	0.33
RV/Camp Trailer Parking	0	0	2	0.67
RVs (unique addresses)	0	0	2	0.67
Total Repeated Addresses from Above-Complaints	1	1	2	1.33
Total of Lines 2, 4,6,8,10 (incl. multiple calls)	11	11	17	13.00
Total of Lines 2,4,6,8,10 (not incl. multiple calls)	10	10	15	11.67
Total Parking Complaints	23	85	32	46.67
Total Extra Patrol, Parking, Abandoned Vehicle, Traffic Complaints, Traffic Detail	89	116	72	92.33
Percentage for Line 2 Compared to All Parking	43.48%	12.94%	34.38%	30.26%
Percentage for Line 2 Compared to All Entries	11.24%	9.48%	15.28%	12.00%
Percentage for Line 10 Compared to All Parking	0.00%	0.00%	6.25%	2.08%
Percentage for Line 10 Compared to All Entries	0.00%	0.00%	2.78%	0.93%
Percentage for Lines 2,4,6,8,10 Compared to All Parking	47.83%	12.94%	53.13%	37.96%
Percentage for Lines 2,4,6,8,10 Compared to All Entries	12.36%	9.48%	23.61%	15.15%
Percentage of Parking/ABV Compared to All Entries	25.84%	73.28%	44.44%	47.85%

Attachment 2 – Parking/ABV/RV Code Comparison: 8-Jul-25

Topic	Code Provision	Municipalities	Notes:
Standard Parking/Storage Time Limitation	"any vehicle that has remained in the same location for a minimum of 72 hours is considered stored." "No person shall store or permit to be stored a vehicle on a street in excess of 72 hours without permission of the City Manager or designee."	Tigard; Lake Oswego; McMinnville; Sandy; Tualatin ; West Linn	These jurisdictions have similar language, all dictating that a vehicle (abandoned or otherwise) may not remain in one place for an excess of 72 hours
24 Hour Storage Limitation	No person shall store or permit to be stored on a street or other public property without permission of the City Manager, a vehicle or personal property for a period in excess of twenty-four hours. It shall constitute prima facie evidence of storage of a vehicle or personal property if the same is not moved for a period of twenty-four hours.	Happy Valley; Oregon City	
Abandoned Vehicles **Stored Vehicles subject to citation:**	Abandoned or abandoned vehicle shall be considered as such if it has remained in the same for more than 24* hours and one or more of the following conditions exist: (1) Expired plates; (2) Appears to be inoperative or disabled; (3) appears to be wrecked, partially dismantled or junked. Vehicles on a public street or other public property may be issued a storage citation if any of the following conditions are present (presumably after 24 hours): 1. Vehicle is inoperable 2. Vehicle has expired tags 3. Vehicle may not be driven in the manner for which it was intended	Tigard; McMinnville; Sherwood;	Sherwood* adopted 48 hour rule—recently adopted via Ord. No. 2025-001, not yet codified. Ordinance ALSO creates an abandoned vehicle offense—and is subject to civil penalty Oregon City's storage citation mirrors abandoned vehicle code in other jurisdictions.

Abandoned Vehicles alt.	"Abandoned" means left unoccupied and unclaimed, without authorization by statute or local ordinance, on the streets or alleys of the city, on an interstate or other highway within the city boundaries, or on any other public or private property within the city boundaries. // A vehicle left unoccupied or unclaimed or in a damaged or dismantled condition such that the vehicle is inoperable	Oregon City; **Wilsonville**; Sandy; Happy Valley	Specifically applied in "abandoned vehicles" chapter of ORC includes a 24 hour window to be considered abandoned for "notice" purposes and 5-day period for removal purposes following a notice—6 day total period. * Unless it can also be considered a hazard Key Difference: No language re: registration, tags, expired—most notable with CoW—we don't have "appears to be" included in the language. **Sandy Process**: - notice of nuisance after 48 hrs; (duty rests w PD); 24 hrs after notice vehicle may be impounded; notice of impoundment via certified mail
ORS Definitions	"Abandoned Vehicle – Offense": a person commits the offense of abandoning a vehicle if the person abandons a vehicle upon a highway or upon any public or private property. * ORS definition will be included in Community Outreach Questionnaire to further specify the definition of RV's that are the focus of community concern – see **Attachment 4**		ORS 819.110: Authority to remove and sell abandoned vehicle: After providing notice pursuant to ORS 819.170, and if requested, a hearing under ORS 819.190, designated authority may take a vehicle into custody and tow if (a) the authority has reason to believe the vehicle is disabled or abandoned and (b) the vehicle has been parked or left standing upon any public way for a period in excess of 24 hours without authorization by statute or local ordinance.

Recreational Vehicles – Exceptions, Definitions, etc.	*Recreational vehicle* means a motor home, camper, travel trailer, motor coach, or portable vehicular structure capable of being towed on the highways by a motor vehicle, designed and intended for casual or short-term human occupancy for travel, recreational, or vacation uses. If identified in some manner as a recreation vehicle by the manufacturer or registered as such with the state, it is prima facie a recreational vehicle.	Sandy	
Recreational Vehicle— Definition	"Recreational vehicle" means a vehicular-type unit that: 1. Contains sleeping facilities; 2. Is designed or used: a. For human occupancy; and b. As temporary living quarters for recreational, seasonal, or emergency use; and 3. Has its own motive power or is mounted on or towed by another vehicle.	McMinnville	
"Recreational Vehicles" – Various Definitions	"**Camper**" means a structure that: 1.Has a floor; 2.Is designed to be mounted upon a motor vehicle; 3.Is not permanently attached to a motor vehicle upon which it is mounted; 4.Is designed to provide facilities for human habitation or for camping 5.Is six feet or more in overall length; 6.Is five and one-half feet or more in height from floor to ceiling at any point; and 7.Has no more than one axle designed to support a portion of the weight of the camper. "**Manufactured structure**" means:	Sherwood	

	1. A manufactured dwelling that is more than eight and one-half feet wide; 2. A prefabricated structure that is more than eight and one-half feet wide; and 3. A recreational vehicle that is more than eight and one-half feet wide. 4. "Manufactured structure" does not include any special use trailer. "**Motor home**" means a motor vehicle that: 1.Is reconstructed, permanently altered or originally designed to provide facilities for human habitation; or 2.Has a structure permanently attached to it that would be a camper if the structure was not permanently attached to the motor vehicle. "**Travel trailer**" means: 1. A manufactured dwelling that is eight and one-half feet or less in width and is not being used for commercial or business purposes; 2. A recreational vehicle without motive power that is eight and one-half feet or less in width and is not being used for commercial or business purposes; and 3.A prefabricated structure that is eight and one-half feet or less in width and that is not being used for commercial or business purposes.		
ORS Definition:	Recreational vehicle" means a vehicle with or without motive power that is designed for use as temporary living quarters and as further defined by rule by the Director of Transportation. [2019 c.422 §25; 2019 c.585 §6a; 2022 c.54 §12]	Lake Oswego, Clackamas County. Happy Valley, West Linn	Definition adopted from ORS and with no expansion within listed municipalities—no exceptions or relevant traffic ordinances pertaining to RVs.

Code/Provision Language:	Municipality:	Regulation:	Purpose/ Intent:	Notes:
GRC 8.25.015 (1) Notwithstanding GRC 8.25.010(3)(a), a person may park a recreational vehicle for a period not to exceed 72 hours if a no-cost permit is issued pursuant to this section. (2) Applications for a permit shall be made on forms or in a manner prescribed by the manager. The application shall include acknowledgement that the applicant will comply with the provisions of this section. (3) A permit shall only allow parking of a recreational vehicle immediately adjacent to a property on a site occupied with a single detached dwelling unit or middle housing unit. Only the owner or a lawful tenant of the property will be issued a permit. (4) No more than six Recreational Vehicle parking permits will be issued annually for eligible property. (5) The permit may not be issued by the manager for a recreational vehicle meeting the definition of an abandoned or hazardous vehicle or in violation of the provisions of the Gresham Revised Code. (6) A recreational vehicle parked without a permit in violation of GRC 8.25.010(3)(a), or parked in violation of GRC 8.25.015(4), is subject to impound pursuant to GRC 8.35.010(2), except that the notice period shall be no less than 24 hours.	Gresham, OR	Emergency Ordinance Ord. No. 1772; **2017**	Substantial increase tow cases against RVs—286% scale of increase in 1y. Looking for a verification process to track and enforce to address citizen complaints Looking for easy and expedient process for the customer as to not produce extra burden on RV owners Goal of ensuring that this program is NOT punitive but helps maintain the Drafted by City Attorney's Office—Code Enforcement Officer said that they came up with the language and terms on their own	**Exception:** The "immediate unloading or loading" exception that does not require a permit—test is subjective **Enforcement**: if an RV does not have permit, cannot be verified that it belongs to a lawful tenant/property owner—a citation notice will be left alerting that it needs to be moved, **Penalties:** if not moved within 24 hours City has the right to TOW. Parking in front of a business or a park is an immediate violation, permit or otherwise **Compliance/Reception**: There is no RV parking otherwise without permit—making enforcement relatively successful. No extra burden on the admin side—logged and tracked in the same intergov system as any other permits. Permit is filed goes to admin/case manager, which validates license and registration—then code enforcement handles Reception: fair—complaint driven, or see and self initiated by code enforcement patrols.

Code/Provision Language:	Municipality:	Regulation:	Purpose/ Intent:	Notes:
MMC 10.28.205 Upon application **and payment of the established permit fee**, the chief of police or their designee will issue a parking permit allowing for a recreational vehicle to be parked on any public highway, road, street, or right-of-way within the city, if the following conditions are met: A. The permit will be valid for not more than 72 consecutive hours; B. The permit must be displayed on a recreational vehicle that is parked within 200 feet of residential real property owned or leased by the permit applicant; C. A single recreational vehicle may not be issued more than four parking permits during a calendar year, regardless of location parked; D. The starting time for recreational vehicle parking permit may not be less than 72 hours after the expiration time of a previous permit issued for the same recreational vehicle; E. The permit does not allow for parking of a recreational vehicle in excess of any posted time limit for parking.	McMinnville, OR	(Ord. 5049 §1 (Exh. 1 §4), **2018**). Emergency Ordinance enacted same day as second reading and public comment	After several city wide complaints and concerns from locals to city council, 5049 was brought to prevent and discourage car camping and the presence of several RVs on neighborhood streets in conjunction with similar enforcement ordinances against camping within the city. Impose free permit for 72 hours for parking RV outside of property owned by owner of RV; included details on extension of permit etc.	**Enforced by**: Chief of Police or Designee **Method of obtainment**: City Website – RV Parking Permit, email receipt and permit to be printed and placed **Free** permit without fee **Penalties**: MMC 10.28.070 "any person violating shall upon conviction be fined an amount not to exceed $300" Initial fine, if ignored, fine goes up – still to not exceed $300 however if no response to increased fine, summons shall be issued – MMC 10.28.260 10.28.230: the officer or other individual charged with the duty of enforcing the parking regulations of this title shall take license number to identity its owner, citation for the operator to answer or pay the penalty imposed during the hours and place specified in the citation.
Keizer Code of Ordinances: 40-88: Sec. 40-88. - Exception for recreational vehicles; permit required. (a) A person may park a recreational vehicle in excess of 72 consecutive hours if a permit described in this section is granted. In no cases shall a permit be granted for the parking of a recreational vehicle in excess of ten	Keizer, OR	**2020** Ord. No. 2020-818	Originally, the RV time limit allowed was only 48 hours—as Keizer experienced residents wanting to stay longer—particularly during Kiezer fest season etc.	**Compliance/Reception**: Parking Ordinances are largely complaint driven **Issues:** with parking ordinances enforcement in general—right to rest resolutions vs. residential property development code rules vs. Grants Pass decision Outside of parking violations, permit requirements are not widely

Code/Provision Language:	Municipality:	Regulation:	Purpose/ Intent:	Notes:
days in any 90-day period. Three permits shall be the maximum granted in any 12-month period. (b) The city manager or designee may establish additional written criteria for issuing parking permits described in this section. The city manager shall designate the department and/or position that shall be responsible for the issuance of such permits. **From the Keizer Permit Page:** The parking of a RV by permit shall not create a hazardous, potentially hazardous or unlawful parking condition such as: - Parking on any street which is 30 feet or less in overall width - Parking in such a manner that interferes with the safe passage of other vehicle, bicycle or pedestrian traffic. - Parking in a cul-de-sac, or on a curve, if the recreational vehicle cannot be safely and legally positioned against the curb or edge of roadway - Parking a recreational vehicle that is more than 8 feet in overall width - Parking within 50 feet of a traffic control device or an uncontrolled intersection - No electrical cord or hose crossing the sidewalk shall not exceed ¾" in height and must be protected with a strip protector, cones or other devices. - RV slide-outs are prohibited from being extended at any time. - RV must be legally registered and insured in order to park on City of Right-of-Way.				enforced—but Code enforcement is in charge of the program.

Code/Provision Language:	Municipality:	Regulation:	Purpose/ Intent:	Notes:
Sec. 10.24.035. – A. Except for loading and unloading and other related purposes that does not exceed 12 hours, a person may park a recreational vehicle for a period not to exceed 72 hours if a no-cost permit is issued pursuant to this section. B. A permit may be renewed two additional times for a total of three consecutive 72-hour periods. However, no more than six recreational vehicle parking permits will be issued per calendar year for a residential dwelling. C. Applications for a permit shall be made on forms or in a manner prescribed by the City Manager. D. A permit shall only allow parking of a recreational vehicle immediately adjacent to a property with an occupied residential dwelling. Only the owner or lawful tenant of the dwelling will be issued a permit. E. The permit may not be issued by the City Manager for a recreational vehicle meeting the definition of an abandoned vehicle in violation of this Code 10.52.	Sandy, OR	**2023** (Ord. No. 2023-05, § 1(Exh. A), 2-21-2023)	Previously created task force focused on addressing homelessness—brought suggestion to implement program. Code enforcement offered as an option with alignment with other cities and Sandy's own camping ordinances Safety, sight lines and neighborhood concerns from residents 72 hour in one spot rule wasn't enough—people would move spots but not leave etc. Code enforcement and law enforcement need a little bit of teeth Mirrors time place and manner ordinance by applying to RV permit parking	**Free** permit **Method of Tracking**: Led by code enforcement Logged in website where permit is obtained Law enforcement and Code enforcement are both allowed to issue citations **Details of Program**: Renew 1 single permit up to twice and up to 6 permits a year No permit needed for 12 hours or less parking for load up and unload **Compliance/Reception:** overall mixed bag on compliance. Complaint-based, little to no self see and initiate. 54 total requests received since 2023—very little difference made (acdg. To OCE) Code Enforcement leads tracking/enforcement program that connects to police tracking for complaints filed and verification purposes. Once RV receives 4 tickets that go unpaid—City is allowed to tow. However: city repayment plan may make it so they are still unable to tow.

MEMORANDUM

TO: Wilsonville City Council

FROM: Amanda Guile-Hinman, City Attorney
Hannah Young, Law Clerk

DATE: June 30, 2025

RE: Community Outreach Plan – RVs and Abandoned Vehicles

As part of its 2025-27 Council Goals, the City Council adopted Goal 2: Public Safety. The first outcome identified in Goal 2 is to "streamline response to code enforcement challenges." To achieve this outcome, Strategy 2.1 calls for the City to "investigate enforcement solutions for RVs (and examine abandoned vehicle definition in code)." To help guide this Strategy, two questions arise: (1) what is the issue Council seeks to address; and (2) how does Council address the identified issue?

This Community Outreach Plan Memorandum (the "Outreach Plan") discusses how City staff intend to engage with the community to aid the Council in formulating answers to the above two questions. This Outreach Plan for the City's vehicle code revision project consists of four (4) different components of outreach, namely: (1) educational information; (2) a community questionnaire through *Let's Talk, Wilsonville!*; and (3) stakeholder interviews.

A. Educational Information

Staff plan to develop a project page on *Let's Talk, Wilsonville!* that will start with a "Did You Know/Q&A" page or click-through infographic for community members. Staff seek to provide information about current, applicable City and State regulations and to provide data, like the data provided to Council in the July 21, 2025 Council Work Session, so that community members have a better understanding of the current landscape. For example, information staff intend to provide include:

- Street parking time limitations under City Code
- What is considered an "abandoned vehicle" under City Code
- Circumstances when a vehicle may be immediately towed
- How much the City pays, on average, to tow an RV
- How many calls the Police Department receives per month regarding street parking and abandoned vehicles or RVs
- The distinctions between regulating public parking areas and private parking areas

B. Community Questionnaire

Staff took examples from previous outreach efforts for similar programs regarding livability in Wilsonville to develop draft questions for a community questionnaire through *Let's Talk, Wilsonville!* Draft questions, subject to further refinement, are provided below. For the section on proposed changes, staff included, for Council's information, the pros and cons of the particular proposals.

1. Relationship to the City of Wilsonville:
    a. Live
    b. School
    c. Work
    d. Visit
    e. Business
2. Best way to receive updates on project (not helpful, slightly helpful, helpful, fairly helpful, extremely helpful)
    a. Email
    b. Mail
    c. City Website
    d. Newspaper
    e. Online sites like NextDoor
3. How would you describe your living area?
    a. Home in a residential neighborhood (Villebois, Brenchley, Meadows)
    b. Apartment (Canyon Creek, …)
    c. Condominium
    d. Other
4. How many vehicles do you own/does your household own?
    a. 1
    b. 2
    c. More than 2
5. How concerned are you about finding adequate and accessible parking on a regular basis? (not concerned, slightly concerned, concerned, fairly concerned, extremely concerned)
6. What factors contribute to inadequate parking in your area? (no impact, slight impact, moderate impact, significant impact)
    a. Not enough spaces
    b. Time of day/night
    c. Holiday weekends
    d. Double parking/not abiding by parking regulations
    e. Vehicles remaining for long stretches of time (over 72 hours)
    f. Types of vehicles parked (Large trucks, semis, RV's, vans)

7. According to ORS 174.101: a "Recreational vehicle" means a vehicle with or without motive power that is designed for use as temporary living quarters and as further defined by rule by the Director of Transportation. [ORS 174.101]

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Question: Based on the definition above, which of the below do you consider an RV? (Select all that apply)

a. Sprinter Van
b. Trailer
c. Unhitched trailers
d. Motorhomes
e. 5th Wheels
f. Passenger Trucks with Campers in the Bed

8. Do you own an RV?
    a. Yes
    b. No
9. Do any of your neighbors own RV's?
    a. Yes
    b. No***If possible, drop down question applied only to Yes to #8/9***
10. If you answered 'Yes' to either of the previous questions, is there adequate space for you/neighbors to park an RV?
    a. Yes
    b. No
    c. Sometimes, but not often
11. How long are RV's usually parked in your area?
    a. Less than 24 hours
    b. 24-48 hours
    c. 48-72 hours
    d. More than 72 hours

Proposed Changes Section

12. What factors should the City consider when analyzing new parking regulations? (no consideration, slight consideration, moderate consideration, significant consideration)
    a. Cost
    b. Administrative workload
    c. Enforcement capability
    d. Potential inconvenience on community members

13. How supportive are you of the following parking regulations? (not supportive, slightly supportive, supportive, fairly supportive, extremely supportive)
    a. **Current Regulation:**

    Parking: Except as further limited by Wilsonville's current camping regulations, no vehicle shall be parked on any street for more than 72 hours without moving at least three vehicle lengths away. (WC 5.200)

    Abandoned Vehicles: A vehicle left unoccupied or unclaimed or in a damaged or dismantled condition such that the vehicle is inoperable. (WC 5.035.(1))

    Towing: If an authorized officer has probable cause to believe that a vehicle is stored or abandoned for a period over 72 hours upon any City property, notice

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shall be provided and if requested, a hearing in which the tow is validated, the authorized officer may tow and impound. Towing without prior notice is permitted when the vehicle constitutes a hazard, causes a disturbance to the peace, is illegally parked etc. (WC 5.400).

i. **Pros**: 72 hours allows for community members and residents to park and move vehicles in a reasonable amount of time, and is consistent with other communities' regulations. Outside of two neighborhoods, Wilsonville community members do not require a permit to park their vehicles outside their homes or on City streets. Currently, enforcement is mostly complaint-driven, and code enforcement/police respond to issues and violations within a timely manner.

ii. **Cons**: Wilsonville's code lacks a detailed abandoned vehicle definition, updating which could aid enforcement efforts in removing abandoned vehicles in a timely manner.

b. **Updated 72-Hour Regulation:** Retain time limitation of 72 hours, but amend WC 5.200 to require that vehicles parked for a 72-hour period must not return to the same location for a minimum of 24 hours.

i. **Pros**: 72 hours allows for community members and residents to park and move vehicles in a reasonable amount of time. With the additional regulation, can ensure that the same vehicle is continuously occupying the same space on City streets with minimal time away.

ii. **Cons**: Tracking both the 72 hours of parking and the 24 hours away adds administrative burden and may be more challenging to enforce.

c. **Updated Abandoned Vehicle Definition:** Revise the definition of "abandoned vehicle" in Wilsonville Code to apply to vehicles that meet one or more of the following conditions: (1) expired vehicle registration for an extended period of time (Clackamas County regulation is 90 days); (2) appears to be inoperative or disabled; or (3) appears to be wrecked, partially dismantled, or junked.

i. **Pros**: Incorporating language that allows any one of these conditions to trigger the notice and removal process provides law enforcement with more actionable criteria, streamlining response times and ensuring more consistent application of the code.

ii. **Cons**: Some subjectivity for law enforcement to determine whether a vehicle appears to be inoperative, disabled, wrecked, or junked.

d. **Zone Updating/Differentiation:** City will designate specific parking regulations per zone (i.e. Residential, Commercial, Industrial). Specific regulations may include variations of permittable parking hours, length of time away before a vehicle may return, etc.

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i. **Pros**: If the community's main concern is vehicles overstaying reasonable hours in their neighborhood or experiencing a lack of available parking for residents, implementing tailored regulations per zone may be helpful. Additionally, business owners and industrial areas may have different priorities for regulation, avoiding any disproportionate impacts from sweeping changes in policy.

ii. **Cons**: Creating the various zones will require an initial administrative burden and expense of resources. Planning, production and placement of regulation signs across the area, including maintenance costs over time. Enforcement capabilities may be limited.

e. **RV Permit Program:** RV users can obtain a free permit for 72 hour street parking subject to renewal limitations (no more than 6 passes annually) and unloading/loading exceptions for up to 12 hours? Violators will be notified, cited, or towed depending on repeat infractions, time between notice and removal, etc.

i. **Pros**: This permit program will provide a time limit on RV's parked on public streets. The permits will be free to obtain and accessible to RV owners online. Exceptions for brief loading/unloading periods will not require a permit. A permit program provides a registration and tracking process for code enforcement to ensure compliance.

ii. **Cons**: Although a few other jurisdictions similar to Wilsonville have adopted similar programs, there is an inconsistent range of efficacy. Results have been mixed, depending on several other limiting factors such as administrative burden, towing costs to the city, and availability of code enforcement resources. Without known outcomes, this program may be an over-regulation, causing inconvenience and unnecessary burden on RV owners without effectively solving the central issue.

C. Stakeholder Outreach

The staff team has developed a list of stakeholders, based on research efforts on who may be most impacted by code updates/programs. The list is divided into five (5) categories: (1) City advisory committees and other public agencies such as TVF&R, Police, Code Compliance, Library Board, and the Parks and Recreation Board; (2) Wilsonville businesses, particularly those with larger parking lots (Safeway/Fred Meyer/Costco); (3) RV owners; (4) People living in RVs; and (5) HOAs.

Staff plans to conduct interviews with the stakeholder groups. The above knowledge check and questionnaire will be provided to Wilsonville community members.

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Wilsonville Business Owners Questions:

1. Question: Best way to receive updates on project (not helpful, slightly helpful, helpful, fairly helpful, extremely helpful)
    i. Email
    ii. Mail
    iii. City Website
    iv. Newspaper
    v. Online sites like NextDoor

2. Have you experienced individuals leaving their RV's or vehicles on your property for extended periods of time? (never, infrequently, sometimes, frequently, habitually)

3. Have you had to contact law enforcement to address RV's or vehicles on your property? (never, infrequently, sometimes, frequently, habitually)

4. What factors should the City consider when reviewing potential programs or regulation updates to implement? (not important, slightly important, important, fairly important, extremely important)
    i. Potential impacts on parking
    ii. Potential impacts on access to businesses
    iii. Costs
    iv. Enforcement capacity
    v. Administrative burden

5. Do you have concerns about parking in certain areas? (not concerned, slightly concerned, concerned, fairly concerned, extremely concerned)
    i. Town Center
    ii. Neighborhoods
    iii. Retail parking lots
    iv. Office/Commercial areas
    v. Industrial areas
    vi. Transit areas

6. Do you have concerns about specific parking regulations? (not concerned, slightly concerned, concerned, fairly concerned, extremely concerned)
    i. Parking during business hours
    ii. Compatibility with surrounding uses (stores, restaurants, commercial, industrial)
    iii. Permit requirements (RV specific, all vehicles etc.)

RV Owners Questions:

1. Question: Best way to receive updates on project (not helpful, slightly helpful, helpful, fairly helpful, extremely helpful)

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i. Email
ii. Mail
iii. City Website
iv. Newspaper
v. Online sites like NextDoor

2. How many RV's do you own?

3. How would you describe the area where your property is located?
   i. Apartment
   ii. Residential Neighborhood
   iii. Condominiums
   iv. Other

4. Do your neighbors also have RV's?

5. Do you have concerns about parking regulations regarding your RV? (not concerned, slightly concerned, concerned, fairly concerned, extremely concerned)
   i. Change in hours allowed to have RV parked
   ii. Time limits on RV Parking
   iii. Loading/unloading times
   iv. Finding adequate parking space for your RV
   v. Visitors with RVs having adequate parking space

6. Would you be supportive of an RV Permit Program? (not supportive, slightly supportive, supportive, fairly supportive, extremely supportive)

7. Would you be supportive of designating regulations for different zones (residential, industrial, commercial etc.)? (not supportive, slightly supportive, supportive, fairly supportive, extremely supportive)

8. Would you be supportive of maintaining Wilsonville's current parking regulations? (not supportive, slightly supportive, supportive, fairly supportive, extremely supportive)

HOA Questions:

1. Question: Best way to receive updates on project (not helpful, slightly helpful, helpful, fairly helpful, extremely helpful)
   i. Email
   ii. Mail
   iii. City Website
   iv. Newspaper
   v. Online sites like NextDoor

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2. Have you experienced individuals leaving their RV's or vehicles on your HOA-owned property for extended periods of time? (never, infrequently, sometimes, frequently, habitually)

3. Have you had to contact law enforcement to address RV's or vehicles within your HOA property? (never, infrequently, sometimes, frequently, habitually)

4. What factors should the City consider when reviewing potential programs or regulation updates to implement? (not important, slightly important, important, fairly important, extremely important)
    i. Potential impacts on parking
    ii. Potential impacts on residents
    iii. Potential impacts on access to other services (parks, community centers, fitness areas, pools etc.)

5. Do you have concerns about parking in certain areas? (not concerned, slightly concerned, concerned, fairly concerned, extremely concerned)
    i. Town Center
    ii. Neighborhoods
    iii. Retail parking lots
    iv. Office/Commercial areas
    v. Industrial areas
    vi. Transit areas

6. Do you have concerns about specific parking regulations? (not concerned, slightly concerned, concerned, fairly concerned, extremely concerned)
    i. Parking during certain times of day
    ii. Compatibility with surrounding uses (homes, parks, community centers, transit stops etc.)
    iii. Permit requirements (RV specific, all vehicles etc.)

7. Would you be supportive of an RV Permit Program? (not supportive, slightly supportive, supportive, fairly supportive, extremely supportive)

8. Would you be supportive of designating regulations for different zones (residential, industrial, commercial etc.)? (not supportive, slightly supportive, supportive, fairly supportive, extremely supportive)

9. Would you be supportive of maintaining Wilsonville's current parking regulations? (not supportive, slightly supportive, supportive, fairly supportive, extremely supportive)

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Individuals Impacted by Houselessness, Currently Living in RVs:
The staff team has discussed undertaking in-person interviews in spaces that feel safe to the interviewees. The team has also discussed providing gift cards for participation.

1. How long have you been residing in Wilsonville?
2. How long have you lived in your RV?
3. What types of areas do you most often leave your RV?
4. Do you feel safe in your RV?
5. What are some barriers you face in finding a place to park your RV?
6. What should the City consider when determining where and when people can park and leave their RV's on public property?
7. Would you be supportive of new programs geared towards regulating specific areas for RVs?

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CITY COUNCIL MEETING
STAFF REPORT

Meeting Date: July 21, 2025	**Subject: Resolution No.3176** A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Construction Contract with GT Landscape Solutions for the Frog Pond West Neighborhood Park project (Capital Improvement Project No. 9175). **Staff Members:** Kris Ammerman, Parks & Recreation Director; Kerry Rappold, Natural Resources Manager **Departments:** Parks and Recreation; Community Development
Action Required	**Advisory Board/Commission Recommendation**
☒ Motion ☐ Public Hearing Date: ☐ Ordinance 1st Reading Date: ☐ Ordinance 2nd Reading Date: ☒ Resolution ☐ Information or Direction ☐ Information Only ☐ Council Direction ☒ Consent Agenda	☐ Approval ☐ Denial ☐ None Forwarded ☒ Not Applicable **Comments:** N/A
Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.	
Recommended Language for Motion: I move to approve the Consent Agenda.	
Project / Issue Relates To:	

☐Council Goals/Priorities:	☒Adopted Master Plan(s): Frog Pond West Master Plan 2017	☐Not Applicable

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Construction Contract with GT Landscape Solutions in the amount of $1,408,662.81 for the Frog Pond West Neighborhood Park project, Capital Improvement Project (CIP No. 9175).

EXECUTIVE SUMMARY:
The 2017 Frog Pond West Master Plan identifies a neighborhood park amenity as a key part of the Frog Pond West neighborhood. The new 2.93-acre neighborhood park will offer a quarter mile walking path, a playground, outdoor fitness equipment, a small shelter, an open lawn area, and a restored native meadow along with other amenities. Additionally, the new outdoor space will preserve the wetland area on the eastern edge of the property to provide residents and visitors with a close-to-home opportunity to connect with nature. The park design was informed by a community preference survey on three design alternatives in early 2023. Over 140 responses were received by community members on what they liked and did not like in the concept designs leading to the eventual final design.

EXPECTED RESULTS:
Delivery of a high-quality neighborhood park that serves as a community amenity that will provide opportunity for passive recreation, exercise, picnicking and play for children.

TIMELINE:
Construction will begin this summer with a completion date in summer of 2026.

CURRENT YEAR BUDGET IMPACTS:
The amended Fiscal Year 2024-25 (FY25) budget includes $2,368,923 in Frog Pond Infrastructure Fee for engineering design, construction, and overhead for CIP No. 9175. The construction contract amount is $1,408,662.81, and within the budget amount for this project. This project is included in the City's five-year capital improvement plan and will carry into the next fiscal year.

COMMUNITY INVOLVEMENT PROCESS:
The Parks and Recreation Department conducted a community preference survey on three design alternatives in early 2023. Over 140 responses were received by community members on what they liked and did not like in the concept designs. Based on community input, a slightly modified preferred alternative emerged as the design preference.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:
The new neighborhood park will enhance quality of life in the area by providing close-to-home opportunities for passive recreation, exercise, picnicking, play for children, and a connection to nature.

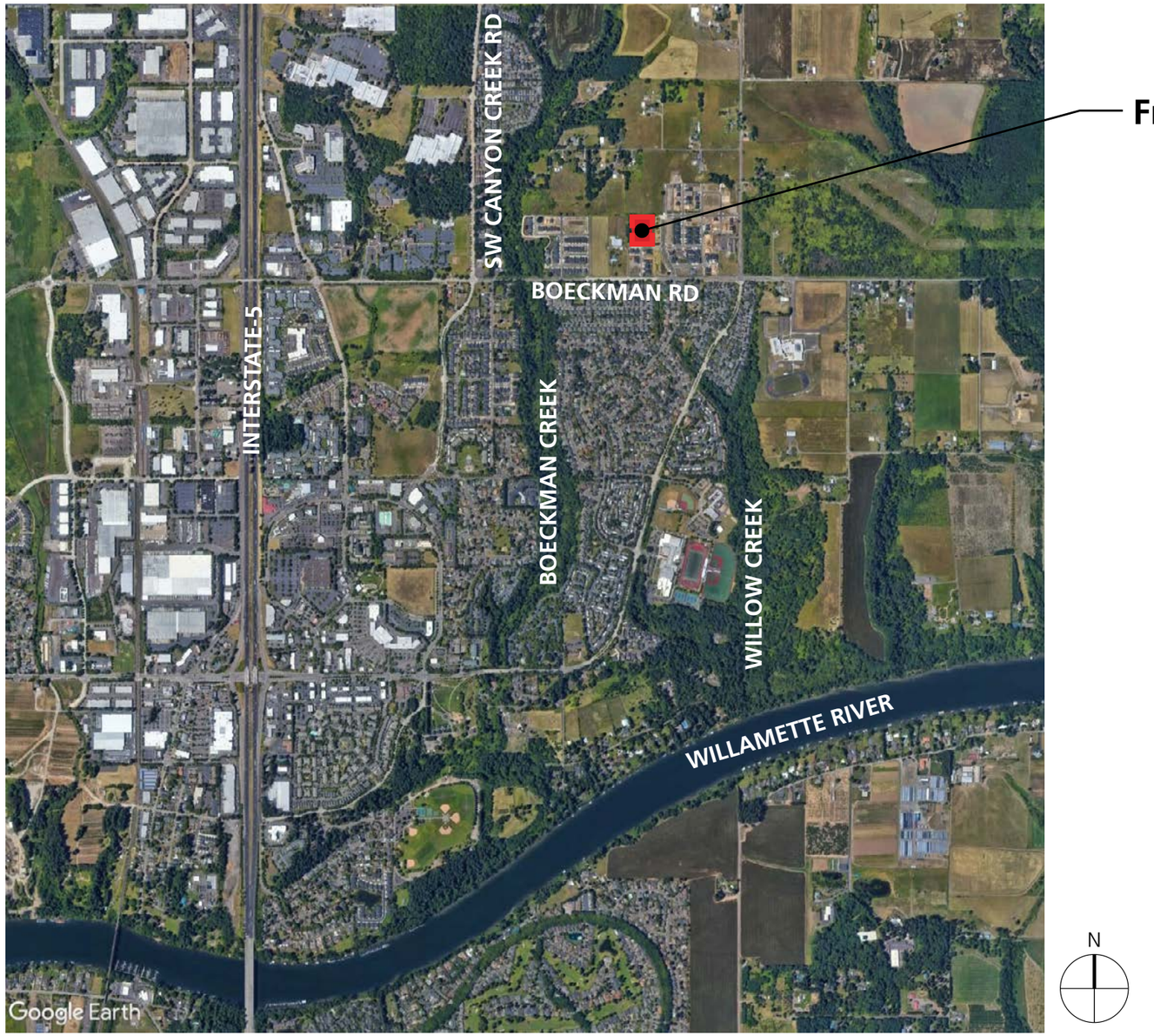
ALTERNATIVES:
Three design alternatives were developed for the neighborhood park, and a final design was selected through a community preference survey. Delaying the construction of the neighborhood park is likely to increase costs and have negative impacts on the opening of the new Frog Pond primary school in the fall of 2026.

CITY MANAGER COMMENT:
N/A

ATTACHMENT:

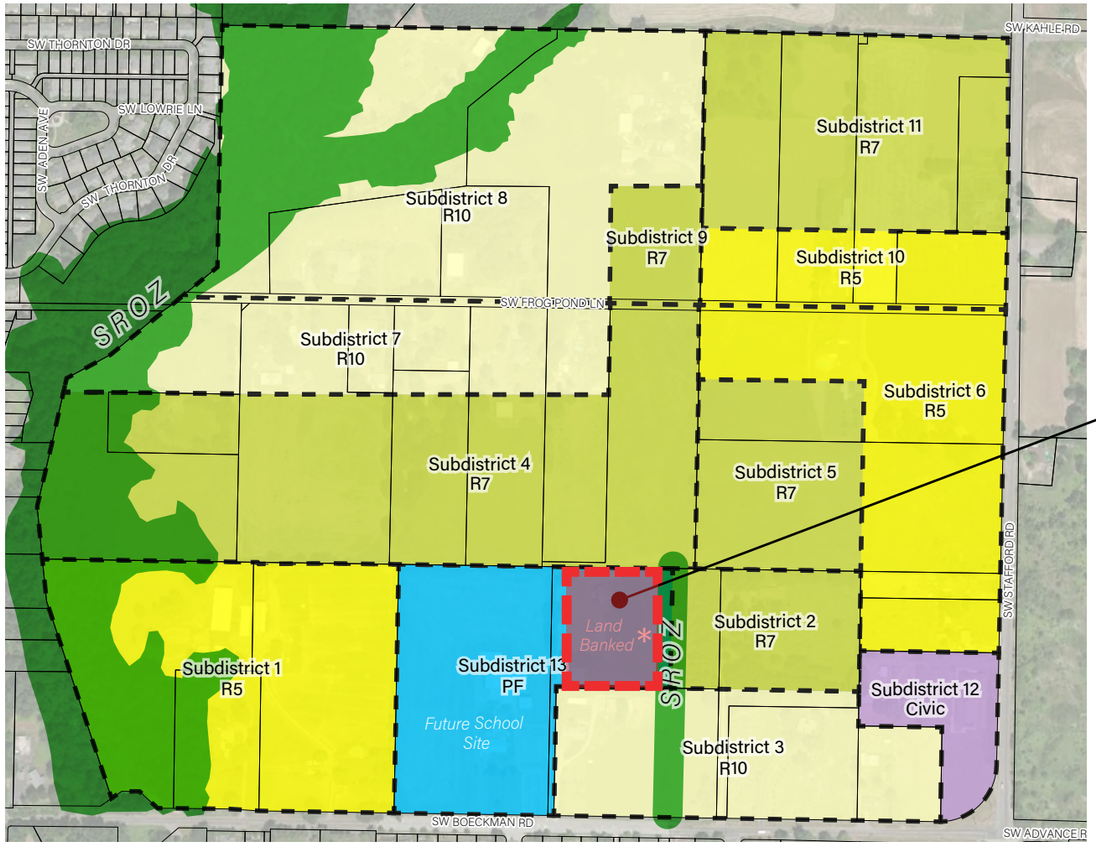
1. Location Map
2. Resolution No. 3176
    A. Frog Pond West Neighborhood Park Construction Contract

Regional Location



Frog Pond West Master Plan

Context



Frog Pond Neighborhood Park

Feet
0 250 500

R5 - Small Lot Single Family

R7 - Medium Lot Single Family

R10 - Large Lot Single Family

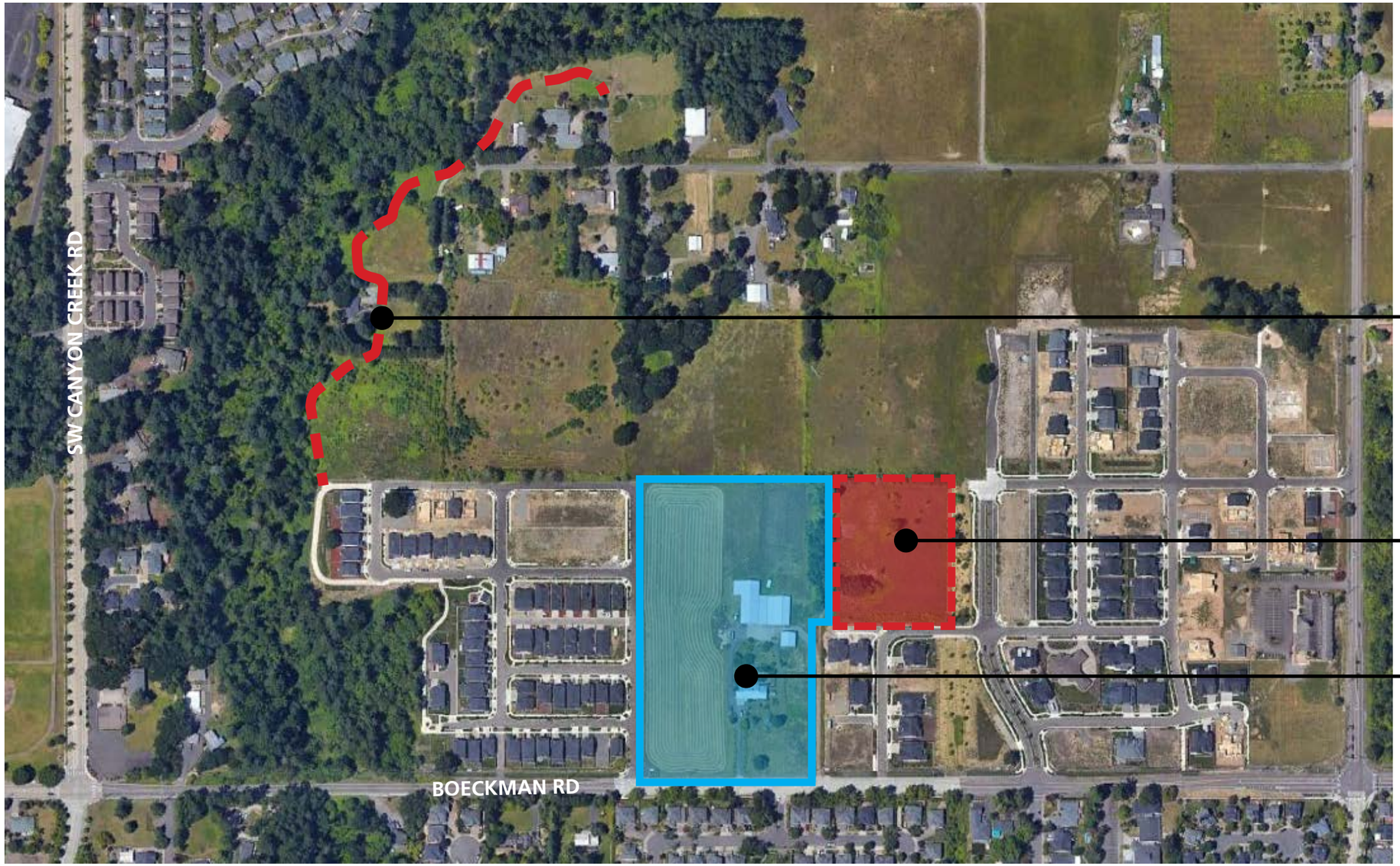
Public Facilities

Civic

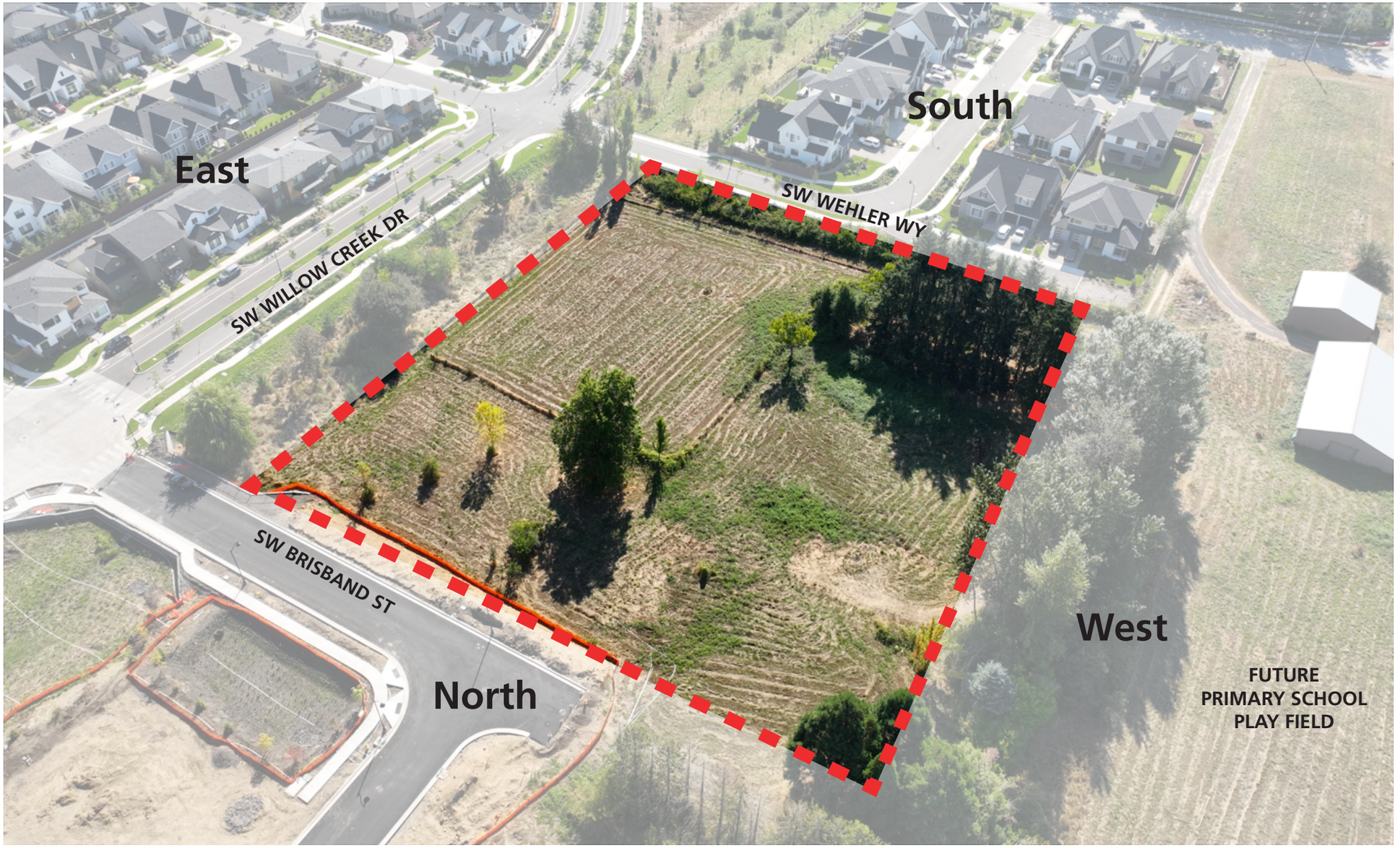
Significant Resources Overlay Zone (SROZ)

* Land banked for school facilities, a neighborhood park, and/or residential use.

Site Location



Aerial looking Southeast



RESOLUTION NO. 3176

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Gt Landscape Solutions For Construction Of The Frog Pond West Neighborhood Park Project (Capital Improvement Project #9175).

WHEREAS, the City has planned, designed, and budgeted the construction for Capital Improvement Project No. 9175, known as the Frog Pond West Neighborhood Park project (the Project); and,

WHEREAS, the City solicited sealed bids from qualified contractors for the Project that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and,

WHEREAS, GT Landscape Solutions submitted a bid on July 2, 2025, that was subsequently evaluated as the lowest responsive bid to complete the project.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and GT Landscape Solutions has provided the lowest responsive bid for construction 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 construction contract with GT Landscape Solutions for a stated value of $1,408,662.81, 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 21st day of July, 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 Cunningham

Councilor Shevlin

EXHIBITS

A. Frog Pond West Neighborhood Park Construction Contract

CITY OF WILSONVILLE
CONSTRUCTION CONTRACT

This Construction Contract ("Contract") for the Frog Pond West Neighborhood Park Project ("Project") is made and entered into on _____ ("Effective Date") by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the "City"), and **VYM, LLC,** an Oregon limited liability company, doing business as **GT Landscape Solutions** (hereinafter referred to as "Contractor").

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional "Contract Documents," and any and all terms and conditions set forth in such Contract Documents: Specifications and Contract Documents for the Frog Pond West Neighborhood Park Project, dated May 23, 2025, including Plans and Details bound separately; Contractor's Bid submitted in response thereto; 2017 City of Wilsonville Public Works Standards; City of Wilsonville Special Provisions; Project Specific Special Provisions; Oregon Department of Transportation 2018 Oregon Standard Specifications for Construction; Special Provisions to ODOT Standards; 2010 ADA Standards for Accessible Design, as amended; 2004 Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), as amended; 2017 ICC A117.1 Accessible and Usable Buildings and Facilities; City of Wilsonville Building Code, as amended; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts

with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Scope of Work

Contractor will furnish all materials, labor, equipment, and supervision for construction of a new 2.89 acre neighborhood park and associated improvements, and performance of such additional and incidental work, as more particularly described herein and in the other Contract Documents for the Project (the "Work"). Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents.

Section 3. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than December 31, 2026, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. All Work must be at Final Completion by no later than December 31, 2026. See **Section 24** for the definition of Final Completion.

Section 4. Contractor's Work

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

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

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

Section 5. Contract Sum, Retainage, and Payment

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed ONE MILLION FOUR HUNDRED EIGHT THOUSAND SIX HUNDRED SIXTY-TWO DOLLARS AND EIGHTY-ONE CENTS ($1,408,662.81), based on the unit pricing described in the Contract Documents, for performance of the Work ("Contract Sum"). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor's unit pricing is more particularly described in the Contract Documents.

5.2. During the course of Contractor's performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Scope of Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 25**.

5.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a five percent (5%) withholding for retainage. Retainage shall be as outlined in the Contract Documents and as specified under ORS 279C.550 to 279C.570. If the City disputes an invoice, the undisputed portion of the invoice will be paid by the City within the above timeframe, less the retainage. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section 24**.

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

5.5. Contractor's unit prices and Contract Sum 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 all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

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

Section 6. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Oregon Bureau of Labor and Industries (BOLI), entitled "Prevailing Wage Rates for Public Works Contracts," effective July 5, 2025, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. If applicable, Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If applicable, Contractor must include a contract provision

in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 7. Filing of Certified Statement

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

Section 8. Reports to Department of Revenue

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

Section 9. City's Rights and Responsibilities

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

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

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

9.4. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized hereby shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and

the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

9.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 21**.

Section 10. City's Project Manager

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

Section 11. Contractor's Project Manager

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

Section 12. Project Information

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

Section 13. Duty to Inform

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

Section 14. Subcontractors and Assignments

14.1. Unless expressly authorized in writing by the City, Contractor shall not either subcontract with others for any of the Work prescribed herein or assign any of Contractor's rights acquired hereunder. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. The City hereby agrees that Contractor will

contract with JRA, Inc., dba Frahler Electric Company and LaRusso Concrete, Inc., to provide electrical and concrete services, which is a critical part of this Contract. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). For all Work performed under subcontract to Contractor, as approved by the City, Contractor shall only charge the unit pricing set forth in the Contract Documents. Rate schedules for named or unnamed subcontractors, and Contractor markups of subcontractor billings, will only be recognized by the City as set forth in the Contract Documents, unless documented and approved, in writing, by the City pursuant to a modification to Contractor's Rate Schedule, per **Section 25** of this Contract. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor's subcontractors also comply with and be subject to the provisions of **Section 15**, below, and meet the same insurance requirements of Contractor under this Contract. Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

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

Section 15. Contractor's Responsibilities

In addition to the obligations and responsibilities set forth in ORS 279C or any of the Contract Documents, Contractor agrees to the following terms and conditions:

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

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

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

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

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

15.5. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

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

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

Contractor shall require each subcontractor providing labor for the Project to also comply with this drug testing program requirement.

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

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

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

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

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

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

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

15.15. Contractor and all subcontractors shall comply with the provisions of ORS 279C.540 pertaining to maximum hours, holidays, and overtime. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40)

hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

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

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

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

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

15.17. For personal/professional service contracts, as designated under ORS 279A.055, instead of 15.15.1, 15.15.2, and 15.15.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

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

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

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

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

15.22. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws, municipal codes, regulations, rules, and ordinances, including but not limited to those dealing with public contracts (ORS Chapter 279C) and with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. To the extent that known environmental and natural resource risks are specifically noted, shown, or specified in the Contract

Documents or on the construction drawings, such risks are allocated to Contractor pursuant with ORS 279C.525(8)(a). If new or amended statutes, ordinances, rules, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws, codes, or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

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

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

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

15.26. Contractor must maintain and provide proof of a statutory public works bond throughout the term of this Contract.

Section 16. Subcontractor Requirements

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

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

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

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

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

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

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

Section 16.6. Environmental Laws

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

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

FEDERAL AGENCIES:	Agriculture, Department of
Forest Service	Soil Conservation Service
Defense, Department of	Army Corps of Engineers
Environmental Protection Agency	Interior, Department of
Bureau of Sport Fisheries and Wildlife	Bureau of Outdoor Recreation
Bureau of Land Management	Bureau of Indian Affairs
Bureau of Reclamation	Labor, Department of
Occupational Safety and Health Administration	Transportation, Department of
Coast Guard	Federal Highway Administration
STATE AGENCIES:	Agriculture, Department of
Environmental Quality, Department of	Fish and Wildlife, Department of
Forestry, Department of	Geology and Mineral Industries, Department of
Human Resources, Department of	Land Conservation and Development Commission
Soil and Water Conservation Commission	National Marine Fisheries Service (NMFS)
State Land Board	State Engineer
	Water Resources Board
LOCAL AGENCIES:	City Council
County Courts	County Commissioners, Board of
Port Districts	Metropolitan Service Districts
County Service Districts	Sanitary Districts
Water Districts	Fire Protection Districts

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

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

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

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

Section 17. Indemnity

17.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract; the negligent acts, omissions, errors, or willful or reckless misconduct of any subcontractor or subconsultant hired by Consultant; all costs incident to Consultant's hiring of assistants or employees; or, from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 17.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

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

Section 18. Insurance

18.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance

carried is in no way a limitation on Contractor's liability hereunder. The policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

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

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

18.1.3. Pollution Liability Coverage. Contractor shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the performance of this Contract. Contractor will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality ("DEQ") and Federal Environmental Protection Agency ("EPA") clean-up requirements. The coverage shall be in the amount of $2,000,000 for each occurrence and $2,000,000 general aggregate.

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

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

18.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages.

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

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

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

Section 19. Bonding Requirements

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

19.2. Maintenance/Warranty Bond. Contractor shall maintain a two (2) year Maintenance/Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, in the amount of ten percent (10%) of the Contract Sum.

19.3. Landscaping Bond. Contractor shall also maintain a two (2) year Landscape Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, for maintenance and replacement of all landscaping material in accordance with ***Public Works Standards Section 201.10.03.*** The landscape maintenance bond shall be for 10% of the amount required to maintain and replace the landscaping installed with the Project. At the one-year time frame in the maintenance period, the City shall perform an inspection of the landscaping and provide Contractor with a landscape replacement list. Contractor shall have 30 days to replace landscaping, as directed, and warranty all new landscaping for an additional two (2) year maintenance period.

19.4. Public Works Bond. Pursuant to ORS 279C.830(2), in addition to the Payment and Performance bonds, before starting work on this Contract or any subcontract hereunder, Contractor and all subcontractors, unless exempt under ORS 279C.836(4), (7), (8), or (9), must have on file with the

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

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

Section 20. Warranty

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

20.2. Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of substantial completion, as defined in ORS 12.135(4)(b), for the City to file a claim for repairs of defective Work due to Contractor's improper use of materials and/or workmanship, and Contractor agrees it is bound thereby.

Section 21. Early Termination; Default

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

21.1.1. By mutual written consent of the parties;

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

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

21.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other

remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of ten (10) days to cure the default. If Contractor notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

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

Section 22. Survival

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. In particular, Sections 15.1, 15.8, 15.9, 15.23, 17, 29, and 30 will survive the expiration of the Term or termination of this Contract under Section 21. Consultant shall surrender to the City items of work or portions thereof for which Consultant has received payment, or the City has made payment.

Section 23. Suspension of Work

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

Section 24. Final Completion and Liquidated Damages

24.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is complete and create a project corrections list ("punch list") of any remaining items to be completed before the Final Completion date of December 31, 2026. All punch list items must be fully addressed and corrected on or before the Final Completion date.

24.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if all Work is not fully completed by December 31, 2026, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount of One Thousand Four Hundred Eight Dollars ($1,408.00) per day for each and every day that expires after December 31, 2026. Retainage will not be released before Final Completion is established.

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

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

Section 25. Contract Modification; Change Orders

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

Section 26. Dispute Resolution

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

Section 27. Access to Records

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

Section 28. As-Builts/Property of the City

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

Section 29. Notices

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

To City:	City of Wilsonville Attn: Kris Ammerman, Parks and Recreation Director 29799 SW Town Center Loop East Wilsonville, OR 97070
To Contractor:	VYM, LLC, dba DT Landscape Solutions Attn: Clayton Friedman 1335 Candlewood Drive NE Keizer, OR 97303

Section 30. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

VYM, LLC,
dba GT Landscape Solutions

By:_____

Print Name:_____

As Its:_____

EIN/Tax I.D. No. _____

CITY:

CITY OF WILSONVILLE

By:_____

Print Name:_____

As Its:_____

APPROVED AS TO FORM:

By:_____

Name:_____
City of Wilsonville Legal Counsel

#25293-0
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WILSONVILLE
OREGON

CITY COUNCIL MEETING
STAFF REPORT

Meeting Date: July 21, 2025	**Subject: Resolution No. 3188** Authorizing the City Manager to Execute a Professional Services Agreement with DOWL, LLC to Provide Engineering Consulting Services for the Stafford Road Improvements Project (Capital Improvement Project No. 4219, 2111, and 1158). **Staff Member:** Andrew Barrett, PE, Capital Projects Manager **Department:** Community Development
Action Required	**Advisory Board/Commission Recommendation**
☒ Motion ☐ Public Hearing Date: ☐ Ordinance 1st Reading Date: ☐ Ordinance 2nd Reading Date: ☒ Resolution ☐ Information or Direction ☐ Information Only ☐ Council Direction ☒ Consent Agenda	☐ Approval ☐ Denial ☐ None Forwarded ☒ Not Applicable **Comments:** N/A
Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.	
Recommended Language for Motion: I move to adopt the Consent Agenda.	
Project / Issue Relates To:	

☐Council Goals/Priorities:	☒Adopted Master Plan(s): 2023 Transportation System Plan Projects UU-06, BW-23, and SI-13. 2014; Wastewater Collection System Master Plan Project; CIP-34; 2012 Water Distribution System Master Plan Project 362	☐Not Applicable

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Professional Services Agreement (PSA) for engineering consulting services with DOWL, LLC (DOWL) in the amount of $682,290.57 for the Stafford Road Improvements Project (Capital Improvement Project No. 4219, 2111, and 1158).

EXECUTIVE SUMMARY:

Stafford Road is an existing major arterial roadway that acts as a gateway between the east side of Wilsonville and rural Clackamas County. The section of Stafford Road between Boeckman Road and Kahle Road serves as the boundary between the Frog Pond West neighborhood, currently under development, and the Frog Pond East development area, which is planned for additional residential and neighborhood commercial development. Existing Stafford Road is characterized by varying widths of right-of-way, generally consisting of rural, unimproved frontage with high vehicle speeds, no access for pedestrians, and limited considerations for cyclists. The intersection of Stafford Road and Brisband Street is predicted to fall below the City's operational standard of Level of Service D within the next 2-3 years.

The Wilsonville Transportation System Plan identifies several high priority projects to address the existing Stafford Road deficiencies, including:

- Stafford Road Urban Upgrade (UU-06)
- Stafford Road Enhanced Crossing (BW-23)
- Stafford Road/Kahle Road Roundabout (SI-12)
- Stafford Road/Brisband Street Roundabout (SI-13)

Collectively, these projects are referred to as the Stafford Road Improvement Project (Project). This Project includes improving a section of Stafford Road between Boeckman Road and Kahle Road to meet current City standards for a major arterial roadway and as detailed in the Frog Pond East and South Master Plan. The roadway improvements consist of urban upgrades to enhance multi-modal connectivity by adding bike lanes, sidewalks, transit stops, and turn lanes that accommodate access to existing and planned adjacent neighborhoods. The project will include two roundabouts with the intersections of SW Brisband Street and SW Kahle Road, as well as an enhanced pedestrian crosswalk with a flashing beacon at Frog Pond Lane. The location of the planned improvements are depicted in Attachment 1 – Vicinity Map.

In addition to roadway improvements, this project includes an extension of a 12-inch sanitary sewer pipeline (CIP No. 2111) and 12-inch drinking water pipeline (CIP No. 1158), as well as undergrounding of overhead utilities and relocation of Portland General Electric high voltage transmission lines on Stafford Road between Boeckman Road and Kahle Road.

A Request for Proposals (RFP) for engineering consulting services was issued on January 15, 2025. A total of four proposals were submitted by the February 13, 2025 deadline, and were subsequently evaluated by the City's selection review committee. DOWL was identified as the successful proposer in accordance with City and State procurement requirements for professional services over $250,000.

DOWL will be responsible for delivering preliminary (30%) engineering design plans under the proposed PSA. Upon completion of preliminary design, the City, in coordination with adjacent property owners and developers and based on available funding, will establish the phases in which the project will be completed and which elements will advance to Phase I final design and construction. Preparation of final engineering design plans, specifications, construction documents, and construction engineering services will be negotiated with DOWL as part of subsequent contract amendments. The negotiated contract amount includes preliminary design,

public engagement, utility coordination, and site investigation services as detailed in **Exhibit A** to **Resolution No. 3188**.

EXPECTED RESULTS:
Upgrade approximately 2,600 feet of Stafford Road to a major arterial standard, improving multi-modal connectivity by adding bike lanes, sidewalks, transit stops, and turn lanes that improve access to adjacent neighborhoods, while enhancing stormwater quality, street lighting, and pavement condition. Roundabout installation at the Kahle/Stafford and Brisband Stafford intersections will improve vehicle delay, capacity, and neighborhood access, meeting Wilsonville operational standards, while slowing vehicle speeds and improving safety through the Frog Pond neighborhoods.

TIMELINE:
Upon execution of the professional services agreement, engineering design work is expected to begin immediately and continue through the end of 2027. Construction is anticipated to begin in the first quarter of 2027 and be completed by the end of that year.

CURRENT YEAR BUDGET IMPACTS:
The adopted Fiscal Year 2025-26 (FY26) budget includes funding for engineering design and overhead for the Project, including Frog Pond Infrastructure Fee (FPF) and System Development Charges (SDC) funding sources, as summarized below.

CIP No.	Project Name	Funding Source	FY27 Budget	Contract Amount
4219	Roadway	FPF & Transportation SDC	$1,823,903.00	$ 500,118.99
2111	Sewer Extension	FPF & Sewer SDC	$405,700.00	$ 100,979.00
1158	Water Extension	FPF & Water SDC	$355,000.00	$ 81,192.58

The engineering design work is within the budgeted amount. This project is included in the City's five-year capital improvement plan and will carry into the next fiscal year.

COMMUNITY INVOLVEMENT PROCESS:
The Stafford Road Improvements were identified as high priority infrastructure projects through the Frog Pond West Master Plan and Frog Pond East & South Master Plan processes, as well as the last major updates to the Wilsonville Transportation System Plan, Water Distribution System Plan, and Wastewater Collection System Master Plan, which included an extensive community involvement process.

As part of the Project, the consultant team will prepare a public engagement plan that includes strategies and desired outcomes for broad based, early, and continuing engagement of key stakeholders and the public. The public engagement plan will outline the process for timely and accessible forums of public input, including in-person and online open houses, stakeholder meetings, public surveys, public events, etc. at key points in the project. Additional engagement will occur through *Let's Talk, Wilsonville!*, Boones Ferry Messenger, project website, social media, mailers, and door hangers. The Public Engagement Plan will also outline secondary outreach mechanisms if participation is lower than anticipated or certain demographics are not being reached.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:
The Project includes roadway, transit, and multi-modal improvements and overhead utility undergrounding necessary to provide safe and accessible transportation choices, improving the City's local transportation network and utility infrastructure, benefiting the community.

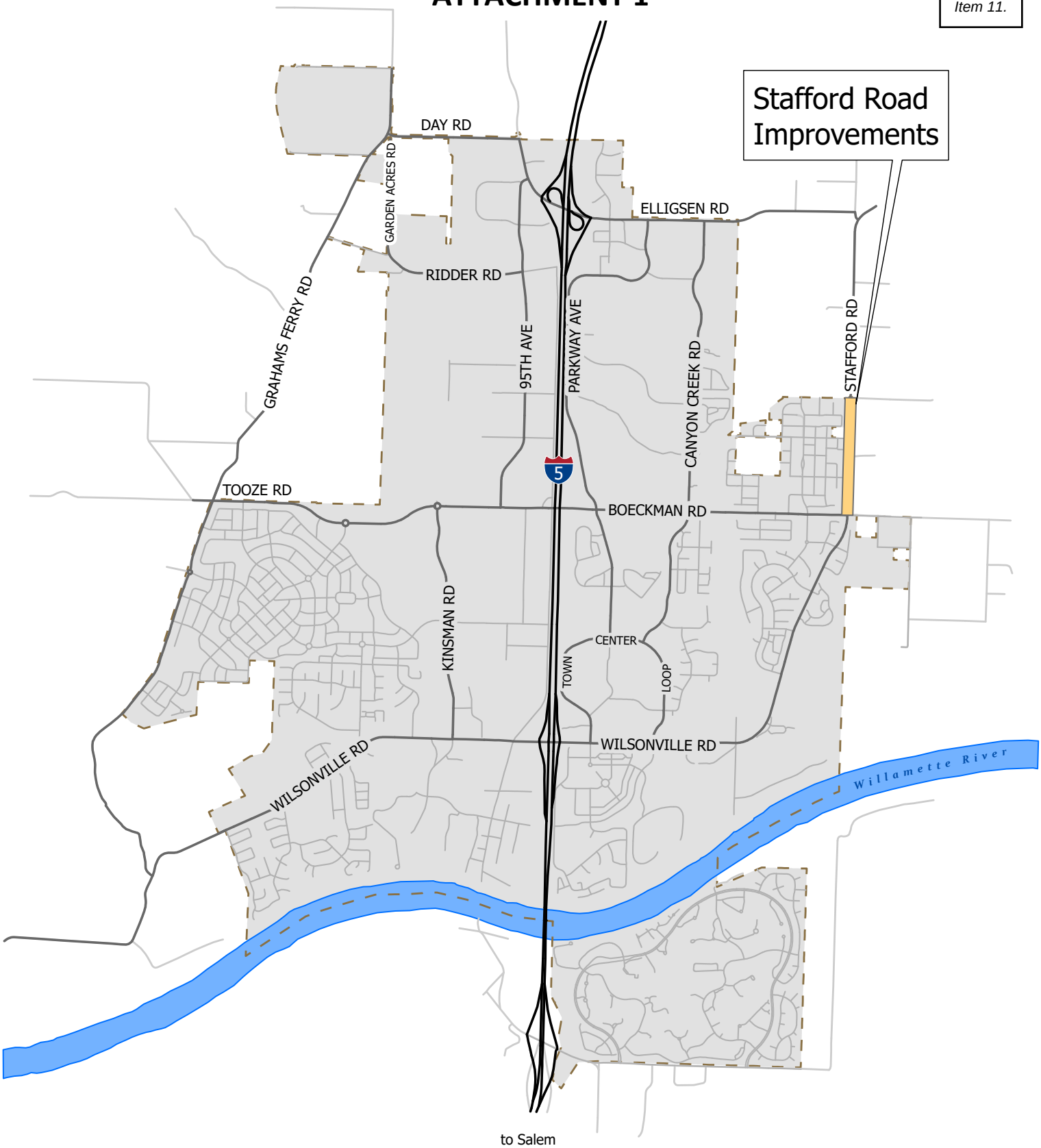
ALTERNATIVES:
Prior to beginning design of the project, the consultant team will perform engineering studies resulting in a preliminary design memo that will include discussion of project direction, feedback from community members, results of engineering studies, impacts to trees, accessibility upgrade needs, and any other important findings. Preliminary design figures will be prepared to evaluate proposed road sections, cross-section and alignment alternatives, and necessary accessibility upgrades to ensure the constructed transportation facilities are accessible, safe, and comfortable for all ages and abilities and meet the community's needs.

Council could direct staff to modify the PSA scope of work and renegotiate the fee with DOWL or elect to reject all proposals and cancel the project outright. Either alternative is not recommended as it will delay needed access and safety improvements to Stafford Road, a frequent request by community members in the Frog Pond West neighborhood. Additionally, the Stafford/Brisband intersection is predicted to fall below the City's operational standard of Level of Service D based on currently entitled development within Frog Pond West. Delay in the Stafford/Brisband intersection improvements as part of the Project, could delay any further development within Frog Pond West and East and trigger a development moratorium on new home construction.

CITY MANAGER COMMENT:
N/A

ATTACHMENTS:
1. Vicinity Map
2. Resolution No. 3188
    A. Stafford Road Improvements Professional Services Agreement

ATTACHMENT 1



VICINITY MAP
NTS

RESOLUTION NO. 3188

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DOWL, LLC TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE STAFFORD ROAD IMPROVEMENTS PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 4219, 2111, AND 1158).

WHEREAS, the City has planned and budgeted for engineering design for Capital Improvement Project No. 4219, 2111, and 1158, known as the Stafford Road Improvement Project (the Project); and,

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

WHEREAS, DOWL, LLC submitted a proposal on February 13, 2025, 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 DOWL, LLC 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 DOWL, LLC for a not-to-exceed amount of $682,290.57, 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 21st day of July, 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 Cunningham

Councilor Dunwell

Councilor Shevlin

EXHIBIT:

A. Stafford Road Improvements Professional Services Agreement

CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") for the Stafford Road Improvements Project ("Project") is made and entered into on_____ ("Effective Date") by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the "City"), and **DOWL, LLC,** a Delaware limited liability company (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 engineering 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 April 22, 2026, 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.

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 EIGHTY-TWO THOUSAND TWO HUNDRED NINETY DOLLARS AND FIFTY-SEVEN CENTS ($682,290.57), based on the rates set forth in the Rate Schedule attached as **Exhibit B**, 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.

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

Section 7. Consultant's Project Manager

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

Section 8. Project Information

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

Section 9. Duty to Inform

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

Section 10. Subcontractors and Assignments

10.1. 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 resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 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, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be

in the amount of **$2,000,000** for each occurrence and **$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **$50,000**, and Medical Expense (any one person) in the minimum amount of **$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

14.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the 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 occurrence shall not be less than **$2,000,000**.

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

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

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

hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing 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, requesting the carrier to notify the City of any termination or change in insurance coverage, as provided above.

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

Section 15. Early Termination; Default

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

15.1.1. By mutual written consent of the parties;

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

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

15.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if 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) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 18. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after

termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 19. 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: Andrew Barrett, Capital Projects Engineering Manager 29799 SW Town Center Loop East Wilsonville, OR 97070
To Consultant:	DOWL, LLC Attn: Bob Goodrich 5 Centerpointe Drive, Suite# 350 Lake Oswego, OR 97035

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. Except with regard to Consultant's defense obligations in Section 13.1 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, each party shall be responsible for its own 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.

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

CONSULTANT:

DOWL, LLC

By:_____

Print Name:_____

As Its:_____

EIN/Tax I.D. No. _____

CITY:

CITY OF WILSONVILLE

By:_____

Print Name:_____

As Its:_____

APPROVED AS TO FORM:

_____

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

#253440
https://wilsonville.sharepoint.com/sites/legal/shared documents/city/contract (k)/dir/frog pond/stafford rd imprv/doc/psa stafford road improvements-bid (sd2).docx

Stafford Road Improvements Project # 4219, 2111, 1158

SCOPE OF WORK

Project Scope:

SW Stafford Road is an existing major arterial roadway that acts as a gateway into Wilsonville from the currently rural Stafford Road area and I-205 corridor. The existing areas surrounding SW Stafford Road are in the process of being developed with a mix of residential uses and future planned residential areas that are currently undeveloped or rural. The existing SW Stafford Road between SW Advance Road/SW Boeckman Road and SW Kahle Road is characterized by varying widths of right-of-way, generally consisting of rural, unimproved frontage with no access for pedestrians and limited considerations for cyclists. Urban upgrades are needed to improve multi-modal connectivity by adding bike lanes, sidewalks, and turn lanes that accommodate access to existing and planned adjacent neighborhoods.

This project scope of roadway improvements includes completing 30% Design for:

- Widening approximately 2,600 feet SW Stafford Road from SW Advance Road/SW Boeckman Road (SWAB intersection) to SW Kahle Road to meet current City standards for a major arterial and the requirements of the Frog Pond East and South Master Plan.
- Improving the SWAB intersection to connect to the new roadway improvements on Stafford Road, including assessment of protected bike lane intersection.
- Two roundabouts on Stafford Road: One at SW Brisband Street and one at SW Kahle Road. Each roundabout must include a gateway feature.
- Designing an enhanced pedestrian crossing and access control islands at Frog Pond Lane.

In addition to roadway improvements, this project includes extension of a 12-inch sanitary sewer pipeline and 12-inch potable water pipeline, as well as undergrounding of overhead utilities and relocation of Portland General Electric high voltage transmission lines on SW Stafford Road between the SWAB intersection and SW Kahle Road. Southern connection limits for each utility are based on information on the City website.

Once the 30% Design is complete, the City will decide which project elements to advance into final design and construction. Once that decision is confirmed, a contract amendment will be prepared to complete the project design.

Organization of Work Tasks:
The following work tasks are provided to develop an effective and comprehensive project delivery plan and provide a basis for the level of effort and design fee required for successful project delivery.

Task 1: Project Management
Consultant shall provide management and coordination for the tasks included in this Scope. Consultant shall manage Services performed by Consultant's staff and sub-consultants. Consultant shall coordinate with the City on work tasks performed by others. Project duration is assumed to be 9 months for the base tasks identified in this SOW.

1.1 Project Management and Coordination
Consultant shall provide project management and design oversight for the consultant team. Consultant shall prepare and maintain a milestone delivery schedule in Microsoft Project format. Consultant shall maintain a project decision log to collect City design input, document key decisions and track the resolution of design issues.

Consultant shall plan and direct Quality processes in accordance with Consultant's existing Quality Management Program (QMP), including the development of a Project Quality Plan (PQP). The PQP will identify the quality control and senior reviews for project deliverables. Consultant shall keep the City apprised of work progress, project issues, resolutions and changes affecting the design, schedule or project budget on a regular basis.

Consultant shall submit a monthly invoice and progress report. Consultant shall maintain a project file, which must include engineering computations, assumptions, meeting agendas and minutes, working drawings, correspondence and memoranda. For budgeting purposes, the project duration for the scope of services in this contract is anticipated to last no more than 12months.

1.2 Project Meetings
Consultant shall prepare and lead meetings as described below. The purpose of these meetings is to identify and document the Project goals, objectives and design preferences; to establish an efficiency and design quality; to understand stakeholder concerns and regulatory approval requirements; and to promote accurate communications between the City and the consultant team. Meetings shall take place by Microsoft Teams, unless noted otherwise. Consultant shall prepare an agenda and a summary for each meeting, unless noted otherwise.

- PM Check-ins – Up to two Consultant staff shall meet with the City PM monthly to review progress, address questions, and review overall project direction. No agendas or summary will be prepared. Instead check-ins will be documented informally via email.
- Project meetings – Up to four Consultant staff shall meet with the City for a kickoff meeting and two periodic meetings, for up to one hour each, to discuss the work plan, project schedule, design criteria, alternatives analysis, project issues, and/or design decisions.
- Developer coordination meetings – Up to two Consultant staff shall meet with the City and Frog Pond East developer's team up to two times for up to one hour each to coordinate project schedules and design features. These meetings will be at City or Developer offices.

1.3 Quality Control
Consultant shall perform senior reviews of the milestone deliverables at 30% according to the PQP and Consultant's QMP.

Task 1 Deliverables

- Decision Log
- Design schedule
- Monthly progress report and invoice
- Meeting agendas and summaries
- QC documentation at each milestone

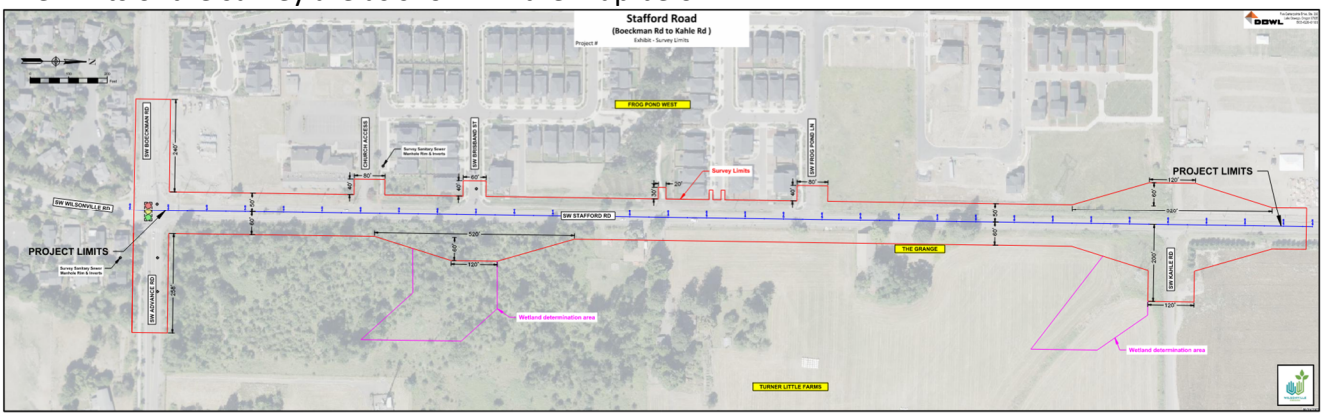
Phase 1 – Design, Public Involvement, Permitting, and Easement Acquisition

Task 2: Surveying

Consultant shall complete the surveying needs for the Project. Consultant's surveying shall include establishing a control network, topographic surveying, and filing a Horizontal Control, Monument Recovery and Retracement Survey with the Clackamas County Surveyors Office. This is an English unit Project (International Feet).

All Consultant deliverables shall be reviewed and approved by Consultant's Professional Land Surveyor (PLS), registered in the State of Oregon.

The limits of the survey are as shown in the map below.



2.1 Horizontal and Vertical Control

Consultant shall establish horizontal and vertical control network points according to ODOT or City standards. Consultant shall use the Oregon Coordinate Reference System (OCRS) – Portland Zone, NAD83(2011) Epoch2010. for the horizontal datum and shall use the NAVD 88 for the vertical datum. Consultant shall establish primary geodetic control monuments, (5/8" iron rod with plastic cap) and maintain line of sight throughout the entire Project limits. Consultant shall place these control monuments in locations such that they can be utilized during construction.

Consultant shall run digital level loops to control monuments that are utilized in preparing the Digital Terrain Model (DTM). Consultant shall use strategic points to develop survey DTM in non-critical areas that are no more than one (1) "shot" out from a network control point.

Consultant shall show the control network on the Horizontal Control, Monument Recovery and Retracement Survey filed with the County Surveyor (see task 2.3).

2.2 Location Survey, Base Map, and Digital Terrain Model (DTM)

Consultant shall perform a topographic survey for the project within the survey limits defined above.

Consultant shall survey existing surface features per Current City of Wilsonville Public Works Standards and Detail Drawings, including, but not limited to: face of buildings, fences, utilities, ditches, driveways, structures, culverts, trees, and signs within areas selected for topographic surveys. Consultant shall survey the existing centerline and edge of pavement with elevations consistent with the Project vertical datum. Consultant shall tie trees 6-inch or larger in diameter at chest height.

Consultant shall gather the field data necessary to show utility locations in the base mapping for the design. Consultant shall request underground utilities to be marked in the field (known as "field locates") within the immediate Project area as identified. Consultant shall use the statewide "One-call" utility notification system and submit a "pre-survey" locate request. All utility operators with buried facilities subscribe to the One-Call system (OUNC-Oregon Utility Notification Center). Consultant shall tie all non-tangent markings, i.e. survey shots shall be of sufficient frequency to accurately record each facility's alignment and deviation. Consultant shall contact Oregon Utility Notification Center to field mark utilities throughout the project area.

Consultant shall measure vertically the lowest wires that cross street or road intersections and shall calculate a true elevation of those wires. Consultant shall note this in the field notes.

Consultant shall record all visible utility identifications in the field notes. Such numbers shown on power or telephone poles, vault tags, telephone pedestals (also known as risers), cabinets, meters, fences or screened enclosures for gas regulators, and sanitary sewer pump stations are examples of what is needed for the City or Consultant to communicate with the utility operator, as to what facility may conflict with the Project.

Consultant shall attach numbered tags to survey to correspond to the tree survey points using rectangular aluminum tags that the numbers can be etched into, and stapled to the tree trunks with a ~~nail~~ staple or nail. If using a nail a small gauge aluminum nail will be used leaving a portion of the nail head exposed from the tree.

Consultant shall create a Digital Terrain Model (DTM) of the Project site. Consultant's DTM shall depict the actual surface shape in each section. Consultant shall gather topographic data for this Project by techniques consistent with preparing a DTM and National Mapping Standards Accuracies. Consultant shall use a combination of survey data at break lines, features, and spot locations to develop the DTM model. Consultant shall perform the topographic survey to establish the configuration of the ground and the location of natural and fabricated objects.

Consultant shall implement appropriate quality control measures to verify mapping accuracy.

2.3 Horizontal Control, Monument Recovery and Retracement Survey

Consultant shall perform a search of survey records on file with City and County, to reestablish the existing centerlines and rights-of-way.

Consultant shall research deeds and surveys of record. Consultant shall provide tax assessor maps,

records of survey and copies of all pertinent deeds used to reestablish the existing right–of-way lines. Consultant shall provide copy of title reports to City..

Consultant shall survey found property corners, property line fences and the existing edge of pavement to establish the existing road centerlines and rights-of-way. Consultant shall tie at least one (1) Public Land Survey System (PLSS) corner as necessary to show a relationship to the road centerlines. Consultant shall provide at least one (1) PLSS corner tie for right-of-way descriptions and the filing of the survey. Consultant shall tie these monuments to the control network.

Consultant's survey map format shall conform to ORS 209 and county survey filing map requirements.

2.4 Right of Way Base Map

Consultant shall prepare the R/W base map using field survey data, vesting deeds, County assessor plats, subdivision plats, General Land Office plats, existing County R/W drawings, County record of surveys, road dedications, and road vacations. Consultant shall create coordinate correct mapping features in the "Design" model. The R/W base map must include the existing property lines, General Land Office lines (GLO), property owners' names with deed recording numbers, the R/W centerline, R/W boundaries, access control lines, Project design centerlines, survey monuments, reference points. Consultant shall show the names of any features such as subdivisions, roads, streets, or rivers in the file. Consultant shall label each survey monument with a description and its coordinates or referenced in a table. Each centerline must include Engineer's Stationing, curve data, bearings, and coordinates.

Task 2 Deliverables

- Horizontal and vertical control network data incorporated into Task 2.3
- One (1) scanned copy of field notes
- Copy of the electronic CADD Files Location Base Map in AutoCAD format with Civil3D DTM
- All files for the network control points in electronic (ASCII) format
- Electronic field files
- Confidence Point Report
- Electronic files of all listing kits, survey research and tax maps
- Final electronic copy of filed Horizontal Control, Monument recovery and Retracement Survey" data
- R/W Base Map
- Copy of Title Reports

Task 3: Public Engagement

Consultant shall prepare the following public information materials:

- Up to four (4) project exhibits updated one time
- Interested Parties List
- Email/text alert sign-up and distribution

Consultant shall coordinate with the City to identify up to two (2) small group meetings with stakeholders such as adjacent land or business owners. The City will schedule these meetings. Up to

two (2) Consultant staff shall participate in each meeting, which will occur in-person at or near City Hall. Consultant shall prepare a summary of each meeting.

The City will organize one (1) in-person open house. Consultant shall prepare materials as listed above to support the open house. Up to three (3) Consultant staff shall attend the open house, which is assumed to occur at City Hall. Consultant shall prepare a summary of the open house.

Consultant shall set up and maintain an email distribution list of interested parties within the Constant Contact platform. Consultant shall build the distribution list that will be comprised of a stakeholder and media list that is reviewed/augmented by City and individuals who request to be added to the distribution list. Stakeholder list is anticipated to include elected leaders, area businesses, and stakeholder groups. Consultant shall draft and send email updates up to three times during this initial phase.

Consultant shall set up and maintain a text update distribution list of interested parties within the Simple Texting platform. A project-specific keyword will be established that interested parties can use to sign-up for updates. Note: Because of texting regulations, Consultant cannot subscribe individuals to text update. Consultant shall draft and send text updates up to three times during this initial phase.

Consultant shall submit draft updates for City review and address one round of comments for each update prior to distribution.

The City will complete public engagement materials, tasks, and activities not included in this task.

Task 3 Deliverables

- Public information exhibits
- Meetings summaries
- Interested parties list
- Set-up and maintenance of email/text distribution platforms

Task 4 – Tree Evaluation

In accordance with City of Wilsonville requirements, Consultant shall assess surveyed trees in terms of species, diameter at breast height (DBH), crown radius, overall structure, health and windthrow resistance, and identify high quality significant trees as priorities to preserve and protect. Consultant shall summarized tree data in a tree inventory spreadsheet. Consultant shall develop tree removal and protection recommendations. Consultant shall conduct up to two (2) on-site meetings to review the tree assessment and discuss alternatives to inform the Design.

Consultant shall prepare tree protection specifications for inclusion in Task 12.

Task 4 Deliverables

- Tree inventory data in spreadsheet format including, tree DBH and crown radius, species, condition and any other pertinent designation (ie. Significant, dead or dying etc.). Tree survey marked-up plan sheets identifying all trees within the limit of work.
- Tree protection specifications

- Final tree inventory data spreadsheet coordinated with inventoried tree numbering

Task 5: Geotechnical and Hazmat Investigation

Consultant shall complete borings, laboratory testing, and engineering analysis to support concept and final design for roadway and pavement section.

Task 5.1 - Geotechnical and Pavement Engineering

Consultant shall perform geotechnical and pavement field explorations, laboratory testing, and engineering analyses to support the final design of pavement sections, and infiltration tests. Consultant shall develop the pavement field investigation in accordance with ODOT Pavement Design Guide.

5.1.1 Field Explorations

Prior to beginning the field explorations, the Consultant shall prepare a Field Testing Work Plan showing the proposed exploration locations and outlining the drilling and sampling procedures, preliminary laboratory testing plan, and the traffic control plans for borings located in the roadway and falling weight deflectometer (FWD) testing. No fieldwork is to be performed, other than initial site reconnaissance, until the work plan is reviewed and approved by the City.

Develop a Field Safety Plan (FSP) for fieldwork and Traffic Control Plans (TCPs), if needed, for borings and FWD testing located in the roadway. Both the FSP and TCPs shall be submitted to the City and approved prior to the start of investigation work. The Traffic Control Plans must address single lane closures for activities associated with drilling exploratory borings from the roadway surface and pavement restoration.

Consultant shall perform visual pavement assessment in general accordance with ODOT's Good-Fair-Poor (GFP) Pavement Condition Rating Manual and Distress Survey Manual. The primary goal shall be to evaluate the existing pavement condition in support of the pavement design effort. Pavement distress type, severity, and extent will be assessed to evaluate the overall pavement condition for each design section.

Consultant will perform exploration work in accordance with all Federal, State, and Local regulations. Consultant shall obtain the required County and City permits for borings within the ROW.

Consultant shall complete a subsurface exploration program that consists of the following:

- Pavement Borings - Advance a total of four borings to a depth of approximately 10 feet below ground surface (bgs). Borings will be completed with a truck mounted rig. All borings will include a pavement core, and dynamic cone penetrometer (DCP) test. All borings will require traffic control and will be performed during daytime between the hours of 9:15am and 3:30pm.
- Ground Water Monitoring Boring – Advance one boring to a depth of 12 feet and install a vibrating wire piezometer at a depth of 10 feet below ground surface. Boring will be located in shoulder or off the roadway to allow safe access to take measurements.

- Pavement Hand Augers - Advance a total of four hand auger borings to a depth of approximately 5 feet bgs or refusal. Hand augers will be completed off the roadway and include dynamic cone penetrometer (DCP) test.
- Dynamic Cone Penetrometer Tests – Perform a total of two individual DCP tests not at boring locations.
- Infiltration Tests – Perform up to 6 test pits to depths of between 3 and 5 feet bgs at the proposed locations of stormwater facilities to perform infiltration tests in accordance with the appropriate City standards using the open pit method. Test pits will be dug using a mini-excavator. Infiltration tests will be completed during daytime hours. These tests will be performed outside of the existing roadway and will not require traffic control.
- Falling Weight Deflectometer Testing – Perform FWD testing in both the northbound and southbound lanes at intervals of 100 feet for a total of (52 tests total). FWD testing will be performed at night between the hours of 9pm and 5am.

Field explorations will be conducted during daytime and nighttime hours using a truck-mounted drill rig, mini-excavator, or hand auger as described above. Drilling will be conducted using mud rotary or hollow stem auger drilling techniques. Soil samples will be obtained at 2-1/2 foot to 5-foot intervals using either a standard penetration sampler or a thin-walled Shelby tube. No rock coring is anticipated for the project. The borings will be abandoned and backfilled according to Oregon Water Resources Department regulation. Asphalt patches will be performed using a high quality cold patch from the ODOT qualified product list.

Assumptions:

- The City will negotiate, acquire, and provide all necessary site access and any necessary right of entry permits for the test pits located at private properties to the Consultant, based on Consultant's Subsurface Exploration Work Plan.
- The subsurface material is not contaminated, and no testing will be performed to investigate the possible presence of toxic or hazardous materials and petroleum products.
- Consultant will acquire the necessary County and City ROW permits.
- Signal pole borings are not required for this project.
- Retaining wall borings are not required for this project.
- No wells or instrumentation of any kind will be installed in the boreholes.
- Core samples of the asphalt concrete will be retrieved using a diamond bit core drill.
- Asphalt concrete cores will be logged according to the ODOT Pavement Design Guide and photographed for inclusion in the report.
- The field explorations schedule will be confirmed within one week of approval of the Filed Exploration Work Plan.

Consultant shall perform laboratory tests on disturbed and undisturbed soil samples obtained from the explorations to characterize the subgrade soils and to develop soil properties for the pavement and infiltration system design. The laboratory testing program shall consist of some or all the following tests:

- Up to 14 natural moisture content determinations (ASTM D2216);
- Up to 1 undisturbed sample moisture and density determinations (ASTM D2937);
- Up to 2 fines content determinations (ASTM D1140); and
- Up to 3 plasticity index determinations (ASTM D4318).

5.1.2 - Pavement Design Analysis

Consultant shall perform analyses of the field and laboratory test data to develop pavement design and construction recommendations for the roundabouts, roadway widening, and potential pavement rehabilitation. Consultant shall conduct the pavement analyses and design in accordance with most current version of the ODOT Pavement Design Guide, and AASHTO and FHWA design guidelines. The following engineering items will be analyzed and evaluated:

- Evaluate subsurface conditions including groundwater level.
- Develop pavement design parameters. FWD and DCP results shall be used to correlate to existing subgrade resilient modulus.
- Provide FWD result summaries in graphical format.
- Identify "design areas" that include areas of similar pavement condition and/or pavement rehabilitation requirements.
- Develop up to one new Portland Cement Concrete (PCC) pavement section for the Roundabouts with a design life of 40 years.
- Develop up to one new flexible pavement section for reconstruction/widening with a design life of 20 years.
- Develop up to one flexible pavement section for rehabilitation (overlay and inlay) with a design life of 15 years.
- Recommendations for subgrade preparation for pavement reconstruction (both winter and summer construction).

Assumptions:

- Consultant will not perform Lifecycle cost analysis for pavement design
- Consultant will use provided traffic counts and traffic growth rate to compute the equivalent 18-kip single axle loads (ESALs) within the project limits as required for the pavement design analysis.

5.1.3 - Pavement Design Report

Consultant shall prepare a draft Pavement Design Report. The report shall summarize the testing, results, recommendations, and conclusions. Consultant shall include the following in the draft Pavement Design Report:

- Description of the field exploration program;
- Laboratory testing results;
- Visual pavement assessment results and discussion;
- Summary of pertinent documents reviewed;
- Narrative of engineering evaluations, including assumptions and design parameters;

- Narrative of evaluation results and conclusions;
- Summary of pavement design recommendations;
- Construction considerations;
- Figures, including vicinity map, site and exploration plan showing bore/core, FWD, and DCP test locations, and plots of normalized FWD deflections;
- Appendices including:
    - Boring logs;
    - Laboratory test results;
    - Pavement core logs and photographs; and
    - FWD and DCP test results.
    - Infiltration Test results

Consultant shall incorporate City's review comments into the Final Pavement Design Report. Consultant shall submit the Final Pavement Design Report. Consultant shall provide recommendations for pavement design special provisions.

Task 5.1 Deliverables

- Field Exploration Work Plan
- Draft Pavement Design Report
- Final Pavement Design Report
- Project special provisions

Task 5.2 – Hazmat Investigation

Task 5.2.1 – Hazardous Materials Corridor Study

Consultant shall conduct a Hazardous Materials Corridor Study (HMCS) according to the following standards and guides:

- Hazardous Waste Guide for Project Development, by the AASHTO Special Committee on Environment, Archaeology and Historic Preservation
- ODOT HazMat Program Manual

Consultant shall review available federal and state environmental databases to identify sites that could potentially impact the Project, using the minimum search radii listed below:

Environmental Database	Search Radius
Environmental Cleanup Site Information ("ESCI")[NPL]	0.5 mile
Oregon Permitted Landfill List	0.5 mile
State Leaking Underground Storage Tank (“LUST”) List	0.25 mile
Federal Resource Conservation and Recovery Act (“RCRA”) Generators List	Site and adjoining
State Fire Marshal’s Spill Response List	Site and adjoining
Oregon Motor Carrier Spill List	Site and adjoining
State Certified UST List	Site and adjoining

Consultant shall review DEQ files, available using DEQ's Facility Profiler website, to determine whether contamination from adjacent facilities is likely to impact Project construction. Alternatively, Consultant may conduct this review using commercially available regulatory database reports (i.e. Environmental Data Resources Inc.).

Consultant shall review the OWRD on-line database at to determine whether water wells or monitoring wells are located on or adjacent to the Project corridor.

Consultant shall review Project files from the appropriate DEQ Region office, based on the Project location, for all facilities considered to be at a high risk for impacting Project construction. Consultant shall use DEQ file information to delineate contaminated areas within the Project corridor and identify whether that information is sufficient to develop construction plans and specifications without additional sampling.

Consultant shall conduct historical research to identify past uses of the Project corridor and adjacent properties, using 1 or more of the following resources:

- Sanborn Fire Insurance Maps
- Aerial photographs
- Reverse city directories
- Historic property ownership, occupancy records or building permits

The resource (or combination of resources) that Consultant selects must provide historic information regarding land use back to 1935 at 10-year intervals, or, if not possible, Consultant shall demonstrate that such information is not readily available.

Consultant shall review pertinent records that the City may make available as they relate to the environmental condition of the Project corridor.

Consultant shall conduct a site reconnaissance to identify potential sources of contamination that could impact construction or result in the City acquiring contaminated property.

Consultant shall assess whether soil sampling is required to determine whether soil excavated from the Project corridor meets DEQ's clean fill screening levels for contaminants-of-concern including pesticides, herbicides, metals, PAHs, petroleum hydrocarbons, and solid waste.

Consultant shall prepare an HMCS report summarizing the information that Consultant obtained through the activities listed above. The report must include photographs documenting Project corridor observations. The report must include conclusions that identify specific sources of contamination that could impact Project construction and recommendations for further investigation, if needed.

Consultant shall submit the draft HMCS Report for City review and comment. The City will consolidate comments and submit to Consultant. Consultant shall incorporate City comments and suggested revisions, then deliver the final HMCS Report to the City for approval.

Task 5.2.1 Deliverables

- Draft HMCS Report
- Final HMCS Report

<u>Task 5.2.2 – Shoulder Material Investigation and Agricultural Sampling (Reserved)</u>

Task 6 – Transportation Engineering

Consultant shall provide transportation analysis and design engineering services as summarized in the following sub-tasks.

Task 6.1 – Transportation Analysis

Consultant shall perform a transportation evaluation for the project area to assist in determining the road alignment, recommended cross section, turn pocket locations and storage needs, and intersection improvements. Traffic studies shall be developed in coordination with City's Project Manager.

Consultant shall collect the following traffic data:

- One 24-hour vehicle count (including vehicle classifications and travel speed) along Stafford Road.
- AM (7:00 to 9:00 a.m.) and PM (4:00 to 6:00 p.m.) peak hour turn movement counts at the following intersections:
    - SW Wilsonville Road-SW Stafford Road/Boeckman Road-SW Advance Road
    - SW Stafford Road/SW Brisband Street
    - SW Stafford Road/SW Frog Pond Lane
- Crash data from (most recent 5 years of data)

Consultant shall conduct AM and PM peak traffic analysis for both existing conditions and future conditions (approximately 20 years in the future) at the following locations:

- SW Wilsonville Road-SW Stafford Road/Boeckman Road-SW Advance Road
- SW Stafford Road/SW Brisband Street
- SW Stafford Road/SW Frog Pond Lane

Future traffic volumes must be based on the currently approved City of Wilsonville travel demand model and recent forecasts from the Frog Pond East and South Master Plan transportation study. Capacity analysis will be based on current Highway Capacity Manual ("HCM") methodology.

Task 6.1 Deliverables

- Draft Traffic Study
- Final Traffic Study

Task 6.2 – Traffic Signal Modification Design

Consultant shall prepare 30% design files and construction cost estimate ("PS&E") for the modification of the existing traffic signal at the SW Wilsonville Road-SW Stafford Road/Boeckman Road-SW Advance Road intersection.

All traffic signal plans and specifications must conform to Manual on Uniform Traffic Control Devices ("MUTCD"), ODOT, Clackamas County, and National Electric Code ("NEC") standards as applicable. Consultant shall coordinate with the utility for service connections.

Consultant shall locate pedestrian push buttons to meet current MUTCD and ADA standards, in accordance with Clackamas County traffic signal design and maintenance standards and the Manual on Uniform Traffic Control Devices ("MUTCD" current edition).

Task 6.2 Deliverables

- 30% Traffic Signal Modification CAD files and cost estimate

Task 6.3 – Permanent Pavement Markings

Consultant shall prepare 30% design files and construction cost estimates for the permanent pavement markings associated with the proposed improvements. The design must be completed in accordance with applicable MUTCD, ODOT, and Agency standards.

Task 6.3 Deliverables

- 30% permanent pavement markings CAD files and cost estimate

Task 6.4 – Illumination Design

Consultant shall prepare 30% design files and construction cost estimates for the construction of an illumination system within the project area. Consultant shall conduct lighting analysis to determine the appropriate light pole layout (pole spacing, mounting heights, and wattages) to meet current Agency standards for light levels. Street lighting plans and specifications shall conform to the NEC, PGE, and Clackamas County electrical standards as applicable. Consultant shall coordinate with utility for service connections.

Task 6.4 Deliverables

- Technical Memorandum and narrative summarizing the results of lighting analysis included in 30% submittal
- 30% Illumination CAD files and cost estimate

Task 6.5 – Enhanced Pedestrian Crossing

Consultant shall prepare 30% design files and construction cost estimate ("PS&E") for a new enhanced pedestrian crossing at the SW Stafford Road/Frog Pond Lane (conduit system only).

All RRFB plans and specifications must conform to MUTCD, Clackamas County, and National Electric Code ("NEC") standards as applicable. Consultant shall coordinate with the utility for service connections.

Plans and specifications shall include locating pedestrian push buttons to meet current MUTCD and ADA standards, in accordance with the ODOT Signal Design Manual, Agency standards, the ODOT Signal Policy and Guidelines, and applicable ODOT standard drawings.

Task 6.5 Deliverables

- 30% RRFB conduit CAD files and cost estimate

Task 7 – Permitting

Task 7.1 Wetland Delineation Report

Consultant shall review existing wetland reports and conduct a site visit of the project's Area of Potential Impact (API) and delineate wetlands, streams, or ditches within the API. The API will be the same as the Survey Limits plus Wetland Determination Areas shown on the Limits of Survey Map in Task 2. The wetland and waters delineation will be conducted in accordance with the routine onsite wetland determination methodology described in U.S. Army Corps of Engineers (USACE) and Oregon Department of State Lands (DSL) requirements. Consultant shall:

1. Obtain representative soil samples to assess hydric soil conditions and wetland hydrology.
2. Determine dominant vegetation for each cover class at these sampling locations.
3. Provide flags on site demonstrating wetland and waters feature boundaries to assist surveyors in mapping wetlands.

Consultant shall prepare a draft and final wetland delineation report in accordance with DSL standards. Consultant shall submit the draft wetland delineation report to the City for review. Consultant shall submit the final, City-reviewed report to the DSL electronically for concurrence. Consultant shall address questions from DSL during concurrence review regarding the wetland delineation report to facilitate DSL concurrence of the wetland delineation.

Assumptions:

- City will pay all review fees
- No more than three wetlands are anticipated to be delineated

Task 7.2 Joint Permit Application (Reserved)
Task 7.3 Wetland Functional Assessment (Reserved)
Task 7.4 1200-C Application Support Reserved)
Task 7.5 Historic Resources

Consultant shall prepare a Historic Resources report for the project area to document the baseline conditions relative to the presence of historic resources. Consultant shall review the State Historic Preservation Office (SHPO) Historic Sites Database and conduct an on-site survey for historic-period structures (greater than 50 years of age) adjacent to and within the Area of Potential Effect (APE) that may be affected by Project.

In addition to documenting baseline historic conditions, Consultant shall assess the Frog Pond Grange #111 to provide recommendations for Section 106 Determination of Eligibility (DOE). A DOE must include a brief physical description, history, context, significance, and map (which includes the historic boundary of the resource and any contributing features or attributes).

Consultant shall summarize DOE recommendations in the Historic Resource report and will attach completed versions of the current SHPO forms for use by USACE. The DOE summary and forms must include the following information:

- Physical description of the resource and contributing and non-contributing features, including the history and context of the resource, the design, location, setting, materials, workmanship, feeling, and association
- Significance under Criteria A through D (and criteria considerations) as called out in NR bulletin: *How to Apply the National Register Criteria for Evaluation*

- Map showing the location and orientation of the resource and its historic boundary (which may *or may not* relate to the current tax lot – see NPS Bulletin, *Defining Boundaries for NR Properties* rev. 1997)
- Current photographs of the resource, including historic photographs (if found)

Consultant shall summarize FOE recommendations in the Historic Resource report and will attach completed versions of the current SHPO forms for use by USACE. The Section 106 FOE recommendations and forms must include an assessment of the Project's potential impacts to historic resources and qualities that make the historic resources significant and why they are either eligible for listing or listed. Consultant shall include a discussion of the range of alternatives considered to avoid or minimize adverse effects.

Consultant's historic staff shall coordinate with the project design team and City to discuss available options to avoid or minimize adverse effects to listed or eligible historic resources. Consultant shall coordinate with USACE prior to submittal of historic documentation through up to two, 1 hour meetings.

Consultant shall use the most current SHPO forms. The FOE recommendations and forms must:

- Assess the Project's impacts on the historic resource including:
  - Physical destruction or damage
  - Alteration or rehabilitation
  - Removal
  - Change of setting
  - Introduction of visual, atmospheric, or audible elements
  - Neglect of a property, addition of encumbrances (including easements), or transfer or sale of ownership
- Discuss alternatives to avoid or minimize adverse effects to the resource. Apply the Criteria of Adverse Effect as found in 36 CFR § 800.5.

Consultant shall make recommendations for any additional work.

Assumptions:

- The project will have no adverse effects on historic properties and will include no coordination for mitigation
- No more than 1 property will require preparation of a DOE/FOE
- No more than two rounds of review will be required for the Historic Resources report, inclusive of all forms
- No more than 12 hours post submittal coordination will be provided to support USACE Section 106 consultation
- USACE will complete all coordination with SHPO and other consulting parties

Task 7.6 Archaeological Baseline Report

Consultant shall conduct background research which includes a review of records and reports from SHPO and from other sources, as available. Pertinent materials relating to the environmental setting, ethnographic context, and Euroamerican settlement history of the project area will also be reviewed in order to assess the potential for resources to be present within the project area that have not

been previously recorded. Consultant will also review historical maps such as General Land Office and early USGS topographic quadrangles, and review other documents to determine whether a resource is likely within the project area.

Consultant shall conduct a pedestrian field survey within the APE, including areas where ground will be disturbed by Project construction. The pedestrian survey will use transects spaced approximately 10 to 15 meters (33 to 50 feet) apart, as appropriate, to determine if archaeological resources are present on the ground surface.

The results of the background research and archaeological survey fieldwork will be documented in a draft and final report. The report will include a summary of the project description, summary of the background review, field survey, and recommendations to address the resources if resources are found. An archaeological resource form will be appended to the report, if resources are found.

Assumptions:

- No archaeological resources will be identified and therefore no documentation of archaeological resources will be needed or collected
- No permits will be required to complete this task

Task 7.7 No Effect Memorandum (Reserved)

Task 7.8 Engineering Permit Review Facilitation (Reserved)

Task 7 Deliverables

- Wetland/water boundary flagging map
- Draft & Final Wetland Delineation Report
- Draft & Final Historic Resources Report
- Draft & Final Archaeological Baseline Report

Task 8 – Waterline and Sewer Design

Consultant shall design waterline and sewer extensions. The water system extension is anticipated to include approximately 2,600 lineal feet of 12-inch ductile iron water main on the east side of SW Stafford Road, connecting to an existing 12-inch stub out just north of SW Advance/Boeckman Rd and running north to terminate at a tee or cross assembly and hydrant between Frog Pond Lane and SW Kahle Rd. Water main connections will be included along Stafford Road at SW Brisband St. and SW Frog Pond Ln.

The sewer system extension is anticipated to include approximately 2,600 lineal feet of 12-inch PVC sewer main and manholes on the west side of SW Stafford Road, connecting to an existing manhole and sewer stub just north of SW Advance/Boeckman Rd and running north to terminate in a manhole between Frog Pond Lane and SW Kahle Rd. Manholes will be placed per the City standard spacing and/or potential lateral connections to the west of Stafford.

Assumption

- A water system capacity and pipe sizing analysis is not proposed as part of this scope of work. Unless otherwise directed, it is assumed the City has verified the water system capacity and proposed water main sizing is sufficient and/or consistent with current master planning documents.
- A sewer system capacity and pipe sizing analysis is not proposed as part of this scope of work. Unless otherwise directed, it is assumed the City has verified the sewer system capacity and proposed sewer main sizing is sufficient and/or consistent with current master planning documents.

Task 8.1 – 30% Waterline and Sewer Design

Consultant shall prepare plan and profile drawings for the water main extension and sewer main extension at a scale of 1" = 20 feet with City of Wilsonville standard details incorporated into the plans or by reference. Consultant shall submit as part of Task 12.1.

Consultant shall prepare a cost estimate for work associated with this task.

Task 8 Deliverables

- Submit plan sheets, cost estimates and special provisions as described in Task 12.

Task 9 – Roadway Design

Consultant shall provide roadway design Services under this SOW for delivery of tasks and deliverables according to the agreed upon delivery schedule.

Task 9.1 – Concept Plans

Prior to developing concepts, Consultant shall establish design criteria and present in tabular format for City review/comment.

This task includes roll maps but does not include plan sheets such as detailed curb return profiles.

Consultant shall compare the cost, footprint, safety and operational efficiency for alternatives consistent with the master plan.

- Bike accommodations using protected bike lanes
- Frog Pond Lane turn restrictions
- RRFB Location at Frog Pond Lane (Up to 1 location)
- Horizontal Alignments (Up to 2 alternatives) to include consideration for:
  - The Grange including nearby trees, existing houses, and BPA tower impacts
- One RAB concept & layout at the Brisband St. intersection and the Kahle Rd. intersection.
- Evaluating suitability of reusing the existing joint utility trench along the west side of Stafford Road. Provide a recommendation if modifications are necessary for the proposed roadway improvements.
- Reconstruction of the north half of the SWAB intersection to connect improvements on SW Stafford Road. Assessment of a protected bike lane intersection at SWAB.

After engineering studies and survey have been completed, the Consultant shall prepare concept

figures (up to two alternatives) to document the preferred design concept and major project decisions, assumptions, and provide planning level cost estimates and ROW needs.

Assumptions:

- No plans sheets or memo will be prepared for this task

Deliverables

The project deliverables will include:

1. Design standards form
2. One roll map and cross-section exhibit for each typical section alternative (up to 2 total)
3. Planning level cost estimates and ROW needs

Task 9.2 – 30% Roadway Design

Consultant shall prepare 30% plans and cost estimate as described in task 12.2. Consultant shall also prepare a preliminary design memo.

Assumptions:

- 30% design will incorporate the preferred roadway alignment, typical section, and pedestrian/bike facility type identified in Task 9.1.
- No plan sheets or design will be completed for a new joint franchise utility trench. That will be captured, as necessary, at 60% design.
- Roundabout design at Brisband St. and Kahle Rd. will include geometric design to the level required to estimate impacts, including fastest path and truck turning template exhibits.
- Roadway details such as ramps, driveways, grading or concrete pavement jointing will not be developed at 30%.
- The design will be to City standards. No design exceptions are included.
- Plans sheets will be prepared for this task as shown in Task 12.
- Roundabout gateway features will be determined after 30% Design is completed, as part of the next contract amendment.

Deliverables

The project deliverables will include:

- Plan sheets, estimate, and special provisions as part of Task 12

Task 10 – Stormwater Design

Consultant shall prepare a stormwater design for the project that addresses City of Wilsonville and National Marine Fisheries Service (NMFS) Standard Local Operating Procedures for Endangered Species (SLOPES) V requirements. Stormwater design shall incorporate low impact design standards and shall be in conformance with the City of Wilsonville 2024 Stormwater Master Plan, the most current version of the City's Public Works Standards

Task 10.1 – Stormwater Concept and Alternative Analysis

Consultant shall establish a stormwater design concept that addresses City of Wilsonville, SLOPES V, and permit design criteria. Two design alternatives shall be prepared and a recommended alternative presented in the Preliminary Design Memo in Task 9.1.

The stormwater design concept shall include the following items:

1. Discussion of stormwater concept and alternatives in the Preliminary Design Memo in Task 9.1.
2. Conceptual stormwater facility locations, footprint and anticipated ROW and easement needs shown on roll map prepared in Task 9.1.
3. Conceptual storm sewer layout shown on roll map prepared in Task 9.1
4. Prepare preliminary cost estimates for construction of stormwater improvements

Assumptions:

- No plans sheets will be prepared for this task

Task 10.2 – 30% Stormwater Design

Consultant shall prepare 30% stormwater plan sheets and cost estimate as described in task 12.1.

Deliverables

The project deliverables will include:

- Plan sheets, estimate, and special provisions as part of Task 12

Task 11 – Utility Coordination & Relocation

Consultant shall identify and locate utilities within the Project limits, initiate contacts with utilities, and coordinate relocations needed for the construction of the Project. Underground utilities will be potholed to verify location, material, size, and depth. A total of 11 franchise and two City utilities have been tentatively identified within the project limits. The City utilities will be addressed as part of the project design.

Task 11.1 - Utility Relocations

Consultant shall coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the Project design.

Consultant shall schedule, attend, and document regular utility coordination meetings during design of the project. Consultant anticipates one (1) on-site utility meeting and up to one (1) Teams meeting to provide general information and updates to the utilities.

Consultant shall prepare a utility report that outlines utility contact information, a brief description of conflicts for each utility

Assumption:

- Utility notification letters, conflict letters, and relocation timing requirement letters will be included by amendment to the contract.

Task 11.2 - BPA Coordination

Consultant shall review topographic survey data and copies of all easements throughout the project to identify any potential impacts to BPA's towers and aerial easements. Consultant shall

confirm with BPA their easements and coordinate any improvements or protective measures required for the transmission towers. Consultant anticipates up to two (2) meetings with BPA to discuss or address any design requirements or protection measures.

Assumptions:

- Any encroachments to BPA easements may become a reimbursable utility requiring additional consultant effort not captured in the initial contract.
- BPA towers will not require relocation.

Any required BPA documents to construct project under transmission lines will be included by amendment to the contract.

Task 11 Deliverables

- Utility meeting notes
- Utility Report

Task 12– Final Design and Bid Documents, 30%, 60%, 90%, and 100% Plans

Once Preliminary engineering and design has been approved by the City, Final Design for the project may commence. The purpose of the final design is to prepare the final construction documents necessary to construct the required road improvements.

Task 12.1 – 30% Design Documents

Once the preliminary engineering and studies have been agreed upon by the consultant team and the City, the consultant shall prepare a preliminary set of 30% design plans and cost estimate. Plan sheets of the 30% plan set shall include:

TITLE	NO. OF SHEETS @ 30%
A Series	
Cover, Index, Legend, Notes, Site Plan, RAB Site Plan	5
B Series	
BA - Typical Sections	4
BB - Details	9
C Series	
Plan & Profile General Construction (Includes Stormwater)	7
Construction Notes	7
R Series	
Waterline Plan and Profile	5
S Series	
Sanitary Sewer Plan and Profile	5

Consultant shall administer a Bluebeam Studio Session for City 30% plan review and comment resolution. Consultant shall update comment responses and submit with the 60% construction documents.

Deliverables

The Project deliverables will include:

A. Comment log for City to provide review comments
B. 30% plan set in half-size (11”x17”) electronic (PDF) format
C. 30% Engineer’s construction cost estimate for complete corridor
D. Subtotaled construction cost estimates for each of the following project segments based on the complete corridor estimate and a taper/segment overlap factor:
    - Brisband Roundabout, including offset approaches
    - Kahle Roundabout, including offset approaches
    - SWAB Intersection
    - Stafford west side (Brisband - Frog Pond Ln)
    - Stafford west side (Church Frontage)
    - Stafford west side (Kahle - Brisband)
    - Stafford east side (Azar Frontage)
    - Stafford east side (remaining)
E. Project map depicting each project segment included in the estimate

Task 12.2 – 30% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 30% design review meeting after receipt and review of City 30% review comments. Meetings may be held virtually or at Wilsonville City Hall.

Deliverables

The Project deliverables will include:

1. Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date.
2. Project Team Meeting minutes.

Task 13 – Bidding Assistance **[RESERVED]**

Phase 2 – Construction Engineering Services

Scoped in a future amendment.

City Responsibilities

1. Provide electronic copies of City’s Current Public Works Standards, City Modifications to the ODOT Special Provisions, Storm Water Master Plan, Transportation System Plan, and Frog Pond Master Plans.
2. Provide as-built record drawings and/or electronic information (if available) for adjacent projects and other pertinent information to the Consultant upon request.
3. Obtain all rights of entry for field work.
4. Hire and coordinate with utility potholing contractor.
5. Schedule, advertise and host public open houses.
6. Providing specific City of Wilsonville project provisions.
7. Printing and distribution of bid documents.
8. Advertising Project for bidding.
9. Point of contact for bidder questions and requests for information.

10. Evaluation of bids, audits, and contract award.
11. Review and approval of Concrete and Asphalt mix design.
12. Manage right-of-way agent and appraiser for acquisitions.

EXHIBIT B-RATES

DOWL, LLC — **Stafford Road Improvements** — **June 26, 2025**

City of Wilsonville — **Fee Proposal - Original Contract** — **DOWL Job No. 2860.80413.01**

	TASK	Senior Manager V	Senior Manager II	Senior Manager V	Senior Manager II	Professional Land Surveyor XI	Engineer IX	Engineer IV	Engineer VI	Engineer III	CAD Drafter III	Engineer VII	Engineer II	Engineer II	Engineer I	Senior Manager II	Professional Land Surveyor XI	Survey Technician VII	Survey Technician VI	Survey Technician IV	Environmental Specialist IX	Environmental Specialist IV	Environmental Specialist III	Cultural Resources Specialist IV	Cultural Resources Specialist II	Survey Technician VI	CAD Drafter III	Planner X	Planner III	Landscape Architect V	Landscape Designer II	Landscape Architect IV	Engineering Technician IV	GIS Specialist	Senior CAD Drafter	Public Involvement Program Manager	Senior Proposal Manager	Project Controller	Accounting Manager	TOTAL HOURS	TOTAL DOWL $	DKS Associates	Morgan Holen Arborist	Shannon & Wilson	Akana	TASK BUDGET
	Employee:	D. Simmons	J. Jordan	R. Goodrich			M. Phillips	T. Klein	B. Wewerka	A. Hale		K. Johnson	N. Schramer			A. Silbernagel	S. Kreider	B. Doss	J. Paine	M. Meng	J. Snyfel	J. Siegel	G. Collins	A. Ramirez	A. Roshott		A. Wolford	R. Stapleton	M. Mitchell	C. Wolfe	G. Youngblood	W. Iazzetti		S. Sterling	S. Wolfer	L. Olmsted	T.Kelley	M. Yellott							
TASK 1	**PROJECT MANAGEMENT**																																													
1.1	Project Management and Coordination			100				120																														50		270	$ 63,006.75	$2,470	$0	$0	$0	$0	$65,476.75
1.2	Project Meetings			24				28				2									1																			55	$ 13,799.58	$730	$0	$0	$0	$0	$14,529.58
1.3	Quality Control	10	10	12				10													4																		10		56	$ 14,247.50	$600	$0	$0	$0	$0	$14,847.50
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
	Task Subtotal	**10**	**10**	**136**	**0**	**0**	**0**	**138**	**0**	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**5**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**60**	**0**	**381**	**$ 91,053.83**	**$3,800.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$94,853.83**
TASK 2	**SURVEYING**																																													
2.1	Horizontal and Vertical Control																4	16	16																					36	$ 5,399.70	$0	$0	$0	$0	$0	$5,399.70
2.2	Location Survey, Base Map, and Digital Terrain Model (DTM)														2	16	120	120	120																					378	$ 51,045.00	$0	$0	$0	$0	$0	$51,045.00
2.3	Horizontal Control, Monument Recovery and Retracement Survey														2	100	40	40																					182	$ 36,633.50	$0	$0	$0	$0	$0	$36,633.50
2.4	Right of Way Base Map														2	80																							82	$ 20,623.00	$0	$0	$0	$0	$0	$20,623.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
	Task Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**200**	**176**	**176**	**120**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**678**	**$ 113,701.20**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$113,701.20**
TASK 3	**PUBLIC ENGAGEMENT**																																													
				17				35																						8	32				40	10	50			192	$ 36,356.63	$1,690	$0	$0	$0	$0	$38,246.63
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
	Task Subtotal	**0**	**0**	**17**	**0**	**0**	**0**	**35**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**32**	**0**	**0**	**0**	**40**	**10**	**50**	**0**	**0**	**192**	**$ 36,356.63**	**$1,690.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$38,246.63**
TASK 4	**TREE EVALUATION**																																													
																					4																				4	$ 1,004.50	$0	$12,540	$0	$0	$0	$13,544.50
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
	Task Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**$ 1,004.50**	**$0.00**	**$12,540.00**	**$0.00**	**$0.00**	**$0.00**	**$13,544.50**
TASK 5	**GEOTECHNICAL AND HAZMAT INVESTIGATION**																																													
5.1	Geotechnical and Pavement Engineering																																								0	$ -	$0	$0	$0	$0	$0	$0.00
5.1.1	Field Explorations																																								0	$ -	$0	$0	$12,745	$0	$0	$12,745.00
5.1.2	Pavement Design Analysis																																								0	$ -	$0	$0	$8,570	$0	$0	$8,570.00
5.1.3	Pavement Design Report																																								0	$ -	$0	$0	$10,595	$0	$0	$10,595.00
5.2	Hazmat Investigation																																								0	$ -	$0	$0	$0	$0	$0	$0.00
5.2.1	Hazardous Materials Corridor Study																					4																			4	$ 676.50	$0	$0	$8,600	$0	$0	$9,276.50
5.2.2	Shoulder Material Investigation (Reserved)																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
	Task Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**$ 676.50**	**$0.00**	**$0.00**	**$40,510.00**	**$0.00**	**$0.00**	**$41,186.50**
TASK 6	**TRANSPORTATION ENGINEERING**																																													
6.1	Transportation Analysis																																							0	$ -	$17,135	$0	$0	$0	$0	$17,135.00
6.2	Traffic Signal Modification Design																																							0	$ -	$5,025	$0	$0	$0	$0	$5,025.00
6.3	Permanent Pavement Markings																																							0	$ -	$5,440	$0	$0	$0	$0	$5,440.00
6.4	Illumination Design																																							0	$ -	$9,940	$0	$0	$0	$0	$9,940.00
6.5	Enhanced Pedestrian Crossing/Roundabout RRFB Design																																							0	$ -	$1,880	$0	$0	$0	$0	$1,880.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
	Task Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$39,440.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$39,440.00**
TASK 7	**PERMITTING**																																													
7.1	Wetland Delineation Report																				18	20	78												13				2		131	$ 21,008.40	$0	$0	$0	$0	$0	$21,008.40
7.2	Joint Permit Application (Reserved)																																								0	$ -	$0	$0	$0	$0	$0	$0.00
7.3	Wetland Functional Assessment (Reserved)																																								0	$ -	$0	$0	$0	$0	$0	$0.00
7.4	1200-C Application Support (Reserved)																																								0	$ -	$0	$0	$0	$0	$0	$0.00
7.5	Historic Baseline Report																				8			174																	182	$ 21,436.75	$0	$0	$0	$0	$0	$21,436.75
7.6	Archaeological Baseline Report																				12			62												6					80	$ 14,237.25	$0	$0	$0	$0	$0	$14,237.25
7.7	No Effect Memorandum (Reserved)																																								0	$ -	$0	$0	$0	$0	$0	$0.00
7.8	Engineering Permit Review Facilitation (Reserved)																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
	Task Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**38**	**20**	**78**	**236**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**19**	**0**	**0**	**0**	**2**	**0**	**393**	**$ 66,682.40**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$66,682.40**
TASK 8	**WATERLINE AND SEWER DESIGN**																																													
8.1	30% Waterline and Sewer Design										80	60																													140	$ 24,087.50	$0	$0	$0	$0	$0	$24,087.50
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
	Task Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**80**	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**140**	**$ 24,087.50**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$24,087.50**
TASK 9	**ROADWAY DESIGN**																																													
9.1	Concept Plans						16	58					112									12					40									40					278	$ 45,149.20	$1,370	$0	$0	$0	$0	$46,319.20
9.2	30% Roadway Design						28	142					142									51					2	8							40					413	$ 69,256.18	$0	$0	$0	$0	$0	$69,256.18
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
	Task Subtotal	**0**	**0**	**0**	**0**	**0**	**44**	**200**	**0**	**0**	**0**	**0**	**254**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**0**	**0**	**0**	**0**	**91**	**0**	**0**	**2**	**8**	**0**	**0**	**0**	**80**	**0**	**0**	**0**	**0**	**691**	**$ 114,405.38**	**$1,370.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$115,575.38**
TASK 10	**STORMWATER DESIGN**																																													
10.1	Stormwater Concept and Alternative Analysis								31	130												4																			165	$ 29,227.88	$0	$0	$0	$0	$0	$29,227.88
10.2	30% Stormwater Design								11	40																	28									10					89	$ 14,385.88	$0	$0	$0	$0	$0	$14,385.88
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
	Task Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**42**	**170**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**28**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**10**	**0**	**0**	**0**	**254**	**$ 43,613.75**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$43,613.75**
TASK 11	**UTILITY COORDINATION & RELOCATION**																																													
11.1	Utility Relocations																																							0	$ -	$0	$0	$0	$9,500	$0	$9,500.00
11.2	BPA Coordination																																							0	$ -	$0	$0	$0	$3,650	$0	$3,650.00
																																							0	$ -	$0	$0	$0	$0	$0	$0.00
	Task Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$0.00**	**$0.00**	**$0.00**	**$13,150.00**	**$0.00**	**$13,150.00**
TASK 12	**FINAL DESIGN AND BID DOCUMENTS, 30%, 60%, 90%, AND 100% PLANS**																																													
12.1	30% Design Documents						8	20	2	11			32								2	4																		79	$ 13,912.23	$2,190	$0	$0	$0	$0	$16,102.23
12.2	30% Design Review Meeting			6			2	16	2	2											2																			30	$ 6,777.30	$740	$0	$0	$0	$0	$7,537.30
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
	Task Subtotal	**0**	**0**	**6**	**0**	**0**	**10**	**36**	**4**	**13**	**0**	**0**	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**109**	**$ 20,889.53**	**$2,930.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$23,639.53**
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
																																								0	$ -	$0	$0	$0	$0	$0	$0.00
	Task Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	TOTAL HOURS	**10**	**10**	**139**	**0**	**0**	**54**	**429**	**46**	**183**	**80**	**62**	**286**	**0**	**0**	**6**	**200**	**176**	**176**	**120**	**51**	**44**	**78**	**236**	**0**	**0**	**119**	**0**	**0**	**10**	**40**	**0**	**0**	**19**	**130**	**10**	**30**	**62**	**0**	**2846**							
	AVERAGE HOURLY RATES	$315.00	$260.00	$315.00	$260.00	$245.00	$250.00	$186.00	$213.00	$163.00	$125.00	$223.00	$140.00	$140.00	$120.00	$260.00	$245.00	$138.00	$130.00	$110.00	$245.00	$165.00	$140.00	$165.00	$130.00	$130.00	$125.00	$280.00	$165.00	$190.00	$115.00	$175.00	$140.00	$120.00	$165.00	$200.00	$200.00	$153.00	$185.00			Expenses	Expenses	Expenses	Expenses	Sub Expense Total	
																																								$1,808.80	$37.10	$38,741.00	$36.00		**$40,642.90**
	ESCALATED HOURLY RATES	$322.88	$266.50	$322.88	$266.50	$251.13	$256.25	$190.65	$220.38	$167.08	$128.13	$230.63	$143.50	$143.50	$123.00	$266.50	$251.13	$141.45	$133.25	$112.75	$251.13	$169.13	$143.50	$169.13	$133.25	$133.25	$128.13	$287.00	$169.13	$194.75	$117.88	$179.38	$143.50	$123.00	$169.13	$205.00	$205.00	$156.83	$189.63							
	TOTAL LABOR ESTIMATE	$3,229	$2,665	$51,337	$0	$0	$13,838	$81,789	$10,137	$30,573	$10,250	$14,299	$41,041	$0	$0	$1,599	$50,225	$24,895	$23,452	$13,530	$12,807	$7,442	$11,193	$39,914	$0	$0	$15,247	$0	$0	$1,948	$4,713	$0	$0	$2,337	$21,986	$2,050	$6,150	$9,723	$0		**$ 512,471.30**	**$49,050.00**	**$12,540.00**	**$40,510.00**	**$13,150.00**		**$627,721.30**
																																											DOWL BASE EXPENSES =					**$6,131.72**
																																											DOWL BASE LABOR COSTS =					**$512,471.30**
																																											SUBCONSULTANT 5% MARK-UP =					**$7,794.65**
																																											Total Estimated Non-Contingency Costs =					**$682,290.57**
																																											TOTAL ESTIMATED PROJECT COST (Base + Contingency) =					**$682,290.57**

% of Budget by Year

CY	0%
CY+1	100%
CY+2	0%
Ann. Esc.	2.5%
Multi.	102.50%

DKS Associates | **Stafford Road Improvements** | **June 26, 2025**

Fee Proposal - Original Contract

City of Wilsonville | **DOWL Job No. X**

	TASK	Principal In Charge	Project Manager	Project Engineer	Designer	CAD / Graphics	Transportation Planner / Modelor	Admin			TOTAL HOURS				TASK BUDGET
	Employee:														
TASK 1	**PROJECT MANAGEMENT**														
1.1	Project Management and Coordination	1	6					8			15				$2,470.00
1.2	Project Meetings	1	2								3				$730.00
1.3	Quality Control	2									2				$600.00
											0				$0.00
	Task Subtotal	**4**	**8**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**20**	**0**	**0**	**0**	**$3,800.00**
TASK 2	**SURVEYING**														
TASK 3	**PUBLIC ENGAGEMENT**														
		2	2	4							8				$1,690.00
											0				$0.00
											0				$0.00
	Task Subtotal	**2**	**2**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**$1,690.00**
TASK 4	**TREE EVALUATION**														
TASK 5	**GEOTECHNICAL AND HAZMAT INVESTIGATION**														
TASK 6	**TRANSPORTATION ENGINEERING**														
6.1	Transportation Analysis	4	20	48		5	16	1			94				$17,135.00
6.2	Traffic Signal Modification Design	1	6	14		7		1			29				$5,025.00
6.3	Permanent Pavement Markings	1	6	14		10		1			32				$5,460.00
6.4	Illumination Design	2	6	14	30	6		2			60				$9,940.00
6.5	Enhanced Pedestrian Crossing/Roundabout RRFB Design	1	1		6	3					11				$1,880.00
	Task Subtotal	**9**	**39**	**90**	**36**	**31**	**16**	**5**	**0**	**0**	**226**	**0**	**0**	**0**	**$39,440.00**
TASK 7	**PERMITTING**														
TASK 8	**WATERLINE AND SEWER DESIGN**														
TASK 9	**ROADWAY DESIGN**														
9.1	Concept Plans	1	2	2				1			6				$1,170.00
9.2	30% Roadway Design										0				$0.00
											0				$0.00
											0				$0.00
											0				$0.00
											0				$0.00
											0				$0.00
	Task Subtotal	**1**	**2**	**2**	**0**	**0**	**0**	**1**	**0**	**0**	**6**	**0**	**0**	**0**	**$1,170.00**
TASK 10	**STORMWATER DESIGN**														
10.1	Stormwater Concept and Alternative Analysis										0				$0.00
10.2	30% Stormwater Design										0				$0.00
											0				$0.00
											0				$0.00
											0				$0.00
											0				$0.00
											0				$0.00
	Task Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
TASK 11	**UTILITY COORDINATION & RELOCATION**														
11.1	Utility Relocations										0				$0.00
11.2	BPA Coordination										0				$0.00
											0				$0.00
	Task Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
TASK 12	**FINAL DESIGN AND BID DOCUMENTS, 30%, 60%, 90%, AND 100% PLANS**														
12.1	30% Design Documents	1	2	4		4		2			13				$2,190.00
12.2	30% Design Review Meeting		2	2							4				$760.00
											0				$0.00
											0				$0.00
											0				$0.00
											0				$0.00
											0				$0.00
											0				$0.00
	Task Subtotal	**1**	**4**	**6**	**0**	**4**	**0**	**2**	**0**	**0**	**17**	**0**	**0**	**0**	**$0.00**
TASK 13															
											0				$0.00
											0				$0.00
											0				$0.00
											0				$0.00
	Task Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
	TOTAL HOURS	**17**	**55**	**102**	**36**	**35**	**16**	**16**	**0**	**0**	**277**				
	AVERAGE HOURLY RATES	$300.00	$215.00	$165.00	$155.00	$145.00	$180.00	$110.00	$0.00	$0.00					
	TOTAL LABOR ESTIMATE	$5,100	$11,825	$16,830	$5,580	$5,075	$2,880	$1,760	$0	$0					**$49,050.00**
													BASE EXPENSES =		**$1,808.80**
													BASE LABOR COSTS =		**$49,050.00**

Total Estimated Non-Contingency Costs = $50,858.80

TOTAL PROJECT COSTS = $50,858.80

EXPENSES	**Rate**	**Total**	
Mileage ($0.70)	$0.70	84	$58.80
Traffic Counts	$1,750	1	$1,750.00
Totals			**$1,808.80**

Morgan Holen Arborist | **Stafford Road Improvements** | **June 26, 2025**

Fee Proposal - Original Contract

City of Wilsonville | **DOWL Job No. X**

	TASK	Arborist							TOTAL HOURS				TASK BUDGET
	Employee:	MH											
TASK 1	**PROJECT MANAGEMENT**												
TASK 2	**SURVEYING**												
TASK 3	**PUBLIC ENGAGEMENT**												
TASK 4	**TREE EVALUATION**												
		66							66				$12,540.00
									0				$0.00
									0				$0.00
									0				$0.00
	Task Subtotal	**66**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
TASK 7	**PERMITTING**												
TASK 8	**WATERLINE AND SEWER DESIGN**												
TASK 9	**ROADWAY DESIGN**												
TASK 10	**STORMWATER DESIGN**												
TASK 11	**UTILITY COORDINATION & RELOCATION**												
TASK 12	**FINAL DESIGN AND BID DOCUMENTS, 30%, 60%, 90%, AND 100% PLANS**												
TASK 13													
TASK 14													
	TOTAL HOURS	**66**	**0**	**0**	**0**	**0**	**0**	**0**	**0**				
	AVERAGE HOURLY RATES	$190.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00					
	TOTAL LABOR ESTIMATE	$12,540	$0	$0	$0	$0	$0	$0					**$12,540.00**
											BASE EXPENSES =		**$37.10**
											BASE LABOR COSTS =		**$12,540.00**

Total Estimated Non-Contingency Costs =	**$12,577.10**
TOTAL PROJECT COSTS =	**$12,577.10**

EXPENSES	**Rate**	**Total**	
Mileage ($0.70)	$0.70	53	
Totals	**$0.70**	**$53.00**	**$37.10**

Shannon & Wilson | **Stafford Road Improvements** | **June 26, 2025**

Fee Proposal - Original Contract

City of Wilsonville | **DOWL Job No. X**

	TASK	VP	Sr. Assoc.	Assoc.	Sr. Prof. III	Sr. Prof. II	Sr. Prof. I	Prof. IV	Prof. III	Prof. II	Sr. Office Srvcs	Office Srvcs IV	Office Srvcs III	Office Srvcs II		TOTAL HOURS				TASK BUDGET
	Employee:																			
TASK 1	**PROJECT MANAGEMENT**																			
TASK 2	**SURVEYING**																			
TASK 3	**PUBLIC ENGAGEMENT**																			
TASK 4	**TREE EVALUATION**																			
TASK 5	**GEOTECHNICAL AND HAZMAT INVESTIGATION**																			
5.1	Geotechnical and Pavement Engineering															0				$0.00
5.1.1	Field Explorations		1	8		16		42	10							77				$12,745.00
5.1.2	Pavement Design Analysis		2	2	4			36	10							54				$8,570.00
5.1.3	Pavement Design Report		1	8	4	6		22	20				4			65				$10,595.00
5.2	Hazmat Investigation															0				$0.00
5.2.1	Hazardous Materials Corridor Study	3				34		6					4			47				$8,600.00
5.2.2	Shoulder Material Investigation (Reserved)																			$0.00
																0				$0.00
	Task Subtotal	**3**	**4**	**18**	**8**	**56**	**0**	**106**	**40**	**0**	**0**	**0**	**8**	**0**	**0**	**243**	**0**	**0**	**0**	**$40,510.00**
TASK 6	**TRANSPORTATION ENGINEERING**																			
TASK 7	**PERMITTING**																			
TASK 8	**WATERLINE AND SEWER DESIGN**																			
TASK 9	**ROADWAY DESIGN**																			
TASK 10	**STORMWATER DESIGN**																			
TASK 11	**UTILITY COORDINATION & RELOCATION**																			
TASK 12	**FINAL DESIGN AND BID DOCUMENTS, 30%, 60%, 90%, AND 100% PLANS**																			
TASK 13																				
	TOTAL HOURS	**3**	**4**	**18**	**8**	**56**	**0**	**106**	**40**	**0**	**0**	**0**	**8**	**0**	**0**	**243**				
	AVERAGE HOURLY RATES	$310.00	$245.00	$230.00	$205.00	$185.00	$170.00	$150.00	$140.00	$125.00	$150.00	$130.00	$120.00	$110.00	$0.00					
	TOTAL LABOR ESTIMATE	$930	$980	$4,140	$1,640	$10,360	$0	$15,900	$5,600	$0	$0	$0	$960	$0	$0					**$40,510.00**

BASE EXPENSES =			**$38,741.00**
BASE LABOR COSTS =			**$40,510.00**
Total Estimated Non-Contingency Costs =			**$79,251.00**
TOTAL PROJECT COSTS =			**$79,251.00**

Expense		**Fee**	
Travel: Vehicles & Per Diem		$14.00	
		$20,232.00	
		$8,577.00	
		$8,208.00	
Laboratory Testing		$1,710.00	
Totals	**$0.00**	**$38,741.00**	**$38,741.00**

Akana | **Stafford Road Improvements** | **June 26, 2025**

Fee Proposal - Original Contract

City of Wilsonville | **DOWL Job No. X**

	TASK	Engineer IV	Project Coordinator	Contract Administrator		TOTAL HOURS				TASK BUDGET
	Employee:									
TASK 1	**PROJECT MANAGEMENT**									
TASK 2	**SURVEYING**									
TASK 3	**PUBLIC ENGAGEMENT**									
TASK 4	**TREE EVALUATION**									
TASK 5	**GEOTECHNICAL AND HAZMAT INVESTIGATION**									
TASK 6	**TRANSPORTATION ENGINEERING**									
TASK 7	**PERMITTING**									
TASK 8	**WATERLINE AND SEWER DESIGN**									
TASK 9	**ROADWAY DESIGN**									
TASK 10	**STORMWATER DESIGN**									
TASK 11	**UTILITY COORDINATION & RELOCATION**									
11.1	Utility Relocations	40	4	2		46				$9,500.00
11.2	BPA Coordination	16	1			17				$3,650.00
						0				$0.00
	Task Subtotal	**56**	**5**	**2**	**0**	**63**	**0**	**0**	**0**	**$13,150.00**
TASK 12	**FINAL DESIGN AND BID DOCUMENTS, 30%, 60%, 90%, AND 100% PLANS**									
TASK 13										
	TOTAL HOURS	**56**	**5**	**2**	**0**	**63**				
	AVERAGE HOURLY RATES	$220.00	$130.00	$90.00	$0.00					
	TOTAL LABOR ESTIMATE	$12,320	$650	$180	$0					**$13,150.00**
										$56.00
										$13,150.00

	$13,206.00
TOTAL PROJECT COSTS =	**$13,206.00**

	Task	Fee	
	11.1	$56	
Totals		**$56.00**	**$56.00**

Task	DOWL EXPENSES	Rate	Each	
2.3	Title reports	$250.00	12	$3,000.00
2.3	Clackamas County Survey Filing Fee (4 pages)	$500.00	1	$500.00
7.1	Mileage (2 trips @ 16 miles RT)	$0.70	32	$22.40
7.2	Mileage (1 trip @ 16 miles RT)	$0.70	16	$11.20
7.5	Lodging	$136.00	2	$272.00
7.5	Per Diem	$80.00	3	$240.00
7.5	Round trip airfare	$600.00	1	$600.00
				$0.00
				$0.00
7.6	Mileage (580 miles RT)	$0.70	580	$406.00
7.6	Per Diem	$80.00	1	$80.00
1.3 and 3	PM / Meeting mileage	$0.70	450	$315.00
3	Simple Texting platform for IPL distribution (monthly fee)	$20.00	9	$180.00
2.1	Mileage (65.6 miles RT)	$0.70	66	$45.92
2.2	Mileage (492 miles RT)	$0.70	492	$344.40
2.3	Mileage (164 miles RT)	$0.70	164	$114.80
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
	Totals			**$6,131.72**

Personnel Classification	
Accounting Manager	$185.00
Accounting Technician	$107.00
Administrative Assistant	$85.00
Administrative Manager	$120.00
Biologist I	$125.00
Biologist II	$135.00
Biologist III	$145.00
Biologist IV	$155.00
Biologist V	$205.00
CAD Drafter I	$100.00
CAD Drafter II	$115.00
CAD Drafter III	$125.00
CAD Drafter IV	$135.00
CAD Drafter V	$145.00
Senior CAD Drafter	$165.00
Civil and Transportation Designer	$135.00
Senior Civil and Transportation Designer	$170.00
Contract Administrator I	$160.00
Contract Administrator II	$185.00
Crew Chief I	$114.74
Crew Chief II	$126.82
Crew Chief III	$132.86
Crew Chief IV	$144.94
Crew Chief V	$157.01
Cultural Resources Specialist I	$115.00
Cultural Resources Specialist II	$130.00
Cultural Resources Specialist III	$141.00
Cultural Resources Specialist IV	$165.00
Cultural Resources Specialist V	$195.00
Document Production Supervisor	$145.00
Engineer I	$120.00
Engineer II	$140.00
Engineer III	$163.00
Engineer IV	$186.00
Engineer V	$197.00
Engineer VI	$215.00
Engineer VII	$225.00
Engineer VIII	$232.00
Engineer IX	$250.00
Engineer X	$265.00
Engineering Technician I	$105.00
Engineering Technician II	$115.00
Engineering Tecnician III	$125.00
Engineering Technician IV	$140.00
Engineering Technician V	$158.00
Engineering Technician VI	$175.00
Environmental Specialist I	$115.00
Environmental Specialist II	$130.00
Environmental Specialist III	$140.00
Environmental Specialist IV	$165.00
Environmental Specialist V	$180.00
Environmental Specialist VI	$195.00
Environmental Specialist VII	$210.00
Environmental Specialist VIII	$225.00
Environmental Specialist IX	$245.00
Environmental Specialist X	$265.00
Field Project Representative I	$125.00
Field Project Representative II	$136.00
Field Project Representative III	$170.00
Field Project Representative IV	$185.00
Geologist I	$125.00
Geologist II	$140.00
Geologist III	$150.00
Geologist IV	$170.00
Geologist V	$195.00
GIS Manager	$180.00
GIS Coordinator	$170.00
GIS Specialist	$120.00
GIS Technician	$100.00
Graphics Designer	$145.00
Intern I	$85.00
Intern II	$100.00
Laboratory Manager	$120.00
Laboratory Supervisor	$110.00
Landscape Architect I	$125.00
Landscape Architect II	$140.00
Landscape Architect III	$160.00
Landscape Architect IV	$175.00
Landscape Architect V	$190.00

Personnel Classification	
Landscape Architect VI	$200.00
Landscape Architect VII	$210.00
Landscape Designer I	$95.00
Landscape Designer II	$115.00
Lead Materials Technician	$110.00
Marketing Assistant	$100.00
Marketing Coordinator	$165.00
Marketing & Administrative Manager	$220.00
Materials Manager	$125.00
Materials Technician	$85.00
Materials Technician II	$95.00
Planner I	$115.00
Planner II	$135.00
Planner III	$165.00
Planner IV	$180.00
Planner V	$190.00
Planner VI	$200.00
Planner VII	$210.00
Planner VIII	$225.00
Planner IX	$240.00
Planner X	$280.00
Planning Technician	$110.00
Professional Land Surveyor I	$115.00
Professional Land Surveyor II	$125.00
Professional Land Surveyor III	$135.00
Professional Land Surveyor IV	$145.00
Professional Land Surveyor V	$155.00
Professional Land Surveyor VI	$165.00
Professional Land Surveyor VII	$175.00
Professional Land Surveyor VIII	$185.00
Professional Land Surveyor IX	$205.00
Professional Land Surveyor X	$220.00
Professional Land Surveyor XI	$245.00
Project Administrator	$125.00
Project Assistant I	$110.00
Project Assistant II	$125.00
Project Controller	$153.00
Senior Project Controller	$185.00
Project Manager I	$155.00
Project Manager II	$170.00
Project Manager III	$185.00
Project Manager IV	$195.00
Project Manager V	$220.00
Project Manager VI	$135.00
Project Manager VII	$250.00
Proposal Manager	$135.00
Senior Proposal Manager	$200.00
Public Involvement Assistant	$105.00
Public Involvement Coordinator	$140.00
Public Involbement Planner	$130.00
Public Involvement Program Manager	$200.00
Real Estate Services Manager	$180.00
Right of Way Agent I	$120.00
Right of Way Agent II	$135.00
Right of Way Agent III	$150.00
Right of Way Agent IV	$165.00
Right of Way Agent V	$180.00
Right of Way Agent VI	$215.00
Right of Way Assistant	$110.00
Risk Manager	$200.00
Senior Manager I	$240.00
Senior Manager II	$260.00
Senior Manager III	$270.00
Senior Manager IV	$305.00
Senior Manager V	$315.00
Senior Manager VI	$335.00
Survey Technician -- Supervisor	$146.00
Survey Technician I	$76.00
Survey Technician II	$86.00
Survey Technician III	$98.00
Survey Technician IV	$110.00
Survey Technician V	$120.00
Survey Technician VI	$130.00
Survey Technician VII	$138.00
Survey Technician VIII	$155.00
Survey Technician IX	$170.00
Senior Graphic Designer	$165.00
Systems Administrator	$150.00
Technical Coordinator	$175.00
Senior Materials Technician	$115.00
Corporate Development Manager	$225.00

CITY COUNCIL MEETING
STAFF REPORT

Meeting Date: July 21, 2025	**Subject: Resolution No. 3204** Authorizing the City Manager to execute a construction contract with Garland/DBS, Inc. to provide services for the Water Treatment Plant Re-Roofing Project. **Staff Member:** Delora Kerber/Martin Montalvo **Department:** Public Works
Action Required	**Advisory Board/Commission Recommendation**
☒ Motion ☐ Public Hearing Date: ☐ Ordinance 1st Reading Date: ☐ Ordinance 2nd Reading Date: ☒ Resolution ☐ Information or Direction ☐ Information Only ☐ Council Direction ☒ Consent Agenda	☐ Approval ☐ Denial ☐ None Forwarded ☒ 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:	
☐Council Goals/Priorities:	☐Adopted Master Plan(s): ☒Not Applicable

ISSUE BEFORE COUNCIL:

City of Wilsonville Resolution approving the public bid process, and awarding a construction contract to Garland/DBS, Inc. in the amount of $701,583 for services for Willamette River Water Treatment Plant Re-Roofing Project.

EXECUTIVE SUMMARY:
The Willamette River Water Treatment Plant started operations in 2002. Construction of the facility occurred over the previous two years thus the roofs at the plant are almost 25 years old. Though maintenance and spot repairs have been completed, the originals roofs are showing significant wear and need to be re-roofed.

To complete this work the City pursued a joint cooperative procurement as allowed by ORS 279A.205.

The City as a member of the OMNIA (U.S. Communities) national purchasing cooperative selected Garland/DBS, Inc. who was awarded the OMNIA national cooperative contract for Roofing Supplies and Services, Waterproofing, and Related Products and Services contract as the contractor for this work. Under the master procurement contract, Garland/DBS provides all materials, a project manager and subcontracts the installation of the roofs with pre-approved local installers.

The project bid had three options: Base bid including roofs for the administration, ozone generator, centrifuge; actiflo, washwater, sludge, and Granulated Activated Carbon (GAC) buildings; Alternate #1 bid for the chemical building roof; and Alternate #2 which includes two shelter area roofs.

Currently, we are only pursuing the Base bid and Alternate #2 work. It was determined it would be beneficial to delay work related to Alternate #1, roof over the chemical building, to be completed with future work in that building.

Under the Master Intergovernmental Cooperative Purchasing Agreement, the maximum price of the Base bid is $697,390.

However, the project was bid on by several local roofing contractors resulting in a proposed price for the Base bid of $644,284.

Alternate bid #2 for two shelter areas is $57,299 for a total project cost $701,583.

EXPECTED RESULTS:
This re-roofing will preserve water plant assets and extend the useful life of water plant roofs.

TIMELINE:
Project is expected to start in mid-August 2025 and completed within eight (8) weeks.

CURRENT YEAR BUDGET IMPACTS:
The fiscal year (FY) 2024-25 budget included $580,000 for this project that will be moved forward to FY 25-26 budget. An additional $155,000 will be requested from FY 25-26 to implement this project including contingencies for unforeseen site conditions and permitting and the requested budget amendment will be presented to Council at a future meeting.

COMMUNITY INVOLVEMENT PROCESS:
N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:
This project will extend the lifespan of the water treatment plant roofs and reduce the need for future repairs.

ALTERNATIVES:
Reject the contract with Garland/DBS Inc. and re-bid services related to re-roofing of water treatment plant buildings.

CITY MANAGER COMMENT:
N/A

ATTACHMENTS:

1. Resolution No. 3204
    A. Construction Contract for Water Treatment Plant Re-Roofing Project
        i. Roofing Material and Services Proposal #: 25-OR-250646
        ii. Wilsonville Water Treatment Specifications
        iii. Site Map

RESOLUTION NO. 3204

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH GARLAND/DBS, INC. TO PROVIDE SERVICES FOR WATER TREATMENT PLANT RE-ROOFING PROJECT.

WHEREAS, the City has planned and budgeted for re-roofing of several buildings at the Willamette River Water Treatment Plant (WRWTP); and

WHEREAS, ORS 279A.205 allows a contracting agency to participate in a joint cooperative procurement for the procurement of any goods, services or public improvement; and

WHEREAS, the City of Wilsonville is a member of the OMNIA Partners cooperative purchasing program; and

WHEREAS, as an OMNIA Partner, Racine County, Wisconsin issued Invitation for Bid (IFB) #PW1925 on August 7, 2019, to establish a national cooperative contract for Roofing Supplies and Services, Waterproofing, and Related Products and Services contract; and

WHEREAS, Garland/DBS, Inc. was the lowest responsive, responsible, and qualified bidder based on requirements issued in IFB#PW1925 resulting in a contract being awarded to Garland/DBS, Inc. that is in effect until October 14, 2029; and

WHEREAS, the City desires to proceed with work related to the Base Bid and Add Alternative #2 bid as described in Garland/DBS, Inc.'s Roofing Material and Services Proposal #:25-OR-250646;

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules.

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with Garland/DBS, Inc. for a stated value of $701,583 in substantially the form as attached hereto as Exhibit A.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 21st day of July, 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 Cunningham

Councilor Dunwell

Councilor Shevlin

EXHIBITS:

A. Construction Contract for Water Plant Re-Roofing Project
    i. Roofing Material and Services Proposal #: 25-OR-250646
    ii. Wilsonville Water Treatment Specifications
    iii. Site Map

CITY OF WILSONVILLE
COOPERATIVE PROCUREMENT
CONSTRUCTION CONTRACT

This Cooperative Procurement Construction Contract ("Contract") for the Water Treatment Plant Reroofing Project ("Project") is made and entered into on _____ ("Effective Date") by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the "City"), and **Garland/DBS, Inc.**, a Delaware corporation (hereinafter referred to as "Contractor").

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional "Contract Documents", and any and all terms and conditions set forth in such Contract Documents: OMNIA Partners Invitation for Bid #PW1925, dated August 7, 2019; Contractor's Bid submitted in response thereto; the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) between Contractor and Racine County, WI, dated September 27, 2019, and all attachments and/or amendments thereto; Contractor's Proposal #25-OR-250646, dated July 1, 2025; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder ("Work") is completed and accepted, or no later than December 31, 2025, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. All Work must be at Final Completion by no later than December 31, 2025. See **Section 22** for the definition of Final Completion.

Section 3. Contractor's Work

3.1. Contractor shall diligently perform the Work as more particularly described in the Scope of Work attached hereto as **Exhibit A** and incorporated by reference herein, and in the other Contract Documents for the Project.

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

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

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

Section 4. Contract Sum, Retainage, and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor the not-to-exceed amount of SEVEN HUNDRED ONE THOUSAND FIVE HUNDRED EIGHTY-THREE DOLLARS ($701,583), based on the unit pricing described in **Exhibit A** and in the Contract Documents, for performance of the Work ("Contract Sum"). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Unit Prices are as more particularly described in the Contract Documents.

4.2. During the course of Contractor's performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services that are beyond the Scope of Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 24**.

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

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 otherwise provided for in the Contract Documents.

4.5. Contractor's unit prices and Contract Sum 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 all other 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).

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

Section 5. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Oregon Bureau of Labor and Industries (BOLI), entitled "Prevailing Wage Rates for Public Works Contracts," effective July 5, 2025, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. If applicable, Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If applicable, Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 6. Filing of Certified Statement

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

Section 7. Reports to Department of Revenue

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

Section 8. City's Rights and Responsibilities

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

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

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

8.4. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized hereby shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is

determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

8.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 21**.

Section 9. City's Project Manager

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

Section 10. Contractor's Project Manager

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

Section 11. Project Information

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

Section 12. Duty to Inform

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

Section 13. Subcontractors and Assignments

13.1. Contractor shall not subcontract with others for any of the Work prescribed herein, assign this Contract, or assign any of Contractor'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.

Any attempted assignment of this Contract without the written consent of the City will be void. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. The City hereby approves any subcontractors identified in the Contract Documents. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

13.2. Contractor shall defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor's subcontractors also comply with and be subject to the provisions of **Section 14**, below, and meet the same insurance requirements of Contractor under this Contract.

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

Section 14. Contractor's Responsibilities

In addition to the obligations and responsibilities set forth in ORS 279C or any of the Contract Documents, Contractor agrees to the following terms and conditions:

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

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

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

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

14.5. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

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

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

Contract. Contractor shall require each subcontractor providing labor for the Project to also comply with this drug testing program requirement.

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

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

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

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

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

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

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

14.15. Contractor and all subcontractors shall comply with the provisions of ORS 279C.540 pertaining to maximum hours, holidays, and overtime. With certain exceptions listed below,

Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

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

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

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

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

14.17. For personal/professional service contracts, as designated under ORS 279A.055, instead of 14.15.1, 14.15.2, and 14.15.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

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

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

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

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

14.22. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws, municipal codes, regulations, rules, and ordinances, including but not limited to those dealing with public contracts (ORS Chapter 279C) and with the prevention of

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

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

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

14.25. Contractor must maintain and provide proof of a statutory public works bond throughout the term of this Contract.

Section 15. Subcontractor Requirements

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

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

15.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 15.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

15.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 15.1.1 and 15.1.2** above, in each

of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

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

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

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

Section 16. Environmental Laws

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

FEDERAL AGENCIES:	Agriculture, Department of
Forest Service	Soil Conservation Service
Defense, Department of	Army Corps of Engineers
Environmental Protection Agency	Interior, Department of
Bureau of Sport Fisheries and Wildlife	Bureau of Outdoor Recreation
Bureau of Land Management	Bureau of Indian Affairs
Bureau of Reclamation	Labor, Department of
Occupational Safety and Health Administration	Transportation, Department of
Coast Guard	Federal Highway Administration
STATE AGENCIES:	Agriculture, Department of
Environmental Quality, Department of	Fish and Wildlife, Department of
Forestry, Department of	Geology and Mineral Industries, Department of
Human Resources, Department of	Land Conservation and Development Commission
Soil and Water Conservation Commission	National Marine Fisheries Service (NMFS)
State Land Board	State Engineer
	Water Resources Board
LOCAL AGENCIES:	City Council
County Courts	County Commissioners, Board of
Port Districts	Metropolitan Service Districts
County Service Districts	Sanitary Districts
Water Districts	Fire Protection Districts

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

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

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

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

Section 17. Indemnity

17.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, or as subsequently amended, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 17.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Contractor 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 Contractor.

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

Section 18. Insurance

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

policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

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

18.1.2. Professional Errors and Omissions Coverage. Contractor 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. Contractor shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Contractor. Such policy shall have a retroactive date effective before the commencement of any work by Contractor on the Work covered by this Contract, and coverage will remain in force for a period of at least three (3) years after termination of this Contract.

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

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

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

18.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages. Additional Insured coverage under Contractor's Commercial General Liability,

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

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

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

Section 19. Bonding Requirements

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

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

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

Section 20. Warranty

Warranties are as set forth in the City of Wilsonville Special Provisions of the Contract Documents.

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

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

Section 21. Early Termination; Default

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

21.1.1. By mutual written consent of the parties;

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

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

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

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

21.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 27**, for which Contractor has received payment or the City has made payment.

Section 22. Final Completion and Liquidated Damages

22.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is complete, and create a project corrections list ("punch list") of any remaining items to be completed before the Final Completion date of December 31, 2025. All punch list items must be fully addressed and corrected on or before the Final Completion date.

22.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if all Work is not fully completed by December 31, 2025, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount of One Thousand Three Hundred Fifty-Two Dollars ($1,352) per day for each and every day that expires after December 31, 2025. Retainage will not be released before Final Completion is established.

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

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

Section 23. Suspension of Work

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

Section 24. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 4** of this Contract, or changes or modifies the Scope of Work or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Contract, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

Section 25. Dispute Resolution

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

Section 26. Access to Records

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

Section 27. Property of the City

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

Section 28. Notices

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

To City: City of Wilsonville
Attn: Delora Kerber, Public Works Director
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: Garland/DBS, Inc.
Attn: Travis Cox
3800 East 91st Street
Cleveland, OH 44105

Section 29. Miscellaneous Provisions

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

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

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

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

to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract. Permits are excluded per **Exhibit A**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following page]

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

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

CONTRACTOR:

GARLAND/DBS, INC.

By:_____

Name:_____

As Its:_____

EIN/Tax I.D. No. _____

CITY:

CITY OF WILSONVILLE

By:_____

Name:_____

As Its:_____

APPROVED AS TO FORM:

_____

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

EXHIBIT A
SCOPE OF WORK

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

City of Wilsonville
Water Treatment Facility
10350 SW Arrow Creek Ln
Wilsonville, OR 97070

Date Submitted: 7/01/2025
Proposal #: 25-OR-250646
MICPA # PW1925
Oregon General Contractor License #: 192939

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

1. Remove existing counter flashing metal, drip edge, coping cap, and all accessory metal and properly dispose of.
2. Cut out and remove existing all vertical flashings and properly dispose of. Relief cut the membrane into a 10'x10' grid pattern.
3. Pending thermal scan results and where applicable replace wet insulation/cover board with like kind.
4. Application rates and details for installation of roofing system to be installed per Garland standard details.
5. Remove existing scuppers/drains/gutters and replace them with new scuppers/lead drain inserts. Reuse existing collection boxes and downspouts.
6. Furnish and mechanically attach primed 1⁄2' densdeck coverboard in accordance with wind-up lift calculations.
7. Install HPR Torchbase in the field of the roof using torch applied methods.
8. Install Stressply IV Plus Mineral using torch applied methods.
9. Install SA Base IV on all base flashings. Install ply of Stressply IV Plus Mineral directly over SA Base IV.
10. Install new wall skirt metal along all base flashings, including the perimeter and penetrations, to extend to the CANT strip
11. Furnish and install new R-Mer edge pre-mfg. coping cap assembly.
12. Contractor to furnish and install pre-engineered CB-12 anchors (6).

13. Contractor to remove the clean and prepare the existing gas-line. Furnish and paint the gas line safety yellow.
14. Remove all debris, material, equipment, and related materials leaving the job in a clean and orderly fashion.

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.09	Tear-off & Dispose of Debris: SYSTEM TYPE Single-Ply W/ Insulation - Metal Deck	$ 2.99	15,000	SF	$ 44,887.50
4.03	Insulation Recovery Board & Insulations Options: RECOVERY BOARD TYPE 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Metal Deck	$ 1.54	15,000	SF	$ 23,152.50
12.03.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply of Torch Base Sheet Installed with Torch Application: BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 210 lbf/in tensile	$ 5.79	15,000	SF	$ 86,782.50
12.11.01	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply of Mineral Surfaced, Torch-Applied Cap Sheet Installed with Torch Application: ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum 300 lbf/in tensile Torch-Applied Membrane	$ 10.40	15,000	SF	$ 155,925.00
20.02.01	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: Torch Applied Flashings - Minimum 1 Ply of Torch Base and Torch Mineral Cap Sheet; Torch Applied FLASHING OPTION: BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Torch Applied Flashing Ply - 80 lbf/inch tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 300 lbf/in Tensile Torch Applied Membrane	$ 28.53	1,500	SF	$ 42,795.00
	Metal Stretch Out: Edge metal 050 Aluminum	$ 69.62	1,500	LF	$ 104,430.00
1.08.01	Roof Management, Design Assistant and/or Professional Services: Infrared Moisture Scanning: Non destructive infrared roof scan, up to 20 000 SF	$ 2,047.50	1	EA	$ 2,047.50
	Sub Total Prior to Multipliers				**$ 460,020.00**

22.21	MULTIPLIER - ROOF SIZE IS GREATER THAN 10,000 SF, BUT LESS THAN 20,000 SF Multiplier is applied when Roof Size is greater than 10,000 SF, but less than 20,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across more of an average roof area resulting in fixed costs being a slightly larger portion of the overall job costs	10	460,020.00	%	$ 46,002.00
22.03	MULTIPLIER - MULTIPLE MATERIAL STAGINGS Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.	25	460,020.00	%	$ 115,005.00
	Prevailing Wage Multiplier Clackamas County	16.60%	460,020.00		$ 76,363.32
	Total After Multipliers				**$ 697,390.32**

Base Bid Total Maximum Price of Line Items under the MICPA:	**$ 697,390**
Proposal Price Based Upon Market Experience: Base Bid	**$ 644,284**

Garland/DBS Price Based Upon Local Market Competition:

Tecta	**$**	**644,284**
McDonald Wettle	$	710,340
Arrow Roofing	$	719,511

Proposal Price Based Upon Market Experience: Add Alt #1	**$ 181,145**

Garland/DBS Price Based Upon Local Market Competition:

Tecta	**$**	**181,145**

Proposal Price Based Upon Market Experience: Add Alt #2	**$ 57,299**

Garland/DBS Price Based Upon Local Market Competition:

Tecta	**$**	**57,299**

Contractor Name - Unforeseen Site Conditions:

Wet-insulation replacement	$	9.28	per Sq Ft.

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Clarifications/Exclusions:

1. Permits are excluded. If permits are required this will be addressed via change order.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is included to which it obtains to the scope of work.
4. Interior Temporary protection is excluded.
5. Prevailing Wages are included.
6. Any work not exclusively described in the above proposal scope of work is excluded.

SECTION 07 20 00

MODIFIED BITUMINIOUS MEMBRANE RE-ROOFING PROCEDURES

1. GENERAL

1.1 SUMMARY

A. Section includes removal of existing roofing base flashing system in preparation for new roof system.

B. Remove the including the vertical base flashings.

C. Cut the existing field of the membrane in a 10’x10’ grid pattern.

D. Remove existing counter flashing, coping cap, pipe boots, and similar penetration flashings.

E. Removal of the wet insulation and coverboard.

1.2 SYSTEM DESCRIPTION

A. Roof Areas as Indicate: Remove all vertical base flashings and properly dispose of.

B. Remove roof mounted equipment as required to install new roof, membrane and curbs.

1.3 RELATED SECTIONS

A. Division 7 Section “Modified Bituminous Membrane Roofing – Torch Applied”.

B. Division 7 Section “Roof Insulation”.

C. Division 7 Section “Sheet Metal Flashing and Trim”.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with industry standards.

1.5 QUALIFICATIONS

A. Materials Removal Firm: Company specializing in performing Work of this section with minimum three years documented experience.

1.6 PRE-INSTALLATION MEETINGS

A. Convene a minimum two weeks prior to commencing work of this section.

1.7 ENVIRONMENTAL REQUIREMENTS –

A. Do not remove existing roofing membrane when weather conditions threaten integrity of building contents or intended continued occupancy.

B. Maintain continuous temporary protection prior to and during installation of new roofing system to keep building weather tight.

1.8 SCHEDULING

A. Schedule Work to coincide with commencement of installation of new roofing system.

1.9 COORDINATION

A. Remove only existing roofing materials being replaced with new materials, as weather will permit.

B. Coordinate Work with other affected mechanical and electrical work associated with roof penetrations.

2. PRODUCTS

2.1 COMPONENTS

A. Temporary Protection: Sheet polyethylene or fiber reinforced plastic; furnish weights to retain sheeting in position.

3. EXECUTION

3.1 EXAMINATION

A. Verify existing roof surface is clear and ready for work of this section.

B. Perform pullout testing on roof decks as necessary.

3.2 PREPARATION

A. Remove vertical base flashings and properly dispose of.

B. Relief cut the roof in a 10’x10’ grid pattern.

C. Sweep roof surface clean of loose matter.

D. Remove loose refuse and dispose off site in a manner compliant with all local, state and federal laws / regulations for waste disposal.

E. Ensure existing substrate is sloped, and/or level and plumb, as per the project documents prior to the laying of new insulation.

3.3 EXISTING CONSTRUCTION

A. Remove metal counter flashings.

B. Remove existing roofing system(s) components, perimeter base flashings, flashings around roof protrusions, metal edge systems, coping cap systems, pitch pans and pockets, insulation vents, and leaders as necessary

C. Remove inadequate or damaged curbing.

D. Sweep exposed roof surface clean of loose matter.

E. Remove loose refuse and dispose off site in a manner compliant with all local, state, and federal laws/regulations for waste disposal.

F. Remove and dispose of all metal flashings and coping cap.

3.4 PROTECTION OF INSTALLED CONSTRUCTION

A. Install temporary protective sheeting over uncovered deck surfaces.

B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights.

C. Provide for surface drainage from sheeting to existing and new drainage facilities.

D. Do not permit traffic over unprotected or repaired deck surface.

END OF SECTION 07 20 00

SECTION 07 22 00 - ROOF INSULATION

PART 1 - GENERAL

1.1 SUMMARY:

A. This section includes information for the installation of the flat and tapered polyisocyanurate insulation system, and roof recovery board, over the properly installed and prepared membrane substrate section for the Modified Bituminous Membrane Roof System. Backfill wet insulation and coverboard with like-kind.

B. Install tapered crickets/saddles at all roof top equipment and between scuppers and drains where necessary. Install crickets or extend existing crickets where positive drainage is not achieved.

C. Install new ½" densdeck prime recovery board directly over the existing assembly using mechanical fasteners.

3.5

1.2 RELATED SECTIONS

A. Division 07 20 00 "Modified Bituminous Membrane Re-Roofing Procedures"
B. Division 07 55 00 "Modified Bituminous Membrane Roofing – Torch Applied"
C. Division 07 60 00 "Sheet Metal Flashing and Trim".

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. ASTM C-1289, Specification for Faced Rigid Polyisocyanurate Thermal Insulation
   2. ASTM D-312-00, Specification for Asphalt Used in Roofing.
   3. ASTM D-1863, Specification for Mineral Aggregate Used on Built-Up Roofs.
   4. ASTM D-2178, Standard Specification for Asphalt Glass Felts used in Roofing and Waterproofing.
   5. ASTM D-4601, Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
   6. ASTM D-5147, Sampling and Testing Modified Bituminous Sheet Material.
   7. ASTM E108-00, Test Methods for Fire Test of Roof Coverings.

B. Cast Iron Soil Pipe Institute, Washington, D.C. (CISPI)

C. Factory Mutual Research (FM):
   1. Roof Assembly Classifications.

D. National Roofing Contractors Association (NRCA):
   1. Roofing and Waterproofing Manual.

E. Underwriters Laboratories, Inc. (UL):
   1. Fire Hazard Classifications.

F. Warnock Hersey (WH):
   1. Fire Hazard Classifications.

G. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)

H. Steel Deck Institute, St. Louis, Missouri (SDI)

I. Southern Pine Inspection Bureau, Pensacola, Florida (SPIB)

J. Insulation Board, Polyisocyanurate (FS HH-I-1972)

K. Insulation Board, Thermal (Fiberboard) (FS LLL-1-535B)

1.4 QUALITY ASSURANCE

A. Certify that roof system furnished is approved by an approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.

B. Pre-installation Meeting: Refer to Division 7 Section Modified Bituminous Membrane Roofing specifications for pre-installation meeting requirements.

1.5 DELIVERY, STORAGE AND HANDLING

A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

B. Store all insulation materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any insulation that has been exposed to any moisture shall be removed from the project site.

C. Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).

D. In accordance with the manufacturer’s recommendations, immediately remove the plastic wrapping on the recovery boards and cover with a watertight, ventilated enclosure (i.e. tarpaulins). Prevent the formation of condensation on the boards.

E. Store materials off the ground and roof surfaces. Any warped, broken or wet insulation boards shall be removed from the site.

F. Do not leave unused materials on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.

G. It is the responsibility of the contractor to secure all material and equipment on the job site. If any material or equipment is stored on the roof, the contractor must make sure that the integrity of the deck is not compromised at any time. Damage to the deck caused by the contractor will be the sole responsibility of the contractor and will be repaired or replaced at his expense.

PART 2 - PRODUCTS

2.1 APPROVED EQUIVALENT

A. Basis of Design: Materials, manufacturer’s product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance.

2.2 INSULATION MATERIALS

A. Thermal Insulation Properties and Approved Insulation Boards.

1. Tapered Polyisocyanurate Roof Insulation; ASTM C-1289: (**Where needed)**

Qualities: Factory Tapered, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.

Compressive Strength: Minimum 20 psi

Tapered Slope: .5”:12”.

2. Non-structural, water-resistant, fiber-reinforced gypsum substrate recovery board:

Qualities: Non-structural, water-resistant, fiber-reinforced gypsum roof board

Board Size: Four feet by four feet (4’ x 4’)

Thickness: One-Half (1/2) inch

R-Value: 0.50

2.3 RELATED MATERIALS

A. Fiber Cant and Tapered Edge Strips: Preformed perlite (torch applied system), or fiberboard (cold applied system) insulation units of sizes/shapes indicated as per the approved manufacturer.

B. Crickets: Shall be fabricated from tapered polyisocyanurate insulation and shall ensure complete drainage of the roof system.

1. Crickets shall be fabricated from ½”:1’ tapered polyisocyanurate. The width of the cricket shall be a minimum ratio of 3:1 when compared to distance between sumps.

C. Internal Drain Sumps: Shall be fabricated from tapered polyisocyanurate insulation and shall ensure complete drainage of the roof system.

1. Sumps shall be 4’ x 4’ in size and fabricated from ½”:1’ tapered polyisocyanurate

D. Asphalt Primer**:** V.O.C. compliant, ASTM D41.

PART 3 - EXECUTION

3.1 INSPECTION OF SURFACES

A. Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.

1. Verify that deck surfaces and project conditions are ready to receive work of this section.
2. Verify that deck is supported and secured to structural members.
3. Verify that drain bowl assemblies are installed and set at proper height to permit a slope of ½" per foot within the sump. The sump shall be a four (4) foot square sump, unless noted otherwise and/or required to be smaller or larger to accommodate drainage around equipment.
4. Verify that work which penetrates roof deck has been completed.
5. Verify that wood nailers are properly and securely installed.
6. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.
7. Verify that existing wood blocking and nailers that are of the size and type specified to be used are sound and not rotted or deteriorated. Replace deteriorated wood with new wood of like kind, size and configuration per the project details and specifications. Install new wood blocking as specified in the project documents.
8. Verify that deck surfaces are dry, free of snow or ice, not corroded/rotten or deteriorated, and are structurally sound.
9. Do not proceed until defects are corrected.
10. Do not apply insulation until substrate is dry. Confirm that moisture content of the concrete roof deck, wood blocking and nailers does not exceed twelve (12) percent by moisture meter tests.
11. Broom or air blow clean substrate immediately prior to application.
12. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.
13. Contractor is responsible to verify existing and new substrates are sloped as stated in/on the project documents prior to installation of insulation system. All defects in roof pitch to be accommodated with tapered insulation to ensure a positive pitch to all roof drains.
14. Contractor is responsible for removal of wet-insulation as identified in the thermal scan. Contractor is to furnish and install like-kind insulation and coverboard to match the existing profile and height.

3.2 INSTALLATION

A. Mechanically attached Polyisocyanurate Insulation or Coverboard:

1. The surface must be thoroughly cleaned using compressed air, vacuum equipment or hand/power brooms to remove dust, loose dirt or debris.
2. Approved insulation boards shall be installed with joints in continuous straight lines, perpendicular to roof slopes with joints staggered between rows. Tightly butt substrate boards together. Boards shall be fully attached to the deck with an approved mechanical fastening system. As a minimum, the amount of fasteners shall be in accordance with the following:

- Six (11) fasteners per 4' x 8' board in Zone 1 (field of roof)
- Nine (17) fasteners per 4' x 8' board in Zone 2 (perimeter of roof)
- Twelve (22) fasteners per 4' x 8' board in Zone 3 (corners of roof)

3.4 CLEANING

A. Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive roofing membrane.

END OF SECTION 07 22 00

SECTION 07 52 00
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Torch Applied 2-Ply Asphalt Roofing (StressPly IV Plus)

B. Accessories. (2.12)

C. Edge Treatment and Roof Penetration Flashings. (2.13)(3.9)

1.2 RELATED SECTIONS

A. 07 20

B. 07 22

C. 07 60

1.3 DESIGN / PERFORMANCE REQUIREMENTS

A. Perform work in accordance with all federal, state and local codes.

B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
1. Factory Mutual Class A Rating.
2. Underwriters Laboratory Class A Rating.
3. Intertek/Warnock Hersey Class A Rating.

C. Design Requirements:
1. Uniform Wind Uplift Load Capacity
a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
1) Design Code: ASCE 7, Method 2 for Components and Cladding.
2) Importance Category:
a) IV
3) Importance Factor of:
a) 0.77
b) 1.0
c) 1.15
d) 2.0
4) Wind Speed: 107 mph
5) Exposure Category:
a) C.

6) Design Roof Height: 20 feet.
7) Minimum Building Width: 115 feet.
8) Roof Pitch: .25:12.
9) Roof Area Design Uplift Pressure:
a) Zone 1' Interior Field of Roof 18.9psf -

b) Zone 1 - Field of roof 29.4 psf
c) Zone 2 - Eaves, ridges, hips and rakes 37.2 psf
d) Zone 3 - Corners 48.9 psf

2. Snow Load: 320 psf.
3. Live Load: Not to exceed original building design.
4. Dead Load:
   a. Installation of new roofing materials shall not exceed the dead load capacity of the existing roof structure.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.

B. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.

C. For torch applications, installer must be NRCA - CERTA trained and must utilize CERTA compliant application methods.

D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

E. Manufacturer: Garland Field Supervision: A representative of the roof system manufacturer must be present (2) days per week during the roof system installation.

F. Job progress reports will be emailed by Garland representative weekly.

G. Manufacturer, Garland Co., will provide assistance with job close out and warranty requirements.

1.5 PRE-INSTALLATION MEETINGS

A. Convene minimum two weeks prior to commencing Work of this section.

B. Review installation procedures and coordination required with related Work.

C. Inspect and make notes of job conditions prior to installation:
   1. Record minutes of the conference and provide copies to all parties present.
   2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
   3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.

B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.

C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.

D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50-degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away

from open flame or welding sparks.

E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the

F. Adhesive storage shall be between the range of above 50-degree F (10 degree C) and below 80-degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.7 COORDINATION

A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.8 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.9 WARRANTY

A. Upon completion of the work, provide the Manufacturer's written and signed NDL Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
   1. Warranty Period:
      a. 30 years from date of acceptance.

B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
   1. Warranty Period:
      a. 2 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: www.garlandco.com.

2.2 TORCH APPLIED 2-PLY ASPHALT ROOFING

A. Base (Ply) Sheet:
   1. HPR Torch Base:
   2. SA Base IV: (required for use around perimeters, flashings, curbs and penetrations)

B. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with interplay adhesive.
   1. StressPly IV Plus Mineral:

C. Interply Adhesive:
   1. NA

D. Intumescent primer for wood components at perimeters, flashings and penetrations:
   1. Pro-Stop FR:

E. Flashing Base Ply:
   1. HPR Torch Base:
   2. SA Base IV: (required)

F. Flashing Cap (Ply) Sheet:
1. StressPly IV Plus Mineral:

G. Flashing Ply Adhesive:
1. None for torch sheets only.

2.3 ACCESSORIES:

A. Roof Insulation Cover Board: Provide GP Gypsum DensDeck Prime, GP Gypsum DensDeck Storm-X Prime, USG Securock for proper adhesion of the self-adhered base sheet in accordance with Section 07 22 16.

B. Pipe supports: Rubber, with pipe strap.

1. Contractor is remove the existing wood pipe supports and replace with new rubber blocking.

2.4 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

A. Pre-Manufactured Coping Cap: R-Mer Edge Coping Cap Cover and Splice Plate.
1. Aluminum, ASTM B209, alloy 3105-H14, in thickness of .050" nom.

B. Pre-Manufactured Coping Cap: R-Mer Edge Coping Chairs.

C. Pre-Manufactured Edge Metal Finishes:
1. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, as shipped from the mill.
2. Exposed surfaces for coated panels:
a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer.
Weathering finish as referred by National Coil Coaters Association (NCCA).
Provided with the following properties.
1) Pencil Hardness: ASTM D3363, HB-H / NCCA II-2.
2) Bend: ASTM D-4145, O-T / NCCA II-19.
3) Cross-Hatch Adhesion: ASTM D3359, no loss of adhesion.
4) Gloss (60 deg. angle): ASTM D523, 25+/-5%.
5) Reverse Bend: ASTM D2794, no cracking or loss of adhesion.
6) Nominal Thickness: ASTM D1005.
a) Primer: 0.2 mils.
b) Topcoat: 0.7 mils min.
c) Clear Coat 0.3 mils.
7) Color: Provide as specified. (Subject to minimum quantities)

D. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled.

E. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.

F. Liquid Flashing - Tuff-Flash Plus LO: An asphaltic-polyurethane, low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings.
1. Tensile Strength, ASTM D 412: 650 psi.
2. Elongation, ASTM D 412: 325%.
3. Density @77 deg. F 8.3 lb/gal typical.

G. Fabricated Flashings: Fabricated flashings and trim are specified in Section 07 62 00 - Sheet Metal Flashing and Trim.
1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the CDA Copper Development Association "Copper in Architecture - Handbook" as applicable.

H. Manufactured Roof Specialties: Shop fabricated copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are specified in Section 07 71

23.

1. Manufactured roof specialties shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the NRCA "Roofing and Waterproofing Manual" as applicable.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.

C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.

D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. General: Clean surfaces thoroughly prior to installation.
   1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
   2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
   3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
   4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
   5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
   6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
   7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.

B. Torch Applied Vapor Retarder: Install one torch on fiberglass base sheet using a suitable heat source adhere one ply to the entire surface. Shingle in direction of slope of roof to shed water on each area of roof. Intumescent Primer must be applied to all wood components around perimeters, flashings, curbs and penetrations. SA Base IV must be installed around perimeters, flashings, curbs and penetrations.

C. Fiberglass Vapor Retarder Plies: Install two fiberglass ply sheets in 25 lbs. per square (11.3kg) of ASTM D 312 Type III bitumen shingled uniformly to achieve two plies over the entire prepared substrate. Shingle in direction of slope of roof to shed water on each area of roof.

D. Insulation: Roof insulation is specified in Section 07 22
   1. All joints between layers should be staggered when multiple layers of insulation are installed. Insulation greater than 2.5 inches shall be installed in multiple layers.
   2. Insulation shall be kept dry at all times. Install only as much insulation as can be covered with the completed roofing membrane before the end of the day's work or prior to onset of inclement weather.

3. Edges shall butt tightly, and all cuts shall fit neatly against adjoining surfaces to provide a smooth overall surface. Gaps of greater than 1/4-inch width shall be filled with insulation.
4. Install tapered insulation around roof drains and penetrations to provide adequate slope for proper drainage.
5. Mechanically attached insulation shall be fastened in accordance with code and insurance requirements for the applicable geographic zone with the required number and type of fasteners and plates.
6. When asphalt or cold adhesive attachment is specified, the proposed insulation shall be compatible with the roof substrate, the proposed bitumen and the requirements of the specific membrane.
7. Hot asphalt application:
    a. Maximum 4 foot by 4-foot insulation boards shall be attached with hot asphalt.
    b. Asphalt for insulation attachment shall meet ASTM D 312 Type III or IV criteria, as dictated by the roof slope or other design conditions.
    c. Expanded polystyrene (EPS) materials shall not be installed with hot bitumen products.

3.3 INSTALLATION - GENERAL

A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.

B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.

C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water

D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.4 INSTALLATION TORCH APPLIED 2-PLY ASPHALT ROOFING

A. Base Ply Field Rolls: Install torch base sheet to a properly prepared substrate. Shingle in proper direction to shed water on each area of roofing. If wood components are present at perimeters, flashings and penetration locations, an intumescent primer must be applied to the wood components prior to the application of the torch applied cap membrane. A self-adhering base sheet, intended for use with torch-applied cap sheets must also be applied around all perimeters, flashings, curbs and penetrations.

1. Lay out the roll in the course to be followed and unroll 6 feet (1.8 m).
2. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
3. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
4. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
5. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
6. Extend underlayment 2 inches (50 mm) beyond top edges of cants at wall and projection bases.
7. Install base flashing ply to all perimeter and projections details.

B. Base Ply SA IV: Prior to installation sweep or blow away any dust, dirt or sand particles, on the surface that could interfere with adhesion. If wood components are present at perimeters, flashings and penetration locations, an intumescent primer must be applied to the wood components prior to the application of the base sheet.
1. Prime the torch-grade roof cover board at the recommended coverage rate with SA Primer at a rate of 0.50 gal per 100 sq.ft. Allow the primer to dry before installing the base sheet but it should be tacky for the base sheet application.
2. Start SA Base IV Base Sheet application at the low point of the roof with appropriate roll width to offset side laps 18 inches (457 mm) from side laps of base sheet. Install flush to roof edge if over base sheet, otherwise turn the HPR SA FR Base Sheet over the fascia minimum 2 inches (50 mm) and nail 9 inches (230 mm) o.c. At perimeter flashing extend the SA Base IV Base Sheet up a minimum of 8 inches (203 mm). Design so that side laps are against the flow of water.
3. Fold membrane back halfway lengthwise to remove the split release film. Press membrane securely into place and repeat with the opposite half of the membrane. Use a heavy, weighted roller over entire surface of the SA Base IV Base Sheet membrane to secure membrane. Work outwards to eliminate voids. When working with full rolls on large roofs, leave the membrane in position and remove the split release film from underneath the membrane.
4. Overlap side laps of subsequent SA Base IV Base Sheet membrane lengths 4 inches (100 mm) and end laps 8 inches (203 mm). Offset (stagger) end laps minimum 3 feet (0.9 m). Cut end laps at opposing diagonal corners at a 45-degree angle approximately 3 inches (76 mm) from the corners to minimize "T"- seams. Hot-air heat weld the edge of the angled cut to avoid a capillary.
5. Use of a hand-held hot air gun at joint area prior to rolling membrane to maximize adhesion. Hot air heat weld all SA Base IV Base Sheet side and end laps to eliminate a capillary.
6. Use a heavy, weighted roller over the entire surface of HPR SA FR Base Sheet to secure it in place and prevent voids, working outward from center of sheet.
7. Do not leave the installed SA Base IV Base Sheet exposed to the weather; cover with the torch applied cap sheet the same day.

C. Modified Cap (Ply) Sheet: Over torch base sheet underlayment, lay out the roll in the course to be followed and unroll 6 feet (1.8 m). Stagger seams over the torch base sheet seams.
1. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
2. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
3. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and

end laps of 8 inches (203 mm).
4. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.

D. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.

E. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06 11 00.
1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
3. Nailer lengths should be spaced with a minimum 1/8-inch gap for expansion and contraction between each length or change of direction.
4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1-49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
5. All wood blocking, nailers, and cant strips, must be primed with an intumescent primer prior to the application of the base sheet.

F. Wood Component Intumescent Primer: Intumescent primer shall be applied to all wood components within perimeter conditions, flashing and penetrations, such as wood nailers, blocking sheathing, etc.
1. Before and during primer application, the substrates' surfaces shall be dry, clean and free from loose debris, dust, dirt, grease, oil, and all prior coating materials, such as paint, stains and sealers. The substrate shall not have, nor have been exposed to, treatments, chemicals, coatings, etc. prior to the application of the primer
2. Prior to application of primer, moisture content of the substrate must be verified to less than 16%
3. Apply intumescent at a rate of 1/2 gallon per 100 square feet (200 square feet per gallon)
4. Allow primer to cure prior to application of the base sheet and/or flashing plies.

G. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07 62 00 or Section 07 71 23. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.

H. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable sealant at the top edge if required.

I. Flashing Base Ply: Seal all curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
1. Prepare all walls, penetrations, expansion joints, and other surfaces to be flashed with asphalt primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
2. Adhere modified flashing base to the underlying base flashing ply with specified flashing ply adhesive. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
3. Solidly adhere the entire sheet of flashing membrane to the substrate. Tops of all flashings that are not run up and over curb shall be secured through termination bar 6 inches (152 mm) o.c. and sealed at top.
4. Seal all vertical laps of flashing membrane with a three-course application of trowel-

grade mastic and fiberglass mesh.

5. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work.
6. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work. When using mineralized cap sheet all stripping plies type IV felt / VersiPly 40 shall be installed prior to cap sheet installation.

J. Flashing Cap Ply: Install flashing cap sheets by the same application method used for the base ply.
1. Seal curb, wall, and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
6. All stripping shall be installed prior to flashing cap sheet installation.
7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed or nailed 4 inches o.c. and covered with an acceptable counter flashing.

K. Roof Walkways: Provide walkways in areas indicated on the Drawings.

3.5 INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING

A. Fabricated Flashings: Fabricated flashings and trim are provided as specified in Section 07 62 00.
1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the Copper Development Association "Copper in Architecture - Handbook" as applicable.

B. Scupper Through Wall (Overflow):
1. Inspect the nailer to ensure proper attachment and configuration.
2. Run one ply over nailer up the overflow, into the scupper hole and up flashing as in typical wall flashing detail. Assure coverage of all wood nailers.
3. Install scupper box in a 1/4-inch (6 mm) bed of mastic. Assure all box seams are soldered and have a minimum 4-inch (101 mm) flange. Make sure all corners are closed and soldered. Prime scupper at a rate of 100 square feet per gallon and allow to dry.
4. Fasten flange of scupper box every 3 inches (76 mm) o.c. staggered.
5. Strip in flange scupper box with base flashing ply covering entire area with 6 inch (152 mm) overlap on to the field of the roof and wall flashing.
6. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all seams.

C. Pre-manufactured Snap-On Coping Cap:
1. Install miters first.

2. Position base flashing of the Built-Up and/or Modified Roofing membrane over the wall edge covering nailers completely, fastening 8 inches o.c.. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
3. Install minimum 16-gauge, 16 inch long by specified width anchor chair at [Contact Garland Representative] feet on center.
4. Install 6-inch-wide splice plate by centering over 16 inch long by specified width anchor chair. Apply two beads of sealant to either side of the splice plate's center. Approximately 2 inches from the coping cap joint. Install Coping Cap by hooking outside hem of coping on outside face of anchor chair. Press downward on inside edge of coping until "snap" occurs and hem is engaged on the entire chair.

D. Surface Mounted Counterflashing:
1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Maximum flashing height is 24 inches (609 mm). Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering wall set in bitumen with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall. Alternatively use caulk to replace the butyl tape.
6. Secure counterflashing set on butyl tape above flashing at 8 inches (203 mm) o.c. and caulk top of counterflashing.

E. Reglet Mounted Counterflashing:
1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Maximum flashing height is 24 inches. Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering wall set in bitumen with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall. Alternatively use caulk to replace the butyl tape.
6. Cut reglet in masonry one joint above flashing.
7. Secure reglet counterflashing with expansion fasteners and caulk reglet opening.

F. Area Divider:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical curb at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm)on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Attach top of membrane to top of curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers through slotted holes. Furnish all joint cover laps with butyl tape between metal covers.

G. Equipment Support:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Attach top of membrane to top of curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

H. Curb Detail/Air Handling Station:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install pre-manufactured counterflashing with fasteners and neoprene washers or per manufacturer's recommendations.
6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

I. Exhaust Fan:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install metal exhaust fan over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendation.

J. Passive Vent/Air Intake:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb with 6 inches (152mm) on to the field of the roof.
4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install passive vent/air intake over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendations.

K. Roof Drain:
1. Plug drain to prevent debris from entering plumbing.
2. Taper insulation to drain minimum of 24 inches (609 mm) from center of drain.

3. Run roof system plies over drain. Cut out plies inside drain bowl.
4. Set lead/copper flashing (30-inch square minimum) in 1/4-inch bed of mastic. Run lead/copper into drain a minimum of 2 inches (50 mm). Prime lead/copper at a rate of 100 square feet per gallon and allow to dry.
5. Install base flashing ply (40-inch square minimum) in bitumen.
6. Install modified membrane (48-inch square minimum) in bitumen.
7. Install clamping ring and assure that all plies are under the clamping ring.
8. Remove drain plug and install strainer.

L. Plumbing Stack:
1. Minimum stack height is 12 inches (609 mm).
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4-inch (6 mm) bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install membrane in bitumen.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Turn sleeve a minimum of 1 inch (25 mm) down inside of stack.

M. Heat Stack:
1. Minimum stack height is 12 inches (609 mm).
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4-inch (6 mm) bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install modified membrane in bitumen.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Install new collar over cape. Weld collar or install stainless steel draw brand.

N. Liquid Flashing:
1. Mask target area on roof membrane with tape.
2. Clean all non-porous areas with isopropyl alcohol.
3. Apply 32 wet mil base coat of liquid flashing over masked area.
4. Embed polyester reinforcement fabric into the base coat of the liquid flashing.
5. Apply 48-64 wet mil topcoat of the liquid flashing material over the fabric extending 2 inches (51 mm) past the scrim in all directions.
6. Apply minerals immediately or allow the liquid flashing material to cure 15-30 days and then install reflective coating.

3.6 CLEANING

A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.

B. Remove asphalt markings from finished surfaces.

C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.7 PROTECTION

A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes, and the like to protect personnel, roofs and structures, vehicles and utilities.

B. Protect exposed surfaces of finished walls with tarps to prevent damage.

C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.

D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.

E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.8 FIELD QUALITY CONTROL

A. Inspection: Provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent, and 90 percent completion. Provide a final inspection upon completion of the Work.
   1. Warranty shall be issued upon manufacturer's acceptance of the installation.
   2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
   3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
   4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

3.9 SCHEDULES

A. Base (Ply) Sheet:
   1. HPR Torch Base: 110 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim. Designed for torch applications with a burn-off backer that indicates when the material is hot enough to be installed.
      a. Tensile Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 210 lbf/in XD 210 lbf/in
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 36.75 kN/m XD 36.75 kN/m
      b. Tear Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 1,334 N XD 1,334 N
      c. Elongation at Maximum Tensile, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6% XD 6%
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 6%
      d. Low Temperature Flexibility, ASTM D5147, Passes -30 deg. F (-34.4 deg. C)

B. Thermoplastic/Modified Cap (Ply) Sheet:
   1. StressPly IV Plus Mineral: 195 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced rubber modified roofing membrane with a fiberglass and polyester composite scrim. Designed for torch applications with a burn-off backer that indicates when the material is hot enough to be installed.
      a. Tensile Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 54.25 kN/m XD 54.25 kN/m
      b. Tear Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 510 lbf XD 510 lbf
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 2269 N XD 2269 N
      c. Elongation at Maximum Tensile, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 9% XD 8%
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 9% XD 8%
      d. Low Temperature Flexibility, ASTM D 5147, Passes -40 deg. F (-40 deg. C)

C. Interply Adhesive:
1. Intumescent Primer: Water-based, non-corrosive primer used on wood components (required on torch applied projects). Performance Requirements:
a. Dry Time: 60-90 minutes
b. Density at 77 degrees F: 11 lbs/gal
c. Non-Volatile by Volume: 62%
d. VOC (EPA Method 24): 18 g/L

D. Flashing Base Ply:
1. HPR Torch Base: SBS modified, torch applied sheet material. ASTM D 6163, Type II.
a. Tensile Strength, ASTM D 5147
1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 210 lbf/in XD 210 lbf/in
2) 50 mm/min. @ 23 +/- 2 deg. C MD 210 lbf/in XD 210 lbf/in
b. Tear Strength, ASTM D 5147
1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
2) 50 mm/min. @ 23 +/- 2 deg. C MD 1334 N XD 1334 N
c. Elongation at Maximum Tensile, ASTM D 5147
1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6 % XD 6 %
2) 50 mm/min@ 23 +/- 2 deg. C MD 6 % XD 6 %
d. Low Temperature Flexibility, ASTM D 5147:
1) Passes -30 deg. F (-34 deg. C). Meets or Exceeds ASTM D 4601 Type II Performance Criteria.
2. SA Base IV Base Sheet: 110 mil SBS (Styrene-Butadiene-Styrene) self-adhered base sheet with a woven fiberglass scrim reinforcement.
a. Tensile Strength, ASTM D 5147
1) 2 in/min. @73.4 +/- 3.6 deg. F MD 75 lbf/in XD 50 lbf/in
2) 50 mm/min. @23 +/- 2 deg. C 13 kN/m XD 9 kN/m
b. Tear Strength, ASTM D 5147
1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 105 lbf XD 100 lbf
2) 50 mm/min. @ 23 +/- 2 deg. C 467 N XD 445 lbf
c. Elongation at Maximum Tensile, ASTM D 5147)
1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 5% XD 5%
2) 50 mm/min. @ 23 +/- 2 deg. C MD 5% XD 5%

E. Flashing Cap (Ply) Sheet:
1. StressPly IV Plus Mineral: 195 mil SBS (Styrene-Butadiene- Styrene) mineral surfaced rubber modified roofing membrane with a dual fiberglass scrim. This membrane is designed for torch applications and has a burn-off backer that indicates when the material is hot enough to be installed. Surfaced with a highly reflective Sunburst mineral.
a. Tensile Strength, ASTM D 5147
1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in CMD 225 lbf/in
2) 50 mm/min. @ 23 +/- 3 deg. C MD 39.0 kN/m CMD 39.0 kN/m
b. Tear Strength, ASTM D 5147
1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf CMD 300 lbf
2) 50 mm/min. @ 23 +/- 3 deg. C MD 1335 N CMD 1335 N
c. Elongation at Maximum Tensile, ASTM D 5147
1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 9% CMD 8%
2) 50 mm/min. @ 23 +/- 3 deg. C MD 9% CMD 8%
d. Low Temperature Flexibility, ASTM D 5147: Passes -20 deg. F (-29 deg. C)
e. Reflectivity (DNS Method) 73%

END OF SECTION

SECTION 07 60 00

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SECTION INCLUDES:

A. Provide all labor, equipment, and materials fabricate and install the following.
1. Pre-manufactured metal coping cap system and trim.
2. Surface mounted wall counterflashings over all vertical base flashing.
3. Counterflashings at roof mounted equipment and vent stacks.
4. Counterflashings for roof accessories.
5. Counterflashings at walls and penetrations.
6. Lead flashing for bituminous membranes.
7. Drip edge
8. Raise metal edge, gravel stop
9. Other components.

1.2 RELATED SECTIONS

A. Division 7 Section 07 20
B. Division 7 Section 07 22
C. Division 7 Section 07 55

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (galvanized) or Zinc-Iron Alloy-Coated (galvannealed) by the Hot-Dip Process.

2. ASTM A792 Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy Coated by the Hot-Dip Process.

3. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

4. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

5. ASTM D692 Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.

6. ASTM B32 Solder Metal

7. ASTM B486 Paste Solder

8. ASTM D226 Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing

9. ASTM D486 Asphalt Roof Cement, Asbestos-free

B. American National Standards Institute and Single Ply Roofing Institute (ANSI/SPRI)

1. ANSI/SPRI ES-1 Testing and Certification Listing of Pre-Manufactured Fabricated Edge Metal and Pre-Manufactured Metal Coping Cap System.

C. Warnock Hersey International, Inc., Middleton, WI (WH)

D. Factory Mutual Research Corporation (FMRC

E. Underwriters Laboratories (UL)

F. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)

1. 1993 Edition Architectural Sheet Metal Manual

G. National Roofing Contractors Association (NRCA)

1. Roofing and Waterproofing Manual

H. American Society of Civil Engineers (ASCE)

1. ASCE 7-10 Minimum Design Loads for Buildings and Other Structures.

I. FS QQ-L-201 - Specification for Lead Sheet

J. FS O-F-506 - Flux, Soldering, Paste and Liquid

1.4 SUBMITTALS

A. Submit under provisions of this specification.

B. Product Data: Provide manufacturer's specification data sheets for each product.

C. Sample Warranty

1. Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner. Warranty shall be provided from one manufacturer and part of a total Edge-to-Edge roof warranty that includes the modified bitumen membrane roof system, pre-manufactured metal coping cap system, pre-manufactured metal edge system, and flashing systems.

D. ANSI/SPRI ES-1 (Pre-manufactured Metal Edge Fascia/Coping System)

1. Test report must be submitted for specific project wind uplift requirements.

1.5 QUALITY ASSURANCE

A. Reference Standards

1. Comply with details and recommendations of SMACNA Manual for workmanship, methods of joining, anchorage, provisions for expansion, etc.

B. If required, fabricator/installer shall submit work experience and evidence of adequate financial Responsibility. The owner's representative reserves the right to inspect fabrication facilities in determining qualifications.

C. Successful contractor must obtain all components of roof system from a single manufacturer including any roll good materials if required. Any secondary products that are required, must be recommended and approved in writing by primary manufacturer prior to bid submittal.

D. Manufacturer shall have in place a documented, standardized method for maintaining quality control such as ISO-9001 approval.

E. The roof material manufacturer shall conduct all required periodic inspections of work in progress as described herein and shall furnish written documentation of all such inspections.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.

B. Stack pre-formed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

C. Prevent contact with materials which may cause discoloration or staining.

1.7 JOB CONDITIONS

A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal roofing system.

B. Protection:

1. Provide protection or avoid traffic on completed roof surfaces.

2. Do not overload roof with stored materials.

3. Support no roof-mounted equipment directly on the roofing system.

C. Ascertain that work of other trades which penetrates the roof or is to be made watertight by the roof, is in place and approved prior to installation of roofing.

1.8 DESIGN AND PERFORMANCE CRITERIA

A. ANSI/SPRI ES-1 (Pre-manufactured Metal Edge System)

1. ANSI/SPRI ES-1 test reports must be submitted for specific project wind uplift requirements per Section 1.16 Design and Performance Criteria within Modified Bituminous Membrane Roofing specification.

B. Thermal expansion and contraction:

1. Completed metal edge coping and extruded anchor bar system shall be capable of withstanding unlimited thermal expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.

1.9 WARRANTIES

A. Material Manufacturer's Warranty

1. Pre-finished metal material shall require a written 20-year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D-2244 or chalking excess of 8 units per ASTM D-659. If either occurs material shall be replaced per warranty, at no cost to the Owner.

2. Warranty shall be an Edge-to-Edge roof warranty provided by one manufacturer, and shall include the modified bitumen roof system, pre-manufactured metal coping cap system, pre-manufactured metal edge fascia system, flashings, and the transition between all systems.

3. Provide a manufacturer’s Edge-to-Edge roof warranty. The manufacturer will also furnish their standard decorative finish warranty.

4. At the request of the Owner, the Manufacturer will provide an annual inspection. The request for annual inspections shall be applicable for the life of the warranty.

B. Contractor's Warranty

1. The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be watertight and secure for a period of two (2) years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Metal systems (surface mounted counterflashings, etc.), are to be comprised of Aluminum, coated on both sides with an epoxy primer and on the weathering surface with a polyvinylidene fluoride (Kynar) coated finish. Equipment counterflashings and equipment slip flashings shall be mill finish.

1. Materials

a. Aluminum

Aluminum, ASTM B209, alloy 3105-H14, in thickness of 0.040" nominal for all metal fascia extenders, reglet mounted counterflashings, and surface mounted counterflashings. All equipment counterflashings, area dividers, and slip flashings shall have a thickness of 0.040".

1. Minimum thickness of Aluminum to be specified in accordance with Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractor's National Association, Inc. recommendations.

b. Color shall be selected by Owner from manufactures standard color range. Counterflashings, expansion joint covers and slip flashings shall be mill finish.

B. Pre-Manufactured Metal Edge System: The Garland Company, Inc. (503-522-7626) R-Mer Edge Coping (Basis of Design)

1. Metal shall be aluminum, ASTM B209, alloy 3105-H14, in thickness of 0.050" nominal with Kynar 500 or approved equal. Color to be selected by Owner from Manufacturer's standard color chart.
2. Anchor Chair: 16 gauge G-90 Galvanized steel
3. ANSI/spri es-1 approved
4. Provide a manufacturer's standard warranty: Warranted materials shall be free of defects in material and workmanship for five years after shipment. The manufacturer will also furnish their standard decorative finish warranty.

B. New Surface Mounted Wall Counterflashing system shall be Mill finished Aluminum, 0.040 inch thick counterflashing system. Flashings shall be formed to be secured with lead plugs on 12" on center, with a continuous bead of specified polyurethane sealant.

C. Raised Metal edge, gravel stop

1. Kynar finished galvanized steel, 24 GA. Thick

D. Miscellaneous Metals and Flashings:

1. Reglet Mounted Counter-Flashings: Mill finished Aluminum, 0.040 inch thick

2. Equipment Slip Flashing: Mill finished Aluminum, 0.040 inch thick.

3. Equipment Support Flashing: Mill finished Aluminum, 0.040 inch thick.

4. Fasteners: Same metal as sheet metal flashing or other noncorrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with material being fastened. Exposed fasteners shall have a neoprene or other suitable weatherproofing washer.

5. Asphalt Mastic: SSPC-Paint 12, solvent-type asphalt mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil dry film thickness per coat.

6. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.

7. Sealing Tape: Pressure sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.

8. Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather-resistant seaming and adhesive application of flashing sheet metal.

9. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; noncorrosive; size and thickness required for performance.

10. Roofing Cement: ASTM D 4586, Type I, asbestos free, asphalt based.

11. Zinc-Coated Steel Sheet: ASTM A526, 0.20% copper, 26 gauges (0.0179"); designation G90 hot-dip galvanized, mill phosphatized.

12. Stainless Steel Sheet: Type 302/304, ASTM A167, 26-gauge, (0.0217"), annealed except dead soft where fully concealed by other work, 2D (dull) finish.

2.2 RELATED MATERIALS

A. Metal Primer: Zinc chromate type.

B. Plastic Cement: ASTM D 4586

C. Metal Edge Anchor Bar Sealant: GREENLOCK SEALANT XL or approved equal

D. Sealant: As required by material manufacturer.

E. Lead: Meets Federal Specification QQ-L-201, Grade B, four (4) pounds per square foot.

F. Solder: ANSI/ASTM B32; 95/05 type.

G. Flux: FS O-F-506.

H. Underlayment: Ply of specified base flashing modified membrane or approved equal.

I. Fasteners:

1. Nails and Fasteners: Non-ferrous metal or hot dipped galvanized fasteners complying with ASTM A153 and connectors complying with ASTM A653, Class G185; Type 304 or Type 316 stainless steel fasteners and connectors shall be used with new generation of pressure-treated wood; except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel. Fasteners shall be self-clinching type of penetrating type as recommended by the manufacturer of the wood blocking/nailer material. Nails and fasteners shall be flush-driven through flat metal discs of not less than one (1) inch diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than one (1) inch diameter are used.

2. Fastening shall conform to ANSI/SPRI ES-1 requirements, SMACNA, or as stated on section details, whichever is more stringent and per the manufacturer's requirements.

J. Metal Termination Bars:

1. Shall be heavy flat bar aluminum unless otherwise recommended by membrane manufacturers.

2. Material shall be .125" x 1" (minimum) aluminum conforming to ASTM B-221, mill finish. Bars shall have holes for fasteners at 6" o.c. maximum.

PART 3 - EXECUTION

3.1 PROTECTION

A. Isolate contact areas of dissimilar metals with heavy asphalt or other approved coating, specifically made to stop electrolytic action.

3.2 GENERAL

A. Install work watertight, without waves, warps, buckles, fastening stress, or distortion, allowing for expansion and contraction.

D. Fastening of metal to walls and wood blocking shall comply with ANSI-SPRI ES-1, SMACNA Architectural Sheet Metal Manual and/or manufacturer's recommendations whichever is of the highest standard.
E. All accessories or other items essential to the completeness of sheet metal installation, whether specifically indicated or not, shall be provided and of the same material as item to which applied.
F. Install miters first.
G. Position base flashing ply over the wall edge covering nailers completely, fastening 8 inches on center. Install base ply and thermoplastic cap ply with proper material and procedure according to manufacturer's recommendations.
H. Install minimum 16 gauge, 16 inch long by specified width anchor chair.
I. Install six (6) inch wide splice plate by centering over 16 inch long by specified width anchor chair. Apply two beads of sealant to either side of the splice plate's center. Approximately two (2) inches from the coping cap joint. Install Coping Cap by hooking outside hem of coping on outside face of anchor chair. Press downward on inside edge of coping until "snap" occurs and hem is engaged on the entire chair.

3.3 INSPECTION

A. Verify metal wall panels, roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, cant strips and reglets are in place, and nailing strips located.

B. Verify membrane termination and base flashings are in place, sealed, and secure.

C. Beginning of installation means acceptance of existing conditions.

D. Field measure site conditions prior to fabricating work.

3.4 SHOP FABRICATED SHEET METAL

A. Installing Contractor shall be responsible for determining if the sheet metal systems are in general conformance with roof manufacturer's recommendations.

B. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.

C. Hem exposed edges.

D. Angle bottom edges of exposed vertical surfaces to form drip.

E. All corners for sheet metal shall be lapped with adjoining pieces fastened and set in sealant.

D. All corner/miter anchor bars for the pre-manfuctured metal edge system shall be installed prior to straight length anchor bars. All anchor bars shall be set in two (2) ¼” wide beads of the specified sealant, and with adjoining pieces fastened together with splices. Joints for the anchor bars shall be formed with a ¼” opening between sections.

E. Joints for pre-manufactured metal edge fascia system fasica covers, and metal edge fascia extenders shall be formed with a 3/8” opening between sections. The joints of the metal edge fascia system fascia covers, and the metal edge fascia extenders shall be offset a minimum of twelve (12) inches. The joint openings shall be backed by an internal drainage plate formed to the profile of fascia piece. The pre-manufactured metal edge fascia system fascia covers, and metal fascia extenders shall be embedded in two rows of butyl sealant over the internal drainage plate. The internal drainage plate shall be embedded in two rows of butyl sealant.

F. Joints for counterflashings shall be overlapped a minimum of 3”, and counterflashings shall extend 4” below the roof flashing termination bar.

G. Install sheet metal to comply with ANSI/SPRI, SMACNA and NRCA standards, and per the manufacturer’s instructions.

3.5 FLASHING MEMBRANE INSTALLATION

A. ROOF DRAIN

1. Prime lead at a rate of 100 square feet per gallon and allow to dry.

2. Set lead flashing (30" square minimum) in a 1/4" bed of mastic.

3. Install specified roof flashing system.

4. Install metal clamping ring and strainer.

B. PLUMBING STACK

1. Prime flange and sleeve at a rate of 100 square feet per gallon and allow to dry.

2. Install properly sized sleeves in a 1/4" bed of roof cement.

3. Turn sleeve a minimum of 1" down inside of stack or lead caps on pipes 2” or less in diameter.

4. Caulk intersection of the membrane and flange with elastomeric asphaltic sealant or roof cement.

END OF SECTION 07 60 00

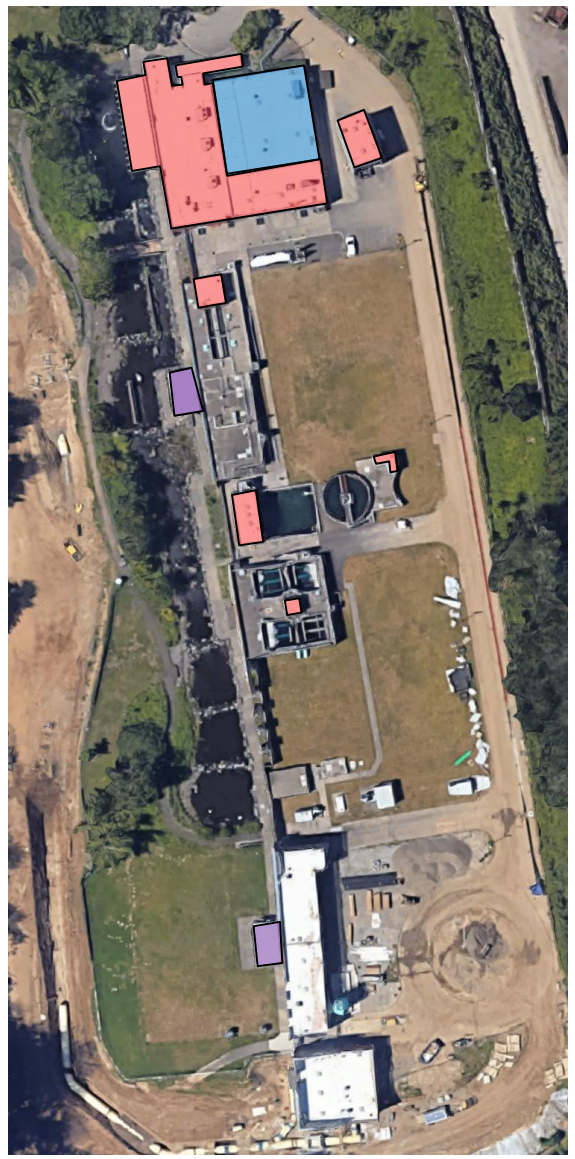
Site Map

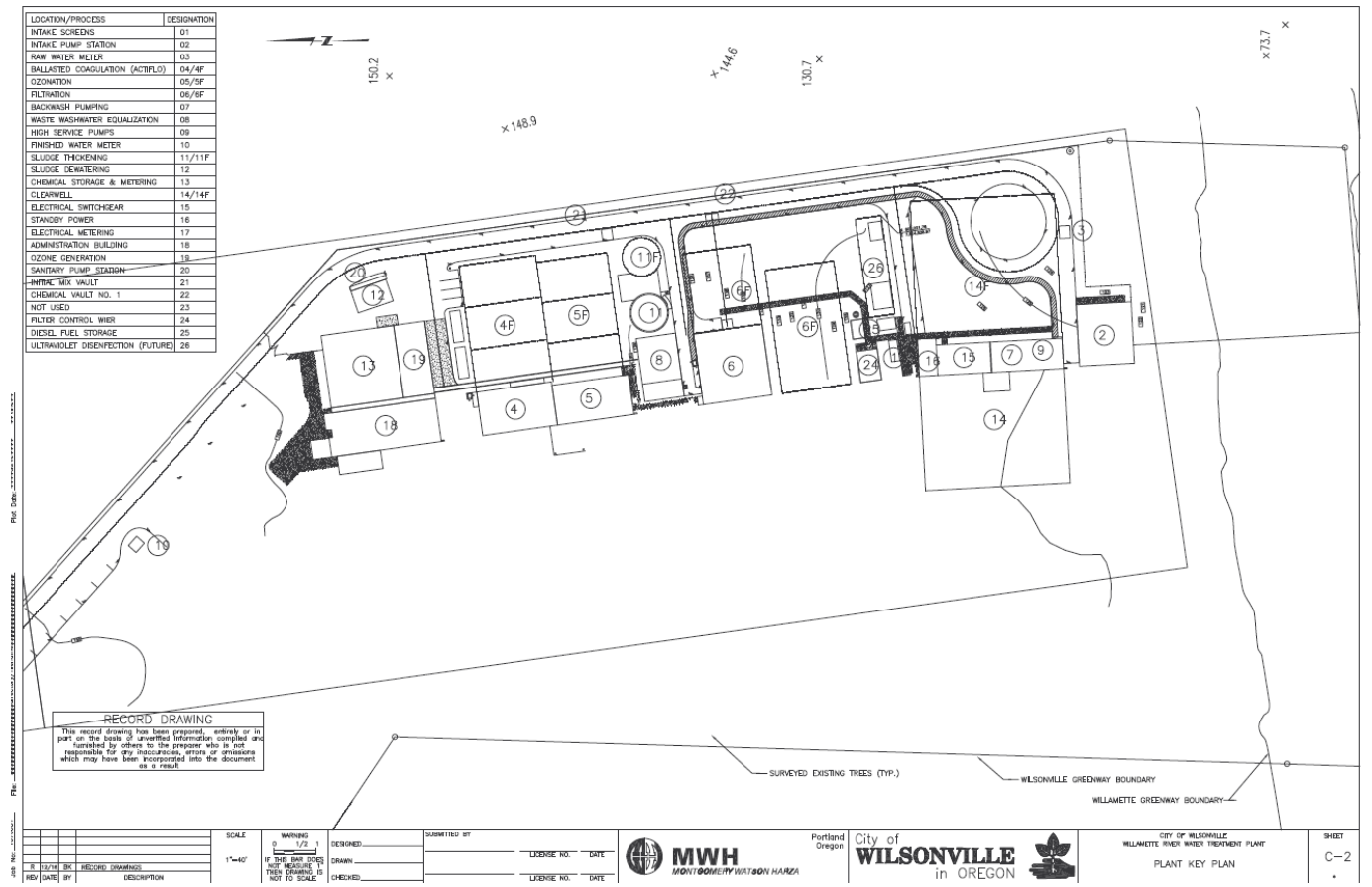
Water Treatment Plant

Base Bid

Alternate 1

Alternate 2





THE GARLAND COMPANY INC.
3800 E 91ST ST. | CLEVELAND, OH 44105-2197
PHONE (216)641-7500 | FAX (216)641-0633

10350 Arrowhead Creek Ln,
Wilsonville, OR 97070

June 2025

Travis Cox
503-522-7626

Not to scale – contractor responsible for field measurements

WILSONVILLE
OREGON

CITY COUNCIL MEETING
STAFF REPORT

Meeting Date: July 21, 2025	**Subject: Resolution No. 3206** A Resolution of the City of Wilsonville Authorizing the City Manager to Execute an Amendment to the Professional Services Agreement with DOWL, LLC for the Willamette Water Supply PLM 1.3: Construction Inspection of City Infrastructure Project (Capital Improvement Project No. 1127). **Staff Member:** Marissa Rauthause, PE, Civil Engineer **Department:** Community Development
Action Required	**Advisory Board/Commission Recommendation**
☒ Motion ☐ Public Hearing Date: ☐ Ordinance 1st Reading Date: ☐ Ordinance 2nd Reading Date: ☒ Resolution ☐ Information or Direction ☐ Information Only ☐ Council Direction ☒ Consent Agenda	☐ Approval ☐ Denial ☐ None Forwarded ☒ 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:	

☐Council Goals/Priorities:	☐Adopted Master Plan(s):	☒Not Applicable

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Second Amendment to the Professional Services Agreement (PSA) with DOWL, LLC (DOWL) for engineering consulting services for the Willamette Water Supply PLM 1.3 Construction Inspection of City Infrastructure (Project) in the amount of $249,719.

EXECUTIVE SUMMARY:

The Willamette Water Supply System ("WWSS") is an intergovernmental entity formed by Tualatin Valley Water District, the City of Hillsboro, and the City of Beaverton. The WWSS is a multi-year effort to expand a seismically resilient water supply in the forming members' service areas.

The City of Wilsonville has coordinated with WWSS in the planning, design, and construction of many WWSS and City infrastructure, including a raw water intake and improved pumping facilities at the Willamette River Water Treatment Plant (WRWTP), a new electrical building and standby power facility, raw water transmission pipelines through the City, and other City infrastructure improvements.

Three of four transmission pipeline projects through Wilsonville have been completed to date. The final transmission pipeline project, Pipeline Main 1.3 ("PLM 1.3"), will run along a section of SW Kinsman Road between Wilsonville Road and Barber Street, Boeckman Road between Kinsman Road and 95th Avenue, 95th Avenue between Boeckman Road and Ridder Road, and Ridder Road between 95th Avenue and Garden Acres Road. The final section of PLM 1.3 along Ridder Road is currently under construction.

On May 1, 2017, Wilsonville City Council approved **Resolution No. 2628** authorizing the City Manager to enter into a Ground Lease Agreement with the WWSS Commission in which the City leased land along an agreed upon route for a period of 99 years to place underground the 66-inch diameter raw water pipeline. As additional consideration, the Ground Lease Agreement includes six (6) significant infrastructure improvements, referred to as Right-of-Way Enhancement Projects and Deficiencies (Enhancement Projects). These projects are needed City infrastructure improvements along the raw water pipeline route to be constructed as part of the WWSS project. On September 20, 2021, the City Council approved **Resolution No. 2919** to amend the original Ground Lease agreement terms to add and remove certain elements of the Enhancement Projects project list.

In order to ensure City infrastructure along the PLM 1.3 route and the Enhancement Projects are constructed in accordance with the Wilsonville Public Works Standards, City Council approved **Resolution No. 3005** on November 21, 2022 authorizing the City Manager to execute a PSA with DOWL to provide engineering consulting construction inspection services for the Willamette Water Supply PLM 1.3 Project. DOWL has been providing services in accordance with this contract, which was amended on November 2, 2024 (First Amendment), to extend the contract term to December 31, 2025.

The construction of the PLM 1.3 project was originally intended to be substantially complete in fall or early winter of 2024. However, due to unanticipated challenges, the current schedule provided by WWSS dated June 11, 2025, and attached in **Exhibit A** of **Resolution No. 3206**, shows substantial completion in May 2026. This extension of the project timeline has created the need for additional effort from DOWL, including additional time requirements related to project

management, attending project meetings, general inspection and observations, erosion and sediment control inspection and documentation, and traffic control inspection. A more detailed breakdown of scope and fee can be found attached to the Second Amendment to the PSA in **Exhibit A** of **Resolution No. 3206**.

EXPECTED RESULTS:
DOWL will continue to act as the City's representative to perform construction inspection to ensure the restoration and improvements to City infrastructure made by WWSS conforms to the City of Wilsonville Public Works Standards.

TIMELINE:
Construction of PLM 1.3 was initially anticipated to occur from November 2022 through November 2024, and the initial contract covered inspection of City infrastructure restoration and improvements through December 31, 2024. A previous amendment to this contract (First Amendment) extended the contract term to December 31, 2025, and this amendment (Second Amendment) will extend the entire contract term to June 30, 2026, which coincides with substantial completion of the project as indicated by the current schedule provided by WWSS to the City dated June 11, 2025, and included in **Exhibit A** of **Resolution No. 3206**.

CURRENT YEAR BUDGET IMPACTS:
There are no current year budget impacts resulting from the amendment to the construction inspection PSA with DOWL. All costs associated with construction inspection services and City overhead costs are reimbursed by WWSS on a quarterly basis in accordance with the Ground Lease Agreement.

COMMUNITY INVOLVEMENT PROCESS:
WWSS has a robust and inclusive community involvement process, including regular stakeholder and interested community member meetings, newsletter updates, and coordination with Wilsonville public information staff. During construction of the project, the WWSS public engagement staff will continue public notification activities, stakeholder coordination and response to public inquiries with assistance from the City.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:
The PLM 1.3 project has had and will continue to have significant impacts to the community. The construction of this project will continue to will result in temporary congestion to traffic, including detours to traffic and pedestrian routes. This inconvenience is offset by the regional need for this facility and the Enhancement Projects that WWSS will be constructing, improving City infrastructure that directly benefits the Wilsonville community.

ALTERNATIVES:
Council could require staff to modify the scope of work and renegotiate the contract fee or reject the amendment outright and let the contract expire. Either alternative is not recommended. DOWL has been providing uninterrupted inspections on the PLM 1.3 Project to the satisfaction of the City for over two years and renegotiation of the contract may disrupt ongoing construction

inspection efforts that ensure the restoration and improvements to City infrastructure made by WWSS conforms to the City of Wilsonville Public Works Standards. Further, City inspection staff do not have capacity to meet the demands of the PLM 1.3 project and rejection of the PSA amendment with DOWL will result in a significant reduction in oversight, compliance, and quality of City infrastructure restoration .

CITY MANAGER COMMENT:
N/A

ATTACHMENTS:

1. Resolution No. 3206
    A. Willamette Water Supply PLM 1.3 Construction Inspection Of City Infrastructure Project Second Amendment To Professional Services Agreement

RESOLUTION NO. 3206

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH DOWL, LLC FOR THE WILLAMETTE WATER SUPPLY PIPELINE MAIN 1.3 (PLM 1.3): CONSTRUCTION INSPECTION OF CITY INFRASTRUCTURE PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 1127).

WHEREAS, Willamette Water Supply System (WWSS) Commission intends to pump raw water through a raw water pipeline from the Willamette River through the Willamette River Water Treatment Plan (WRWTP) Willamette Intake Facilities (WIF) to its new water treatment plant to be built near the intersection of SW 124th Avenue and SW Tualatin-Sherwood Road in Washington County; and

WHEREAS, on May 1, 2017, the City of Wilsonville entered into Ground Lease Agreement for Raw Water Pipeline (Lease) with the City of Hillsboro and Tualatin Valley Water District (TVWD), leasing an area of land in which to place an approximately 6-foot (6') diameter raw water pipeline approximately eight feet (8') underground, stretching for approximately three (3) miles through the City of Wilsonville for a period of 99 years; and

WHEREAS, pursuant to Section 20.2 of the Lease, City of Hillsboro, TVWD, and the City of Beaverton have formed the WWSS Commission, an ORS Chapter 190 entity, by agreement effective July 1, 2019, which agreement assigned all of Hillsboro's and TVWD's rights under the Lease to the WWSS Commission; and

WHEREAS, the Lease includes an additional consideration, six (6) Right-of-Way Enhancement Projects and Deficiencies (Enhancement Projects), representing significant improvements to City infrastructure, which will benefit Wilsonville; and

WHEREAS, on September 20, 2021, the City of Wilsonville and the WWSS Commission agreed to the First Amendment to the Lease (**Resolution 2919**), amending the Enhancement Projects; and

WHEREAS, the City desires to perform independent construction inspection of the City infrastructure restoration associated with the raw water pipeline construction and construction of the Enhancement Projects to ensure compliance with Wilsonville Public Works Standards; and

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

WHEREAS, DOWL submitted a proposal on October 12, 2022, 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; and,

WHEREAS, the City entered into a Professional Services Agreement (PSA) with DOWL to provide engineering construction inspection services for the WWSS PLM 1.3 Project on November 21, 2023 (**Resolution No. 3005**); and,

WHEREAS, the PSA with DOWL was amended (First Amendment) to extend the contract term to December 21, 2025 on November 2, 2024; and,

WHEREAS, DOWL has been performing independent construction inspection of the City infrastructure restoration on behalf of the City since February 2023; and,

WHEREAS, construction requiring performance of independent construction inspection of the City infrastructure restoration was originally intended to be substantially complete in fall or early winter of 2024, however, due to unanticipated challenges, WWSS is now expecting substantial completion of the Project in May of 2026; and,

WHEREAS, this extension of the Project timeline has created additional effort from DOWL, the City desires to amend the Professional Services Agreement contract with DOWL to extend construction inspection of city infrastructure through the end of the revised completion date.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and DOWL provided a responsive and responsible proposal for engineering consulting services.

Section 2. The City Council, acting as the Local Contract Review Board, previously authorized the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with DOWL for a not-to-exceed amount of $734,340.

Section 3. 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, an amendment to the Professional Services Agreement with DOWL for the Willamette Water Supply PLM 1.3: Construction Inspection Of City Infrastructure Project (Capital Improvement Project No. 1127) totaling $249,719, which brings the total contract amount of the Professional Services Agreement with DOWL to a not-to-exceed amount of $984,059, which is substantially similar to **Exhibit A** attached hereto.

Section 4. WWSS will reimburse the City of Wilsonville for all costs associated with construction inspection services to be performed by DOWL under this Professional Services Agreement in accordance with the Ground Lease Agreement.

Section 5. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 21 day of July, 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 Cunningham

Councilor Dunwell

Councilor Shevlin

EXHIBITS:

A. Willamette Water Supply PLM 1.3 Construction Inspection Of City Infrastructure Project Second Amendment To Professional Services Agreement

Contract No. 23092-2
CIP No. 1127

CITY OF WILSONVILLE
SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Willamette Water Supply PLM 1.3:
Construction Inspection of City Infrastructure Project

This Second Amendment to Professional Services Agreement ("Second Amendment") is effective on _____ ("Effective Date"), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon ("City"), and **DOWL, LLC,** a Delaware limited liability company ("Consultant"), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with Consultant on November 28, 2022, relating to the Willamette Water Supply PLM 1.3: Construction Inspection of City Infrastructure Project ("Project"); and

WHEREAS, the City entered into a First Amendment to Professional Services Agreement ("First Amendment") with Consultant on November 7, 2024; and

WHEREAS, the City requires additional services which Consultant is capable of providing, under terms and conditions hereinafter described ("Additional Services"); and

WHEREAS, the City and Consultant anticipate that additional time is needed to complete the Services stated in the Agreement and the Additional Services described in this Second Amendment; and

WHEREAS, Consultant 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 Agreement is amended as follows:

Section 1. Term

The term of the Agreement is hereby extended to June 30, 2026.

Section 2. Additional Services to be Provided

Consultant will perform the Additional Services for the Project, as more particularly described in **Exhibit A** attached hereto and incorporated by reference herein, pursuant to all original terms of the Agreement, except as modified herein.

Section 3. Time for Completion of Additional Services

The Additional Services provided by Consultant pursuant to this Second Amendment shall be completed by no later than June 30, 2026.

Section 4. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed TWO HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED NINETEEN DOLLARS ($249,719.00), for performance of the Additional Services ("Second Amendment Compensation Amount") which, when totaled with the Total Compensation Amount from the Agreement, equals a total not-to-exceed amount of NINE HUNDRED EIGHTY-FOUR THOUSAND FIFTY-NINE DOLLARS ($984,059.00) for the performance of the Services and Additional Services ("Total Compensation Amount"). The term "Total Compensation Amount," as defined in the original Agreement, is hereby deleted and replaced with the term "Total Compensation Amount" as defined above. Consultant's estimate of time and materials is attached hereto as **Exhibit B** and incorporated herein by reference.

Section 5. All Other Terms

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

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

CONSULTANT:

DOWL, LLC

By:_____

Print Name:_____

As Its:_____

EIN/Tax I.D. No. 92-0166301

CITY:

CITY OF WILSONVILLE

By:_____

Print Name:_____

As Its:_____

APPROVED AS TO FORM:

By:_____

Name:_____

City of Wilsonville Legal Counsel

#23092-2
/dir/wwsp/inspection/doc/2nd amd psa wwsp constr inspection-dowl (v1).docx

Contract Statement of Work
Delivery Schedule and Summary of Estimate for Services

Willamette Water Supply PLM_1.3 Construction Inspection of City Infrastructure
City Project #1127
Amendment 2

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Scope of Work

The following is a proposed amended scope of work for additional effort required because of the extended project duration.

The Project background is unchanged from the original contract.

Construction Schedule

The Project was originally intended to be substantially complete in fall or early winter 2024. The current schedule shows substantial completion in May of 2026. The project also extended the warranty period from 12-months to 24-months.

TASK 1 PROJECT MANAGEMENT AND COORDINATION

Task 1.1 – Project Management [ADDITIONAL EFFORT]

Consultant shall provide project management for work associated with this Project, including managing Consultant's staff and any subconsultants as needed throughout construction.

Consultant shall communicate with the City's Project Manager the construction status on a regular basis and project issues as concerns arise. Consultant shall also provide quality assurance such that all deliverables have been peer reviewed prior to submittal to the City.

Consultant shall submit monthly invoices; unless no work is performed in a given month. Monthly invoices shall indicate dollars and percent expended during current billing period and total to date per task and subtask. Monthly invoices are on a time and materials basis per task and subtask. Monthly invoices are subject to City review and approval.

Consultant shall prepare monthly progress reports summarizing tasks performed in the previous month by each inspector, hours billed by each inspector, and other general project tasks performed. Monthly progress reports shall also discuss anticipated tasks in the upcoming month of construction.

Task 1.1 Deliverables - Consultant shall provide:

- Monthly invoices.
- Monthly progress reports.

Assumptions for budgeting:

- 9 additional monthly invoices with their associated progress reports will be submitted, taking 1 hour each for the PM and project controller.
- The Project Manager will spend an additional 1.5 hours per week for 9 months (39 weeks) performing this task.
- The Senior Project Manager (SPM) will spend an additional 0.5 hours per week for 9 months.

Task 1.2 – Project Meetings [ADDITIONAL EFFORT]

Consultant shall attend construction meetings occurring both weekly and at non-reoccurring times. Meetings will likely be held at the Construction Management Office in Wilsonville with provisions for online meetings as needed.

Consultant shall document topics discussed at each attended meeting and provide meeting minutes to City staff within two business days if City staff could not attend that meeting, and five business days if City staff did attend.

Assumptions for budgeting:

- 2 consultant staff (PM and inspector) will attend the 1-hour weekly meeting (36 each) plus an additional 10 each 1-hour technical specific project meetings attend by the SPM and PM.

TASK 2 INSPECTION

Task 2.1 – General Inspection and Observation [ADDITIONAL EFFORT]

Consultant shall perform general inspection and observation for all public infrastructure improvements performed by the Prime Contractor, subcontractors, or any other company impacting existing or constructing new public infrastructure. Any inspection or observation shall be documented as part of the Daily Inspection Report.

General inspection and observation will include, but is not limited to:

- Removal and replacement of concrete street panels
- Removal and replacement of asphalt pavement
- Removal and replacement of standard concrete curb and curb and gutter
- Removal and replacement of concrete sidewalk

- Installation of storm facilities, including manholes, pipeline, and curb inlets
- Installation of water distribution pipeline and appurtenances
- Installation of fiber conduit and vaults
- Installation of streetlights
- Assessment of striping and signage and necessary repairs

Task 2.1 Deliverables - Consultant shall provide:

- Electronic copies (PDF) of Daily Inspection Reports, submitted within seven (7) calendar days of performed inspection(s) or observation(s).

Assumptions for budgeting:

- An additional 28 hours per week of general inspection for 39 weeks for a Field Project Representative (FPR) 2.
- An additional 2 hours per week of general inspection for 39 weeks for a FPR 4.

Task 2.2 – Erosion and Sediment Control Inspection and Documentation [ADDITIONAL EFFORT]

Consultant's CESCL-certified inspector shall perform initial, monthly, and final erosion and sediment control (ESC) inspections for all project phases. Inspector to make recommendations for adjustments to ESC BMPs throughout construction as needed. Inspector to make observations on the ESC when onsite and provide that information in their daily report under task 2.1.

Task 2.2 Deliverables - Consultant shall provide:

- Weekly and final ESC inspection reports for all project phases.

Assumptions for budgeting:

- 1 Certified Erosion Sediment Control Lead (CESCL) or FPR staff member will perform an additional 39 weekly site visits, which require 4 hours each for inspection and reporting.
- Senior environmental staff will QC reports before submitting them, 0.5 hours per report.
- CESCL hours are included in this task.

Task 2.3 – Traffic Control Inspection [ADDITIONAL EFFORT]

Consultant shall confirm traffic control device types, counts, and placements match approved project plans. Consultant shall coordinate with Prime Contractor with the adjustment of devices to match approved project plans. Deviation from approved project plans will require approval from applicable City staff.

Task 2.3 Deliverables - Consultant shall provide:

- This task deliverable will be included with Task 2.1 Deliverables.

Assumptions for budgeting:

- 1 consultant staff will spend on average 2 hours per week monitoring traffic control.

Task 2.4 – Curb Ramp Inspection and Documentation [NO CHANGE]

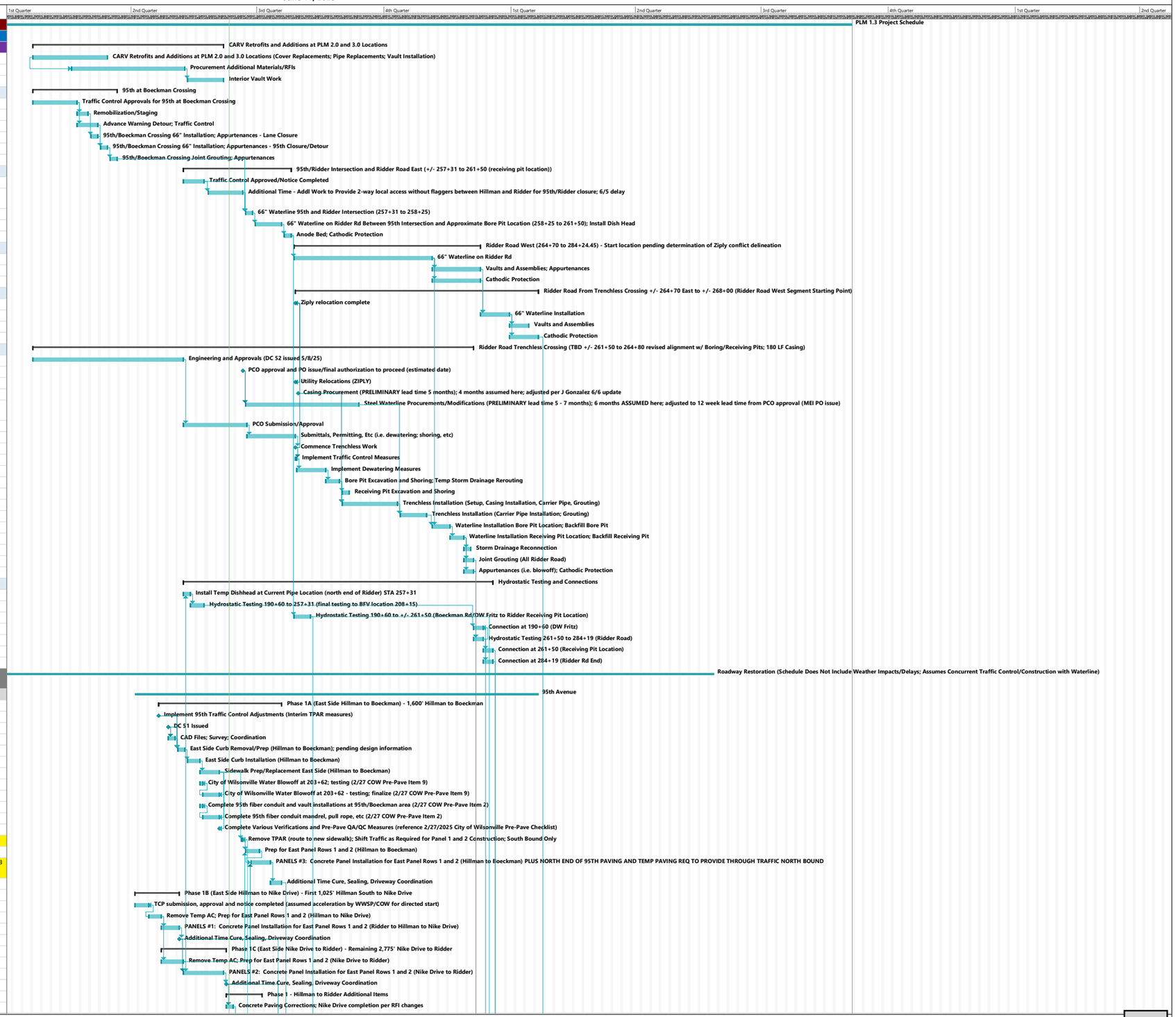
Task 2.5 – Traffic and Pedestrian Signal Improvement Inspections [NO CHANGE]

TASK 3 FIELD TESTED MATERIALS [NO CHANGE]

TASK 4 PROJECT COMPLETION [NO CHANGE]

PLM 1.3
Remaining Pipe Installation and Restoration
Prepared by MEI
June 11, 2025

ID	Task Name	Duration	Start	Finish	Predecessors
1	**PLM 1.3 Project Schedule**				
2	**66" Waterline Activities**				
3	**CARV Retrofits and Additions at PLM 2.0 and 3.0 Locations**	**100 days**	**Mon 1/20/25**	**Fri 6/6/25**	
4	CARV Retrofits and Additions at PLM 2.0 and 3.0 Locations (Cover Replacements; Pipe Replacements; Vault Installation)	40 days	Mon 1/20/25	Fri 3/14/25	
5	Procurement Additional Materials/RFIs	60 days	Mon 2/17/25	Fri 5/9/25	4SS+20 days
6	Interior Vault Work	20 days	Mon 5/12/25	Fri 6/6/25	5
7	**95th at Boeckman Crossing**	**45 days**	**Mon 1/20/25**	**Fri 3/21/25**	
8	Traffic Control Approvals for 95th at Boeckman Crossing	24 days	Mon 1/20/25	Thu 2/20/25	
9	Remobilization/Staging	6 days	Fri 2/21/25	Fri 2/28/25	8
10	Advance Warning Detour; Traffic Control	11 days	Fri 2/21/25	Fri 3/7/25	8
11	95th/Boeckman Crossing 66" Installation; Appurtenances - Lane Closure	5 days	Mon 3/3/25	Fri 3/7/25	9
12	95th/Boeckman Crossing 66" Installation; Appurtenances - 95th Closure/Detour	5 days	Mon 3/10/25	Fri 3/14/25	10,11
13	95th/Boeckman Crossing Joint Grouting; Appurtenances	5 days	Mon 3/17/25	Fri 3/21/25	12
14	**95th/Ridder Intersection and Ridder Road East (+/- 257+31 to 261+50 (receiving pit location))**	**56 days**	**Fri 5/9/25**	**Fri 7/25/25**	
15	Traffic Control Approved/Notice Completed	11 days	Fri 5/9/25	Fri 5/23/25	
16	Additional Time - Addl Work to Provide 2-way local access without flaggers between Hillman and Ridder for 95th/Ridder closure; 6/5 delay	20 days	Tue 5/27/25	Fri 6/20/25	15
17	66" Waterline 95th and Ridder Intersection (257+31 to 258+25)	5 days	Mon 6/23/25	Fri 6/27/25	13,15,16
18	66" Waterline on Ridder Rd Between 95th Intersection and Approximate Bore Pit Location (258+25 to 261+50); Install Dish Head	15 days	Mon 6/30/25	Fri 7/18/25	17
19	Anode Bed; Cathodic Protection	5 days	Mon 7/21/25	Fri 7/25/25	18
20	**Ridder Road West (264+70 to 284+24.45) - Start location pending determination of Ziply conflict delineation**	**97 days**	**Mon 7/28/25**	**Tue 12/9/25**	
21	66" Waterline on Ridder Rd	72 days	Mon 7/28/25	Tue 11/4/25	19
22	Vaults and Assemblies; Appurtenances	25 days	Wed 11/5/25	Tue 12/9/25	21
23	Cathodic Protection	25 days	Wed 11/5/25	Tue 12/9/25	21
24	Ridder Road From Trenchless Crossing +/- 264+70 East to +/- 268+00 (Ridder Road West Segment Starting Point)	126 days	Tue 7/29/25	Tue 1/20/26	
25	Ziply relocation complete	0 days	Tue 7/29/25	Tue 7/29/25	37FF
26	66" Waterline Installation	15 days	Wed 12/10/25	Tue 12/30/25	22,23
27	Vaults and Assemblies	10 days	Wed 12/31/25	Tue 1/13/26	26
28	Cathodic Protection	15 days	Wed 12/31/25	Tue 1/20/26	26
29	**Ridder Road Trenchless Crossing (TBD +/- 261+50 to 264+80 revised alignment w/ Boring/Receiving Pits; 180 LF Casing)**	**229 days**	**Mon 1/20/25**	**Thu 12/4/25**	
30	Engineering and Approvals (DC 52 issued 5/8/25)	79 days	Mon 1/20/25	Thu 5/8/25	
31	PCO approval and PO issue/final authorization to proceed (estimated date)	0 days	Sat 6/21/25	Sat 6/21/25	
32	Utility Relocations (ZIPLY)	0 days	Tue 7/29/25	Tue 7/29/25	25FF
33	Casing Procurement (PRELIMINARY lead time 5 months); 4 months assumed here; adjusted per J Gonzalez 6/6 update	0 days	Thu 7/31/25	Thu 7/31/25	
34	Steel Waterline Procurements/Modifications (PRELIMINARY lead time 5 - 7 months); 6 months ASSUMED here; adjusted to 12 week lead time from PCO approval (MEI PO issue)	60 days	Mon 6/23/25	Fri 9/12/25	31
35	PCO Submission/Approval	32 days	Fri 5/9/25	Mon 6/23/25	30
36	Submittals, Permitting, Etc (i.e. dewatering; shoring, etc)	25 days	Tue 6/24/25	Mon 7/28/25	35
37	Commence Trenchless Work	0 days	Tue 7/29/25	Tue 7/29/25	36
38	Implement Traffic Control Measures	1 day	Tue 7/29/25	Tue 7/29/25	37
39	Implement Dewatering Measures	15 days	Wed 7/30/25	Tue 8/19/25	38
40	Bore Pit Excavation and Shoring; Temp Storm Drainage Rerouting	8 days	Wed 8/20/25	Fri 8/29/25	39
41	Receiving Pit Excavation and Shoring	5 days	Mon 9/1/25	Fri 9/5/25	40
42	Trenchless Installation (Setup, Casing Installation, Carrier Pipe, Grouting)	30 days	Mon 9/1/25	Fri 10/10/25	40,33
43	Trenchless Installation (Carrier Pipe Installation; Grouting)	15 days	Mon 10/13/25	Fri 10/31/25	42,34
44	Waterline Installation Bore Pit Location; Backfill Bore Pit	9 days	Wed 11/5/25	Mon 11/17/25	43,21
45	Waterline Installation Receiving Pit Location; Backfill Receiving Pit	8 days	Tue 11/18/25	Thu 11/27/25	44
46	Storm Drainage Reconnection	3 days	Fri 11/28/25	Tue 12/2/25	45
47	Joint Grouting (All Ridder Road)	5 days	Fri 11/28/25	Thu 12/4/25	45
48	Appurtenances (i.e. blowoff); Cathodic Protection	5 days	Fri 11/28/25	Thu 12/4/25	45
49	**Hydrostatic Testing and Connections**	**160 days**	**Fri 5/9/25**	**Thu 12/18/25**	
50	Install Temp Dishhead at Current Pipe Location (north end of Ridder) STA 257+31	3 days	Fri 5/9/25	Tue 5/13/25	81
51	Hydrostatic Testing 190+60 to 257+31 (final testing to BFV location 208+15)	8 days	Wed 5/14/25	Fri 5/23/25	50
52	Hydrostatic Testing 190+60 to +/- 261+50 (Boeckman Rd/DW Fritz to Ridder Receiving Pit Location)	10 days	Mon 7/28/25	Fri 8/8/25	19
53	Connection at 190+60 (DW Fritz)	5 days	Fri 12/5/25	Thu 12/11/25	51,54FF
54	Hydrostatic Testing 261+50 to 284+19 (Ridder Road)	5 days	Fri 12/5/25	Thu 12/11/25	47,48
55	Connection at 261+50 (Receiving Pit Location)	5 days	Fri 12/12/25	Thu 12/18/25	54
56	Connection at 284+19 (Ridder Rd End)	5 days	Fri 12/12/25	Thu 12/18/25	54
57	**Roadway Restoration (Schedule Does Not Include Weather Impacts/Delays; Assumes Concurrent Traffic Control/Construction with Waterline)**				
58	**95th Avenue**				
59	**Phase 1A (East Side Hillman to Boeckman) - 1,600' Hillman to Boeckman**	**65 days**	**Mon 4/21/25**	**Fri 7/18/25**	
60	Implement 95th Traffic Control Adjustments (Interim TPAR measures)	0 days	Mon 4/21/25	Mon 4/21/25	
61	DC 51 Issued	0 days	Mon 4/28/25	Mon 4/28/25	
62	CAD Files; Survey; Coordination	5 days	Mon 4/28/25	Fri 5/2/25	61
63	East Side Curb Removal/Prep (Hillman to Boeckman); pending design information	5 days	Mon 5/5/25	Fri 5/9/25	60,61,62
64	East Side Curb Installation (Hillman to Boeckman)	7 days	Mon 5/12/25	Tue 5/20/25	63
65	Sidewalk Prep/Replacement East Side (Hillman to Boeckman)	10 days	Wed 5/21/25	Tue 6/3/25	64
66	City of Wilsonville Water Blowoff at 203+62; testing (2/27 COW Pre-Pave Item 9)	2 days	Wed 5/21/25	Fri 5/23/25	67SF
67	City of Wilsonville Water Blowoff at 203+62 - testing; finalize (2/27 COW Pre-Pave Item 9)	8 days	Fri 5/23/25	Tue 6/3/25	65FF
68	Complete 95th fiber conduit and vault installations at 95th/Boeckman area (2/27 COW Pre-Pave Item 2)	2 days	Wed 5/21/25	Fri 5/23/25	69SF
69	Complete 95th fiber conduit mandrel, pull rope, etc (2/27 COW Pre-Pave Item 2)	8 days	Fri 5/23/25	Tue 6/3/25	65FF
70	Complete Various Verifications and Pre-Pave QA/QC Measures (reference 2/27/2025 City of Wilsonville Pre-Pave Checklist)	0 days	Tue 6/3/25	Tue 6/3/25	65FF
71	Remove TPAR (route to new sidewalk); Shift Traffic as Required for Panel 1 and 2 Construction; South Bound Only	1 day	Fri 6/20/25	Fri 6/20/25	65,87FF
72	Prep for East Panel Rows 1 and 2 (Hillman to Boeckman)	8 days	Mon 6/23/25	Wed 7/2/25	71,81
73	PANELS #3: Concrete Panel Installation for East Panel Rows 1 and 2 (Hillman to Boeckman) PLUS NORTH END OF 95TH PAVING AND TEMP PAVING REQ TO PROVIDE THROUGH TRAFFIC NORTH BOUND	10 days	Fri 6/27/25	Thu 7/10/25	72FS-4 days,83
74	Additional Time Cure, Sealing, Driveway Coordination	6 days	Fri 7/11/25	Fri 7/18/25	73
75	**Phase 1B (East Side Hillman to Nike Drive) - First 1,025' Hillman South to Nike Drive**	**22 days**	**Fri 4/4/25**	**Tue 5/6/25**	
76	TCP submission, approval and notice completed (assumed acceleration by WWSP/COW for directed start)	6 days	Fri 4/4/25	Mon 4/14/25	77SF
77	Remove Temp AC; Prep for East Panel Rows 1 and 2 (Hillman to Nike Drive)	7 days	Mon 4/14/25	Tue 4/22/25	
78	PANELS #1: Concrete Panel Installation for East Panel Rows 1 and 2 (Ridder to Hillman to Nike Drive)	9 days	Wed 4/23/25	Mon 5/5/25	77
79	Additional Time Cure, Sealing, Driveway Coordination	0 days	Tue 5/6/25	Tue 5/6/25	78
80	**Phase 1C (East Side Nike Drive to Ridder) - Remaining 2,775' Nike Drive to Ridder**	**33 days**	**Wed 4/23/25**	**Mon 6/9/25**	
81	Remove Temp AC; Prep for East Panel Rows 1 and 2 (Nike Drive to Ridder)	12 days	Wed 4/23/25	Thu 5/8/25	77
82	PANELS #2: Concrete Panel Installation for East Panel Rows 1 and 2 (Nike Drive to Ridder)	21 days	Fri 5/9/25	Fri 6/6/25	81,79
83	Additional Time Cure, Sealing, Driveway Coordination	0 days	Mon 6/9/25	Mon 6/9/25	82
84	**Phase 1 - Hillman to Ridder Additional Items**	**20 days**	**Mon 6/9/25**	**Fri 7/4/25**	
85	Concrete Paving Corrections; Nike Drive completion per RFI changes	5 days	Mon 6/9/25	Fri 6/13/25	83



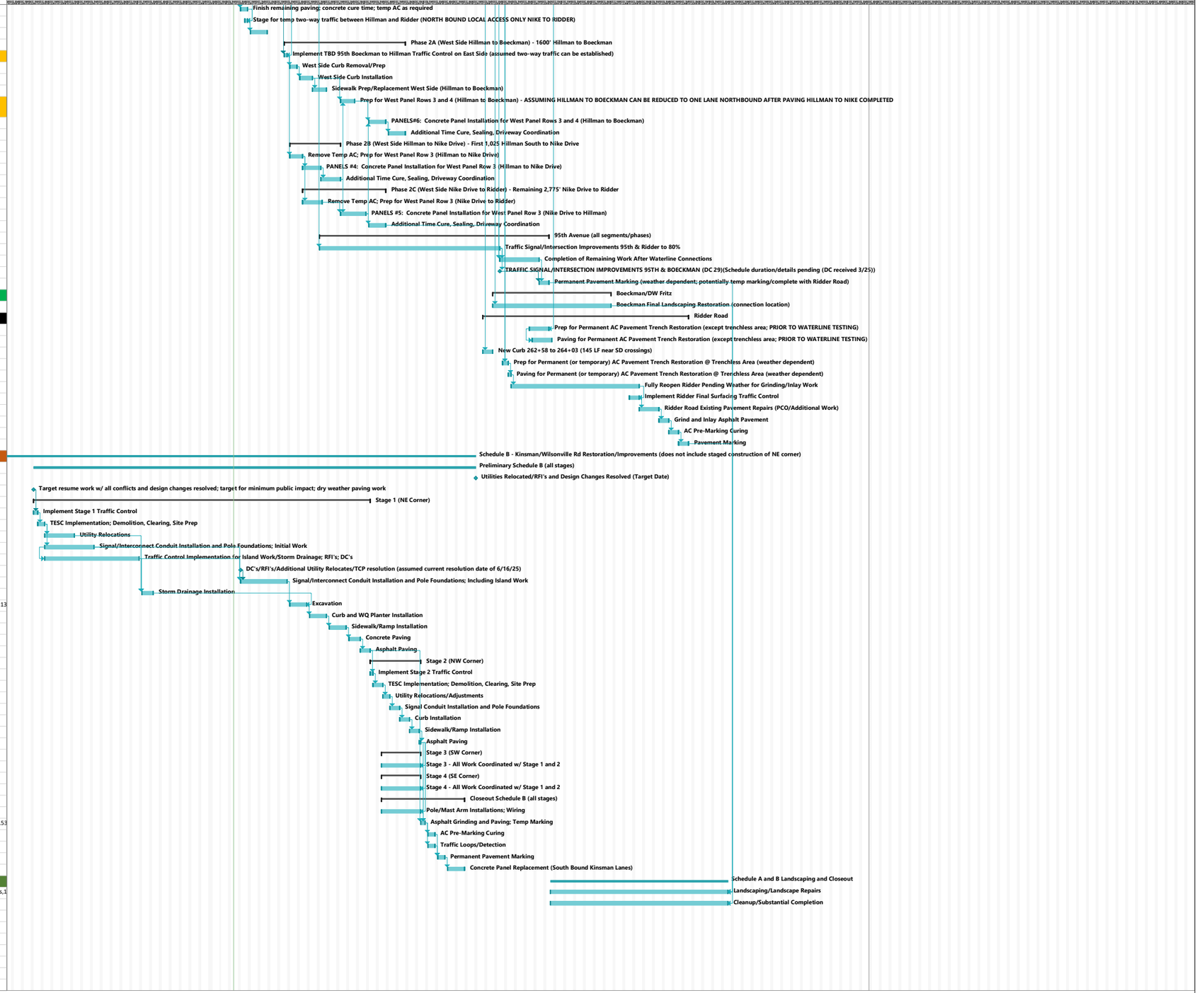
Project: PLM 1.3_Remaining Pip
Date: Wed 6/11/25

Task · Split · Milestone · Summary · Project Summary · Inactive Task · Inactive Milestone · Inactive Summary · Manual Task · Duration-only · Manual Summary Rollup · Manual Summary · Start-only · Finish-only · External Tasks · External Milestone · Deadline · Progress · Manual Progress

RESOLUTION NO. 3206 EXHIBIT A

PLM 1.3
Remaining Pipe Installation and Restoration
Prepared by MEI
June 11, 2025

ID	Task Name	Duration	Start	Finish	Predecessors
86	Finish remaining paving; concrete cure time; temp AC as required	5 days	Mon 6/16/25	Fri 6/20/25	85
87	Stage for temp two-way traffic between Hillman and Ridder (NORTH BOUND LOCAL ACCESS ONLY NIKE TO RIDDER)	2 days	Thu 6/19/25	Fri 6/20/25	86FF
88	Pour and cure remaining 95th concrete at north end to Ridder intersection after pipeline installation in intersection.	10 days	Mon 6/23/25	Fri 7/4/25	87
89	**Phase 2A (West Side Hillman to Boeckman) - 1600' Hillman to Boeckman**	**62 days**	**Thu 7/17/25**	**Fri 10/10/25**	
90	Implement TBD 95th Boeckman to Hillman Traffic Control on East Side (assumed two-way traffic can be established)	2 days	Thu 7/17/25	Fri 7/18/25	74FF,79,83
91	West Side Curb Removal/Prep	5 days	Mon 7/21/25	Fri 7/25/25	90
92	West Side Curb Installation	7 days	Mon 7/28/25	Tue 8/5/25	91
93	Sidewalk Prep/Replacement West Side (Hillman to Boeckman)	8 days	Wed 8/6/25	Fri 8/15/25	92
94	Prep for West Panel Rows 3 and 4 (Hillman to Boeckman) - ASSUMING HILLMAN TO BOECKMAN CAN BE REDUCED TO ONE LANE NORTHBOUND AFTER PAVING HILLMAN TO NIKE COMPLETED	8 days	Tue 8/26/25	Thu 9/4/25	92,100
95	PANELS#6: Concrete Panel Installation for West Panel Rows 3 and 4 (Hillman to Boeckman)	10 days	Mon 9/15/25	Fri 9/26/25	94,103
96	Additional Time Cure, Sealing, Driveway Coordination	10 days	Mon 9/29/25	Fri 10/10/25	95
97	**Phase 2B (West Side Hillman to Nike Drive) - First 1,025 Hillman South to Nike Drive**	**26 days**	**Mon 7/21/25**	**Mon 8/25/25**	
98	Remove Temp AC; Prep for West Panel Row 3 (Hillman to Nike Drive)	7 days	Mon 7/21/25	Tue 7/29/25	90
99	PANELS #4: Concrete Panel Installation for West Panel Row 3 (Hillman to Nike Drive)	9 days	Wed 7/30/25	Mon 8/11/25	98
100	Additional Time Cure, Sealing, Driveway Coordination	10 days	Tue 8/12/25	Mon 8/25/25	99
101	**Phase 2C (West Side Nike Drive to Ridder) - Remaining 2,775' Nike Drive to Ridder**	**43 days**	**Wed 7/30/25**	**Fri 9/26/25**	
102	Remove Temp AC; Prep for West Panel Row 3 (Nike Drive to Ridder)	10 days	Wed 7/30/25	Tue 8/12/25	98
103	PANELS #5: Concrete Panel Installation for West Panel Row 3 (Nike Drive to Hillman)	14 days	Tue 8/26/25	Fri 9/12/25	102,100
104	Additional Time Cure, Sealing, Driveway Coordination	10 days	Mon 9/15/25	Fri 9/26/25	103
105	**95th Avenue (all segments/phases)**	**117 days**	**Mon 8/11/25**	**Tue 1/20/26**	
106	Traffic Signal/Intersection Improvements 95th & Ridder to 80%	92 days	Mon 8/11/25	Tue 12/16/25	52
107	Completion of Remaining Work After Waterline Connections	20 days	Wed 12/17/25	Tue 1/13/26	106,52,104
108	TRAFFIC SIGNAL/INTERSECTION IMPROVEMENTS 95TH & BOECKMAN (DC 29)(Schedule duration/details pending (DC received 3/25))	0 days	Wed 12/17/25	Wed 12/17/25	106
109	Permanent Pavement Marking (weather dependent; potentially temp marking/complete with Ridder Road)	5 days	Wed 1/14/26	Tue 1/20/26	107,108
110	**Boeckman/DW Fritz**	**60 days**	**Fri 12/12/25**	**Thu 3/5/26**	
111	Boeckman Final Landscaping Restoration (connection location)	60 days	Fri 12/12/25	Thu 3/5/26	53
112	**Ridder Road**	**104 days**	**Fri 12/5/25**	**Wed 4/29/26**	
113	Prep for Permanent AC Pavement Trench Restoration (except trenchless area; PRIOR TO WATERLINE TESTING)	10 days	Wed 1/7/26	Tue 1/20/26	28FF
114	Paving for Permanent AC Pavement Trench Restoration (except trenchless area; PRIOR TO WATERLINE TESTING)	10 days	Fri 1/9/26	Thu 1/22/26	113SS+2 days
115	New Curb 262+58 to 264+03 (145 LF near SD crossings)	5 days	Fri 12/5/25	Thu 12/11/25	48
116	Prep for Permanent (or temporary) AC Pavement Trench Restoration @ Trenchless Area (weather dependent)	2 days	Fri 12/19/25	Mon 12/22/25	55,56
117	Paving for Permanent (or temporary) AC Pavement Trench Restoration @ Trenchless Area (weather dependent)	2 days	Tue 12/23/25	Wed 12/24/25	116
118	Fully Reopen Ridder Pending Weather for Grinding/Inlay Work	65 days	Thu 12/25/25	Wed 3/25/26	117
119	Implement Ridder Final Surfacing Traffic Control	5 days	Thu 3/19/26	Wed 3/25/26	118FF
120	Ridder Road Existing Pavement Repairs (PCO/Additional Work)	10 days	Thu 3/26/26	Wed 4/8/26	119
121	Grind and Inlay Asphalt Pavement	5 days	Thu 4/9/26	Wed 4/15/26	120
122	AC Pre-Marking Curing	5 days	Thu 4/16/26	Wed 4/22/26	121
123	Pavement Marking	5 days	Thu 4/23/26	Wed 4/29/26	122
124	**Schedule B - Kinsman/Wilsonville Rd Restoration/Improvements (does not include staged construction of NE corner)**				
125	**Preliminary Schedule B (all stages)**				
126	Utilities Relocated/RFI's and Design Changes Resolved (Target Date)	0 days	Sun 11/30/25	Sun 11/30/25	
127	Target resume work w/ all conflicts and design changes resolved; target for minimum public impact; dry weather paving work	0 days	Mon 1/20/25	Mon 1/20/25	
128	**Stage 1 (NE Corner)**	**171 days**	**Mon 1/20/25**	**Mon 9/15/25**	
129	Implement Stage 1 Traffic Control	3 days	Mon 1/20/25	Wed 1/22/25	127
130	TESC Implementation; Demolition, Clearing, Site Prep	3 days	Thu 1/23/25	Mon 1/27/25	129
131	Utility Relocations	15 days	Tue 1/28/25	Mon 2/17/25	130
132	Signal/Interconnect Conduit Installation and Pole Foundations; Initial Work	25 days	Tue 1/28/25	Mon 3/3/25	130
133	Traffic Control Implementation for Island Work/Storm Drainage; RFI's; DC's	49 days	Tue 1/28/25	Fri 4/4/25	132SS
134	DC's/RFI's/Additional Utility Relocates/TCP resolution (assumed current resolution date of 6/16/25)	0 days	Mon 6/16/25	Mon 6/16/25	
135	Signal/Interconnect Conduit Installation and Pole Foundations; Including Island Work	25 days	Mon 6/16/25	Fri 7/18/25	132,133,134
136	Storm Drainage Installation	6 days	Mon 4/7/25	Mon 4/14/25	132,131,133
137	Excavation	10 days	Mon 7/21/25	Fri 8/1/25	136FF+3 days,13
138	Curb and WQ Planter Installation	10 days	Mon 8/4/25	Fri 8/15/25	137
139	Sidewalk/Ramp Installation	10 days	Mon 8/18/25	Fri 8/29/25	138
140	Concrete Paving	6 days	Mon 9/1/25	Mon 9/8/25	139
141	Asphalt Paving	5 days	Tue 9/9/25	Mon 9/15/25	140
142	**Stage 2 (NW Corner)**	**26 days**	**Tue 9/16/25**	**Tue 10/21/25**	
143	Implement Stage 2 Traffic Control	2 days	Tue 9/16/25	Wed 9/17/25	141
144	TESC Implementation; Demolition, Clearing, Site Prep	5 days	Thu 9/18/25	Wed 9/24/25	143
145	Utility Relocations/Adjustments	3 days	Thu 9/25/25	Mon 9/29/25	144
146	Signal Conduit Installation and Pole Foundations	5 days	Tue 9/30/25	Mon 10/6/25	145
147	Curb Installation	5 days	Tue 10/7/25	Mon 10/13/25	146
148	Sidewalk/Ramp Installation	5 days	Tue 10/14/25	Mon 10/20/25	147
149	Asphalt Paving	1 day	Tue 10/21/25	Tue 10/21/25	148
150	**Stage 3 (SW Corner)**	**20 days**	**Wed 9/24/25**	**Tue 10/21/25**	
151	Stage 3 - All Work Coordinated w/ Stage 1 and 2	20 days	Wed 9/24/25	Tue 10/21/25	149FF
152	**Stage 4 (SE Corner)**	**20 days**	**Wed 9/24/25**	**Tue 10/21/25**	
153	Stage 4 - All Work Coordinated w/ Stage 1 and 2	20 days	Wed 9/24/25	Tue 10/21/25	149FF
154	**Closeout Schedule B (all stages)**	**43 days**	**Wed 9/24/25**	**Fri 11/21/25**	
155	Pole/Mast Arm Installations; Wiring	20 days	Wed 9/24/25	Tue 10/21/25	149FF
156	Asphalt Grinding and Paving; Temp Marking	3 days	Wed 10/22/25	Fri 10/24/25	141,149,151,153
157	AC Pre-Marking Curing	5 days	Mon 10/27/25	Fri 10/31/25	156
158	Traffic Loops/Detection	5 days	Mon 10/27/25	Fri 10/31/25	156
159	Permanent Pavement Marking	5 days	Mon 11/3/25	Fri 11/7/25	157,158
160	Concrete Panel Replacement (South Bound Kinsman Lanes)	10 days	Mon 11/10/25	Fri 11/21/25	159
161	**Schedule A and B Landscaping and Closeout**				
162	Landscaping/Landscape Repairs	90 days	Thu 1/22/26	Wed 5/27/26	109FF+20 days,1
163	Cleanup/Substantial Completion	90 days	Thu 1/22/26	Wed 5/27/26	162FF
164					
165	**SCHEDULE NOTES**				
166	Schedule does not represent MEI concurrence with time or sequencing. Schedule based on dates/durations per 4/2/25 email.				
167	Schedule does not include allowances for weather constraints/delays				
168	Schedule does not include contingencies for unforeseen delays that may include design, design changes, approvals, utility reloca				
169	Schedule assumes timely approval of traffic control configurations required for scheduled sequencing and durations.				
170	DC 29 work not included in schedule at this time.				



DOWL, LLC.
CITY OF WILSONVILLE

WWSP PLM_1.3 CONSTRUCTION INSPECTION OF CITY INFASTRUCTURE
Fee Proposal
Amendment 1

June 25, 2025
DOWL Project 2647.80449.00

	TASK	Senior Manager II	Project Manager IV	Field Project Representative IV	Environmental Specialist VIII	Environmental Specialist I	Field Project Representative II	Project Assistant I	TOTAL HOURS	TOTAL DOWL $	Sub 1	Sub 2	Sub 3	TASK BUDGET
TASK 1	**Project Management and Coordination**													
1.1	Project Management	20	39					9	68	$ 14,934.00	$0	$0	$0	$14,934
1.2	Project Meetings	10	46				36		92	$ 17,912.00	$0	$0	$0	$17,912
	Task Subtotal	**30**	**85**	**0**	**0**	**0**	**36**	**9**	**160**	**$32,846.00**	**$0.00**	**$0.00**	**$0.00**	**$32,846**
TASK 2	**Inspection**													
2.1	General Inspection and Observation			78			1092	15	1185	$ 177,471.00	$0	$0	$0	$177,471
2.2	Erosion and Sediment Control Inspection and Documentation				20	156			176	$ 24,496.00	$0	$0	$0	$24,496
2.3	Traffic Control Inspection						78		78	$ 11,466.00	$0	$0	$0	$11,466
	Task Subtotal	**0**	**0**	**78**	**20**	**156**	**1170**	**15**	**1439**	**$213,433.00**	**$0.00**	**$0.00**	**$0.00**	**$213,433**
TASK 3	**Field Tested Materials**													
	Task Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$0.00**	**$0**
TASK 4	**Project Completion**													
	Task Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$0.00**	**$0**
	TOTAL HOURS	**30**	**85**	**78**	**20**	**156**	**1206**	**24**	**1599**					
											Expenses	Expenses	Expenses	Sub Expense Total
	AVERAGE HOURLY RATES	$273.00	$215.00	$194.00	$242.00	$126.00	$147.00	$121.00			$0.00	$0.00	$0.00	**$0**
	TOTAL LABOR ESTIMATE	$8,190	$18,275	$15,132	$4,840	$19,656	$177,282	$2,904		**$246,279.00**	**$0.00**	**$0.00**	**$0.00**	**$246,279**
													DOWL BASE EXPENSES =	**$3,440**
													DOWL BASE LABOR COSTS =	**$246,279**
													SUBCONSULTANT 5% MARK-UP =	**$0**
													Total Estimated Non-Contingency Costs =	**$249,719**

TOTAL ESTIMATED PROJECT COST (Base and Contingency) =	**$249,719**

CITY COUNCIL MEETING
STAFF REPORT

Meeting Date: July 21, 2025	**Subject: Resolution No. 3207** A Resolution of the City of Wilsonville Approving Master Professional Services Agreements for On-Call Engineering Services and Related Services **Staff Member:** Amanda Guile-Hinman, City Attorney **Department:** Legal
Action Required	**Advisory Board/Commission Recommendation**
☒ Motion ☐ Public Hearing Date: ☐ Ordinance 1st Reading Date: ☐ Ordinance 2nd Reading Date: ☒ Resolution ☐ Information or Direction ☐ Information Only ☐ Council Direction ☒ Consent Agenda	☐ Approval ☐ Denial ☐ None Forwarded ☒ 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:	
☐Council Goals/Priorities:	☐Adopted Master Plan(s): ☒Not Applicable

ISSUE BEFORE COUNCIL:
Whether to approve a slate of consultants to provide on-call engineering and related services on an as-needed basis.

EXECUTIVE SUMMARY:

Since 2015, the City of Wilsonville ("City") periodically undertakes a formal, competitive procurement process to procure multi-year on-call engineering services and related services on an as-needed basis. The formal procurement process results in the City executing master professional services agreements with a number of qualified professionals to provide one or more of several categories of engineering and related services on an as-needed basis through task orders under the agreement(s).

On April 11, 2025, the City published a formal request for proposals for seventeen (17) categories of on-call engineering services and related services. The categories of services sought are listed below:

Category #	Engineering Services
1.1	General Civil Project Planning and Engineering
1.2	Land Surveying Services
1.3	Soils and Geotechnical Engineering
1.4	Transportation Planning Services
	Related Services
2.1	Inspection Services
2.2	Material Testing Services
2.3	Environmental Support Services
2.4	Transportation Systems Analysis
2.5	Telecommunications Network Design Support Services
2.6	Structural Design Support Services
2.7	Electrical Design Support Services
2.8	Mechanical Design Support Services
2.9	Plumbing Design Support Services
2.10	Land Use Planning Services
2.11	Architectural Services
2.12	Landscape Architecture Services
2.13	Economic Development Services

From the proposals submitted, the City selected thirty-five (35) consultants to perform, on an as-needed basis, one or more of the seventeen (17) categories of professional services.

To ensure that the on-call services are not utilized for larger capital projects, task order(s) for any one project cannot exceed a total aggregate cost of $250,000, the limit of the City's administrative authority to approve contracts. However, the payments issued pursuant to any

particular master professional services agreement may exceed $250,000 through several different projects, which, when exceeded, will require Council's authorization under the City's local public contracting regulations. Staff recommend proactive, preemptive approval of all the master professional services agreements with the selected consultants ensure that no task orders are executed without appropriate approvals and that the task orders can be efficiently executed.

The template master professional services agreement is attached as Exhibit A to Resolution No. 3207, and must be substantially similar to the agreement that all selected consultants must execute with the City.

EXPECTED RESULTS:
Efficient procurement of professional services of qualified entities on an as-needed basis through task orders under a master professional services agreement, while ensuring compliance with state and local public contracting regulations.

TIMELINE:
The master professional services agreements will be effective for one fiscal year, through June 30, 2026, with the City's option to renew twice, each for an additional one fiscal year, and thus, potentially expiring June 30, 2028.

CURRENT YEAR BUDGET IMPACTS
Any use of a master professional services agreement will be for a project approved through the budget process.

COMMUNITY INVOLVEMENT PROCESS:
City staff complied with Oregon public contracting requirements for advertising the request for proposals for on-call engineering services and related services.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:
Having on-call contracts in place allows the City to efficiently and nimbly respond to project needs, saving staff time (project management/department and legal time) and costs associated with undertaking procurement processes for smaller projects.

ALTERNATIVES:
Undertake procurement processes for each individual project.

CITY MANAGER COMMENT:
N/A

ATTACHMENTS:
1. Resolution No. 3207
    A. Master Professional Services Agreement Template

RESOLUTION NO. 3207

A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING MASTER PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CIVIL ENGINEERING SERVICES AND RELATED SERVICES.

WHEREAS, since 2015, the City of Wilsonville ("City") periodically undertakes a formal, competitive procurement process to procure multi-year on-call engineering services and related services to provide professional services on an as-needed basis; and

WHEREAS, the City utilizes the resulting master professional services agreements to efficiently procure the professional services of qualified entities on an as-needed basis through task orders under the agreement(s); and

WHEREAS, on April 11, 2025, the City published a formal request for proposals for on-call engineering services and related services; and

WHEREAS, from the proposals submitted, the City selected thirty-five (35) consultants to perform, on an as-needed basis, one or more of the seventeen (17) categories of professional services; and

WHEREAS, a project task order under a master professional services agreement cannot exceed $250,000, the limit of the City's administrative authority to approve contracts.

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

Section 1. Findings. The above recitals and the staff report accompanying this Resolution constitute the findings of the City Council as if fully set forth herein.

Section 2. The City Council of the City of Wilsonville, acting as the Local Contract Review Board, approves a Master Professional Services Agreement with each of the following entities, which agreement must be substantially similar to **Exhibit A** attached hereto:

1) 3J Consulting Inc.
2) Alta Planning + Design, Inc.
3) Brown & Caldwell, Inc.
4) Carollo Engineers, Inc.
5) Central Geotechnical Services, LLC (d/b/a Central Engineering Services)
6) Century West Engineering Corporation

7) Certerra Northwest, LLC
8) Clair Company, Inc.
9) Columbia West Engineering, Inc.
10) DKS Associates, Inc.
11) DOWL, LLC
12) Economic Consultants Oregon, Ltd (d/b/a ECONorthwest)
13) Greenworks, P.C.
14) Geotechnical Resources, Inc. (d/b/a GRI)
15) Haley & Aldrich, Inc.
16) Harper Houf Peterson Righellis, Inc. (d/b/a HHPR)
17) Jacobs Engineering Group Inc.
18) Keller Associates, Inc.
19) Kittleson & Associates, Inc.
20) Mackenzie Engineering Inc.
21) Mayer/Reed, Inc.
22) Pacific Community Design, Inc.
23) Pacific Habitat Services, Inc.
24) Peterson Structural Engineers, Inc.
25) Professional Service Industries, Inc.
26) R & W Engineering, Inc.
27) RH2 Engineering, Inc.
28) S&F Land Services, LLC
29) Shannon & Wilson, Inc.
30) Tiberius Solutions LLC
31) Wallis Engineering, PLLC
32) Westlake Consultants, Inc.
33) Winterowd & Brooks, LLC (d/b/a Winterbrook Planning)

34) Water Systems Consulting, Inc.

35) WSP USA Inc.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 21st day of July, 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 Cunningham

Councilor Dunwell

Councilor Shevlin

EXHIBITS:

A. Master Professional Services Agreement Template

CITY OF WILSONVILLE
MASTER PROFESSIONAL SERVICES AGREEMENT
ON-CALL CIVIL ENGINEERING AND RELATED SERVICES

This On-Call Civil Engineering and Related Services Master Professional Services Agreement ("Agreement") is made and entered into on _____ ("Effective Date") by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the "City"), and _____, a(n) _____ *[corporation/LLC]* (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, the City requires on-call civil engineering and related 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; and

WHEREAS, this Contract is a permissive cooperative procurement pursuant to ORS 279A.215 (i.e., other contracting agencies may establish contracts or price agreements under the terms, conditions, and prices of this contract).

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 Services

The City is periodically in need of a variety of civil engineering and related consulting services, some of which may be on short notice. Consultant agrees to be available and to perform periodic on-call services, as more particularly described in the general Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein (respectively, the "Services" and the "Scope of Services"). Each time a Service is ordered, Consultant will be provided with an on-call Task Order to complete and sign, the form of which is attached hereto as **Exhibit B**. All Services contemplated under this Agreement will be on projects directly funded by the City of Wilsonville and where no federal funds are involved. Each Task Order will be sequentially numbered and signed by both parties. No work will begin until both parties have signed the Task Order.

Section 2. Term

The term of this Agreement shall be from the Effective Date until June 30, 2026 (the "Term"). The Term may be extended, at the City's option, for the periods July 1, 2026 to June 30, 2027, and July 1, 2027 to June 30, 2028. More than one Consultant will be awarded an on-call contract to perform Services needed and there is no guarantee of any minimum amount of work or compensation under this Agreement.

Section 3. Rates/Services Scope

3.1. The maximum compensation amount ("Compensation Amount") for On-Call Services for the Term and for each subsequent renewal is solely at the discretion of the City of Wilsonville. Each Task Order, or the sum of multiple Task Orders for the same project, is limited to a maximum value of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), irrespective of whether these Services are performed in the initial or subsequent Term renewal. On-Call Services will be provided on a time and materials basis, in accordance with the Rate Schedule set forth on **Exhibit C**. If Consultant charges for travel time, the amount charged for travel time or any mileage charged for travel time shall only be paid as set forth on **Exhibit C**. Otherwise, the Rates on **Exhibit C** 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 all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT). The Rate Schedule may be renegotiated no more than once per calendar year. If the City and Consultant cannot agree on the Rate Schedule for the next year, this Agreement will terminate.

3.2. Consultant will be paid for a Service upon satisfactory completion of the corresponding Task Order and within thirty (30) days of receipt of an itemized invoice, 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.

3.3. The Budgeted Amount is for all On-Call Services performed under this Agreement and those contracts the City may have with other on-call consultants, if any.

Section 4. Project Managers

The City's Project Manager is Zach Weigel. Consultant's Project Manager is _____. Consultant shall only take direction from the Project Manager unless otherwise stated in the Task Order.

Section 5. Project Information

No information, news, or press releases related to the Scope of Services, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 6. 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 Scope of Services, 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 must 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 7. Subconsultants and Assignments

7.1. Except as identified as named subconsultants and for which Rate Schedules are provided in advance and approved by the City Project Manager for a specific Task Order, Consultant must not subcontract with others for any of the Services prescribed herein, assign this Agreement, or 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. Any attempted assignment of this Agreement without the written consent of the City will be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant are not subject to additional reimbursement by the City.

7.2. The City has the right to enter into other agreements for the project, to be coordinated with this Agreement. Consultant must 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 must 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.

Section 8. Consultant Is Independent Contractor

Except as otherwise mandated by state law, the performance of Services under this Agreement is at Consultant's sole risk. All damages or loss to Services, equipment, or materials incurred during the performance of the Services shall be at Consultant's sole risk. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 3** 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. Consultant hereby represents that no subconsultants will be used on the Services unless first preapproved, in writing, by the City.

Section 9. Consultant Responsibilities

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

9.2. Consultant must comply with all applicable Oregon and federal wage and hour laws. Some Task Orders may be issued in conjunction with a public works project, subject to ORS 279C.800 to 279C.870, to which the Bureau of Labor and Industries (BOLI) prevailing wage requirements apply. In such cases where the Services being performed include labor (performed either by Consultant's own employees or any subcontractor or subconsultant) that is subject to payment of prevailing wages, Consultant must adhere to the requirements of ORS 279C.838 and 279C.840, when applicable. Information on Oregon BOLI wage requirements for this project, if applicable, are those published by the Oregon Bureau of Labor and Industries (BOLI), entitled "Prevailing Wage Rates for Public Works Contracts," effective January 5, 2025, and all subsequent amendments, and can currently be found at the following website address, which will be subject to update quarterly: http://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx. If and when applicable, Consultant and any subconsultant or subcontractor shall file a certificate of wage rate as required by ORS 279C.845. Consultant may be liable to covered workers for failure to pay the required prevailing wage, including fringe benefits, under ORS 279C.840(5). Consultant must include a contract provision in compliance with this paragraph in every subcontract. Consultant must 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 must 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 are Consultant's responsibility. Unless otherwise expressly set forth on **Exhibit C** as a reimbursable expense item, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's Compensation Amount is based.

9.3. No person shall be discriminated against by Consultant or any subconsultant 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 will be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. Consultant must comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the implementation of the Services.

Consultant must have a City or Metro business license. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the implementation of the Services: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

9.4. Consultant shall make payment promptly, as due, to all parties supplying to such Consultant labor or material for the prosecution of the Services provided for in this Agreement.

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

9.6. With certain exceptions listed below, Consultant must not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person must be paid at least time and a half for:

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

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

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

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

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

9.9. Consultant, and all employers working under the Agreement, are subject employers under the Oregon Workers Compensation Law and must comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

9.10. In the performance of this Agreement, Consultant must comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Agreement, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Consultant encounters a condition not referred to in its bid document, not caused by Consultant and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Consultant shall have all the rights and obligations set forth in ORS 279C.525.

9.11. Consultant will be liable for any fine imposed against Consultant, the City, or the Services as a result of a violation of any laws or permitting requirements by Consultant or any suppliers.

9.12. Consultant must maintain and provide proof of a statutory public works bond, when applicable, to be determined based on the Task Order.

9.13. Consultant will work cooperatively with other consultants who may be working on the same project and other consultants working on other on-call services for the City.

Section 10. Contract Requirements Applicable to All Task Orders

10.1. All Services must comply in every respect with City and State building code requirements, City of Wilsonville Public Works Standards, and all applicable Oregon laws.

10.2. Consultant must have and maintain all licenses as may be necessary or required for the performance of the Services.

10.3. If there are any questions regarding the Services to be done, it will be the responsibility of Consultant to contact the City's Project Manager and request clarification before proceeding.

10.4. In the event of accidental property damage, it will be Consultant's responsibility to return the property to its original condition, at no cost to the City.

Section 11. Indemnity

11.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, reimburse, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions,

errors, or willful or reckless misconduct pursuant to this Agreement; the negligent acts, omissions, errors, or willful or reckless misconduct of any subcontractor or subconsultant hired by Consultant; all costs incident to Consultant's hiring of assistants or employees; 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 Services 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 11.2**. 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.

11.2. 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, will 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 or within the prescribed timeframe.

Section 12. Insurance

12.1. 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. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant must provide at least the following minimum limits and coverages at all times during performance of this Agreement:

12.1.1. Commercial General Liability Insurance. Consultant must obtain, at Consultant's expense, and keep in effect during the Term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **$2,000,000** for each occurrence and **$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **$2,000,000** per occurrence; 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.

12.1.2. 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 must maintain this insurance for damages that result from the 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.

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

12.1.4. Workers Compensation Insurance. Consultant and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law must 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.

12.1.5. Insurance Carrier Rating. Coverages provided by Consultant 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.

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

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

12.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant is responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between the City and Consultant for which Consultant has obtained insurance, the maximum amount that may be withheld by the City for all such claims shall be no more than the amount of the applicable insurance deductible. 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 13. Early Termination; Default

13.1. This Agreement may be terminated for convenience at any time by the City. Upon such termination, Consultant will be paid to complete any Services in process and, thereafter, this Agreement shall be deemed terminated.

13.2. This Agreement may also be terminated if Consultant breaches this Agreement and fails to immediately cure the breach within ten (10) days of receipt of written notice of the breach from the City.

13.3. 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.

13.4. 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.

Section 14. Survival

Termination under **Section 13** shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. In particular, Sections 9.11, 10.4, 11, 17, and 18 will survive the expiration of the Term or termination of this Contract under **Section 13**. Consultant shall surrender to the City items of work, or portions thereof, for which Consultant has received payment or the City has made payment.

Section 15. 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. 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 16. Contract Modification

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

Section 17. Notices

Any notice required or permitted under this Agreement must be in writing and must 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: Zach Weigel, City Engineer
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: _____
Attn: _____
_____
_____

Section 18. Miscellaneous Provisions

18.1. Integration. This Agreement, including all exhibits attached hereto, along with each executed Task Order between the City and Consultant, is deemed to be the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. Further, the recitals to this Agreement are incorporated into and shall constitute part

of this Agreement. In case of conflict among these or any other documents, the provisions of this Agreement will control, and the terms most favorable to the City, within the City's sole discretion, will apply.

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

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

18.4. Adherence to Law. In the performance of this Agreement, Consultant must adhere to all applicable federal, state, and local laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

_____

By:_____

Name:_____

As Its:_____

EIN/Tax I.D. No. _____

CITY:

CITY OF WILSONVILLE

By:_____

Name:_____

As Its:_____

APPROVED AS TO FORM:

By:_____

Name:_____

City of Wilsonville Legal Counsel

#25374-0
civil engineering/2025-29/doc/mpsa~bid (st2).docx

Exhibit A

MPSA-2025-XXX

GENERAL SCOPE OF SERVICES

Consultant has been selected as qualified to provide the following On-Call Civil Engineering and Related Services in the following general categories:

1. Category X.X: [Category Title from RFP Attachment A]

2. Category X.X: [Category Title from RFP Attachment A]

3. etc.

The general Scope of Services for ***On Call Civil Engineering and Related Services for Agreement MPSA–2025-XXX*** includes any combination of the activities described herein and applies only to work directed and contracted for by City of Wilsonville personnel and performed on applicable City of Wilsonville projects. "Services" or "Work" on Wilsonville's projects may include a combination of field and office activities, as generally listed below:

1. Engineering and project management services associated with assigned Task Orders.
2. Technical engineering assistance, reviews, designs, calculations, and evaluations, as identified on individual Task Orders.
3. Field activities and services, including construction observation and oversight, as identified on individual Task Orders and as directed by the City Project Manager.
4. Administrative services associated with accumulating, reviewing, organizing, copying, filing (electronic), and transmitting documentation and other records and deliverables associated with the performance of individual Task Orders.
5. Any additional project closeout services or post-closeout services necessary, as identified on individual Task Orders.

All Services shall be performed by persons qualified and experienced in the particular work task to be conducted and shall be performed by, or under the direction of, an appropriate licensed or certified professional in the State of Oregon.

All Services shall be performed and invoiced on a Time and Materials basis according to the Agreement terms and the Rate Schedule attached as **Exhibit C**, unless modified, in writing, by a specific Task Order. The Agreement and this general Scope of Services do not guarantee any particular level of work and do not preclude the City from separately contracting for the same or similar services with other consultants.

Task Order:

In general, detailed instructions for the specific Services to be provided by the Consultant will be documented by the City in the form of a sequentially numbered Task Order (see **Exhibit B**), which must be signed by both parties before the Services commence. The Task Order will be created through negotiations with the Consultant and will include a Task-specific schedule and a Task-specific Not-to-Exceed cost. Additions or deletions to a Task Order that are identified subsequent to execution of the Task Order will be processed as set forth in the Agreement.

For all Services or work performed, the Consultant shall submit a hard copy written summary to the Project Manager, documenting the specific technical details of the activities conducted. Other hard copy and electronic deliverables, such as Technical Memoranda, spreadsheets, calculations, computer output files, drawings, and/or other files shall be identified in individual Task Orders.

Exhibit B

MPSA-2025-XXX

TASK ORDER #___

On-Call Civil Engineering and Related Services
(No Federal Funds)

DATE:_____ City Reference #:_____

This Task Order is executed pursuant to a Master Professional Services Agreement for **On-Call Civil Engineering and Related Services** ("Agreement"), by and between XXXXXXX (Consultant) and the City of Wilsonville (City), dated _____, 2025. All Terms and Conditions of the Agreement shall remain in full force and effect during performance of this Task Order, except as otherwise specifically identified below:

_____

_____

(Describe any exception, if any, or indicate Not Applicable)

Scope of Services

Consultant shall perform all of the Tasks as attached hereto as Exhibit 1 on a Time and Materials Not-to-Exceed basis, according to Consultant's Rate Schedule attached to the Agreement and the Task-Specific cost proposal, attached hereto. The Total Task Order Not-to-Exceed Price is $_____. Per Oregon Public Contracting law, the value of services under this Task Order, plus any previous or continuing services for the same project, shall not exceed $250,000.

Term

This Task Order commences on the date shown above, and must be completed on or before _____, 20___. All Services shall be completed by said date, unless extended by the parties, in writing.

Consultant	**City of Wilsonville**
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title

Exhibit C

MPSA-2025-XXX

RATE SCHEDULE

[Placeholder]

CITY COUNCIL MINUTES

June 16, 2025, at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

DRAFT

CALL TO ORDER

1. Pledge of Allegiance

2. Roll Call

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, June 16, 2025. The Mayor called the meeting to order at 7:00 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
Bill Evans, Communications & Marketing Manager
Bryan Cosgrove, City Manager
Jeanna Troha, Assistant City Manager
Jim Cartan, Environmental Specialist
Kerry Rappold, Natural Resources Manager
Kimberly Veliz, City Recorder
Zoe Mombert, Assistant to the City Manager

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

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

Motion made by Councilor Berry Seconded by Councilor Shevlin.

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

Vote: Motion carried 5-0.

MAYOR'S BUSINESS

4. Upcoming Meetings

The Mayor began by congratulating recent graduates.

The Mayor then mentioned attending the Pride celebration on June 7, 2025.

The Mayor recalled he attended several meetings and events with local area elected officials and community members. He provided a written list of these meetings which have been added to the record. In addition, the Mayor submitted a written list detailing the legislative testimony and updates, this report has also been added to the record.

COMMUNICATIONS

5. Republic Services Update

Cindy Rogers, Municipal Relationship Manager and Travis Comfort, Municipal Contract Administrator of Republic Services displayed a PowerPoint which was added to the record. The presentation provided an overview of Oregon legislation that was in process pertaining to waste and recycling collection. The duo summarized changes occurring within the industry to ensure compliance with the Recycling Modernization Act as well as the timeline for those changes.

In closing, Republic Services staff reminded the audience of the upcoming Bulky Waste Day event scheduled for June 21, 2025.

Council questions and comments followed the presentation.

6. Stormwater Stewards Recognition Program

Kerry Rappold, Natural Resources Manager and Jim Cartan, Environmental Specialist the PowerPoint shown has been added to the record.

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 comments:

William (Bill) McClelland	Ginger Finch	Rosemary Ricken
Tristan Roland	Bill Bagnall	

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

7. Council President Berry

The Council President reported on the following items:

- Red Cross Wildfire Presentation on June 3, 2025
- Tourism Promotion Committee Meeting on June 4, 2025
- Oregon Tech IDEAfest on June 4, 2025
- Pride Celebration & Mural Reception on June 7, 2025
- Clackamas County Coordinating Committee (C4) Metro Subcommittee Meeting on June 11, 2025
- Korean War Remembrance Ceremony on June 28, 2025
- Independence Day on July 4, 2025
- Laser Light Show on July 4, 2025

8. Councilor Dunwell

Councilor Dunwell wished everyone a happy 249th Fourth of July and emphasized the importance of remembering shared immigrant heritage. The Councilor also addressed concerns about fireworks, reminding the audience of the fireworks ordinance and encouraging neighbor-to-neighbor conversations for compliance. Councilor Dunwell stressed the importance of being vigilant due to dry conditions and the risk of fires.

9. Councilor Cunningham

Councilor Cunningham reported on the following topics:

- Water Provider Consortium Meeting on June 4, 2025
- Bulky Waste Day on June 21, 2025
- State High School Trap Tournament on June 21 – 22, 2025

10. Councilor Shevlin

Councilor Shevlin reported on the following items:

- Pride Celebration & Mural Reception on June 7, 2025
- Diversity, Equity and Inclusion (DEI) Committee Juneteenth Event on June 19, 2025
- City Offices closed on June 19, 2025, in observance of the Juneteenth holiday.
- Immigration Month observed June 2025
- DEI Speaker Series: Immigrant Heritage Month on June 26, 2025
- Disability Pride Month observed July 2025
- Meetings with community members, ongoing

CONSENT AGENDA

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

11. **Resolution No. 3202**
    A Resolution Of The City Of Wilsonville Authorizing Procurement For Peer Support Services As A Pilot Project Pursuant To ORS 279B.075.

12. Minutes of June 2, 2025, City Council Meeting.

Motion: Moved to adopt the Consent Agenda.

Motion made by Councilor Berry Seconded by Councilor Cunningham.

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 No. 898 into the record on second reading.

13. **Ordinance No. 898**
    An Ordinance Of The City Of Wilsonville Adopting The 2025-2045 Housing Needs And Capacity Analysis As A Sub-Element Of The Comprehensive Plan And Related Comprehensive Plan Text Amendments.

The Mayor read the second reading script.

There was no further input from staff or Councilors.

The Mayor then requested a motion on Ordinance No. 898.

Motion: Moved to approve Ordinance No. 898 .

Motion made by Councilor Berry Seconded by Councilor Shevlin.

Voting Yea:
Mayor Fitzgerald, Councilor Berry, Councilor Dunwell, Councilor Cunningham, Councilor Shevlin

Vote: Motion carried 5-0.

PUBLIC HEARING

There was none.

CITY MANAGER'S BUSINESS

The City Manager provided two updates:

- The new Public/Government Affairs Director had been hired with a start date of June 30, 2025.
- The City Manager informed the council that he would be out of the office from Wednesday, June 18, 2025, through the following Monday, June 23, 2025.

LEGAL BUSINESS

The City Attorney stated dates in July 2025 that she would be out office but noted she would remain accessible if needed.

ADJOURN

The Mayor adjourned the City Council meeting at 8:16 p.m.

Respectfully submitted,

_____
Kimberly Veliz, City Recorder

ATTEST:

_____
Shawn O'Neil, Mayor

CITY COUNCIL MEETING
STAFF REPORT

Meeting Date: July 21, 2025	**Subject: Ordinance No. 899** – *1st Reading* Climate Friendly and Equitable Communities (CFEC) Parking Development Code Amendments **Staff Member:** Daniel Pauly, Planning Manager **Department:** Community Development
Action Required	**Advisory Board/Commission Recommendation**
☒ Motion ☒ Public Hearing Date: July 21, 2025 ☒ Ordinance 1st Reading Date: July 21, 2025 ☒ Ordinance 2nd Reading Date: August 4, 2025 ☐ Resolution ☐ Information or Direction ☐ Information Only ☐ Council Direction ☐ Consent Agenda	☒ Approval ☐ Denial ☐ None Forwarded ☐ Not Applicable **Comments:** During a public hearing on June 11, 2025, Planning Commission unanimously recommended adoption of the proposed Development Code amendments.
Staff Recommendation: Adopt the proposed Development Code amendments consistent with the Planning Commission recommendation.	
Recommended Language for Motion: I move to adopt Ordinance No. 899 on first reading.	
Project / Issue Relates To:	
☐Council Goals/Priorities:	☐Adopted Master Plan(s): ☒Not Applicable Required by State law

ISSUE BEFORE COUNCIL

Consideration of approval of the Climate Friendly and Equitable Communities (CFEC) Parking Development Code Amendments.

EXECUTIVE SUMMARY:

The CFEC Parking Compliance and Standards Reform Project is primarily driven by the State's Climate Friendly and Equitable Communities (CFEC) Program. On March 10, 2022, Governor Kate Brown issued Executive Order 20-04, directing state agencies to take action to reduce climate pollution. This order was issued in response to Oregon's failure to meet its climate pollution reduction targets, including a 2007 legislative goal to cut statewide emissions by 75% by 2050. In alignment with this directive, the Oregon Land Conservation and Development Commission (LCDC) developed and adopted updates to the state's transportation and land use planning administrative rules (OARs). These updated OARs—and the requirement for local governments to comply with them—form the foundation of the CFEC Program.

Among the key requirements of CFEC is parking reform, as outlined in OAR 660-012-0400 through 660-012-0450. These CFEC Parking Rules are designed to eliminate or significantly reduce minimum parking requirements in local development codes. The State of Oregon found that such requirements often lead to an oversupply of parking, which contributes to inefficient land use, reduced walkability, and increased greenhouse gas emissions from vehicle use.

The CFEC Parking Rules are being implemented in two phases, referred to by the State as "**Parking A**" and "**Parking B**." The **Parking A** rules are already in effect and currently override Wilsonville's existing Development Code. The City has been applying these rules in practice, even before formally updating its code. The most significant impact of the **Parking A** rules in Wilsonville is the transit proximity provision, which eliminates minimum parking requirements in areas well-served by transit—defined as within ¼ mile of the most frequent bus service or within ½ mile of a rail transit stop. This provision applies to much of the city, including key areas such as Frog Pond and Town Center. The primary areas not covered include Charbonneau, the western two-thirds of Villebois, and the industrial zones in northwest Wilsonville.

The **Parking B** rules require additional policy decisions and Development Code amendments that the City has not yet completed. Addressing these requirements has been the focus of the current project. While the original State deadline for compliance was June 30, 2023, the City requested and received an extension to June 30, 2025. Although the extension was granted due to staffing constraints, it has also allowed the City to observe how neighboring jurisdictions are implementing the rules and to monitor the outcome of legal challenges. The courts have upheld the rules, and no further appeals are possible.

Parking B requires the City to (1) select one of three options for reforming minimum parking requirements, and (2) implement enhanced design standards for parking areas, such as tree canopy requirements. The chosen option for minimum parking reform will apply only to areas not already exempt under the Parking A transit proximity rule—specifically Charbonneau, the western two-thirds of Villebois, and the industrial zones in northwest Wilsonville. In contrast, the design regulation improvements will apply citywide.

The table below summarizes how each of the **Parking B** options would affect different areas of Wilsonville.

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	• Able to enforce parking minimums Implement at least two of the following: • 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 • Tax revenue from parking spaces • Flexible commute benefit for more than 50 employees	• Able to enforce parking minimums Implement all of the following: • 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

Following staff analysis, a public open house, and discussions at Planning Commission and City Council work sessions , the City has chosen Option 1 to comply with the **Parking B** minimum parking standards. This decision is based on several key considerations:

- **Citywide Consistency:** Option 1 ensures uniform regulations across Wilsonville, avoiding the complexity of applying different standards to a small subset of the city.
- **Comparable Outcomes:** Options 2 and 3 are unlikely to result in significantly different parking outcomes for a couple of primary reasons. First, the residential areas that would be subject to Options 2 or 3, particularly Villebois and Charbonneau, are largely built out and not expected to undergo major redevelopment in the foreseeable future. Additionally, for residential areas, all options are subject to the same Parking A rule limiting residential parking requirements to no more than one space per unit and affordable housing and small units (under 750 square feet) are exempt from minimum parking requirements. Second, while the industrial areas on the northeast edge of the City have substantial development capacity, industrial developments tend to exceed minimum parking requirements due to market and financing expectations, limiting any impact of City minimum parking requirements. For example:

    - The recently approved Parkworks Campus expansion, located within a transit proximity exemption area, proposed 262 parking spaces—well above the 191 that would have been required without the exemption.
    - The new Precision Countertops headquarters in the Coffee Creek industrial area required 61 spaces and proposed 71.
- **Administrative Efficiency:** Options 2 and 3 also introduce additional regulatory and administrative burdens. Implementing unbundled parking would require significant staff time for community education and enforcement. A parking revenue tax would necessitate new administrative systems. Option 3's requirement for a parking management district would further increase staffing needs for oversight, enforcement, and operations.

In addition to amending the Development Code to incorporate the Parking A requirements and the City's selected Parking B option, CFEC also requires citywide climate-friendly parking lot design standards. Key components of these design standards include:

- Removing barriers to the redevelopment of underutilized parking areas;
- Implementing "EV Ready" infrastructure requirements;
- Reducing parking maximums for certain land uses;
- Updating bicycle parking standards; and
- Revising tree canopy requirements, including provisions that allow solar panels as a partial alternative to tree coverage.

Conclusion:
The project team has prepared Development Code amendments that reflect the input received to date, including policy direction from City Council at the most recent work session on this topic, and the necessary policy changes to comply with State law (Exhibit A to Attachment 1). The project team has also prepared a Findings Report supporting the adoption of the Development Code amendments by City Council, including findings regarding compliance with the CFEC Rules (Exhibit B to Attachment 1). The Planning Commission duly considered the proposed amendments and unanimously recommend approval to City Council (Exhibit C to Attachment 1).

EXPECTED RESULTS:
Adoption of the CFEC Parking Development Code amendments.

TIMELINE:
Following the City Council's hearing and first reading on July 21, a second reading is scheduled for August 4. If adopted, the Development Code amendments will take effect on September 3, 2025.

Due to scheduling constraints, the City Council will adopt the Parking B reforms after the June 30, 2025, State deadline. While the Planning Commission took final action on June 11, the Council's calendar and the required 30-day effective period mean the reforms will not take effect until September 3, 2025.

The Department of Land Conservation and Development (DLCD) has advised that the most

restrictive state rules will apply during this interim period extending from July 1, 2025 to September 2, 2025. However, staff anticipates minimal risk, as no development applications are expected that would be significantly impacted by the differences between the current City Code and the State Rules.

Staff anticipate most, if not all, applications during this time would fall under Parking A no-minimums provisions due to transit proximity meaning applications can be processed the same as they have been since Parking A rules came into effect. Even if an application not subject to Parking A is submitted, the risk remains low. The proposed City Code closely aligns with the State Rules, with the primary difference being clarity and ease of use. During the interim developers would need to provide findings responding to the applicable administrative rules rather than the more streamlined City Code.

CURRENT YEAR BUDGET IMPACTS:
Consultant work and a vast majority of City staff time was during fiscal year 2024-25. There is minimal staff time for final adoption during the current fiscal year which is covered by the Planning Division budget.

COMMUNITY INVOLVEMENT PROCESS:
In addition to public hearings, the Planning Commission and City Council held public work sessions. A public open house was also held on March 20, 2025, to inform the community about the project and gather input on the proposed code updates. An Outreach Report can be found in the Record that includes more information on the input received during the public survey and public open house (Exhibit C to Attachment 1).

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:
Promotes more efficient land use and helps reduce climate impacts, improving the health and resiliency of the community. Compliance also ensures clearer development standards and eliminates confusion caused by City Code provisions that are currently superseded by conflicting State regulations.

ALTERNATIVES:
While options for complying with certain State rules are limited, the City has carefully explored available alternatives to ensure the Development Code updates are thoughtfully tailored to Wilsonville's unique context.

ATTACHMENTS:
1. Ordinance No. 899
    A. Proposed Development Code Amendments – June 2025
    B. Findings Report
    C. Planning Commission No. LP25-0002 and Record

ORDINANCE NO. 899

AN ORDINANCE OF THE CITY OF WILSONVILLE ADOPTING THE CLIMATE FRIENDLY AND EQUITABLE COMMUNITIES (CFEC) PARKING COMPLIANCE DEVELOPMENT CODE AMENDMENTS.

WHEREAS, the Climate Friendly and Equitable Communities (CFEC) Parking Compliance and Standards Reform Project is driven by the State of Oregon's CFEC Program; and

WHEREAS, on March 10, 2022, Governor Kate Brown issued Executive Order 20-04, directing state agencies to take action to reduce climate pollution in response to Oregon's failure to meet its legislatively adopted goal of reducing statewide emissions by 75% by 2050; and

WHEREAS, in alignment with this directive, the Oregon Land Conservation and Development Commission (LCDC) adopted updates to the State's transportation and land use planning administrative rules (OARs), which form the foundation of the CFEC Program and require local government compliance; and

WHEREAS, among the key requirements of the CFEC Program are the parking reforms outlined in Oregon Administrative Rules (OAR or "Rules") 660-012-0400 through 660-012-0450, which aim to eliminate or significantly reduce minimum parking requirements in local development codes due to their contribution to inefficient land use, reduced walkability, and increased greenhouse gas emissions; and

WHEREAS, the project seeks to update the Development Code to align with the parking Rules; and

WHEREAS, the City has selected Option 1 for minimum parking reform under OAR 660-012-0400 through 0450, which will apply only to areas not already exempt under the transit proximity rule (OAR 660-012-0430 and 0440); and

WHEREAS, the proposed Development Code amendments include parking design standards required by the Rules—including tree canopy requirements, EV readiness, bicycle parking updates, and parking lot redevelopment flexibility—and will apply citywide; and

WHEREAS, to gather public input, the project team conducted public work sessions, hosted a public open house, and conducted an online survey; and

WHEREAS, the Planning Commission held four public work sessions, and the City Council held two public work sessions to review and provide input on the project; and

WHEREAS, required notice of a public hearing has been provided to a list of interested parties and interested agencies, published in the *Wilsonville Spokesman*, posted on the City's website, and posted in a variety of public areas in City buildings, all in accordance with the public hearing and notice procedures that are set forth in Sections 4.012 and 4.197 of the Wilsonville Code; and

WHEREAS, following the timely mailing, posting, and publication of the required notice, the Planning Commission conducted a public hearing on June 11, 2025, to review the proposed Development Code amendments, and to gather additional testimony and evidence regarding the proposed amendments, and thereafter deliberated and voted to approve Resolution No. LP25-0002 recommending adoption to the City Council; and

WHEREAS, a copy of the record of the aforementioned Planning Commission action and recommendation is marked Exhibit C, attached hereto and incorporated by reference herein; and

WHEREAS, following the Planning Commission public hearing, the Planning Director forwarded the recommended Comprehensive Plan amendments onto the City Council, along with a Staff Report and attachments, in accordance with the public hearing and notice procedures that are set forth in Sections 4.008, 4.012 and 4.197 of the Wilsonville Code; and,

WHEREAS, the City Council, after public hearing notices advertised in printed media, emailed, and posted in several locations throughout the City and on the City website, held a public hearing on July 21, 2025, to review the proposed Development Code amendments, and to gather additional evidence and testimony regarding the proposed actions; and

WHEREAS, the City Council afforded all interested parties an opportunity to be heard on the subject and has entered all available evidence and testimony into the public record of its proceeding; and

WHEREAS, the City Council duly considered the Planning Commission recommendation, and all the exhibits and testimony introduced and offered by all interested parties.

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

Section 1. Findings. The above-recited findings are adopted and incorporated herein, including the findings attached hereto as Exhibit B, and the findings and conclusions of Resolution No. LP25-0002, its staff report, and public record attached hereto as Exhibit C and incorporated herein. The City Council further finds and concludes that the adoption of the Development Code amendments is necessary for the good of the public of the municipality as described in Exhibit C.

Section 2. The Development Code (Chapter 4 of the Wilsonville City Code) is hereby amended as shown in Exhibit A.

Section 3. The City Recorder and other City staff designated by the City Recorder is hereby authorized to make numbering edits, capitalization edits, formatting edits, and other grammatical edits, not changing the meaning of the text, prudent in their judgement to incorporate the amendments into the City Code and ensure they correlate with existing code text, definitions, and numbering.

Section 4. Effective Date. This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED by the Wilsonville City Council at a regular meeting thereof this 21st day of July, 2025, and scheduled the second reading on August 4, 2025, commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

_____

Kimberly Veliz, MMC, City Recorder

ENACTED by the City Council on the 4th day of August, 2025, by the following votes:

Yes: _____ No: _____

_____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 4th day of August 2025.

_____

Shawn O'Neil, Mayor

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Dunwell

Councilor Shevlin

EXHIBITS:

A. Proposed Development Code Amendments – June 2025
B. Findings Report
C. Planning Commission Resolution No. LP25-0002 and Record

CFEC Parking Development Code Amendments

June 4, 2025

Development Code Language

The full text of all proposed code updates is provided below.

Proposed new language is **bolded and underlined**

Proposed deleted language is ~~stricken~~

Language that has been skipped is indicated by […]

Section 4.001. Definitions

[…]

97. Charging Station: a device or facility for delivering electricity for motor vehicles that use electricity for propulsion that is accessible to a vehicle parked in a nearby space.

[…]

Section 4.030. - Jurisdiction and Powers of Planning Director and Community Development Director

[…]

D. Administrative Relief: In issuing the permits in subsection "B," above, the Planning Director may grant limited relief in cases of hardship. The Director shall follow the Class II—Administrative Approval procedures to determine whether administrative relief shall be granted. If the Director receives a complete application, along with the required filing fee, and the request involves only the expansion or reduction by not more than 20 percent of one or more quantifiable provisions of yard, area, **or** lot dimension~~, or parking requirements~~ of the zone, the Director may approve the application, based upon findings of fact supported by evidence in the record. The Variance procedures and standards specified in Section 4.196 shall be used in determining whether administrative relief shall be granted.

[…]

~~Section 4.113. Standards Applying to Residential Developments in any Zone~~

~~[…]~~

~~(.05) *Off Street Parking.* Off-street parking shall **may** be provided as specified in Section 4.155.~~

[…]

Section 4.118. - Standards Applying to all Planned Development Zones.

[…]

(.03) Notwithstanding the provisions of Section 4.140 to the contrary, the Development Review Board, in order to implement the purposes and objectives of Section 4.140, and based on findings of fact supported by the record may:

A. Waive the following typical development standards:

[…]

10. Minimum number of ~~parking or~~ loading spaces;

[…]

Section 4.125. - V—Village Zone

[…]

(.05) *Development Standards Applying to All Developments in the Village Zone.* In addition to other applicable provisions of the Wilsonville Planning and Land Development Ordinance, all development in the Village zone shall be subject to Tables V-1 through V-4, and to the following. If there is a conflict between the provisions of the Village zone and other portions of the Code, then the provisions of this section shall apply.

Table V-1: Development Standards

[…]

7 The garage setback from alley shall be between 3 and 5 foot or, when as optional parking space is located between the garage and the alley, shall be ~~16 ft. minimum, or~~ 18 ft. minimum ~~if driveway will serve as required parking~~. Lots with important trees, as identified in the Master Plan, or grade differences at the alley, affecting garage location shall be exempt from this requirement.

[…]

(.07) *General Regulations—Off-Street Parking, Loading and Bicycle Parking.* Except as required by Subsections (A) through (D), below, the requirements of Section 4.155 shall apply within the Village zone.

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[…]

B. ~~*Minimum and Maximum*~~ *Off-Street Parking Requirements:*

1. Table V-2, Off-Street Parking Requirements, below, shall be used to determine the ~~minimum and~~ maximum parking standards **and bicycle parking standards** for noted land uses. The ~~minimum~~ **maximum** number of required parking spaces shown in Table V-2 shall be determined by rounding to the nearest whole parking space. ~~For example, a use containing 500 square feet, in an area where the standard is one space for each 400 square feet of floor area, is required to provide one off-street parking space. If the same use contained more than 600 square feet, a second parking space would be required.~~

~~2. Minimum parking requirements may be met by dedicated off-site parking, including surfaced parking areas and parking structures.~~

~~3. Except for detached single-family dwellings and middle housing, on-street parking spaces, directly adjoining and on the same side of the street as the subject property, may be counted towards meeting the minimum off-street parking requirements.~~

~~4. Minimum parking requirements may be reduced under the following conditions:~~

~~a. When complimentary, shared parking availability can be demonstrated, or;~~

~~b. Bicycle parking may substitute for up to 25 percent of required Mixed-Use or Multi-Family Residential parking. For every five non-required bicycle parking spaces that meet the short or long-term bicycle parking standards, the motor vehicle parking requirement for compact spaces may be reduced by one space.~~

Table V-2: Off Street Parking Requirements

Permitted or Conditional Use	~~**Min. Vehicle Spaces**~~	**Max. Vehicle Spaces**	**Bicycle Short-term (Spaces)**	**Bicycle Long-term (Spaces)**
Permitted Uses				
Single-Family Detached Dwellings	~~1.0/DU~~	NR	NR	NR

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Table V-2: Off Street Parking Requirements				
Permitted or Conditional Use	**~~Min. Vehicle Spaces~~**	**Max. Vehicle Spaces**	**Bicycle Short-term (Spaces)**	**Bicycle Long-term (Spaces)**
Single-Family Accessory Dwelling Units	~~NR~~	NR	NR	NR
Middle Housing [2]	~~1.0/DU~~	NR	NR	NR
Multi-Family Dwellings	~~1.0/1 Bdr~~ ~~1.5/2 Bdr~~ ~~1.75/3 Bdr~~	**1.2 spaces/studio unit and 2 spaces/non-studio unit**	1 per 20 units Min. of 2	1 per 4 units Min. of 2
Community Housing	~~1 per 4 residents~~	1 per unit	NR	1 per 8 residents Min. of 2
Commercial Uses				
Convenience Store	~~2/1,000 sf~~	5/1,000 sf	1 per 5,000 sf Min. of 2	1 per 12,000 sf Min. of 2
Restaurant/Pub	~~2/1,000 sf~~	10/1,000 sf	1 per 5,000 sf Min. of 2	1 per 12,000 sf Min. of 2

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Table V-2: Off Street Parking Requirements				
Permitted or Conditional Use	~~**Min. Vehicle Spaces**~~	**Max. Vehicle Spaces**	**Bicycle Short-term (Spaces)**	**Bicycle Long-term (Spaces)**
Child Day Care	~~0.2 per student/staff~~	0.3 per student/staff	None	1 per 10,000 sf Min. of 2
Medical/Dental	~~3/1,000 sf~~	4/1,000 sf	1 per 40,000 sf Min. of 2	1 per 70,000 sf Min. of 2
All other commercial uses	~~2/1,000 sf~~	4/1,000 sf	1 per 10,000 sf Min. of 2	1 per 40,000 sf Min. of 2
Conditional Uses				
Schools	~~0.2 per student/staff~~	0.3 per student/staff	0.3 per student/staff	0.2 per classroom
Recreational Facilities	~~3/1000 sf~~ [1]	5/1,000 sf [1]	1 per 3,000 sf Min. of 4	1 per 3,000 sf Min. of 4
Conference Center	~~0.3 per seat~~	0.5 per seat	1 per 15 seats Min. of 2	1 per 40 seats Min. of 10

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Table V-2: Off Street Parking Requirements

Permitted or Conditional Use	~~Min. Vehicle Spaces~~	Max. Vehicle Spaces	Bicycle Short-term (Spaces)	Bicycle Long-term (Spaces)
Library/Museum	~~2/1,000 sf~~	4/1,000 sf	1 per 1,000 sf Min. of 6	1 per 1,000 sf Min. of 6
Religious Institution	~~.25 per seat~~	.5 per seat	1 per 2,000 sf Min. of 2	1 per 4,000 sf Min. of 2
Theater	~~.25 per seat~~	.5 per seat	1 per 20 seats Min. of 2	1 per 50 seats Min. of 4
Overnight Lodging Facility	~~1 per room~~	1.5 per room	1 per 20 rooms Min. of 2	1 per 20 rooms Min. of 2
Light Manufacturing/Research and Development	~~2/1000 sf~~	4/1000 sf	1 per 10,000 sf Min. of 2	1 per 40,000 sf Min. of 2
All other Conditional Uses	~~2/1000 sf~~	4/1000 sf	1 per 10,000 sf Min. of 2	1 per 40,000 sf Min. of 2

NR No requirement

[…]

(.23) Redevelopment to Add Middle Housing Units: For lots previously developed with at least one residential unit in the Village Zone, the following standards apply for adding additional residential units. This includes replacement of residential structures, adding new residential structures, expanding existing residential structures, or adding units within a residential structure without expanding the structure.

[…] D. *Parking:* ~~Parking shall be provided~~ **Any parking provided** shall be consistent with Table V-2 and other related provisions of Section 4.125.

Section 4.134. - Coffee Creek Industrial Design Overlay District

[…]

Table CC-3: Site Design […]	
4. Parking Location and Design	
General	Unless noted otherwise below, the following provisions apply: • Section 4.155 (03) ~~Minimum and Maximum~~ Off-Street Parking Requirements • Section 4.155 (04) Bicycle Parking • Section 4.155 (06) Carpool and Vanpool Parking Requirements • Section 4.176 for Parking Perimeter Screening and Landscaping—permits the parking landscaping and screening standards as multiple options The following Development Standards are adjustable: • Parking Location and Extent: up to 20 spaces permitted on an Addressing Street

Section 4.155. - General Regulations—Parking, Loading and Bicycle Parking.

[…]

(.02) *General Provisions*

A. ~~The~~ **When off-street parking is provided, the** provision and maintenance of **the** off-street parking spaces is a continuing obligation of the property owner. The standards set forth herein shall be considered by the Development Review Board as minimum criteria.

B. No area shall be considered a parking space unless it can be shown that the area is accessible and usable for that purpose, and has maneuvering area for the vehicles, as determined by the Planning Director.

~~C. In cases of enlargement of a building or a change of use from that existing on the effective date of this Code, the number of parking spaces required shall be based on the additional floor area of the enlarged or additional building, or changed use, as set forth in this Section. Current development standards, including parking area landscaping and screening, shall apply only to the additional approved parking area.~~

~~D~~**C**. ~~In the event several uses occupy a single structure or lot, the total requirement for off-street parking shall be~~ **When calculating vehicle parking maximums or bicycle parking requirements in Table 5 for a development with multiple uses,** the sum of the requirements of the several uses computed separately~~, except as modified by subsection "E," below. Within the TC Zone, the cumulative number of parking spaces required by this subsection may be reduced by 25 percent. the requirement shall be the sum of the requirements of the several uses computed separately~~.

~~E.~~ **D. To minimize land dedicated to parking, o**~~O~~wners of two or more uses, structures, or lots may **and are encouraged to** utilize jointly the same parking area..

~~F. Off-street parking spaces existing prior to the effective date of this Code may be included in the amount necessary to meet the requirements in case of subsequent enlargement of the building or use to which such spaces are necessary.~~

~~G. *Off-Site Parking.* Except for single-family dwellings and middle housing, the vehicle parking spaces required by this Chapter may be located on another lot, provided the lot is within 500 feet of the use it serves and the DRB has approved the off-site parking through the Land Use Review. The distance from the parking area to the use shall be measured from the nearest parking space to the main building entrance, following a sidewalk or other pedestrian route. Within the TC Zone there is no maximum distance to an off-site location provided the off-site parking is located within the TC Zone. The right to use the off-site parking must be evidenced in the form of recorded deeds, easements, leases, or contracts securing full and permanent access to such parking areas for all the parties jointly using them. Within the TC zone, there is no maximum distance to an off-site location provided the off-site parking is located within the TC Zone.~~

~~H.~~ **E.** The conducting of any business activity shall not be permitted ~~on the required~~ in parking **areas** ~~spaces~~, unless a temporary use permit is approved pursuant to Section 4.163.

F. Redevelopment of existing parking areas to other uses is allowed. Redevelopment is encouraged. When reviewing redevelopment of existing parking areas, the Planning Director or Development Review Board shall not deny an application based on the subject area's previous designation to meet minimum vehicle parking

requirements, or that a use previously approved subject to minimum parking requirements would fall below those previously applied minimum parking requirements with the redevelopment.

~~I.~~ **G.** Where the boundary of a parking lot adjoins or is within a residential district, such parking lot shall be screened by a sight-obscuring fence or planting. The screening shall be continuous along that boundary and shall be at least six feet in height.

~~J.~~ **H.** Parking spaces along the boundaries of a parking lot over 650 square feet in area, excluding access areas, shall be provided with a sturdy bumper guard or curb at least six inches high and located far enough within the boundary to prevent any portion of a car within the lot from extending over the property line or interfering with required screening or sidewalks.

~~K.~~ **I.** All areas used for parking and maneuvering of cars shall be surfaced with asphalt, concrete, or other surface, such as pervious materials (i. e. pavers, concrete, asphalt) that is found by the City's authorized representative to be suitable for the purpose. In all cases, suitable drainage, meeting standards set by the City's authorized representative shall be provided.

~~L.~~ **J.** Artificial lighting which may be provided shall be so limited or deflected as not to shine into adjoining structures or into the eyes of passers-by.

~~M. Off-street parking requirements for types of uses and structures not specifically listed in this Code shall be determined by the Development Review Board if an application is pending before the Board. Otherwise, the requirements shall be specified by the Planning Director, based upon consideration of comparable uses.~~

~~N.~~ **K.** Up to 40 percent of the off-street spaces may be compact car spaces as identified in Section 4.001 - "Definitions~~,~~" ~~and~~ shall be appropriately identified.

~~O.~~ **L.** Where off-street parking areas are designed for motor vehicles to overhang beyond curbs, planting areas adjacent to said curbs shall be increased to a minimum of seven feet in depth. This standard shall apply to a double row of parking, the net effect of which shall be to create a planted area that is a minimum of seven feet in depth.

~~P.~~ **M.** Parklets are permitted within the TC Zone on up to two parking spaces per block and shall be placed in front of the business. Placement of parklet requires a temporary right-of-way use permit and approval by the City Engineer.

~~Q~~ **N**. Residential garages shall ~~not count towards minimum parking requirements unless~~ meet all of the following criteria ~~are met~~:

1. The garage contains an area, clear of any obstructions, equal to a standard size parking space (nine feet by 18 feet) for each ~~counted~~ parking space within the garage;

2. Nine square feet is provided either in the garage or in a screened area of the lot per container provided by the franchise hauler (solid waste, recycling, yard debris, etc.) to ensure they are not placed in the parking spaces **unless garbage and recycling is provided in an approved enclosure approved pursuant to Wilsonville Development Code**;

~~3. A deed restriction is placed on the property requiring the space stay clear except for identified exceptions such as 30 days before and after a change of tenant or an equivalent restriction within the development's CC&R's;~~

~~R.~~ **N.** Public sidewalks, public sidewalk easements or other public non-vehicle pedestrian easement areas shall not be counted towards the area of parking spaces or used for parking.

~~S.~~ **O.** Shared visitor parking in certain residential areas:

1. In order to provide visitor parking in non-multi-family residential areas with limited parking, lot size and/or required open space may be reduced equal to the area of standard-sized parking spaces as described in 2. below if all the following criteria are met:

   a. Ten percent or more of lots in the development do not have at least one adjacent on-street parking space that is at least 22 feet long.

   b. Shared parking spaces are within 250 feet of a lot without an on-street parking space.

   c. Shared parking spaces will be owned by an HOA and have enforceable covenants in place to ensure spaces are managed for visitor parking and not storage of extra vehicles or overflow parking of residents. This may include time limits on parking, limits on overnight parking, or other similar limits.

2. When shared visitor parking is provided that meets the standards of 1. above, lot size or open space area for the development may be reduced as provided below. The same visitor parking spaces cannot be used to reduce both lot size and open space area. To achieve both reductions, adequate visitor parking space must be provided to offset both lot size and open space area reductions.

   a. Individual lot size may be reduced by up to 2.5 percent of the minimum lot size for the zone to allow an equal area to be developed as shared parking, as long as the shared parking space is within 250 feet of the reduced lot.

   b. Open space required under Subsection 4.113 (.01) may be reduced by up to 2.5 percent of gross development area (from 25 percent down to as low as 22.5 percent) to allow an area equal to the reduced open space as shared parking. No more than 50 percent of the reduced open space area may be from the required usable open space. In the RN

zone, the ten percent Open Space requirement for Small-Lot Subdistrict may be reduced to eight percent.

c. In order to reduce stormwater runoff and the need for stormwater facilities, shared visitor parking areas are encouraged to be constructed of pervious surfaces.

(.03) ~~*Minimum and Maximum*~~ *Off-Street Parking Requirements:*

~~[...]~~

B. Parking areas over 650 square feet, excluding access areas, and loading or delivery areas shall be landscaped to minimize the visual dominance of the parking or loading area, as follows:

1. **General Landscaping Requirements:** ~~Landscaping of at least ten percent of the parking area designed to be screened from view from the public right-of-way and adjacent properties.~~

- At least 10% of each parking area shall be landscaped to ensure it is screened from view from the public right-of-way and adjacent properties.
- This landscaping shall ~~be considered to be part of~~ **count towards** the 15 percent total landscaping required in Section 4.176.03 for the site development.

~~2. Landscape tree planting areas shall be a minimum of eight feet in width and length and spaced every eight parking spaces or an equivalent aggregated amount.~~

~~a. Trees shall be planted in a ratio of one tree per eight parking spaces or fraction thereof, except in parking areas of more than 200 spaces where a ratio of one tree per six spaces shall be applied as noted in subsection [4.155](.03)B.3. A landscape design that includes trees planted in areas based on an aggregated number of parking spaces must provide all area calculations.~~

2. Tree Planting Requirements:

a. Ratios:

- **For parking areas with fewer than 40 spaces, one tree shall be planted for every eight parking spaces.**
- **For parking areas with 40 or more spaces, one tree shall be planted for every six parking spaces, except as reduced under the Solar Panel Installation Option described in d. below.**

b. Calculation:

- **When calculating the required number of trees based on the ratios in a., any non-whole number shall be rounded up to the nearest whole number.**

c. Landscape Tree Planting Areas:

i. Each landscape tree planting area shall have a minimum dimension of eight feet in both width and length, or provide an equivalent soil volume within the top 36 inches.

1. Root barriers must be installed for any hard surfaces located within eight feet of the center of the tree trunk.

ii. **Planting areas shall be evenly spaced throughout the planting area (e.g., every 6 or 8 parking spaces depending on the ratio in a.). Planting areas are considered spaced evenly when:**

- **90 percent of parking spaces are within five parking spaces of a tree; and**
- **the parking area has one 64 square-foot or greater planting area for every 6 or 8 parking spaces, depending on the ratio in a.**

d. Solar Panel Installation Option:

- **For parking areas with 40 spaces or more, a developer may choose to exempt up to 25 percent of the parking spaces from the calculation of the ratio in a. by installing a prescribed amount of on-site solar panels as follows:**

  i. **For each 0.5 kilowatt of generation capacity of on-site solar panels, one parking space may be exempted from the calculation of the ratio in a.**

e. Tree Planting Location and Shading Requirements:

i. **Required trees may be planted within the parking area or the perimeter, provided that a minimum percentage of the canopy dripline of mature perimeter trees can be expected to shade or overlap the parking area, as follows:**

- **For parking areas with less than 40 spaces, 30 percent.**
- **For parking areas with 40 spaces or more not utilizing the Solar Panel Installation Option in d. above, 40 percent.**
- **For parking areas with 40 spaces utilizing the Solar Panel Installation Option in d. above, 40 percent minus 0.4 percent for each percent of parking spaces exempted from the tree-to-parking-space ratio due to solar panel installation (e.g., if a 150-space parking area has 15 parking spaces exempted, which is 10 percent of the parking spaces, the shading requirement percentage would be 36 percent).**

~~b~~**f. Clearance for Parking Trees:**

- Except for trees planted for screening, all deciduous interior parking ~~lot~~ **area** trees must be suitably sized, located, and maintained to provide a branching minimum of seven feet clearance at maturity.

~~f~~**g. Stormwater Integration:**

~~Where topography and slope condition permit, the landscape buffer parking lot landscaping shall integrate parking lot stormwater treatment in bioswales and related plantings~~

- **While integration of stormwater facilities into the parking area landscaping is encouraged, required parking lot trees shall not be placed in stormwater facilities designed for future soil media replacement.**

~~Use of berms or drainage swales are allowed provided that planting areas with lower grade are constructed so that they are protected from vehicle maneuvers. Drainage swales shall be constructed to Public Works Standards~~

3. Coordination of Landscaping with Sign Plans:~~In addition to the application requirements of section 4.035(.04)6.d., where~~

- **Where** view of signs is pertinent to landscape design, any approved or planned sign plan shall accompany the application for landscape design approval.

~~3~~**4**. **Additional Design Standards for Large Parking Areas:**

- Due to their large amount of impervious surface, new development with parking areas of more than 200 spaces that are located in any zone, and that may be viewed from the public right-of-way, shall ~~be landscaped to~~ **meet** the following additional standards:

~~a. One trees shall be planted per six parking spaces or fraction thereof. At least 25 percent of the required trees must be planted in the interior of the parking area.~~

~~b. Required trees may be planted within the parking area or the perimeter, provided that a minimum of 40 percent of the canopy dripline of mature perimeter trees can be expected to shade or overlap the parking area. Shading shall be determined based on shadows cast on the summer solstice.~~

~~c~~**a**. **Internal Pedestrian Walkways:**

- ~~All p~~**P**arking lots ~~in excess of 200 parking spaces~~ shall provide an internal pedestrian walkway for every six parking aisles.
- Minimum walkway clearance shall be at least five feet in width.
- Walkways shall be designed to provide pedestrian access to parking areas in order to minimize pedestrian travel among vehicles.
- Walkways shall be designed to channel pedestrians to the ~~front~~ **main** entrance of the building.

~~d~~**b**. **Street-like Features Along Drive Aisles:**

- Parking lots more than three acres in size shall provide street-like features along principal drive aisles, including curbs, sidewalks, street trees or planting strips, and bicycle routes.

~~e~~**c**. **Increased Landscape Buffer:**

- All parking lots viewed from the public right-of-way shall have a minimum 12 foot landscaped buffer extending from the edge of the property line at the right-of-way to the edge of the parking area.
- Buffer landscaping shall meet the low screen standard of 4.176(.02)D except that trees, groundcovers and shrubs shall be grouped to provide visual interest and to create view openings no more than ten feet in length and provided every 40 feet.
- Notwithstanding this requirement, view of parking area that is unscreened from the right-of-way due to slope or topography shall require an increased landscaping standard under 4.176(.02) in order to buffer and soften the view of vehicles as much as possible.
- For purposes of this section, "view from the public right-of-way" is intended to mean the view from the sidewalk directly across the street from the site, or if no sidewalk, from the opposite side of the adjacent street or road.

e. Tree Planting Location:

- At least 25 percent of the required trees shall be planted in the interior of the parking area.

~~f. Where topography and slope condition permit, the landscape buffer shall integrate parking lot storm water treatment in bioswales and related plantings. Use of berms or drainage swales are allowed provided that planting areas with lower grade are constructed so that they are protected from vehicle maneuvers. Drainage swales shall be constructed to Public Works Standards~~

~~g. In addition to the application requirements of section 4.035(.04)6.d., where view of signs is pertinent to landscape design, any approved or planned sign plan shall accompany the application for landscape design approval.~~

[…]

E. In all multi-family dwelling developments, ~~there shall be sufficient areas established to provide for parking and storage of motorcycles, mopeds and bicycles~~ **bicycle parking is required as indicated in section 4.155 (.04). Additionally, areas to provide for parking and storage of mopeds or motorcycles are encouraged.** Such areas shall be clearly defined and reserved for the exclusive use of these vehicles.

~~F. Except for single-family dwelling units and middle housing, on-street parking spaces, directly adjoining the frontage of and on the same side of the street as the subject property, may be counted towards meeting the minimum off-street parking standards.~~

~~G.~~ **F.** Table 5 shall be used to determine the ~~minimum and maximum~~ parking ~~standards~~ **requirements and allowances** for various land uses. The number of ~~required~~ parking spaces **related to the requirements and allowances** shown on Table 5 shall be determined by rounding to the nearest whole parking space. ~~For example, a use containing 500 square feet, in an area where the standard is one space for each 400 square feet of floor area, is required to provide one off-street parking space. If the same use contained 600 square feet, a second parking space would be required.~~ Structured parking and on-street parking are exempted from the parking maximums in Table 5.

~~H.~~ G. *Electrical Vehicle (EV) Charging ~~Stations~~* ***Infrastructure Requirements****:*

~~1. Parking spaces designed to accommodate and provide one or more electric vehicle charging stations on site may be counted towards meeting the minimum off-street parking standards.~~

1. Applicability:

- **The requirements apply equally whether Charging Stations are installed with the initial development of the parking area or at a later date. As such, the requirements focus on readiness for, not installation of, Charging Stations.**
- **The requirements apply to all new off-street parking areas for the multi-family and non-residential land uses indicated in this section.**

2. Residential and Mixed-Use Development:

- **For any residential or mixed-use development with five or more dwelling units on a single lot, at least 40 percent of all off-street vehicle parking spaces must be EV Ready, meeting the requirements in 4. below. No waivers, administrative relief, or variance requests are permitted.**

3. Other Uses:

- **Private commercial and industrial parking areas must comply with minimum EV infrastructure standards set by the Building Code. EV infrastructure required by the Building Code shall also meet the Standards in Subsections 4. c. and f. below.**

4. EV Ready Requirements:

- **For a vehicle parking space to be considered EV Ready, and thus count towards the minimum in 3. above and meeting the requirements of 3. above, the following requirements shall be met:**

a. Designation of Charging Station Locations:

- **A location is designated for a device or multi-component facility to deliver electricity to a vehicle parked in the space.**

b. Sizing of Electrical Service to Site:

- **Electrical service to the site is sized for the cumulative number of Charging Stations and supporting electrical equipment.**

c. Space for On-site Electrical Equipment to Support Capacity:

- **Space shall be designated within a building, or elsewhere at the site where screening standards in Section 4.176 can be met, for on-site electrical equipment, including overcurrent devices, with the capacity to serve the Charging Stations.**

d. Conduit:

- **Conduit shall be installed between the Charging Stations Locations and supporting electrical service and equipment;**
- **Conduit shall support electrical wiring for a Level 2 EV Charging Station;**
- **Unless connected to Charging Stations during initial development, the conduit shall have labels on both ends to mark the conduit as provided for future Charging Stations.**

f. Coordination of Charging Stations with Other Site Elements:

- **The location of Charging Stations and supporting equipment shall be coordinated and placed to avoid conflicts with other site elements during site planning including landscaping, screening, stormwater facilities, and pedestrian facilities.**

~~2~~**6**. Modification of existing parking spaces to accommodate ~~electric vehicle charging stations~~ **EV Charging Stations** ~~on site~~ is allowed outright.

I. *Motorcycle parking:*

~~1. Motorcycle parking may substitute for up to five spaces or five percent of required automobile parking, whichever is less. For every four motorcycle parking spaces provided, the automobile parking requirement is reduced by one space.~~

1. ~~Each motorcycle~~ **Motorcycle parking** space**s** must be at least four feet wide and eight feet deep. Existing parking may be converted to take advantage of this provision.

(.04) Bicycle Parking:

[…]

B. *Standards for Required Bicycle Parking:*

[…]

4. Bicycle lockers or racks, when provided, shall be securely anchored. **Unless within a lockable space only available to authorized users, racks shall allow ways to lock at least two points on a bicycle.**

5. Bicycle parking shall be located within 30 feet of the main entrance to the building or inside a building, in a location that is well-lit and easily accessible for bicycles. For multi-tenant developments, with multiple business entrances, bicycle parking may be distributed on-site among more than one main entrance.

6. Bicycle parking areas shall include parking spaces to accommodate large bicycles, including family and cargo bicycles.

~~6.~~ 7. With Planning Director approval, on street vehicle parking can also be used for bicycle parking.

[…]

TABLE 5: PARKING STANDARDS			
USE	**~~PARKING MINIMUMS~~**	**PARKING MAXIMUMS**	**BICYCLE MINIMUMS**
a. Residential			
1. Single-family dwelling units, middle housing,	~~1 per dwelling unit.~~ [1,2] ~~2 spaces are encouraged for dwelling units over 1000 square feet~~ [3]	No Limit	
2. Accessory dwelling unit	~~None required~~	No limit	None required

TABLE 5: PARKING STANDARDS			
USE	~~**PARKING MINIMUMS**~~	**PARKING MAXIMUMS**	**BICYCLE MINIMUMS**
3. Multiple-family dwelling units	~~1 per D.U. (less than 500 sq. ft.)~~ ~~1.25 per D.U. (1 bdrm)~~ ~~1.5 per D.U. (2 bdrm)~~ ~~1.75 per D.U. (3 bdrm)~~ ~~Within the TC Zone, parking minimum is 1 per DU, regardless of the number of bedrooms, if constructed as a residential only building~~	~~No Limit~~ **1.2 spaces/studio unit and 2 spaces/non-studio unit**	1 per D.U.
4. Manufactured or mobile home park	~~2 spaces/unit~~ [2]	No Limit	1 per D.U.
b. Commercial Residential			
1. Hotel	~~1 per 1,000 sq. ft.~~	No Limit	1 per 5 units Min. of 2
2. Motel	~~1 per 1,000 sq. ft.~~	No Limit	1 per 5 units Min. of 2
3. Clubs, Lodges	~~Spaces to meet the combined requirements of the uses being conducted~~	No Limit	1 per 20 parking spaces Min. of 2

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TABLE 5: PARKING STANDARDS			
USE	~~**PARKING MINIMUMS**~~	**PARKING MAXIMUMS**	**BICYCLE MINIMUMS**
	~~such as hotel, restaurant, auditorium, etc.~~		
c. Institutions			
1. Welfare or correctional institution	~~1 space/3 beds for patients or inmates~~	No Limit	1 per 50 beds Min. of 2
2. Convalescent hospital, nursing home, sanitarium, rest home, home for the aged	~~1 space/2 beds for patients or residents~~	No Limit	1 per 6,000 sq. ft. Min. of 2
3. Hospital	~~2 spaces/bed~~	No Limit	1 per 20 parking spaces Min. of 2
d. Places of Public Assembly			
1. Church	~~1 space/4 seats, or 8 ft of bench length in the main auditorium~~	.8 per seat	1 per 50 seats Min. of 2

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TABLE 5: PARKING STANDARDS			
USE	**~~PARKING MINIMUMS~~**	**PARKING MAXIMUMS**	**BICYCLE MINIMUMS**
2. Library, reading room, museum, art gallery	~~2.5 per 1,000 sq. ft.~~	No Limit	1 per 1,000 sq. ft. Min. of 6
3. Preschool nursery, kindergarten	~~.2 per student and staff~~	.3 per student and staff	1 per 3,500 sq. ft. Min. of 2
4. Elementary or Middle School	~~.2 per student and staff~~	.3 per student and staff	8 per class (above 2 nd grade) K—2 nd grade: 1 per 3,500 sq. ft.
5. High School	~~.2 per student and staff~~	.3 per student and staff	4 per class
6. College, commercial school for adults	~~.2 per student and staff~~	.3 per student and staff	1 per class Min. of 4
7. Other auditorium, meeting rooms	~~.3 per seat~~	.5 per seat	1 per 50 seats Min. of 4
8. Stadium, arena, theater	~~.3 per seat~~	.5 per seat	1 per 40 seats Min. of 4
9. Bowling alley	~~4 spaces/lane~~	No Limit	1 per 10 lanes Min. of 2

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TABLE 5: PARKING STANDARDS			
USE	~~**PARKING MINIMUMS**~~	**PARKING MAXIMUMS**	**BICYCLE MINIMUMS**
10. Dance hall, skating rink, gym, swim or fitness center	~~4.3 per 1,000 sq. ft.~~	6.5 per 1,000- sq. ft.	1 per 4,000 sq. ft. Min. of 2
11. Tennis or racquetball facility	~~1 per 1,000 sq. ft.~~	1.5 per 1,000 sq. ft.	1 per court Min. of 2
e. Commercial			
1. Retail store except supermarkets and stores selling bulky merchandise and grocery stores 1,500 sq. ft. gross floor area or less	~~4.1 per 1,000 sq. ft.~~	~~6.2~~ **5** per 1,000 sq. ft.	1 per 4,000 sq. ft. Min. of 2
2. Commercial retail, 1,501 sq. ft. or more	~~4.1 per 1,000 sq. ft. There is no minimum off-street parking requirement within the TC zone for commercial retail less than 5,000 sq. ft. and within a mixed-use building~~	~~6.2~~ **5** per 1,000 sq. ft.	1 per 4,000 sq. ft. Min. of 2

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TABLE 5: PARKING STANDARDS			
USE	**~~PARKING MINIMUMS~~**	**PARKING MAXIMUMS**	**BICYCLE MINIMUMS**
3. ~~Service~~ Automobile service, dealerships or repair shops	~~4.1 per 1,000 sq. ft.~~	6.2 per 1,000 sq. ft.	1 per 4,000 sq. ft.
~~4. Retail stores and outlets selling furniture, automobiles or other bulky merchandise where the operator can show the bulky merchandise occupies the major areas of the building~~	~~1.67 per 1,000 sq. ft.~~	~~6.2 per 1,000 sq. ft.~~	~~1 per 8,000 sq. ft. Min. of 2~~
5. Office or flex space (except medical and dental) Bank with drive-thru	~~2.7 per 1,000 sq. ft.~~ ~~4.3 per 1,000 sq. ft~~	4.1 per 1,000 sq. ft. ~~6.5~~ **5** per 1,000 sq. ft.	1 per 5,000 sq. ft Min. of 2
6. Medical and dental office or clinic area	~~3.9 per 1000 sq. ft.~~	~~5.9~~ **5** per 1,000 sq. ft.	1 per 5000 sq. ft. Min. of 2
7. Eating or drinking establishments Fast food (with drive-thru) Other	~~15.3 per 1,000 sq. ft.~~ ~~9.9 per 1000 sq. ft.~~	23 per 1,000 sq. ft. 14.9 per 1,000 sq. ft.	1 per 4000 sq. ft. Min. of 4

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TABLE 5: PARKING STANDARDS			
USE	~~**PARKING MINIMUMS**~~	**PARKING MAXIMUMS**	**BICYCLE MINIMUMS**
8. Mortuaries	~~1 space/4 seats, or 8ft. of bench length in chapels~~	No Limit	Min. of 2
f. Industrial			
1. Manufacturing establishment	~~1.6 per 1,000 sq. ft.~~	No Limit	1 per 10,000 sq. ft. Min. of 6
2. Storage warehouse, wholesale establishment, rail or trucking freight terminal	~~.3 per 1,000 sq. ft.~~	.5 per 1,000 sq. ft.	1 per 20,000 sq. ft. Min. of 2
g. Park & Ride or Transit Parking	~~As needed~~	No Limit	~~10~~ **5** per acre, **minimum of 4,** with 50% in lockable enclosures

NOTES:

~~[1] No additional off-street parking is required for a triplex or quadplex created through the addition to, or conversion of, an existing single-family detached dwelling.~~

~~[2] Garages (except for parking structures in the Town Center) do not count towards minimum parking unless all the requirements of Subsection 4.155 (.02) Q. are met.~~

~~[3] [1] No permit for single-family dwelling units, middle housing, or multiple-family dwelling units of nine or fewer units shall be denied based on only providing one parking space per unit.~~

[2] For land uses with more than 65,000 square feet of floor area, surface parking may not consist of more area than the floor area of the building.

[3] Non-surface-level parking, such as tuck-under parking, underground and subsurface parking, and parking structures are exempt from maximum requirements.

(.05) *Minimum Off-Street Loading Requirements:*

[…]

~~5. Off-street parking areas used to fulfill the requirements of this Ordinance shall not be used for loading and unloading operations except during periods of the day when not required to meet parking needs.~~

B. *Exceptions and Adjustments:*

[…]

(.06) *Carpool and Vanpool Parking Requirements:*

A. Carpool and vanpool parking spaces shall be identified for the following uses:

1. Designated employee parking areas in all new developments with more than 50 parking spaces,

~~1.~~ **2.** New commercial and industrial developments with 75 or more parking spaces,

~~2.~~ **3.** New institutional or public assembly uses, and

~~3.~~ **4.**Transit park-and-ride facilities with 50 or more parking spaces.

[...]

~~(.07) *Parking Area Redevelopment.*~~

~~The number of parking spaces may be reduced by up to ten percent of the minimum required parking spaces for that use when a portion of the existing parking area is modified to accommodate or provide transit-related amenities such as transit stops, pull-outs, shelters, and park and ride stations.~~

I.

Section 4.172. - Flood Plain Regulations

[…]

(.07) General Standards:

[…]

I. Parking Lots and Storage Areas:

1. All parking lots and storage areas below the flood plain elevation shall be paved.

2. A minimum of 25 percent of the ~~required~~ **provided** parking spaces must be provided above the 100-year flood plain elevation for all non-residential uses.

3. Residential uses **providing one or more parking spaces per unit** shall provide at least one parking space per unit above the 100-year flood plain elevation.

[…]

Section 4.184. - Conditional Use Permits—Authorization

[…]

(.07) *Conditional Use Regulations—Service Stations.*

[…]

F. *Access, Parking and Circulation Requirements:*

[…]

~~2. On-site parking shall be provided for each employee on duty. The peak employment period shall be used to determine the number of employee parking spaces.~~

~~3.~~ 2. No vehicles subject to the control of the operator of the premises may temporarily be parked on sidewalks, parkways, driveways, alleys or other public ways.

[…]

Section 4.191. - Non-Conforming Site Conditions

[…]

(.05) A structure with non-conforming site conditions may be expanded or enlarged, provided that there is a proportional decrease in the non-conforming site conditions. For example, an application to expand the floor area of a building by 10%, on a site that has 20% shortage of required **bicycle** parking, will be permitted, provided that at least a 10% increase in **bicycle** parking is also provided.

Section 4.430. - Location, Design and Access Standards for Mixed Solid Waste and Recycling Areas.

[…]

(.02) *Location Standards:*

[…]

F. Exterior storage areas can be located in a parking area~~. the proposed use provides at least the minimum number of parking spaces required for the use after deducting the area used for storage.~~ Storage areas shall be appropriately screened according to the provisions of Section 4.430(.03), below.

[…]

Section 4.803. - Development Review Standards.

(.01) The following development standards are applicable to all WCF and SWF applications:

[…]

~~L. *Parking.* No net loss in minimum required parking spaces shall occur as a result of the installation of any WCF.~~

ORDINANCE NO. 899 CFEC Parking DEVELOPMENT CODE AMENDMENTS

Public Hearing

FINDINGS REPORT

INTRODUCTION

This Findings Report provides evidence demonstrating how the City of Wilsonville's adoption of amendments related to the CFEC Parking Compliance and Standards Reform Public Hearing – Ordinance No. 899 (the proposal) complies with applicable City, Metro, and State policies and regulations. Please refer to the complete project record for additional information supporting adoption of the proposed Development Code amendments.

STATEWIDE PLANNING GOALS

The proposed Development Code amendments maintain compliance with the City's Comprehensive Plan which has been acknowledged to comply with Statewide Planning goals.

OREGON ADMINISTRATIVE RULES

OAR 660-012-0400 - PARKING MANAGEMENT

OAR 660-012-0400 mandates that the City of Wilsonville comply with the parking-related provisions of the Climate Friendly and Equitable Communities (CFEC) regulations, specifically OAR 660-012-0400 through -0450. This rule delineates the three available compliance pathways. Pursuant to the provisions of OAR 660-012-0420, the City's decision to eliminate minimum parking requirements renders it exempt from the obligations set forth in OAR 660-012-0425, -0430, -0435, -0440, -0445, and -0450.

As the primary function of this rule is to define compliance alternatives, no amendments to the Wilsonville Development Code (WDC) are necessary to satisfy its requirements.

OAR 660-012-0405 PARKING REGULATION IMPROVEMENTS

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 Code updates needed to meet these rules.

OAR (660-012-0405(1)(A)) PREFERENTIAL PLACEMENT OF CARPOOL/VANPOOL PARKING

WDC currently requires preferential parking for carpools/vanpools in three cases, per 4.155(.06)A; however, it does not specify a requirement in "designated employee parking areas in new developments with more than 50 parking spaces." The proposed Code edits add this as an additional case where preferential carpool/vanpool parking is required.

This additional case is added as WDC 4.155(.06)A.1, with the existing three cases following, ordered for clarity.

OAR (660-012-0405(1)(B)) ALLOW REDEVELOPMENT OF A PORTION OF A PARKING LOT FOR BIKE OR TRANSIT USES

WDC 4.155(.07) allows for redevelopment of parking areas consistent with this rule, albeit with the stipulation that parking can only be reduced by "up to ten percent of the minimum required parking spaces for that use."

The proposed Code strikes the ten percent stipulation from WDC 4.155(.07) and specifies that any portion of a parking area may be redeveloped for these uses, as specified by this rule.

OAR (660-012-0405(2)) ALLOW AND ENCOURAGE REDEVELOPMENT OF UNDERUSED PARKING

WDC 4.155(.02) H currently prohibits the use of required parking spaces for any use besides parking unless a temporary permit is obtained pursuant to WDC 4.163. It is also noted that WDC 4.155(.02) P, which is proposed to be retained as-is, permits parklets within on-street parking spaces.

The proposed Code would remove language from WDC 4.155(.02) H related to requirements to satisfy Rule -0420, and a new section is added following (WDC 4.155(.02) F under the new numbering) to define specific regulations around redevelopment of parking.

OAR (660-012-0405(3)) ALLOW AND FACILITATE SHARED PARKING

Shared parking is allowed via WDC 4.155(.02) E, and further addressed within WDC 4.155(.02) S, which incentivizes shared parking by allowing for lot size or open space reductions when shared visitor parking meeting certain requirements is developed in residential areas.

No Code changes are needed or proposed to address this Rule.

OAR (660-012-0405(4)(A)) TREE CANOPY, SOLAR, OR FEE-IN-LIEU, FOR PARKING MORE THAN ½ ACRE

This rule states that Wilsonville must require any or all of the following for new parking areas larger than ½ acre:

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.

WDC currently includes extensive landscaping requirements, however there are areas where updates are needed to fully comply with this section and -0405(b) and (c) described below.

To meet all requirements and to add additional clarity to existing landscaping requirements, WDC 4.155(.03)B.2 was rewritten to comprehensively describe landscaping and connectivity requirements, specifying minimum requirements and additional requirements for parking areas with more than 40 stalls (approximately equivalent to ½ acre to meet CFEC's requirement).

While not necessary to comply with CFEC, WDC 4.155(.03)B.3 is added to retain the requirement that landscaping does not block road signs and, WDC 4.155(.03)B.4 specifies further requirements for areas larger than 200 spaces, retaining and reorganizing for clarity Wilsonville's existing requirements for these larger parking areas.

Additionally, the code amendments include a solar option allowed via WDC 4.155(.03)B.2.d, structured per feedback received from Planning Commission and City Council.

New parking more than ½ acre must have trees along driveways or 30% tree canopy coverage for the parking area (660-012-0405(4)(b)), which the existing Code and Code amendments enable.

The updates to WDC 4.155(.03)B.2 specify tree planting ratios and canopy calculations and requirements for parking areas larger than 40 spaces, meeting (and in many cases exceeding) the requirements set forth in this rule.

OAR (660-012-0405(4)(C)) PEDESTRIAN CONNECTIONS THROUGH LARGE PARKING LOTS

WDC 4.154(.01) describes pedestrian access and circulation requirements which are applicable to parking areas. These meet the requirements set forth by this rule. Some clarifying text to WDC 4.155(.03)B.4.a was added for consistency between the Code sections.

OAR (660-012-0405(5)) PARKING MAXIMUMS IN APPROPRIATE LOCATIONS

This rule 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 updates needed.

Note that some maximums within WDC 4.155 Table 5 are adjusted in the proposed Code to come into compliance with OAR 660-012-0415. This is described below.

OAR 660-012-0410 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.

The proposed Code language is updated 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. To add additional clarity, definitions for “electrical service capacity” and “electric vehicle charging station” are added to WDC 4.001.

OAR 660-012-0415 PARKING MAXIMUMS

As a city of more than 25,000 Wilsonville is subject to rule -0415, 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. Wilsonville currently has maximum requirements specified for all applicable uses, although some are set higher than the new rules allow.

To comply with this rule, WDC 4.155 Table 5 and WDC 4.125 Table V-2 are updated to reduce maximums, for all applicable commercial uses, to five spaces per 1,000 s.f., and establish maximum requirements of 1.2 spaces per studio apartment and 2 spaces per other unit of multi-family housing. Additionally, a note has been added below Table 5 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.

OAR 660-012-0420 EXEMPTION FOR COMMUNITIES WITHOUT PARKING MANDATES

This rule states that cities that do not include parking mandates within land use regulations are exempt from OARs -0425 through -0450.

To ensure that Wilsonville is in compliance here and exempt from Rules -0425 through -0450, the following changes have been made to the Code:

WDC 4.155.02, General Provisions, has been edited extensively to remove references to parking requirements, and change applicability of any relevant design requirements to parking that has been “provided” rather than “required.”

WDC 4.155 Table 5 has been edited to remove all minimum requirements, and the notes below the table edited or eliminated.

WDC 4.125 Table V-2, which specifies parking requirements specific to the Village Zone, has been edited to remove all minimum requirements. References to parking requirements elsewhere in the code have been edited or removed as appropriate.

OAR 660-012-0630 BICYCLE PARKING REQUIREMENTS

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

OAR (660-012-630(2)) MINIMUM BICYCLE PARKING REQUIREMENTS FOR CERTAIN USES

WDC 4.155 Table 5 specifies bicycle parking requirements and includes a minimum requirement for all uses specified by this rule.

WDC is currently in compliance and no changes are needed here.

OAR (660-012-630(3)) COVERED BICYCLE PARKING REQUIRED FOR MULTIFAMILY AND MIXED-USE RESIDENTIAL

In addition to requiring the 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 meets this Rule, 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.

OAR (660-012-630(4)) BIKE PARKING MUST MEET CERTAIN STANDARDS REGARDING SECURITY AND ACCESSIBILITY

This rule specifies several design standards for bike parking.

WDC 4.155(.04) adequately addresses requirements regarding the size of spaces, accessibility, and location. The proposed updates include a requirement that stalls allow for two points to which to lock, a requirement that the space be well-lit, and a provision to allow for cargo bikes or family bikes. These updates bring WDC into full compliance with this section.

OAR (660-012-630(5)) PROVIDE PARKING FOR BIKES AND OTHER “SMALL-SCALE MOBILITY DEVICES” AT KEY DESTINATIONS

This regulation is worded fairly loosely, and based on feedback from DLCD is intended to apply more to right-of-way management policies than development code.

No updates to development code are needed to comply here. For on-street considerations, requirements here can be addressed when Wilsonville next updates its TSP

METRO- REGIONAL TRANSPORTATION FUNCTIONAL PLAN TITLE 4 PARKING MANAGEMENT

3.08.410 A. AND C.- PARKING RATIOS

3.08.410.A. mandates that the City of Wilsonville establish both minimum and maximum parking ratios compliant with Table 3.08-3, with minimum ratios requiring equal to or less than those shown.

With removal of all parking minimum ratios the minimum ratios will be less than Metro requirements. New parking maximum ratios established by the proposed Development Code amendments are also less than those required by Metro.

3.08.410.F. - LARGE PARKING LOTS

3.08.410 F. requires that parking lots greater than 3 acres have street-like features including curbs, sidewalks and street trees or planting strips. The proposed Code amendments maintain this existing requirement for parking areas greater than 3 acres.

3.08.410 H. - BICYCLE PARKING

3.08.410.H. establishes bicycle parking including certain amounts of short-term and long-term parking. All modifications of existing bicycle parking requirements to comply with the State Administrative Rules remain in compliance with Metro requirements.

WILSONVILLE COMPREHENSIVE PLAN AND DEVELOPMENT CODE

The Wilsonville Comprehensive Plan and Development Code establish how Code amendments may be initiated and reviewed by the City.

CITIZEN INVOLVEMENT

GOAL 1.1: To encourage and provide means for interested parties to be involved in land use planning processes, on individual cases and City-wide programs and policies.

Policy 1.1.1: The City of Wilsonville shall provide opportunities for a wide range of public involvement in City planning programs and processes.

Response: By following the applicable implementation measures, see findings below, the City provided opportunities for public involvement encouraging, and providing means for, involvement of interested parties. Specific information on public involvement throughout the project can be found in the Outreach Report and its attachments included with the public hearing Staff Report.

Public notice of the public hearings was emailed to affected agencies and interested individuals. **These criteria are met.**

Implementation Measure 1.1.1.a. *Early Involvement*

Response: The City reached out early in the process before drafting decision were made on the amendments seeking public input. The Planning Commission, City Council, and community members had the opportunity to comment on the proposed amendments in public work sessions. The City held 6 work sessions with the Planning Commission and City Council. These work sessions were televised, streamed online, and open to the public. **This criterion is met.**

Implementation Measure 1.1.1.e. *Encourage Participation of Certain Individuals, Including Residents and Property Owners*

Response: Through the task force meetings, online survey, public open house, work sessions, and public hearings, the City has encouraged the participation of a wide variety of individuals addressing the groups listed above. **This criterion is met.**

Implementation Measure 1.1.1.f. *Procedures to Allow Interested Parties to Supply Information*

Response: The City afforded interested parties the opportunity to provide oral input and testimony during the public hearings. In addition, the City afforded them the opportunity to provide written input and testimony. Throughout the work sessions, the City also encouraged and afforded opportunity for comments either in writing, in-person, or virtually at Planning Commission meetings. **This criterion is met**.

Implementation Measure 1.1.1.g. *Types of Planning Commission Meetings, Gathering Input Prior to Public Hearings*

Response: Prior to the scheduled public hearing on the amendments, the Planning Commission held four work sessions open to the public on December 11, 2024, January 8, 2025, April 9, 2025, and May 14, 2025, during which the Planning Commission considered public input and provided feedback, which was incorporated into the current draft. **This criterion is met.**

Implementation Measure 1.1.1.h. *Public Notices for Planning Commission Meetings*

Response: The notice regarding the public hearing clearly indicated the type of meeting. **This criterion is met.**

GOAL 1.2: For Wilsonville to have an interested, informed, and involved citizenry.

Policy 1.2.1: The City of Wilsonville shall provide user-friendly information to assist the public in participating in City planning programs and processes*.*

Response: During this process, an interested parties list was developed through the *Let's Talk, Wilsonville!* and the public open house. These contacts, as well as online and print information to the general public, continued to serve as the basis for outreach during the review of the amendments. Through the Planning Commission and City Council work session schedules, public hearing notices, Planning Commission meeting minutes, project-related materials and announcements on the City website and *Let's Talk, Wilsonville!*, an online survey, and information in the *Boones Ferry Messenger*, the City has informed and encouraged the participation of a wide variety of individuals. **These criteria are met.**

Implementation Measures 1.2.1.a., b., c. *User Friendly Information for Public*

The published hearing notices and other meeting notices provided user-friendly information about the purpose, location, and nature of the meetings as has been standardized by the City. The notices widely publicized different ways for interested parties to participate, access additional information about the proposal, and staff contact information for questions they may have. The notice to interested parties provided the necessary information for them with access to the draft amendments on which the Planning Commission will base their decision. **This criterion is met**.

Policy 1.3: The City of Wilsonville shall coordinate with other agencies and organizations involved with Wilsonville's planning programs and policies.

Implementation Measure 1.3.1.b. *Coordinate Planning Activities with Affected Agencies*

Response: The appropriate agencies have been notified through the DLCD notice and/or the Public Hearing Notice. Any comments will be entered into the public hearing record to be considered. **This criterion is met.**

COMPREHENSIVE PLAN IMPLEMENTATION MEASURE RELATED TO PARKING MINIMUMS

Implementation Measure 3.3.1.h. Consider reducing parking requirements where it can be shown that transit and/or bicycle pedestrian access will reduce vehicular trips.

The Development Code amendments fulfill this implementation measure by a reduction (e.g., eliminating) to minimum parking requirements citywide.

PROCEDURES – DEVELOPMENT CODE AMENDMENTS

Section 4.032 Authority of the Planning Commission: This section specifies that the Planning Commission sits as an advisory body, making recommendations to the City Council on a variety of land use issues. The Commission has the authority to review and make recommendations on amendments to the Development Code.

Response: The Planning Commission will conduct a public hearing and provide the City Council with a recommendation on adoption of the Development Code text amendments. The City Council is the final local authority on this proposal. **At conclusion of the public hearing process, these criteria will be met.**

Section 4.033 – Authority of City Council: This section specifies that the City Council has final decision-making authority on amendments to the text of the Development Code as authorized in Section 4.197.

Response: The City Council will receive a recommendation from the Planning Commission on the Development Code text amendments. The City Council is the final local authority regarding this proposal, which will be adopted via Ordinance following a public hearing and a review of evidence and testimony. **At conclusion of the public hearing process, these criteria will be met.**

Section 4.197 – Development Code Amendments—Adoption by the City Council: This section provides standards for the review of Development Code amendments, integrating the applicable criteria outlined in the Introduction section, Procedures subsection, of the Comprehensive Plan.

Subsection 4.197 (.01) *Procedures and Criteria*

Response: Findings in this document confirm that the process to amend the Development Code text followed applicable procedures. Findings in this document establish that the proposed Development Code amendments meet the criteria including complying with applicable Comprehensive Plan goals, do not conflict with other code text not being amended, compliance with State Administrative Rules, and is necessary to comply with State law. The development and adoption of the proposed Development Code amendments followed the applicable procedures as follows: the Planning Commission initiated the legislative Plan amendments; the City Council will consider the amendments after receiving findings and recommendations from the Planning Commission and public testimony; and amendments were provided

sufficiently in advance of the first evidentiary Planning Commission hearing to allow adequate time for providing public notice and preparing a staff report on the proposal. **This criterion is met.**

Ordinance No. 899

Exhibit C
Planning Commission No. LP25-0002 and Record

Link:
https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/city_council/meeting/130032/05._ord._no._899_exhibit_c_record.pdf

QUARTERLY REPORT

Contracts Approved pursuant to WC 2.312(1)(a), (b) and (c)
Second Quarter 2025: April 1, 2025, through June 30,2025

A. Contracts with a value of between $100,000 and $250,000 (WC 2.312(1)(a))

Project Name	*Contractor/Consultant*	*Contract Amount*	*Eff. Date*	*End Date*	*Dept.*	*CIP #*
2025 Street Maintenance-Crack Sealing	KNL Industries Inc.	$139,000.00	4/4/25	6/30/25	Engineering	4014
Invasive Infested Tree Removals	The F.A. Bartlett Tree Expert Company, dba Bartlett Tree Experts	$250,000.00	5/9/25	1/2/28	Parks & Rec	9177
SMART Mobile EV Charger	Minit Charger L.L.C.	$230,000.00	5/12/25	6/28/26	SMART	0

B. Procurement activity that is not a Public Contract with aggregate consideration of up to $100,000 (WC 2.312(1)(b))

ORS 279A.010(w): "Procurement" means the act of purchasing, leasing, renting or otherwise acquiring goods or services. "Procurement" includes each function and procedure undertaken or required to be undertaken by a contracting agency to enter into a public contract, administer a public contract and obtain the performance of a public contract under the Public Contracting Code.

ORS 279A.010(z): "Public contract" means a sale or other disposal, or a purchase, lease, rental or other acquisition, by a contracting agency of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. "Public contract" does not include grants.

Project Name/Document Type	*Interagency Name*	*Grant Amount*	*Eff. Date*	*End Date*	*Dept.*	*Grant #*
Villebois Community On-Demand Transportation IGA	Clackamas County Health, Housing, and Human Services Dept.	$90,000	5/15/25	6/30/26	SMART	12114
Temporary Employment Services re Passenger Surveys	Summit Staffing Solutions	apx $37,000	6/18/25	6/30/26	SMART	n/a

C. Change orders or contract amendments with an aggregate value between 15 and 25% of Original Contract Value (WC 2.312(1)(c))

None.

WILSONVILLE
COMMUNITY DEVELOPMENT

June 2025

Monthly Report

Building Division

Water System Safety



Most of us don't think of the dangers unsafe domestic water use can bring to our households and communities. As an example of those hazards, think of how quickly diseases start after a natural disaster has destroyed the plumbing systems in an area. Within weeks after the event, the population's health suffers from the increase in water-borne bacteria and viruses. The lack of clean water leads rapidly to unsanitary conditions. Journeyman plumbers are engaged in keeping our nation safe and well.

Besides diseases created from the lack of safe water systems, plumbers guard against other things such as:

- Excessive hot water temperatures above 120˚F that may cause scalding, particularly to children
- Freezing pipes (pictured) that can destroy a building when they thaw
- Inefficient use of water and energy caused by improper pipe sizing
- Cross-connections between potable and non-potable water resulting in sickness or death
- Lead contaminated faucets, fixtures, and piping

Plumbers, plumbing inspectors, plumbing designers, and engineers each play an important part in ensuring the safety of our plumbing systems. There are also many important national listing agencies and code writing bodies providing guidelines and standards which avoid defects and unacceptable installation practices. The Oregon Plumbing Specialty Code is extensively reviewed and updated every three years. Oregon journeymen plumbers are required to successfully complete a four year apprenticeship program and a state examination. Plumbing inspectors are certified by the State of Oregon for competence and experience. The plumbing industry is profoundly serious about maintaining our high standards in order to continue to provide for the health and safety of our citizens.

The City of Wilsonville's Building Division works in partnership with our other City departments to continue to watch for any "problems" that might affect the safety of our plumbing systems. Although most installations we see are never an issue, sometimes we encounter unlicensed individuals or work that does not meet plumbing code requirements. If in doubt, please call or email a plumbing inspector so we can check it out.

Economic Development Division

Elka Bee's Update



After a series of delays and much anticipation, Elka' Bee's opened in the former Corner Coffee Shop space, next to Safeway in April.

The City celebrated their grand opening in partnership with the Chamber of Commerce in May.

We are pleased to report that the community reception has exceeded expectations. Ownership at Elka Bee's reports that their sales have been several times higher than they had forecast. The success of Elka Bee's demonstrates the demand for more local food options in the City.

Westside Economic Alliance Mayors' Forum



Staff supported Mayor O'Neil with preparation and at the event itself on June 12, 2025.

Mayor O'Neil articulated Wilsonville's position, challenges and opportunities well. Topics discussed covered city and program highlights as well as deep dives into economic development prospects, housing, transportation and workforce.

Standard TV & Appliance

Economic Development and Planning staff attended the Standard TV & Appliance Grand Opening event on June 18. The event was well attended in a state of the art showroom. Staff visited with Standard ownership and staff, as well as many others in attendance. Standard is excited to be in Wilsonville!

Small Business Success Summit

On June 18, the City of Wilsonville was a Gold Sponsor at the Oregon Business Recovery Center (BRC), Small Business Success Summit. In attendance were over 100 small business owners and operators from Wilsonville, Sherwood, Newberg, Keizer, and surrounding areas. Economic Development staff hosted a table in the exhibition hall, together with several dozen other vendors, where we networked with one another and the businesses in attendance. Several meaningful connections were made with Wilsonville businesses, as well as other partners including Energy Trust of Oregon, the Small Business Development Center, Small Business Administration and regional small business lenders.

The Oregon BRC is an extension of the Wilsonville Area Chamber of Commerce. The Summit and Oregon BRC services are funded in part by federal dollars made available through the American Rescue Plan Act, a policy solution passed in 2021 by the 117th US Congress.



Engineering Division, Capital Projects

2025-2028 Street Maintenance (4014)

The Wilsonville Annual Street Maintenance Program funds the planning, design, and construction of street surface rehabilitation projects necessary to maintain a safe and reliable street network. This project represents the next three years of planned street maintenance across Wilsonville.

- **Current Construction**

  The City awarded the Fiscal Year 2025 (FY 25) crack sealing contract to KNL Industries in May 2025. Currently, KNL Industries is working on performing crack sealing in the Villebois, Park at Merryfield, and other nearby neighborhoods bounded by the following roads: North of Wilsonville Road, South of Boeckman, West of Kinsman, and East of Grahams Ferry Road. Crack sealing is a maintenance technique used to extend the life of roads by filling in cracks to reduce the infiltration of water. In addition to crack sealing, construction crews will also be performing small, localized pavement spot repairs, which consists of construction crews removing and replacing small sections of damaged asphalt. These repairs focus only on the areas that are cracked, crumbling, or uneven. Crack sealing and spot repairs will be completed by the end of June 2025.

  In additional to the crack sealing contract, the City is in the process of awarding the Fiscal Year 2026 (FY26) slurry sealing contract to VSS International, who were selected through a Joint Cooperative Procurement with Hillsboro, Oregon. Later in the Summer, after KNL Industries has completed crack sealing and spot fixes, VSS International will slurry seal the local roads which were crack sealed in June. Slurry sealing spreading a thin layer of asphalt mixed with water and tiny gravel over the road. This layer fills in small cracks and smooths out bumps, protects the road from water and sun damage, improves traction for cars and bikes, and helps the road last longer. Slurry Sealing will be completed by the end of August 2025.

- Planned Construction

  Century West is working on preparing plans and specifications for rehabilitation of the following road segments during the respective fiscal years:

  ◊ FY26

  1. Parkway Center Avenue to Town Center Loop East, Parkway Center Court to Town Center Park
  2. Grahams Ferry Road from Cahain Road to Day Road

  ◊ FY27

  1. Boones Ferry Road from Boeckman Road to Ridder Road
  2. Nike Drive from 95th Avenue to Boones Ferry Road
  3. Ridder Road from 95th Avenue to Boones Ferry Road

  ◊ FY28

  1. Chantilly Drive to and from Willamette Way East
  2. McKenzie Court W cul-de-sac to McKenzie Court E cul-de-sac
  3. Parkway Center Drive from Elligsen Road to Burns Way
  4. Sun Place from Best Western to Parkway Avenue

Engineering Division, Capital Projects

Boeckman Creek Flow Mitigation (7068)

This project will look at storm water flows coming off the Siemens site towards Boeckman Creek. Historically, these flows were directed towards the Coffee Creek wetlands, but with development of the Siemens site, flows were altered to head towards Boeckman Creek in the 1980s. These flows are needed to return to their natural waterways with the installation of the new Boeckman bridge. 90% plans are being developed. Property acquisition is underway with purchase offers recently presented to property owners. Bidding is expected this winter.

Boeckman Creek Interceptor (2107)

This project will upsize the existing Boeckman Creek Interceptor sewer collection pipeline in order to support the development of the Frog Pond area. A regional trail will be installed as a part of the maintenance path from Boeckman Road to Memorial Park. Field investigations of the original area are finished, however, it was determined additional field investigations are needed to complete the routing study. Capital improvement project (CIP) 7054, Gesellschaft Water Well Channel Restoration, will also be brought into this project to minimize City design and construction costs. Investigative work on the west side of the Wilsonville Bridge at Boeckman Creek is completed. Preliminary design iterations are complete, and a several workable solutions have been identified to meet all project needs. A public open house was held on September 11 to seek input on the design to refine the layout. Results of the feedback were generally positive. 60% plans are being developed and expected to be turned into the City in the next month. City staff is reviewing impacts to the existing trail, trees, and providing guidance for revisions using previous public comments.

The right of way acquisition process began in May and is fully underway. Staff is currently working with individual property owners.

Brown Road Improvements Project (1148)

The Brown Road Improvement Project provides upgrades that bring Brown Road in closer alignment with current City standards for urban roads. The section of roadway to be upgraded extends from Wilsonville Road to Evergreen Drive. Anticipated upgrades improve connectivity by adding bike lanes, sidewalks, and provide better and safer access to adjacent neighborhoods. Surveying, geotechnical explorations, transportation studies, and a tree inventory are currently in progress at the project site. The consultant team delivered the 60% design to the City in May 2025, and the City provided comments. The consultant team is currently working towards the 90% design which is expected to be delivered to the City in August 2025. A third Community Open House is being planned for summer to present updated designs and concepts with the community and any other interested partners. The City anticipates construction will begin in the spring of 2026 and will be completed by the end of 2026.

Boeckman Road Corridor Project (4212/4206/4205/2102/7065)

This project involves the design and construction of the Boeckman Dip Bridge, Boeckman Road Improvements (Canyon Creek Road – Stafford Road), Canyon Creek Traffic Signal, and Boeckman Road Sanitary Sewer projects. The Tapani-Sundt Joint Venture is now complete with design. Property acquisitions are advancing, and very nearly complete. This project has been divided into several guaranteed maximum price (GMP) packages.

GMP 1: Temporary Traffic Signal at Stafford Road and 65th Avenue

COMPLETE

GMP 2: Meridian Creek Culverts, House Demo

COMPLETE

Engineering Division, Capital Projects

Boeckman Road Corridor Project (4212/4206/4205/2102/7065), continued

GMP 3: Bridge, Roundabout, and Road Widening

- Sewer installation, utility undergrounding, paving, striping, sidewalks are complete!
    - ◊ Minor repairs and corrections are being completed
- Bridge construction is nearly complete. Minor patching remains as well as the remaining custom panels are delayed and will be installed in July. The bridge opened on May 21 for traffic, however, lane closures and delays are expected.



Traffic is flowing through the round about with the bridge in the distance.

- Trail construction from Boeckman under the bridge is nearly complete.
- Roundabout construction continues with repairs to defective work underway.
- The entire project is expected to be complete in fall 2025.

West Side Level B Reservoir and Transmission Main (1149)

This project includes design and construction of a new 3-million-gallon water reservoir just west of City limits, along with approximately 3500 feet of 24-inch transmission main in Tooze Road. connecting to the City water system. City Council awarded the construction contract to Tapani, Inc. in June 2024. Construction began in July 2024 and is scheduled for completion in the summer/fall of 2025.

Completed Major Elements: Mass grading of the site, concrete foundation, floor, wall, roof installation, concrete pre-stressing, and transmission main installation.

Tank construction and pre-stressing were completed in March, with transmission main testing scheduled to occur in June/July, followed by disinfection of the reservoir. Final testing and commissioning of the new reservoir is scheduled for late summer of 2025.

The Tooze Road. transmission main installation is complete, except for the connection to the existing City water main, which will occur in July. Final paving of Tooze Road. is scheduled for late July or early August of 2025, followed by tank commissioning and fencing/landscaping of the reservoir site.



Reservoir piping installation

Engineering Division, Capital Projects

Water Treatment Plant (WTP) Expansion to 20 MGD (1144)

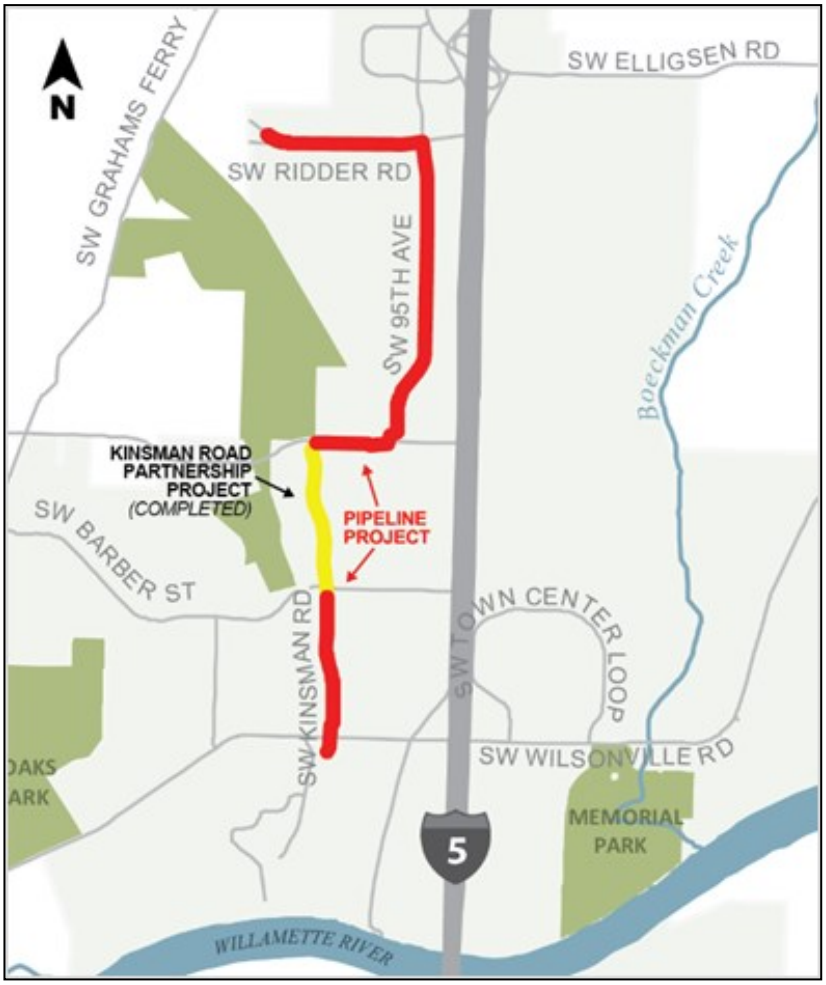
This project expands the water treatment plant capacity to 20 million gallons per day to support water demands in the City and Sherwood. Construction began in June 2022, with completion expected in the fall of 2025. The majority of work is complete, including testing, commissioning, and troubleshooting of new equipment.

Completed Major Elements: Larger pumps, electrical equipment, and generator, seismic improvements, and replacement of portions of the treatment process. Remaining work includes conversion of the former generator room into storage/workshop space in June and installation of an electrical transformer in the fall of 2025, after which the project will be complete.

Willamette Water Supply Program Coordination (1127)

Ongoing coordination efforts continue with the Willamette Water Supply Program (WWSP). Here are the updates on major elements within Wilsonville:

- **Phase 1, Wilsonville Road (PLM_1.1)** Arrowhead Creek Lane to Wilsonville Road—**COMPLETE**
- **Phase 2, Garden Acres Road to 124th (PLM_1.2)** Ridder Road to Day Road—**COMPLETE**
- **Phase 3, Wilsonville Road to Garden Acres Road (PLM_1.3)** The WWSP's last section of transmission pipeline to be constructed in the City of Wilsonville began in fall 2022, with completion planned for 2025. It will connect the remaining portion of the pipeline through Wilsonville and has an alignment along Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road (see image). The Engineering Division is currently in the process of reviewing final plans and coordinating construction. The trenchless crossing under Wilsonville Road and under Boeckman Road have been completed. Pipe install on 95th Avenue from Boeckman Road to Ridder Road has been completed and restoration of the sidewalk and curb and gutter on the east side of the road is ongoing. Permanent concrete road panel restoration of 95th Avenue began in April 2025 and will extend through the end of the year. Temporary traffic control during restoration will require detours and one-way travel to accommodate construction activities. Pipe install on Ridder Road west of 95th Avenue is began in June 2025 and will require a full road closure during construction for at least seven months.



Engineering Division, Private Development

Residential Construction Activities

Canyon Creek South Phase 3

The project is being purchased by a new contractor who will finish the improvements. The contractor continues to work on punchlist items for closeout. The City awaits submittal of construction drawings for the open space improvements.

Frog Pond West

Frog Pond West continues to see significant construction activities. Home construction in the Frog Pond Crossing, Frog Pond Estates, Frog Pond Oaks, Frog Pond Terrace, Frog Pond Overlook, and Frog Pond Vista subdivisions is ongoing.

- Frog Pond Cottage Park Place, Phase I, a 12-lot subdivision located on the south side of Frog Pond Lane, just east of the Frog Pond Ridgecrest subdivision, has submitted plans for infrastructure construction review. Construction has been delayed until spring 2026.



Frog Pond Petras Grading

- Frog Pond Petras, a 21-lot subdivision located on the northern corner of Frog Pond Lane and Stafford Road, has started infrastructure construction. The contractor is working on mass grading. Infrastructure is anticipated to be completed in early 2026.



Frog Pond Primary

- Construction has started again at Frog Pond Primary, the new West Linn-Wilsonville School District primary school on Boeckman Road. Sidewalks have been installed on the south side of Brisband Street.
- Frog Pond Ridgecrest, a 54-lot subdivision located on the south side of Frog Pond Lane, just east of the Frog Pond Terrace subdivision, has started infrastructure construction. The contractor is working on mass grading. Infrastructure construction is anticipated to be completed in early 2026.



Frog Pond Ridgecrest Grading

Natural Resources Division

Celebrating Pollinators!

National Pollinator Week was June 16 – 22. However, it's never too late to celebrate pollinators and recognize the critical role they play in sustaining life on Earth. Birds, bats, bees, butterflies, beetles, and small mammals that pollinate plants are responsible for bringing us one out of every three bites of food. They also sustain our ecosystems and produce our natural resources by helping plants reproduce.

Some steps to help pollinators include:

- Add local native flowering plants in your landscape.
- Choose plants with a variety of colors.
- Choose flowers with different shapes and sizes.
- Choose plants with different flowering times to provide forage all season.
- Select plants with different heights and growth habits.
- Include plants that are favored food for butterfly caterpillars; the loss of foliage is well worth it!
- Reduce or eliminate the use of pesticides (including herbicides).

In August 2017, the City Council adopted a resolution designating Wilsonville a Bee City USA affiliate. Bee City USA is a nationwide effort to foster ongoing dialogue in urban areas to raise awareness of pollinators and the role they play in our communities and what each of us can do to provide them with healthy habitat. Bee City USA corresponds with many of the existing "Bee Stewards" program initiatives, such as creating pollinator habitat, adopting an integrated pest management plan for City properties and facilities, and raising community awareness and participation in pollinator conservation.



Planning Division, Current

Administrative Land Use Decisions Issued

- 8 Type A Tree Permits
- 10 Type B Tree Permits
- 3 Class 1 Administrative Reviews
- 1 Class 1 Sign Permit

Construction Permit Review, Development Inspections, and Project Management

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

- CIS Office Building at Wilsonville Road and Kinsman Road
- Frog Pond Primary School
- Industrial development on Day Road and Garden Acres Road
- New PGE substation on Parkway Avenue north of Boeckman Road
- Residential subdivisions in Frog Pond West

Development Review Board (DRB)

DRB Panel A did not meet in June.

DRB Panel B did not meet in June.

DRB Projects Under Review

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

- Modular offices at Republic Services
- Sign Waiver and Site Design Review for Parkworks campus sign and graphics

Planning Division, Long Range

Climate Friendly and Equitable Communities (CFEC) Parking Compliance

On March 10, 2022, Governor Kate Brown issued Executive Order 20-04, directing state agencies to reduce climate pollution, now known as the Climate Friendly and Equitable Communities (CFEC) program. Among the CFEC requirements is parking reform to remove or substantially reform minimum parking requirements in local government codes based on the State's findings that minimum parking requirements overproduce parking leading to, among other things, inefficient land use, less walkability, and more pollution from driving. In June, the Planning Commission conducted a public hearing and recommended that the City Council adopt amendments to the Development Code to ensure compliance with state rules. Additionally, the project team hosted a virtual open house on June 30 to present the findings of citywide parking studies and to discuss strategies for effective parking management.

Housing Our Future

This multi-year project analyzed Wilsonville's housing capacity and need followed by developing strategies to produce housing to meet the identified housing needs. This builds upon previous work, including the 2014 Housing Needs Analysis and 2020 Equitable Housing Strategic Plan. In June, City Council held a public hearing on the project, adopting the Housing Needs and Capacity Analysis, related Comprehensive Plan text amendments, and the Housing Production Strategy. Work to implement the actions contained in the Housing Production Strategy will occur over the next six years.

Planning Division, Long Range

Legislative Session Involvement

The 2025 legislative session concluded in June with the passage of several significant bills related to land use and housing. Throughout the session, planning staff actively monitored key legislation, participated in coordination meetings with the League of Oregon Cities, and supported the development of City comments and testimony on various bills under consideration. Planning Director Miranda Bateschell continued participation in the State Oregon Housing Needs Analysis Rulemaking Advisory Committee (RAC). This phase of the RAC is focused on housing capacity rules and safe harbors for cities when developing their Housing Production Strategies, which need to be adopted by the end of the year by the Land Conservation and Development Commission.

Oregon White Oak Response Coordination and Leadership

In June, Associate Planner Georgia McAlister continued as a key member of the Mediterranean Oak Borer (MOB) task force, continuing to coordinate efforts between various City Divisions and Departments, as well as contract arborists, property owners, and others to diagnose and make a plan to address the declining health of a number of the City's Oregon white oak (OWO) trees. Two large OWO trees infested with MOB were removed from Murase Plaza and Park at Merryfield. The removals were multiday efforts made possible through collaboration between the Parks team, Planning, Bartlett Tree Experts, and nearby residents. Researchers from Oregon Department of Agriculture (ODA), Oregon Department of Forestry (ODF), and Oregon State University (OSU) collected samples from the removed trees for further analysis. OSU researcher, Kellee Boyer, is continuing her work sampling OWO trees with confirmed MOB infestations as well as asymptomatic OWO trees throughout Wilsonville to inform her study on the relationship between fungal infections and infestations. The Statewide MOB working group is collaborating on Best Management Practices for surveying and confirming MOB infestations, with the goal of enabling property owners to survey their own trees due to staff capacity challenges within ODA and ODF. Additional traps have been set throughout the State to monitor MOB presence. Wilsonville continues to be the community with the greatest number of confirmed MOB infestations.

Planning Commission

The Planning Commission met on June 11 for a public hearing followed by an informational session. During the hearing, the Commission recommended that the City Council adopt amendments to the Development Code related to parking, to align with the State's Climate Friendly and Equitable Communities (CFEC) rules. In the informational session, the Commission received a presentation from Assistant Planner Sarah Pearlman on the annual housing report and engaged in a question-and-answer discussion.

Wilsonville Industrial Land Readiness (WILR) Project

The Wilsonville Industrial Land Readiness project combines a focused economic and development potential analysis of the Basalt Creek Concept Plan on the northwest edge of the City with a citywide Economic Opportunities Analysis and Economic Development Strategy to inform long-range job growth and planning efforts. In June, consultant work for Basalt Creek focused on the infrastructure funding plan for the area. Consultant work also continued on the citywide portion of the project including convening of the second Technical Advisory Committee meeting and preparing to present preliminary results of studies and reports to the Planning Commission and City Council during work sessions in July and August, respectively.

WILSONVILLE FINANCE

JUNE Monthly Report

FINANCE—The department where everyone counts

- **Fiscal Year End**: June 30 marked the end of fiscal year 2024-25. To ensure a clean cut-off, and that revenues and expenditures are correctly accounted for in the correct fiscal year, through July and August we will be analyzing, reviewing, and reconciling accounts—leading up to the preparation of financial statements, and the Annual Comprehensive Financial Report (ACFR).

  What is an ACFR? An ACFR (Annual Comprehensive Financial Report) is a detailed financial report that provides a complete overview of the government entity's financial condition over a fiscal year. It includes audited financial statements, management's discussion and analysis, statistical data, and other required information. The ACFR is prepared according to standards set by the Governmental Accounting Standards Board (GASB) and is designed to provide transparency and accountability.

  The City currently contracts with the independent certified public accounting firm, REDW Advisors & CPAs to carry out the annual and compliance audit for the City and Urban Renewal Agency. The auditors performed their initial audit fieldwork the last week of June, which includes: assurance testing, data collection, and compliance review in preparation for our audit, which is performed the last week of October. As a component to their audit fieldwork, they may or may not reach out to City Council.

- **Financial Health**: One of the City Council's top goal is ensuring financial health by exploring cost savings, operational efficiencies, and alternative revenue sources that support long-term fiscal sustainability. The core of the City's financial challenge lies in the General Fund, which is under increasing strain due to rising operational costs, limited property tax growth, and aging infrastructure—particularly in parks and public safety. These pressures also affect the City's ability to support Community Development functions such as planning. The department is working with Parks & Recreation on what role a Parks Maintenance Fee could play in alleviating ongoing pressure on the General Fund. This evaluation will also consider how the City's overall tax and fee burden compares to peer communities, helping to inform both policy and funding decisions moving forward, scheduled to come to Council in November.

- **Utility Billing**: As summer arrives, we see a big jump of 60% increase in work orders. As sprinkler systems come online, water usage spikes. Usually, it's just normal summer use—but sometimes, it's the first sign of a leak. We review usage patterns and only issue work orders if we suspect a leak or a meter misread.

  When field crews respond, their main tool is the water meter. If no one is using water and the meter is still moving, it often means there's a leak on the main service line. Irrigation leaks are trickier. Because irrigation pipes aren't pressurized when off, leaks only occur while the system is running. Often the only sign is an unusually high bill.

  Remember, the City maintains the water line up to the meter—everything after that is private property. We can't locate leaks or make repairs on private systems. If a customer suspects a leak, we recommend investigating quickly and contacting a licensed professional. We're exploring better ways to communicate this information more efficiently to cut down on the number of calls and emails going back and forth.

- **Attached Financials**: Finance continues to monitor all departments for on-going budget compliance.

City of Wilsonville - Fund Summaries
Reporting Month: June FY 2025

		Current Year Budget	Year to Date Activity	*Remaining Balance*	*% Used*
110 - General Fund					
	Taxes	$ 16,395,000	$ 16,775,340	$ (380,340)	*102%*
	Intergovernmental	3,299,090	3,438,733	(139,643)	*104%*
	Licenses and permits	176,700	258,149	(81,449)	*146%*
	Charges for services	439,822	487,001	(47,179)	*111%*
	Fines and forfeitures	190,000	171,328	18,672	*90%*
	Investment revenue	620,000	1,155,420	(535,420)	*186%*
	Other revenues	704,070	200,680	503,390	*29%*
	Transfers in	6,009,049	5,824,971	184,078	*97%*
	TOTAL REVENUES	**$ 27,833,731**	**$ 28,311,622**	**$ (477,891)**	***102%***
	Personnel services	$ 13,336,720	$ 12,122,680	$ 1,214,040	*91%*
	Materials and services	14,071,749	10,589,411	3,482,338	*75%*
	Capital outlay	272,828	237,068	35,760	*87%*
	Transfers out	11,906,770	7,651,883	4,254,887	*64%*
	TOTAL EXPENDITURES	**$ 39,588,067**	**$ 30,601,042**	**$ 8,987,025**	***77%***
610 - Fleet Fund					
	Charges for services	$ 1,781,890	$ 1,781,892	$ (2)	*100%*
	Investment revenue	27,000	58,292	(31,292)	*216%*
	TOTAL REVENUES	**$ 1,808,890**	**$ 1,848,069**	**$ (39,179)**	***102%***
	Personnel services	$ 1,059,030	$ 992,679	$ 66,351	*94%*
	Materials and services	823,040	641,281	181,759	*78%*
	Capital outlay	257,000	212,949	44,051	*83%*
	TOTAL EXPENDITURES	**$ 2,139,070**	**$ 1,846,909**	**$ 292,161**	***86%***
230 - Building Inspection Fund					
	Licenses and permits	$ 939,000	$ 1,499,286	$ (560,286)	*160%*
	Investment revenue	140,000	165,005	(25,005)	*118%*
	TOTAL REVENUES	**$ 1,079,000**	**$ 1,664,291**	**$ (585,291)**	***154%***
	Personnel services	$ 1,027,800	$ 914,348	$ 113,452	*89%*
	Materials and services	201,036	172,598	28,438	*86%*
	Transfers out	368,400	368,400	-	*100%*
	TOTAL EXPENDITURES	**$ 1,597,236**	**$ 1,455,345**	**$ 141,891**	***91%***
231 - Community Development Fund					
	Licenses and permits	$ 668,567	$ 734,565	$ (65,998)	*110%*
	Charges for services	443,006	337,738	105,268	*76%*
	Intergovernmental	265,000	103,000	162,000	*39%*
	Investment revenue	70,000	121,780	(51,780)	*174%*
	Transfers in	4,450,970	3,924,359	526,611	*88%*
	TOTAL REVENUES	**$ 5,897,543**	**$ 5,223,866**	**$ 673,677**	***89%***
	Personnel services	$ 3,976,150	$ 3,607,744	$ 368,406	*91%*
	Materials and services	755,100	504,455	250,645	*67%*
	Transfers out	860,186	661,818	198,368	*77%*
	TOTAL EXPENDITURES	**$ 5,591,436**	**$ 4,774,017**	**$ 817,419**	***85%***
240 - Road Operating Fund					
	Intergovernmental	$ 2,249,000	$ 2,223,376	$ 25,624	*99%*
	Investment revenue	91,500	38,539	52,961	*42%*
	Other revenues	-	1,063	(1,063)	-
	TOTAL REVENUES	**$ 2,340,500**	**$ 2,262,978**	**$ 77,522**	***97%***
	Personnel services	$ 590,870	$ 433,058	$ 157,812	*73%*
	Materials and services	760,312	700,173	60,139	*92%*
	Capital outlay	342,000	307,648	34,352	*90%*
	Debt service	360,000	356,443	3,557	*99%*
	Transfers out	1,578,693	692,507	886,186	*44%*
	TOTAL EXPENDITURES	**$ 3,631,875**	**$ 2,489,829**	**$ 1,142,046**	***69%***

City of Wilsonville - Fund Summaries
Reporting Month: June FY 2025

	Current Year Budget	Year to Date Activity	*Remaining Balance*	*% Used*
241 - Road Maintenance Fund				
Charges for services	$ 2,585,000	$ 2,795,977	$ (210,977)	*108%*
Investment revenue	89,000	187,739	(98,739)	*211%*
TOTAL REVENUES	**$ 2,674,000**	**$ 2,983,716**	**$ (309,716)**	***112%***
Transfers out	$ 2,842,830	$ 2,133,814	$ 709,016	*75%*
TOTAL EXPENDITURES	**$ 2,842,830**	**$ 2,133,814**	**$ 709,016**	***75%***
260 - Transit Fund				
Taxes	$ 6,200,000	$ 4,694,442	$ 1,505,558	*76%*
Intergovernmental	5,183,000	5,617,038	(434,038)	*108%*
Charges for services	20,000	20,168	(168)	*101%*
Investment revenue	640,000	845,681	(205,681)	*132%*
Other revenues	21,000	88,412	(67,412)	*421%*
TOTAL REVENUES	**$ 12,064,000**	**$ 11,265,741**	**$ 798,259**	***93%***
Personnel services	$ 5,611,270	$ 4,199,590	$ 1,411,680	*75%*
Materials and services	2,909,951	2,478,899	431,052	*85%*
Capital outlay	2,030,000	1,368,332	661,668	*67%*
Transfers out	6,596,580	5,740,181	856,399	*87%*
TOTAL EXPENDITURES	**$ 17,147,801**	**$ 13,787,002**	**$ 3,360,799**	***80%***
510 - Water Operating Fund				
Charges for services	$ 10,263,900	$ 11,175,179	$ (911,279)	*109%*
Investment revenue	800,000	812,430	(12,430)	*102%*
Other revenues	40,000	68,943	(28,943)	*172%*
TOTAL REVENUES	**$ 11,103,900**	**$ 12,056,552**	**$ (952,652)**	***109%***
Personnel services	$ 716,720	$ 409,671	$ 307,049	*57%*
Materials and services	5,935,766	4,309,326	1,626,441	*73%*
Capital outlay	1,518,500	164,703	1,353,797	*11%*
Debt service	375,000	370,754	4,246	*99%*
Transfers out	10,711,214	7,611,682	3,099,532	*71%*
TOTAL EXPENDITURES	**$ 19,257,200**	**$ 12,866,136**	**$ 6,391,064**	***67%***
520 - Sewer Operating Fund				
Charges for services	$ 7,787,000	$ 7,881,549	$ (94,549)	*101%*
Investment revenue	420,000	559,165	(139,165)	*133%*
Other revenues	31,500	54,055	(22,555)	*172%*
TOTAL REVENUES	**$ 8,238,500**	**$ 8,494,768**	**$ (256,268)**	***103%***
Personnel services	$ 481,890	$ 321,415	$ 160,475	*67%*
Materials and services	4,239,192	3,477,299	761,893	*82%*
Capital outlay	230,000	-	230,000	*0%*
Debt service	2,880,000	2,873,600	6,400	*100%*
Transfers out	4,016,532	2,670,179	1,346,353	*66%*
TOTAL EXPENDITURES	**$ 11,847,614**	**$ 9,342,493**	**$ 2,505,121**	***79%***
550 - Street Lighting Fund				
Charges for services	$ 544,500	$ 562,006	$ (17,506)	*103%*
Investment revenue	30,000	53,485	(23,485)	*178%*
TOTAL REVENUES	**$ 574,500**	**$ 618,491**	**$ (43,991)**	***108%***
Materials and services	$ 331,310	$ 270,465	$ 60,845	*82%*
Transfers out	1,220,939	567,917	653,022	*47%*
TOTAL EXPENDITURES	**$ 1,552,249**	**$ 838,382**	**$ 713,867**	***54%***
570 - Stormwater Operating Fund				
Charges for services	$ 3,527,500	$ 3,595,786	$ (68,286)	*102%*
Investment revenue	230,000	290,846	(60,846)	*126%*
TOTAL REVENUES	**$ 3,757,500**	**$ 3,886,631**	**$ (129,131)**	***103%***
Personnel services	$ 459,780	$ 361,195	$ 98,585	*79%*
Materials and services	852,592	602,174	250,419	*71%*
Debt service	842,000	836,423	5,577	*99%*
Transfers out	2,645,119	1,545,575	1,099,544	*58%*
TOTAL EXPENDITURES	**$ 4,827,491**	**$ 3,360,125**	**$ 1,467,366**	***70%***

City of Wilsonville - SDC Fund Summaries
Reporting Month: June FY 2025

		Current Year Budget	Year to Date Activity	*Remaining Balance*	*% Used*
336 - Frog Pond Development					
	Licenses and permits	$ 2,000,000	$ 2,038,936	$ (38,936)	*102%*
	Investment revenue	93,500	178,273	(84,773)	*191%*
	TOTAL REVENUES	**$ 2,093,500**	**$ 2,217,209**	**$ (123,709)**	***106%***
	Materials and services	$ 32,560	$ 2,597	$ 29,963	*8%*
	Transfers out	4,449,726	1,671,996	2,777,730	*38%*
	TOTAL EXPENDITURES	**$ 4,482,286**	**$ 1,674,593**	**$ 2,807,693**	***37%***
348 - Washington County TDT					
	Washington County TDT	$ -	$ 311,156	$ (311,156)	-
	Investment revenue	34,000	102,734	(68,734)	*302%*
	TOTAL REVENUES	**$ 34,000**	**$ 413,890**	**$ (379,890)**	***1217%***
346 - Roads SDC					
	System Development Charges	$ 900,000	$ 4,835,291	$ (3,935,291)	*537%*
	Investment revenue	242,500	488,003	(245,503)	*201%*
	TOTAL REVENUES	**$ 1,142,500**	**$ 5,323,294**	**$ (4,180,794)**	***466%***
	Materials and services	$ 38,820	$ 12,382	$ 26,438	*32%*
	Transfers out	10,893,557	3,998,267	6,895,290	*37%*
	TOTAL EXPENDITURES	**$ 10,932,377**	**$ 4,010,650**	**$ 6,921,727**	***37%***
396 - Parks SDC					
	System Development Charges	$ 825,000	$ 855,783	$ (30,783)	*104%*
	Investment revenue	43,500	110,521	(67,021)	*254%*
	TOTAL REVENUES	**$ 868,500**	**$ 966,304**	**$ (97,804)**	***111%***
	Materials and services	$ 15,810	$ 1,321	$ 14,489	*8%*
	Transfers out	1,348,447	463,298	885,149	*34%*
	TOTAL EXPENDITURES	**$ 1,364,257**	**$ 464,619**	**$ 899,638**	***34%***
516 - Water SDC					
	System Development Charges	$ 1,000,000	$ 1,718,400	$ (718,400)	*172%*
	Investment revenue	238,000	308,292	(70,292)	*130%*
	TOTAL REVENUES	**$ 1,238,000**	**$ 2,026,692**	**$ (788,692)**	***164%***
	Materials and services	$ 24,280	$ 3,648	$ 20,632	*15%*
	Debt service	457,000	450,699	6,301	*99%*
	Transfers out	9,262,103	6,047,615	3,214,488	*65%*
	TOTAL EXPENDITURES	**$ 9,743,383**	**$ 6,501,963**	**$ 3,241,420**	***67%***
526 - Sewer SDC					
	System Development Charges	$ 550,000	$ 899,874	$ (349,874)	*164%*
	Investment revenue	31,500	70,014	(38,514)	*222%*
	TOTAL REVENUES	**$ 581,500**	**$ 969,889**	**$ (388,389)**	***167%***
	Materials and services	$ 20,640	$ 1,324	$ 19,316	*6%*
	Transfers out	1,917,994	653,098	1,264,896	*34%*
	TOTAL EXPENDITURES	**$ 1,938,634**	**$ 654,423**	**$ 1,284,211**	***34%***
576 - Stormwater SDC					
	System Development Charges	$ 200,000	$ 528,676	$ (328,676)	*264%*
	Investment revenue	77,500	168,424	(90,924)	*217%*
	TOTAL REVENUES	**$ 277,500**	**$ 697,100**	**$ (419,600)**	***251%***
	Materials and services	$ 5,380	$ 1,813	$ 3,567	*34%*
	Transfers out	922,104	306,527	615,577	*33%*
	TOTAL EXPENDITURES	**$ 927,484**	**$ 308,341**	**$ 619,143**	***33%***

City of Wilsonville - URA Fund Summaries
Reporting Month: June FY 2025

	Current Year Budget	Year to Date Activity	*Remaining Balance*	*% Used*
805 - Year 2000 Capital Projects				
Capital outlay	$ 1,454,120	$ 1,454,227	$ (107)	*100%*
TOTAL EXPENDITURES	**$ 1,454,120**	**$ 1,454,227**	**$ (107)**	***100%***
810 - Westside Program Income				
Investment revenue	$ 5,000	$ 6,306	$ (1,306)	*126%*
TOTAL REVENUES	**$ 5,000**	**$ 6,306**	**$ (1,306)**	***126%***
815 - Westside Capital Projects				
Investment revenue	$ 128,500	$ 275,921	$ (147,421)	*215%*
TOTAL REVENUES	**$ 128,500**	**$ 275,921**	**$ (147,421)**	***215%***
Materials and services	$ 223,808	$ 147,200	$ 76,609	*66%*
Capital outlay	2,227,681	441,966	1,785,715	*20%*
TOTAL EXPENDITURES	**$ 2,451,489**	**$ 589,165**	**$ 1,862,324**	***24%***
825 - Coffee Creek Capital Projects				
Investment revenue	$ 2,500	$ 19,211	$ (16,711)	*768%*
Transfers in	500,000	-	500,000	*0%*
TOTAL REVENUES	**$ 502,500**	**$ 19,211**	**$ 483,289**	***4%***
Materials and services	$ 136,004	$ 136,004	$ -	*100%*
TOTAL EXPENDITURES	**$ 136,004**	**$ 136,004**	**$ -**	***100%***
827 - Coffee Creek Debt Service				
Taxes	$ 748,000	$ 673,312	$ 74,688	*90%*
Investment revenue	6,000	24,341	(18,341)	*406%*
TOTAL REVENUES	**$ 754,000**	**$ 697,653**	**$ 56,347**	***93%***
Debt service	$ 782,000	$ 278,115	$ 503,885	*36%*
TOTAL EXPENDITURES	**$ 782,000**	**$ 278,115**	**$ 503,885**	***36%***
830 - Wilsonville Investment Now Program				
Taxes	$ 1,056,000	$ 978,835	$ 77,165	*93%*
TOTAL REVENUES	**$ 1,056,000**	**$ 980,466**	**$ 75,534**	***93%***
Materials and services	$ 1,056,000	$ 105,600	$ 950,400	*10%*
TOTAL EXPENDITURES	**$ 1,056,000**	**$ 105,600**	**$ 950,400**	***10%***

WILSONVILLE PUBLIC LIBRARY

June 2025

Monthly Report



Youth Services staff perform their Summer Reading Program promotional skit at Lowrie Primary School.

From the Director

The 2025 Summer Reading Program has started! We invite participants of all ages to "Level Up" with this year's theme which emphasizes puzzles and games.

The program is designed for all age groups, encouraging families, children, teens, and adults to join and benefit from summer reading and activities. There are three ways to play: **Reading Log** (read for 20 minutes a day for 20 days), **STEAM Log** (complete 10 STEAM-related activities), and the **Bingo Card** (includes various reading tasks and library activities).

The Summer Reading Kick-off Event on Saturday, June 14, featured craft stations and engaging activities suitable for all ages, along with cake for all. Aron Steinke, a local author known for the popular Mr. Wolf's Class book series, gave a special presentation about 'leveling up' writing and art skills.

-Shasta Sasser, Library Director

Children's Services

Stories & STEAM

Family Storytime takes a different form with "Stories & STEAM". Children ages 3-5 years old and their grown-ups explore great stories and enjoy a STEAM craft at these weekly programs on Wednesdays at 10:30am and 12pm.

Storywalk Artist Talk: Gabi Snyder

Gabi Snyder, the award winning local picture book author, read her book *Look* to us and answered questions about being an author at this special talk on June 28. The *Look* Storywalk is in Tivoli Park, and has an associated scavenger hunt.



Youth librarians demonstrate making "elephant toothpaste" (hydrogen peroxide mixed with detergent soap and dry yeast) at Stories & STEAM on June 18.

UPCOMING:

- Thursday Fun Shows at 11am at Memorial Park featuring comedy, dancing, magic, and more!
- STEAM classes presented by OMSI, the University of Oregon's Museum of Natural and Cultural History, and the Oregon Aquarium throughout July. Registration is required for OMSI classes. Find out more at www.wilsonvillelibrary.org/SummerSTEAM.
- Family Tabletop Board Games events on Tuesdays, July 1, 15, and 29, from 6-7:30pm.



The "Legend of Zelda Scavenger Hunt" on June 25 had teens racing around the library searching for clues to solve the puzzle based on the Legend of Zelda game series. This event was created by the Teen Advisory Board.

Teen Services

Library After Dark: Five Nights At Freddy's

Over 50 teens watched a screening of the "Five Nights at Freddy's" movie, and then played the game and enjoyed snacks at this June 18 event.

Teen Legend of Zelda Scavenger Hunt

Teens completed a "Legend of Zelda"-themed scavenger hunt held in and around the library on June 25.

UPCOMING:

- Teen Wednesday Events in July include a Mario Party, laser tag tournament, and the annual waterfight in Memorial Park.

Adult Services

New weekly "Sit & Stitch" program

June saw the start of our new weekly "Sit & Stitch" program. Adults of all crafting levels are invited to drop-in and meet new friends as they work on their yarn project at this Monday program from 1:30-3pm.

Tabletop Game Night

This new monthly program features classic and modern board games for adults to play. Attendees can choose from the selection provided, or bring their own games. This monthly event occurs on the first Thursday from 6-7:30pm.



A team hard at work putting together a 500 piece puzzle in an hour at the Speed Puzzling Event on June 12.

UPCOMING:

- Online "Profiles" program explores the works of child prodigies on Wednesday, July 2, at 11am
- Tabletop game night on Thursday, July 3, from 6-7:30pm.
- Space Talk about the search for life in the universe on Saturday, July 12, at 11am.
- Celebration Cinema celebrates the 40th anniversary of *The Goonies* on Friday, July 18, at 3pm.
- Flash Fiction Workshop on Thursday, July 24, from 6-7:30pm.



Library Supervisor Karen Brennan studies the new Book Bike in the library's staff area.

Around the Library

The Book Bike has arrived!

The Book Bike is an e-bike with a compartment for books and library check-out equipment that can be taken by library staff to city events. It was paid for by the Friends of the Wilsonville Library and a Wilsonville-Metro Community Enhancement Grant, and made in Portland by Icicle Tricycles. We're excited it's finally here!

Bilingual book option for Imagination Library

Starting in June, children who have signed up for the Dolly Parton Imagination Library can now choose to receive bilingual books.

JUNE

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1  **Summer Reading Starts!**	2 **Rent Well Lab** 10am-1pm **Sit and Stitch** 1:30-3pm	3 **Intermediate ESL** 10am	4 **Profiles** Writing with Pride: 5 LGBTQ+ Authors Zoom 11am	5 **Game Night** 6-7:30pm	6 **WIC Pop-Up Clinic** 10am-12pm 1-4pm **First Friday Film** Last Breath (PG-13) 3pm	7 **Space Talks** The Impact of Artificial Intelligence at NASA 11am-12:30pm
8 R	9 **Sit and Stitch** 1:30-3pm	10 **Intermediate ESL** 10am	11	12 **Speed Puzzling Event** 6-7:30pm	13 **WIC Pop-Up Clinic** 10am-12pm 1-4pm	14 **Summer Reading Kickoff** 10am-2pm **Aron Steinke** 1pm
15 E	16 **Rent Well Lab** 10am-1pm **Genealogy Club** 1pm **Sit and Stitch** 1:30-3pm	17 **Toddler & Baby Time** 10:30am & 11:15am **Intermediate ESL** 10am	18 **Stories & STEAM** 10:30am 12pm **TAB** 2-4pm **Teen Event** Five Nigths At Freddy's: Library After Dark 8-11pm	19 **Library Closed** Juneteenth	20 **WIC Pop-Up Clinic** 10am-12pm 1-4pm **Play Group** 10:30am-12pm **Celebration Cinema** 3-5pm	21 **Spanish Storytime** 11am
22 A	23 **Blood Drive** 12-6pm **Sit and Stitch** 1:30-3pm	24 **Toddler & Baby Time** 10:30am & 11:15am **Intermediate ESL** 10am	25 **Stories & STEAM** 10:30am 12pm **TAB** 2-4pm **Teen Event** Legend of Zelda Scavenger Hunt 4-6pm	26 **Thursday Fun Show** Shanti Cain: Creature Teacher 11am	27 **WIC Pop-Up Clinic** 10am-12pm 1-4pm **Play Group** 10:30am-12pm	28 **Storywalk Author** Gabi Snyder 11am
29 D	30 **Rent Well Lab** 10am-1pm **Sit and Stitch** 1:30-3pm					

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Wilsonville, OR 97070
(503) 682-2744
wilsonvillelibrary.org
reference@wilsonvillelibrary.org

Hours
Monday - Thursday 10-8
Friday - Saturday 10-6
Sunday 1-6

WILSONVILLE PUBLIC LIBRARY



Parks and Recreation Report | June 2025

Director's Report

Summer is in full swing and as you would imagine, our department is very busy with park maintenance, over-seeing projects, booking reservations, and running programs. Some specific highlights for the month include:

- Temporary pride month mural at the Parks & Rec Administration Building
- Korean War Remembrance Ceremony
- Start of summer camps including STARS Camp
- Tournament prep
- Free skateboard lessons
- Juneteenth and Pride event support
- Disc golf course expansion
- Community garden updates
- Water features opened for the season
- Volunteer group coordination
- Memorial Park gate improvements

For further details on these and other June highlights please read on…

~Kris Ammerman

Recreation & Arts Updates

STARS Camp



The annual STARS Camp took place June 16 -18! The camp, which is intended for those on the free or reduced lunch program, is run by Wilsonville High School volunteers. 36 campers attended camp this year! They enjoyed field games, science experiments, nature hikes, and more. We are happy to be able to offer this camp to the community.

Summer Camps are in Full Swing!

Summer camps began the week of June 16. Already we have seen several sports camps including tennis, basketball, cheerleading, volleyball, and flag football, along with many multi-sport camps! The ever-popular Chess Wizards chess camp also ran at the Parks and Rec Admin Building, their first week had 25 kids enrolled! There are still lots of camps available. Those interested should register at WilsonvilleParksandRec.com/Register

Temporary Pride Month Mural at Parks & Rec Admin

Previously at the April Arts, Culture and Heritage Committee (ACHC) meeting, the Commission selected Daren Todd and his design for this year's temporary pride mural to be installed for the month of June. Daren enjoys "funky abstract designs" and "making larger than-life sized artworks and installations designed to inspire." He has recently completed work for the Portland Trail Blazers and the Portland Streetcar. His unique design for Wilsonville Pride is called "Celebrating In Every Color "and it expresses a vibrant and joyful celebration of queer love, identity and community. The mural is inspired by the Progress Pride Flag and is designed with a rainbow gradient from left to right. Monochromatic hues make up each of the seven panels, a nod to the visual spectrum depicted in the illustrations that honors the full diversity of the LGBTQIA+ community. The design allows for light to come into the building and also invites people to pause, reflect and celebrate Pride in all its forms. The purpose and goal of the mural is to provide visual representation to uplift, recognize and celebrate the LGBTQIA+ community and celebrate and honor Pride Month which was achieved by Daren's thoughtful design.



Recreation & Arts Updates cont.

Skateboard Lessons

In partnership with the Wilsonville Skate park Association, free skateboard lessons were offered this month. 22 young community members had the opportunity to learn the basics of skateboarding during three sessions taught by volunteer coaches.







Korean War Remembrance Ceremony

Nearly 300 individuals were in attendance on Saturday, June 29 at Town Center Park for a ceremony remembering the 75th Anniversary of the Outbreak of the Korean War. Speeches were made by Mayor O'Neil, The Honorable Eunji Seo, Consul General, Consulate General of the Republic of Korea in Seattle, Francesca Kim, President, Korean Society of Oregon and Dr. Nakeia Daniels, Director of Oregon Department of Veterans Affairs (ODVA). Veterans were recognized throughout the event, seven memorial wreaths were placed and taps were played at the culmination to honor those who were lost.





Parks Team



The team has been busy with normal operations and helping with other department's events such as Pride and Juneteenth!

Other project include community garden upgrades, disc golf expansion work, gate improvements at Memorial Park and coordinating volunteer groups in the parks.





A diseased white oak tree was removed at Murase Plaza.



The team has also been working on the shelter replacement at Willow Cre

Board Highlights

Parks and Recreation Advisory Board

The Parks and Recreation Advisory Board welcomed two new members at their June meeting. The Board also took time to review the grant criteria of the Community Opportunity Grant. At this time the Board is not recommending any changes to grant applicant criteria.

Arts, Culture, and Heritage Commission (ACHC)

While the ACHC did not meet in June they got to see the design they selected come to life for the 2025 Temporary Pride Month Mural completed by Daren Todd.

Kitakata Sister City Advisory Board

The Kitakata Sister City Advisory Board met and built out the itinerary for the student delegation scheduled to visit in December 2025. In addition to playful stops at Bullwinkles, Frog Pond Farm and the World Forestry Center, the delegation will be touring City facilities and enjoying breakfast with the Executive Team on Monday, December 8. The Board also finalized designs for two stickers that will be used for tabling at events and handouts for the delegation visitors.





Upcoming Events

July 4 Concert and Laser Light Show: Friday, July 4, 8 pm, Town Center Park

Skate Jam: Saturday, July 19, 1 –3 pm, Memorial Park Skatepark

Movies in the Park Series

Friday, July 25, dusk, Town Center Park—Moana 2

Friday, August 8, dusk, Town Center Park—Inside Out 2

Friday, August 22, dusk, Memorial Park River Shelter—Wild Robot

Rotary Summer Concert Series

Thursday, July 17, 5:30 pm, Town Center Park—Johnny Limbo and the Lugnuts

Thursday, July 24, 5:30 pm, Town Center Park—Kalimba

Thursday, July 31, 5:30 pm, Town Center Park—Hit Machine

Thursday, August 7, 5:30 pm, Town Center Park—Norman Sylvester Band

Party in the Park: Thursday, August 21, 5-8 pm, Town Center Park

City of Wilsonville Police

JUNE 2025



As part of their year-long fundraising efforts, Wilsonville High School students hosted a June fundraiser to help expand student access to sports and extracurricular activities. All proceeds went directly to support the school and its students.

Pictured here is Wilsonville's School Resource Officer (SRO), Deputy Zach Keirsey, taking one for the team in a tank. Maybe the person who enjoyed it most was West Linn's SRO, Jabral Johnson.



Wilsonville Police joined the City's Civics Academy on June 12

The City of Wilsonville will complete their 2025 Civics Academy in August. Wilsonville Police were pleased to be involved on June 12 at the TVF&R Station 56 for the Police and Tualatin Valley & Fire Rescue segment, where members of our Behavioral Health, Traffic, and Patrol teams spoke. For more information about the Civics Academy and all that it encompassed during 2025, please visit the City's website at Wilsonville Civics Academy | City of Wilsonville Oregon, For information about 2026, contact Zoe Mombert at 503-570-1503.

City of Wilsonville Police dropped in on a local Girl Scout's Troop camp, Wil-LO-Linn, during the last week of June.

Camp Wil-LO-Linn is planned and run entirely by volunteers, originating in 1992 as a spin-off of Camp Kerr run in Lake Oswego during the 1960's.

The girls gain skills and confidence as they learn to cook outdoors, safety and first aid, tying knots, and camp preparation.

For more information, check out willolinn.org/all-about-camp.

On June 25, the Wilsonville Police and Clackamas County Sheriff's Office partnered with the Oregon Department of Transportation (ODOT) in a joint operation targeting unauthorized moving companies. Several drivers were cited or educated during the effort. The operation aimed to ensure that businesses advertising moving services in Clackamas County meet state safety and integrity standards. Oregon's moving industry is heavily regulated to protect both personal safety and property. Individuals with concerns or complaints about a household move can contact the Department of Justice Consumer Protection Division. To find certified movers, visit ODOT's Household Goods Moving website.

On Jun 21, Boy Scout Troop 194 held its annual plant sale on the lawn off the Community Center and Police Station.

This event is an annual fundraiser with proceeds going towards helping kids attend summer camp. Included were baked goods for sale.

Members of the police department stopped by check out the merchandise and visit with the troop.

On June 29, a Korean War Remembrance Ceremony was held at Wilsonville's Town Center Park to mark the grand opening of the Oregon Korean War Memorial Interpretive Center. Wilsonville Police were honored to attend the event, celebrating its importance and paying tribute to the enduring significance of those who served.



Thank you, Wilsonville Police Officer Deputy Melissa Campos!

In June, Deputy Campos received two commendations recognizing her professionalism, compassion, and thoroughness. The first came from a citizen who was deeply moved by the care and empathy Deputy Campos showed while delivering a difficult death notification. So impressed by her compassion, the individual contacted our office to personally commend her to a supervising sergeant.

The second commendation stemmed from her role as the primary deputy in the case of a missing 10-year-old autistic child. Deputy Campos demonstrated exceptional communication with all involved and coordinated a swift, efficient law enforcement response. The child was safely located within just 10 minutes.







It's Summertime! And we're back working some bike patrol. Even the Chief has been hitting the streets, parks, and community spaces.

Pictured left:

Sergeant Jason Ritter, Traffic Deputy Nate Banfi, and Chief of Police Rob Wurpes.

City of Wilsonville
Call Activity

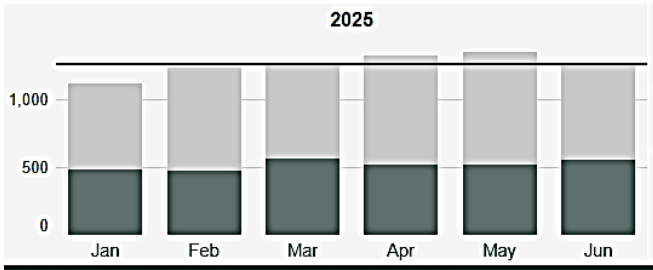
7,526
Total Calls

YEAR 2025

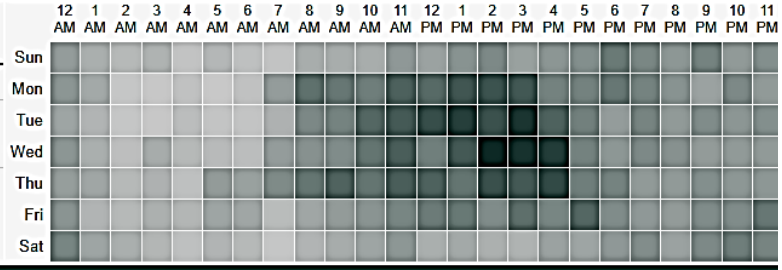
High Priority • 624	Medium Priority • 5,044	Low Priority • 1,858

Public-Initiated • 3,102	Deputy-Initiated • 4,424

Call Activity by Month and Year



Call Activity by Day of Week and Hour of Day



This dashboard is maintained by CCSO's Strategic Analysis Unit
Data source: Clackamas County Communication's Computer Aided Dispatch (CAD) software
Updated: 7/1/2025 2:29:41 PM (UTC)

JUNE 2025

231	151	239	301	334
Assist	Crime	Disorder	Other	Traffic

Crime	Domestic violence	29
	Harassment/menacing	23
	Theft	21
	Trespass	18
	Criminal mischief	12
	Fraud	12
	Hit and run	10
	Assault/abuse	6
	Violation of restraining order	6
	Stolen vehicle	5
	Sex offense	4
	Vice	3
	Burglary	1
	Escape/pursuit	1
Disorder	Suspicious activity	111
	Parking complaint	36
	Premise check	27
	Noise complaint	11
	Animal complaint	10
	Disturbance	9
	Juvenile complaint	9
	Subject contact	9
	Unwanted person	7
	Juvenile custody dispute	5
	Minor in possession	3
	Promiscuous shooting	2

Assist	Assist public	84
	Assist other agency	67
	Alarm	56
	Assist fire/medical	14
	Missing person	10
Other	Follow-up	131
	Community contact	55
	Civil	27
	Detail/special duty (non-traffic)	27
	Extra patrol	23
	Behavioral health	15
	Property	13
	Warrant service	6
	Other	2
	Home visit	1
	Information	1
Traffic	Traffic stop	276
	Traffic complaint	23
	Traffic crash	21
	Hazard	13
	Detail/special duty (traffic only)	1

Dashboards | Clackamas County

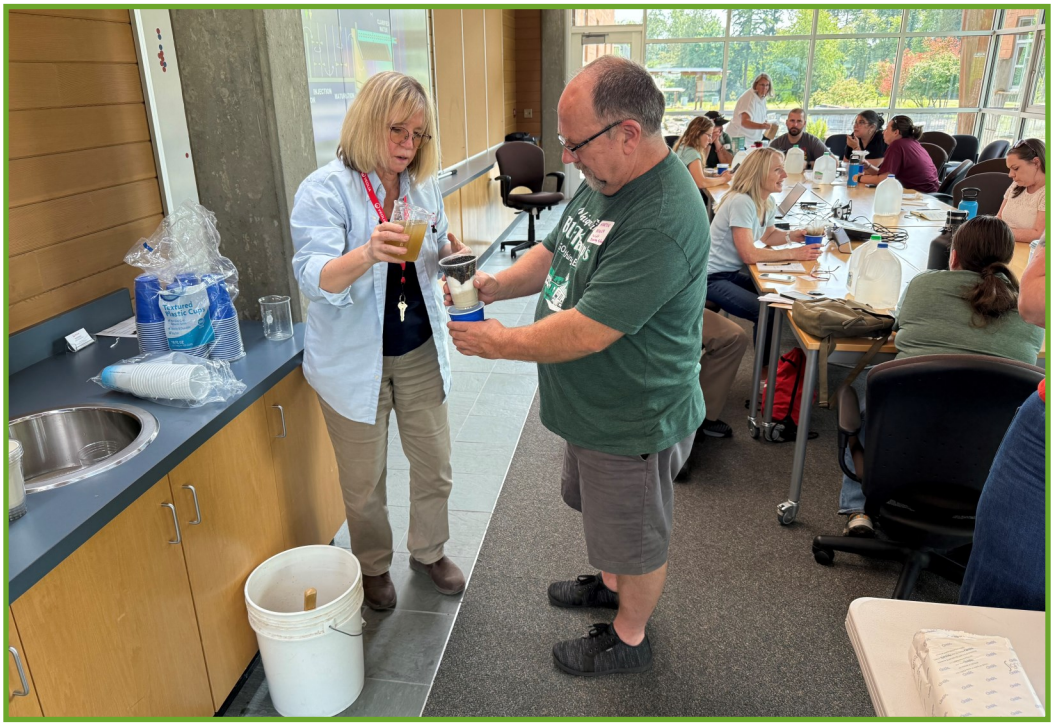
WILSONVILLE
PUBLIC WORKS

JUNE 2025

Monthly Report

From The Director's Office:

On June 23, Kim Reid (pictured below on the left), Veolia's Plant Manager at the Willamette River Water Treatment Plant hosted 22 high school teachers from around the Portland– Metro area who are participating in the Educator Externship (EE). The goal of the EE program is to give teachers exposure to career opportunities for their students and in turn they can tailor class curriculum or provide guidance to their students who may want to pursue these professions. The event at the water plant was developed to help the educators understand the water industry through a tour of the plant and a hands-on exercise showing how water filtration works. Participants were provided materials including paper cups, gravel, coarse and fine sand, coffee filter, paper towels and cotton balls along with along with general instructions about building a water filter. Once the filters were constructed, faux 'dirty' water was poured into the cups to see how effectively each filter cleaned the water. The teachers provided positive feedback for this event and several instructors have expressed interest in returning with their students to learn more about the water industry.



PUBLIC WORKS
FIRST RESPONDER

Best Regards,

Delora Kerber, Public Works Director

Roads

Signs of Summer

The Roads team marked the summer solstice by updating the banners around town to reflect the current sunny season. Another marker of summer is the increase in graffiti activity around the City. The Roads team spends a great deal of time cleaning up after these offenders. If you find graffiti, please use the *Ask the City* page of the City website to report it so that it can be addressed as quickly as possible. If you see someone defacing property in real time, please call the Wilsonville Police Department to report the crime.







Roads

Keep Them Moving

The Roads team keeps Wilsonville residents moving safely and is responsible for pot hole repairs and asphalt patches to maintain public roadways and prevent further damage and the need for larger, more costly repairs. Volunteer groups work in harmony with the Roads team to keep City streets free of rubbish and debris. Thirty-five of the City's forty designated Adopt-A-Road segments are currently being cared for by volunteers. For more information on the Adopt-A-Road program, please visit the City's website and search for Adopt-A-Road.





Stormwater

Getting Dirty to Keep Waterways Clean

Catch basin cleaning continues for the Stormwater team. Crew members Jay Herber and Salvador Favela are shown below demonstrating both the clean and dirty sides of tackling over 600 catch basin clean-outs in the month of June. Keeping our waterways clean isn't always glamorous! Disposing of litter and yard debris properly go a long way in helping keep the catch basins flowing freely.





Utilities

A Proper Cable Burial

The average person may not know how many underground utilities crowd the typical Right of Way (ROW). Residents expect their water, sanitary sewer and storm sewer to be brought to their home via underground pipes. Wilsonville also requires all electrical and communications equipment be below grade as well. This can create a very crowded ROW with many of the utilities being buried quite deep. This can lead to difficult and complicated repairs when they are needed. These two images depict a recent line break for a two-inch water service that occurred at roughly 5 feet of depth. The extent of damage to the service line required that we excavate all the way to the 10-inch water main, lying at eleven feet below grade. Specialty contactors were needed to conduct the work with City crews supervising. In the end the repair took almost three days to complete with backfilling and asphalt restoration work





Facilities

Upgrade City

After some minor tweaking of the system during the first week of operation, the Murase Plaza Water Feature now seems to nearly operate itself. The new system utilizes automation to turn on and shut down pumps, ultra violet (UV) systems, and erosion feeders. Operators are only entering a the water feature vault a couple of times each day to perform skimmer basket cleanings, fill erosion feeders, and manually sample the water to ensure cleanliness standards.





Facilities

But Wait, There's More!

In addition to the automated equipment, the new vault layout has provided much more space for the operators along with providing improved ventilation and lighting for added safety. The new control panel houses three variable frequency drives (VFD's), one for each water feature pump. Each VFD can be monitored and adjusted by using a surface mounted interface. With the use of the VFD's and more efficient pumps, the water feature now operates at considerably less amperage than the old pumps, resulting in additional energy savings.





Facilities

The Cost of Vandalism

At various locations around the City, park restrooms are in danger of being manipulated to allow afterhours access. Once the perpetrators are inside the restroom, the doors lock behind them leaving them inside a secured restroom by themselves until opening the next day. Often, restrooms are vandalized and covered in graffiti as a result of the afterhours stay.

Unfortunately, the only way to unlock the restrooms from the outside is to cut the power to the locks which in a location adjacent to the restrooms where the police do not have access. These types of breaches can lead to costly and significant damage. The restrooms at Town Center Park took a beating over the last couple of months. Crews found the door to the men's restroom had been severely damaged by vandals attempting to pry open the doors when locked for the night. In addition, the urinal privacy divider was torn off the wall and the entire bathroom stall divider was severely damaged and had to be removed altogether.



Facilities

Vandalism Repair

Facilities crews replaced the damaged door, installed new door hardware, replaced the urinal privacy panel, and installed a new bathroom stall divider to bring the restroom back into service. To assist the police with after hour access, the Facilities team has added a barrel key switch to the to the exterior of the restrooms and issued keys to the police department that will allow them to cut power to the locks and remove individuals that have made an after hours entry.





Facilities

Bulky Waste Day 2025

Despite the torrential downpours, Bulky Waste Day in partnership with Republic Services was once again a huge success. The event attracted 463 vehicles resulting in 55.32 tons of properly disposed waste. Facilities Maintenance worker James Stroud and Janitor Nick Simonton assisted in directing traffic, answering questions, and taking in donations at the event.

The event collected $4,733.37 in the form of cash, checks and Venmo transactions, as well as 45 pounds of foodstuffs, all of which has been turned over to Wilsonville Community Sharing.





SMART

SOUTH METRO AREA REGIONAL TRANSIT

2025 JUNE Report

Transit/Fleet

Did you know that the moon is 238,900 miles (384,472 kilometers) from wherever you are right now? The sun is 93 million miles (150 million kilometers) away from your present location. However, your closest neighbor is likely only feet away from you. Why do we dream of far-off places when we haven't yet mastered where we are? If we can't live together here on Earth, what are the chances we can live together anywhere else? Dr. Martin Luther King, Jr., would often say, "We need to learn to live together as brothers and sisters or we will surely perish together as fools."

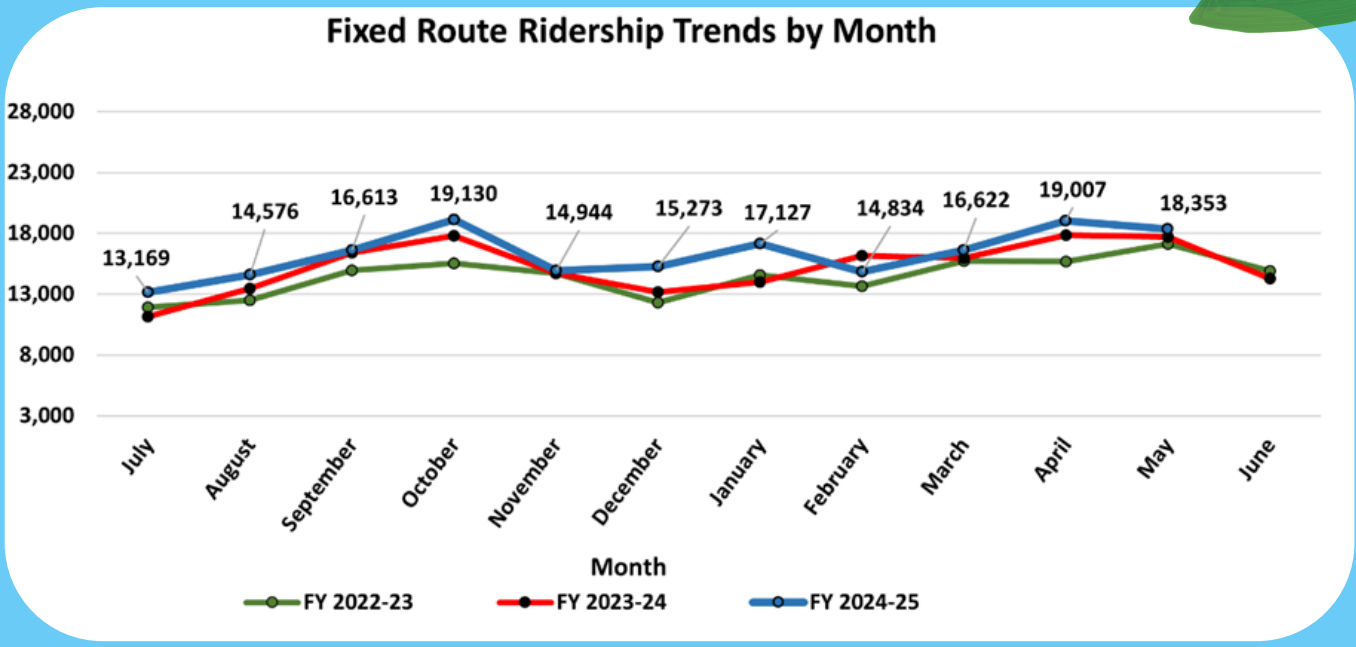


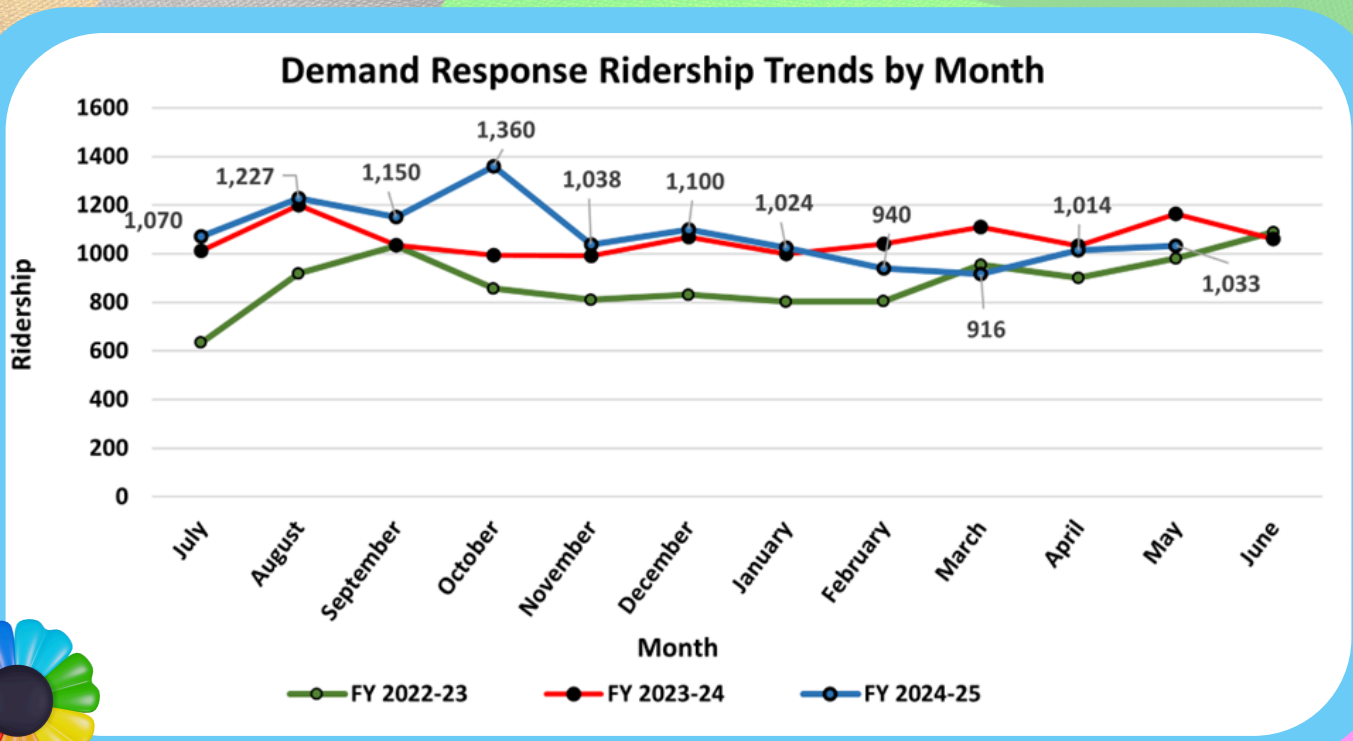
Dwight Brashear
Transit Director

RIDERSHIP TRENDS

Anne MacCracken





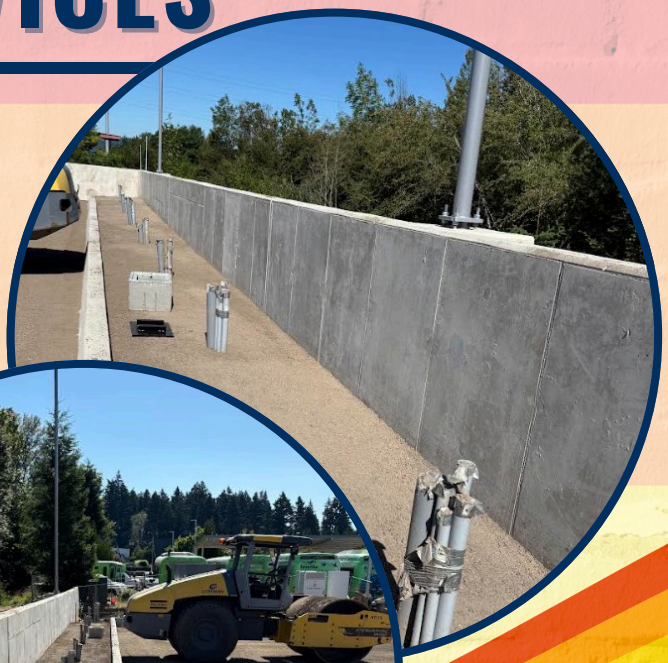




FLEET SERVICES

Scott Simonton

One component of the SMART yard expansion is the preparation for future electric vehicle charging. Conduits have been installed and stubbed out to eliminate the need for any further construction work when additional chargers are needed in the future. Three chargers are being installed as part of the current project, which meets demand at this time. As more electric buses are added, we will have an additional of six charger locations available for use.

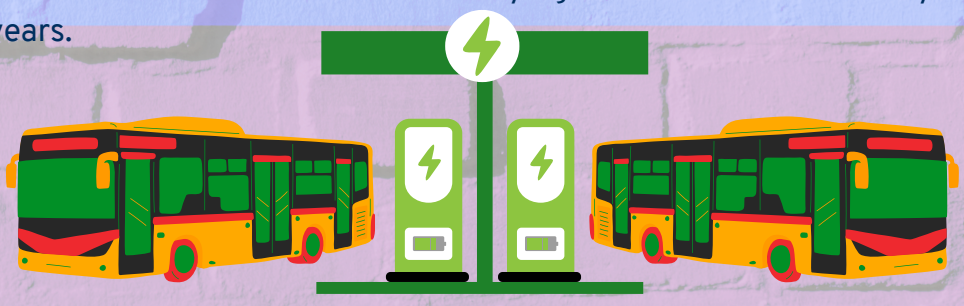




GRANTS & PROGRAMS

Kelsey Lewis

Over the last six months, we have been working with consultants to study our longer transit routes and consider options to serve them with battery electric buses. In June, SMART staff met with staff from Cherriots, the transit provider for Salem, to discuss their experience with different battery electric charging types and talk about possible future collaboration between the two agencies for charging infrastructure on our shared routes. We are not planning any shared charging in the short term, but we will share information and keep talking as new charging technology emerges. As part of this work, staff have also looked more closely at our PGE energy use and changed rate schedules for bus charging that will save money for the City. This study has given us important information as we consider buying the next round of battery electric buses in the next few years.



COMMUTE OPTIONS

Michelle Marston

June was Transit Month. Together with TriMet, SMART and other Get There Oregon partners in the Portland region the ***2025 June is Transit Month Challenge***. The month-long online challenge was open to anyone living or working in the Metro region. Participants could win prizes by logging any transit trip on the Get There Oregon website- whether for commuting or just getting around.

Each week in June, participants logged a transit trips on SMART, TriMet Buses, MAX Light Rail, WES Commuter Rail, and Portland Streetcar to be entered in a weekly prize drawing. On Tuesday, June 16, SMART teamed up with TriMet to hand out swag on the platform of the WES train. Twenty grand prizes were awarded at the end of June Transit Month. To be eligible for a grand prize, participants must have logged at least one transit trip during each full 7-day week of the challenge.

Visit the ***Challenge web page*** for updates on prizes, events and more!





During the last weekend in June SMART hosted a booth in Canby at the Bridging Cultures event. Which enabled SMART staff to reach Canby riders who use Spanish as their primary language. We were able to educate folks on the Dial-a-Ride system and how it can blend with CAT bus and TriMet service. Many folks learned that the SMART 3X bus is free to Wilsonville , which thrilled many.

SMART made a splash at Wilsonville's Juneteenth event at Town Center Park by offering the new enclosed electric trolley rides to attendees on a delightful tour around Town Center and across the recently unveiled Boeckman Bridge. SMART staff spoke with community members about transportation options available in our area and encouraged citizens to participate in the many transportation options challenges hosted by SMART during the year. We also shared information on our upcoming learn to ride a bike clinics and heART bike ride.



SAFE ROUTES TO SCHOOL

Wyle O'Neill

In June, SMART was excited to host a series of Learn to Ride clinics at Wood Middle School, where young riders gained confidence and skills through hands-on, supportive instruction. Across four engaging sessions, about 20 students had the opportunity to build their biking abilities, many of them riding independently for the very first time. From learning to balance and steer, to practicing safe starts, stops, and turns, each clinic was filled with encouragement, celebration, and plenty of pedal-powered progress.





Families and staff cheered students on as they overcame challenges and discovered the joy of riding on two wheels. The energy was high, the smiles were wide, and each session reminded us of the powerful impact of providing safe, welcoming spaces for kids to learn and grow. We're proud to help create more confident, capable riders ready to enjoy the many benefits of cycling as well as active transportation moving into summer. And we're already looking forward to the next round of clinics!

