



CITY COUNCIL & STATE OF THE CITY ADDRESS AGENDA

May 06, 2024 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

PARTICIPANTS MAY ATTEND THE MEETING AT:

City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon

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

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

TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

Register with the City Recorder:

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

Individuals may submit comments online at: <https://www.ci.wilsonville.or.us/SpeakerCard>,

via email to the address above, or may mail written comments to:

City Recorder - Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

CITY COUNCIL MISSION STATEMENT

To protect and enhance Wilsonville's livability by providing quality service to ensure a safe, attractive, economically vital community while preserving our natural environment and heritage.

EXECUTIVE SESSION [5:00 PM]

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

ADJOURN [5:30 PM]

Break to switch Zoom accounts [5min.]

REVIEW OF AGENDA AND ITEMS ON CONSENT [5:35 PM]

COUNCILORS' CONCERNS [5:40 PM]

PRE-COUNCIL WORK SESSION [5:45 PM]

- A. [Frog Pond East and South Development Code \(Pauly\) \[45 min.\]](#)
- B. IGA with Metro for Wilsonville Industrial Land Readiness Project (*Luxhoj/Pauly*) [20 min.]

ADJOURN [6:50 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, May 6, 2024 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on April 16, 2024. 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. State of the City Address

COMMUNICATIONS [7:30 PM]

5. [Tualatin Valley Fire & Rescue State of the District \(Govt Affairs Division Chief Cassandra Ulven\)](#)
6. Senator Aaron Woods
7. Representative Courtney Neron

RECESS [7:55 PM]

RECEPTION [7:55 PM]

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [8:10 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.

RESUME MAYOR'S BUSINESS [8:25 PM]

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [8:30 PM]

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

11. Councilor Dunwell

CONSENT AGENDA [8:50 PM]

12. [Resolution No. 3132](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Aaken Corporation To Construct Street Lighting LED Conversion – Phase 3 Project \(CIP #4722\). \(Montalvo\)](#)

13. [Resolution No. 3134](#)

[A Resolution To Allocate Community Enhancement Funds For Fiscal Year 2024/2025. \(Mombert\)](#)

14. [Resolution No. 3135](#)

[A Resolution Of The City Of Wilsonville Acting In Its Capacity As The Local Contract Review Board Authorizing The City Manager To Execute A Contract With Absco Solutions For Updating Card Access And Security Cameras At The Smart Administration Facility. \(Stone\)](#)

15. [Resolution No. 3136](#)

[A Resolution Of The City Of Wilsonville Acting In Its Capacity As The Local Contract Review Board Authorizing The City Manager To Execute An Intergovernmental Agreement With Clackamas County To Build Fiber Infrastructure To The Elligsen And C Level Reservoirs. \(Stone\)](#)

16. [Resolution No. 3137](#)

[A Resolution Of The City Of Wilsonville Authorizing Acquisition Of Property And Property Interests Related To Construction Of The I-5 Pedestrian Bridge Project. \(Weigel\)](#)

17. [Resolution No. 3139](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute An Intergovernmental Agreement With Metro For The Wilsonville Industrial Land Readiness Project. \(Luxhoj/Pauly\)](#)

18. [Resolution No. 3140](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute An Intergovernmental Agreement With The City Of Portland For Local Improvement District Services. \(Guile-Hinman\)](#)

NEW BUSINESS [8:55 PM]

CONTINUING BUSINESS [8:55 PM]

PUBLIC HEARING [8:55 PM]

19. [Ordinance No. 891 1st Reading \(Non-Land Use Legislative Hearing\)](#)

[An Ordinance Of The City Of Wilsonville Repealing And Replacing Wilsonville Code Sections 2.310-2.319 Regarding Public Contracts. \(Davidson\)](#)

CITY MANAGER’S BUSINESS [9:10 PM]

LEGAL BUSINESS [9:15 PM]

ADJOURN [9:20 PM]

INFORMATIONAL ITEMS – No Council Action Necessary

[Building Safety Month Proclamation](#)

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

Habr  interpretes disponibles para aqu llas personas que no hablan Ingl s, previo acuerdo. Comun quese al 503-570-1506.



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: May 6, 2024		Subject: Frog Pond East and South Master Plan Development Code	
		Staff Member: Daniel Pauly, Planning Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: The Planning Commission held a number of work sessions starting in January 2023. The Commission’s input and guidance are reflected in the draft Development Code amendments.	
Staff Recommendation: Provide requested input on draft Development Code amendments for Frog Pond East and South Implementation.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand home ownership	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond East and South Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL

An important next step in realizing the vision of the Frog Pond East and South Master Plan adopted in December 2022 is to write Development Code standards consistent with the Master Plan. This effort has been ongoing since early 2023. This work session will continue the conversation from the City Council work session on April 15 concerning narrow side yards. In addition, staff will share information about the draft variety standards recommended by the Council and Planning Commission, and how they compare to Villebois and other new urban areas in the region.

EXECUTIVE SUMMARY:

The Frog Pond East and South Master Plan, adopted by City Council in December 2022, provides clear policy direction and guidance for future development in Frog Pond East and South. An important implementation step is to develop a detailed set of Development Code standards consistent with the Master Plan. These standards will be relied on by developers to plan and design development. These standards will also be relied on by City reviewers to ensure development meets the community's expectations.

Side Yards

During the April 15 work session, City Staff received direction to bring forward proposed language regarding narrow side yards at a future work session. As stated in the previous work session, these narrow-fenced areas will occur due to setbacks and a desire to screen and secure areas. A couple of citywide code provisions can limit the concerns articulated by Council. First, as reflected in the proposed language below, the City can require that whenever a side yard area less than five-feet wide is enclosed by fencing, a gate or gates will allow through access to a rear yard or alley. The notion is that through-access will increase usability, and if there is use, there is a greater tendency to maintain to allow for the use. Second, as written below, the City can add specific language to the nuisance language in Chapter 6 of the City Code to state side yards are to be kept clear of vegetation, rubbish, junk, and other materials that would prevent the required through-access. Together this language can, with minimal additional regulation, meaningfully address the concerns about use and maintenance of side yards.

Proposed language for Subsection 4.113 (.07) *Fences in Residential Areas*

- E. When fences create an enclosed side yard area five feet or less in width, gates or other openings shall be provided creating a through connection to either a rear yard or alley.

Proposed Language for New Section 6.221

6.221. Maintenance of Side Yards in Residential Areas

- (1) In addition to nuisances applicable generally to vegetation, junk, and rubbish in residential areas in Section 6.208, 6.210, 6.216 and 6.220, side yards in residential areas shall be kept clear of vegetation, rubbish, junk, and any other material that would prevent the pedestrian passage through the side yard to a rear yard or alley, where such passage is required or otherwise enabled by lack of fencing or provision of gates.

Housing Variety

In addition to the discussion about side yard usability and maintenance, in this work session Staff will share some additional information about the proposed housing variety standards for Frog Pond East and South, including providing a comparison to Villebois and other new urban areas.

A key component of the Frog Pond East and South regulatory approach is housing variety, as reflected in the adopted Master Plan. As a refresher, this policy choice came from community input, the Planning Commission, and City Council in an effort to have a wide variety of housing types, including affordable options, integrated throughout the Master Plan area. Key housing variety concepts from the Master Plan guiding the draft Code amendments include:

- Setting a maximum amount of any one type of housing unit.
- Setting minimums for certain target unit types consistent with the Affordable Housing Analysis completed as part of the Master Plan. These “target” units include:
 - Middle housing,
 - Small units, and
 - Mobility-ready units that can accommodate individuals with limited mobility.
- Establishing the minimums and maximums at smaller geographies (subdistricts and tax lots) to encourage variety of units throughout the Master Plan area.

While the draft Development Code breaks out the housing unit and variety requirements by subdistrict and tax lot in a table, known as “Table 6B”, Planning Commission requested a summation of these requirements to better understand the total housing production numbers for the Master Plan area. Staff wanted to share with Council as well to aid in understanding the intent and expected outcome of the proposed regulations.

As a reminder, the target unit type (middle housing, small units, and mobility-ready units) minimums are not based on a percentage of the minimum total number of units, but a percentage of an assumed middle of the road scenario (125% of minimum total number of units). This projection is based on the preferred development scenario in the Master Plan and what developers are more likely to propose for development. Minimum density (total number of units) establishes the floor for housing production in an area and development typically exceeds these minimum densities. So, to achieve the Council’s desired share of target unit types, the percentages need to be applied to projected development rather than the minimum development threshold.

Based on prior work sessions with the City Council and Planning Commission, the desired percentages for target unit types are as follows: middle housing minimum of 20%, small housing unit minimum of 5%, and mobility-ready units minimum of 10% (subject to change based on additional feedback). In the table below, these minimums are presented as the minimum number of housing units (rather than percentages) for each of those target unit types based on the middle of the road scenario (125% of minimum total number of units). A column is added in the table to

the right of the minimum total number of housing units required column to show the numbers used for calculating the target minimums (125% of total minimum). Note, that the target unit type numbers were calculated based on individual subdistricts and tax lots, so due to rounding for each of these smaller geographies the numbers do not calculate as a perfect percentage of the summed numbers for East, South, and the total Master Plan area. Also, the 125 mixed use housing units on the Brisband Main Street in East are included in the total, but not used for calculating the minimum of the target unit types.

Table summing housing unit requirements for East, South, and the total Master Plan area.

Area	Minimum Total Number of Units (from Table 6B)	Assumed Total Units for Calculating Target Unit Minimums (125% of Minimum Total)	Minimum Number of Middle Housing Units (from Table 6B)	Minimum Number of Small Units (from Table 6B)	Minimum Number of Mobility-Ready Units (from Table 6B)
East	918	1116 (991 excluding 125 mixed-use units)	201	54	102
South	407	509	112	37	58
Total	1325	1625 (1500 excluding 125 mixed use units)	313	91	160

How do the proposed variety standards for target unit types compare to the rest of Wilsonville and Villebois?

Based on Planning Commission requests, Staff took a detailed look at how the proposed variety standards for Frog Pond East and South compare to Villebois. Of 2,593 built or approved units in Villebois 1,538 (59%) are detached single-family homes, 524 (20%) are townhomes (which meet the middle housing definition), and 531 (20%) are apartments, condos, and similar. This multi-family number includes some ADU-sized units over garages and a smaller three-unit condo building that would meet the definition of a triplex (middle housing). The overall variety proposed in Frog Pond East and South is consistent, both in terms of amount of single-family detached and middle housing, with what has been built in Villebois. Of note, just over 20% of the units in Villebois are middle housing, particularly townhouses, consistent with the proposed 20% requirement in Frog Pond East and South. Also, interestingly 59% of units in Villebois are detached homes, which roughly aligns with the proposal that not more than 60% of land be used for the development of a single housing type (anticipated to be single-family detached units).

Staff also did try to approximate the number of Villebois units that would meet the mobility-ready definition, though the data is not as complete as for middle housing and single-family. Mobility-ready units, including elevator-served apartments and condos as well as ground floor

apartments, total 421 units, or approximately 16% of total Villebois units. This does not include any primary suite-on-main homes, which do exist in Villebois. Frog Pond East and South does not require and will not likely have as many multi-family units, so the percentage of elevator-served, mobility-ready apartment units would not likely be as high.

Like mobility-ready units, the data on unit size is limited. However, it is estimated that a combination of multi-family units and smaller townhouses exceeds 5% of the Villebois units.

How do the proposed variety standards for target unit types compare to neighboring suburban growth areas?

Staff also looked at how the proposed variety standards align with adopted or proposed standards in other areas in the region recently added to the urban growth boundary (UGB). This includes Cooper Mountain North in Beaverton and Witch Hazel Village South in Hillsboro, added to the UGB in 2018 at the same time as Frog Pond East and South, as well as River Terrace 2.0 in Tigard, added to the UGB in 2023. The location of these recent UGB additions can be seen in Attachment 1. While each jurisdiction has taken its own unique approach, the main concepts of housing variety are consistent with the Frog Pond East and South Master Plan and draft Development Code:

- All plans assume a mix of housing types, including middle housing consistent with House Bill 2001.
- All plans speak about avoiding housing type separation and having block to block variety as well as design standards allowing a variety of housing types to be integrated cohesively.
- Cooper Mountain's proposed code includes a requirement that a minimum percentage of units not be single-detached homes. Of note, the Cooper Mountain proposal does not include multi-family, so this 30% proposal is middle housing.
- Cooper Mountain's proposed code also requires two or three different types of non single-family detached homes based on development size, similar to Wilsonville's number of housing types requirement.
- River Terrace 2.0 discusses feathering out, similar to the transect created by the different Urban Form Types in Frog Pond East and South. Different block-level urban forms are discussed in relation to the transect or feathering out.

Discussion Questions

The following would be helpful feedback from the City Council at this work session:

- What, if any, additional feedback does the City Council have on standards for narrow side yards?
- How does the additional information regarding Villebois and other jurisdictions impact your input on the draft variety standards, is there increased confidence or additional modifications to propose?

EXPECTED RESULTS:

Feedback from the meeting will guide completion of a package of Development Code amendments for adoption.

TIMELINE:

After final work sessions in May and June, Planning Commission and City Council public hearings will be held in July and August.

CURRENT YEAR BUDGET IMPACTS:

The Development Code implementation work is funded by remaining funds from the \$350,000 Metro grant for the Frog Pond East and South Master Plan and matching City funds in the form of staff time.

COMMUNITY INVOLVEMENT PROCESS:

During this implementation phase, the primary focus is on honoring past input. However, the project team continues to engage key stakeholders for input on draft Development Code amendments.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

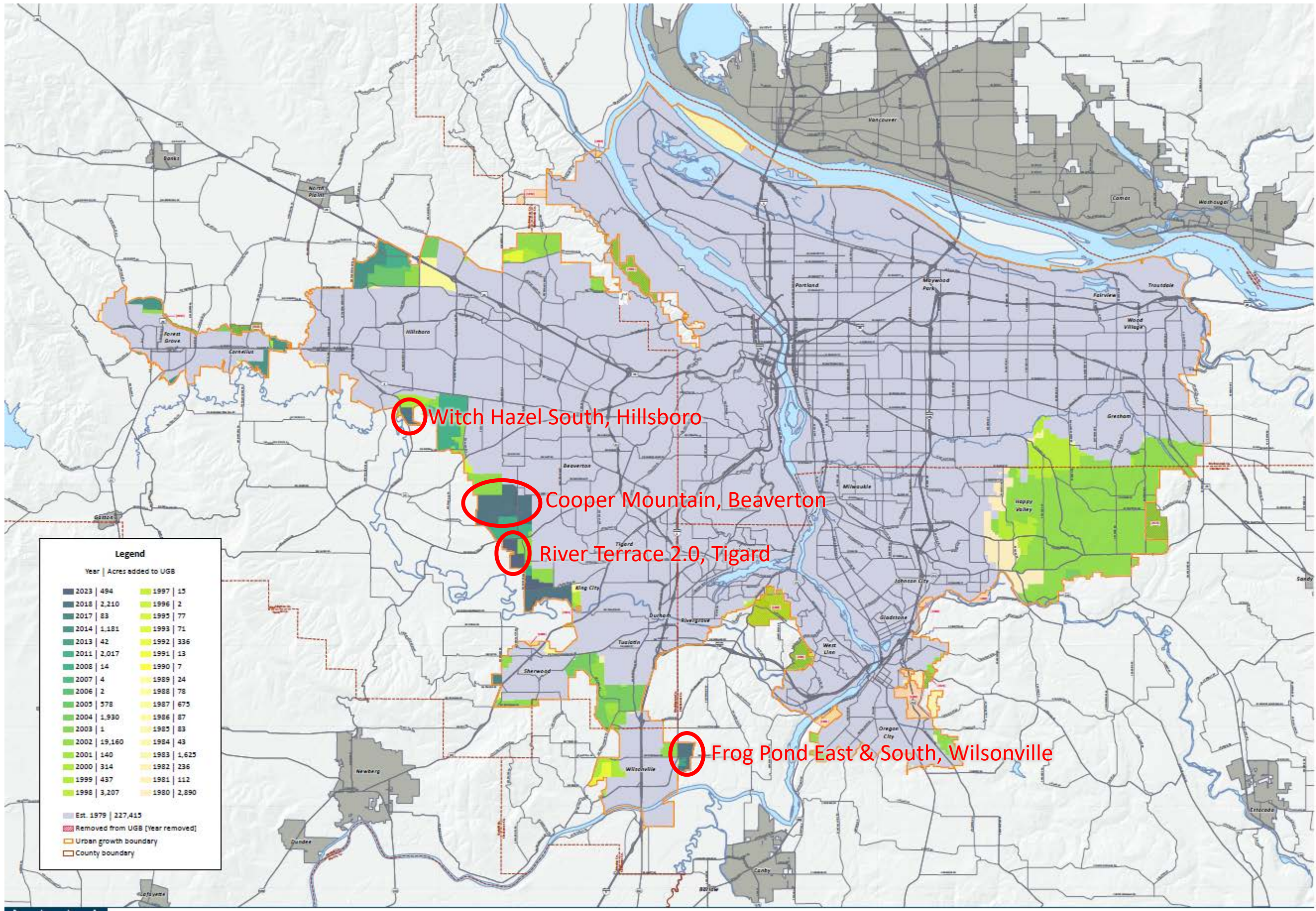
Realization of the policy objectives set out in the Frog Pond East and South Master Plan to create Wilsonville's next great neighborhoods. This includes furthering the City's Equitable Housing Strategic Plan and Council's goal of affordable home ownership.

ALTERNATIVES:

The project team prepared draft amendments to help implement the Frog Pond East and South Master Plan. A number of alternative amendments can be considered to meet the same intent.

ATTACHMENT:

1. Map showing location of referenced recent UGB additions (April 3, 2024)



Urban growth boundary expansion history

Attachment 1 Map showing location of different recent UGB additions referenced Frog Pond East and South Work Session May 6, 2024



2024 STATE OF THE DISTRICT

TOPICS FOR TONIGHT

- Year in Review
- Major Emergency Operations
- EMS Update
- Bond: Training Center
- Measure 34-332





Item 5.

MAJOR EMERGENCY OPERATIONS

PEAK VOLUME

January 13 – 18
(Saturday to Thursday)

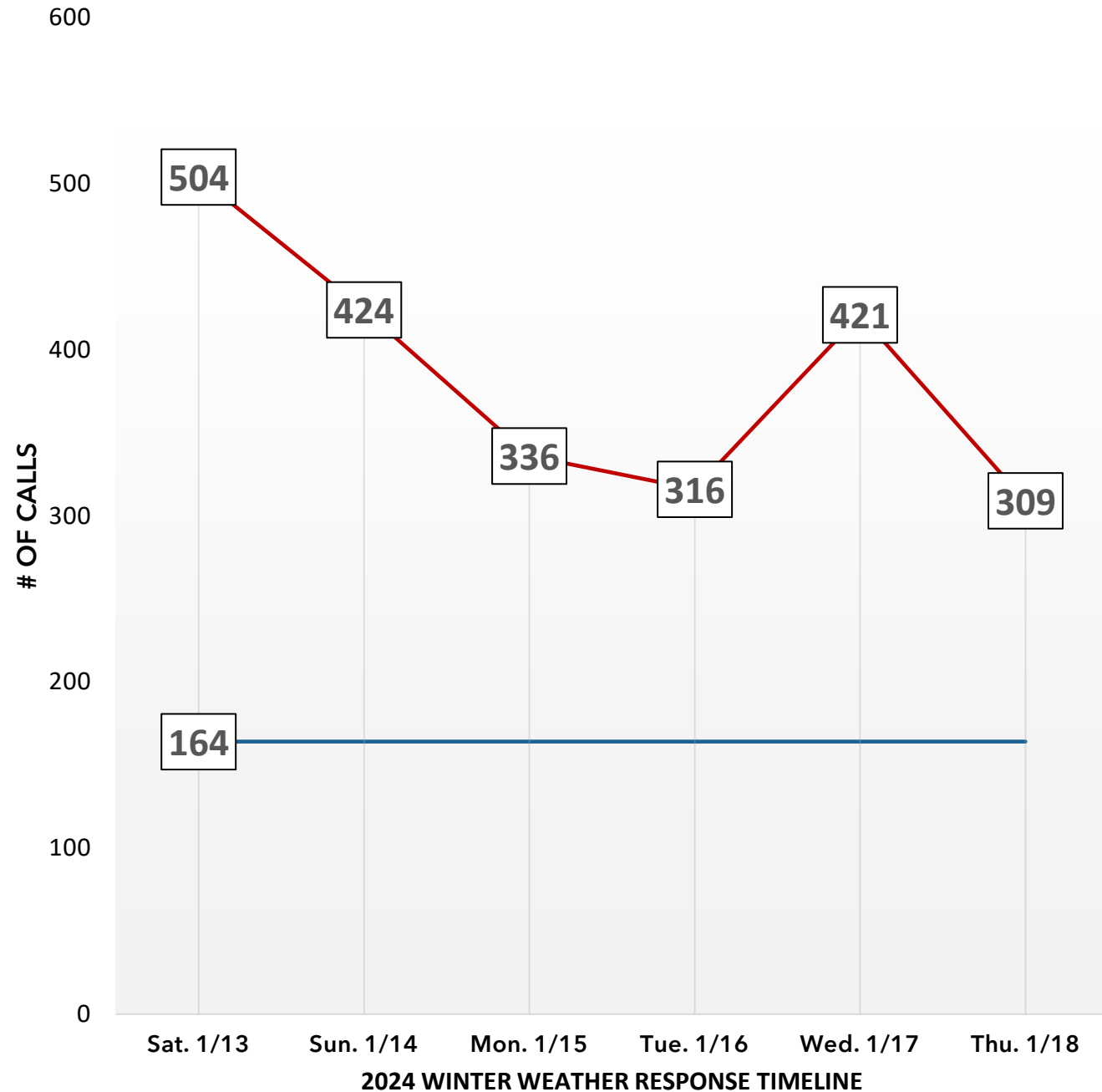
Top 3 Dispatch Types:

Comm. Fire Alarm (361)

Public Assist (227)

Service (198)

Storm Response Calls vs. 2023 Average Daily Calls



Item 5.

WILSONVILLE

2023 Total Incidents:

3,147

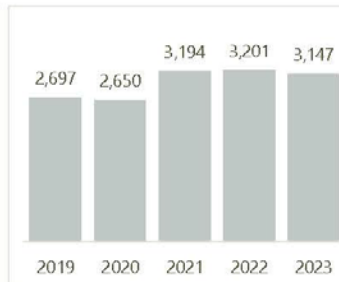
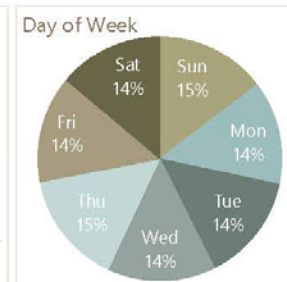
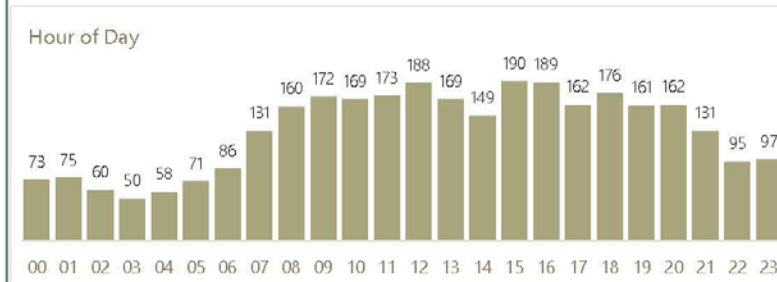
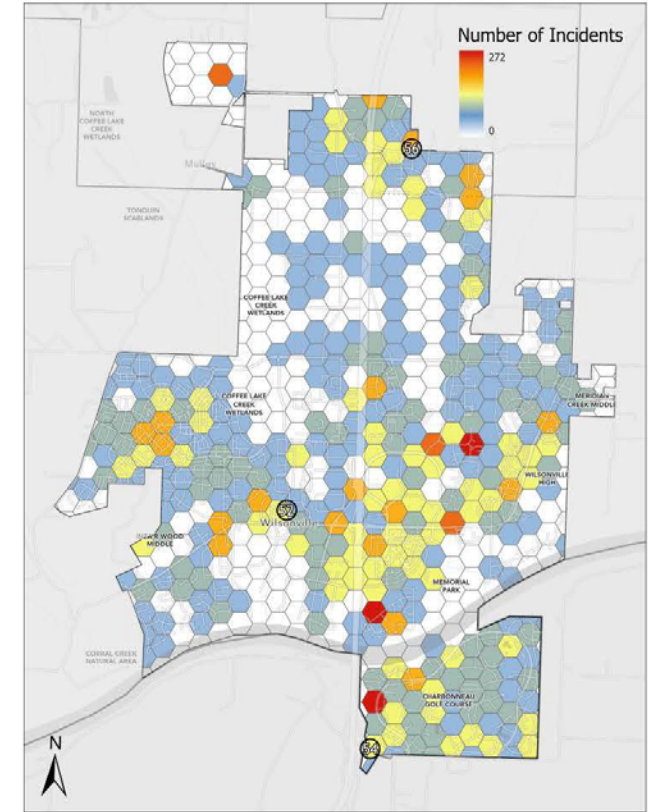


Year to Date Incident Snapshot through 4Q | 01/01/2023 - 12/31/2023

City of Wilsonville

Incident counts within Item 5. ary

Total Incidents 3,147							
EMS	FIRE	HAZARD	SERVICE	GOOD INTENT	FALSE ALARM	NATURAL CONDITION	OTHER
Dispatched As							
2,546	274	19	307	0	0	0	1
80.9%	8.7%	0.6%	9.8%	0.0%	0.0%	0.0%	0.0%
Situation Found							
2,412	64	50	132	265	223	0	1
76.6%	2.0%	1.6%	4.2%	8.4%	7.1%	0.0%	0.0%
Incident Sub-Categories							
Structure Fires	Cooking Fires	Vehicle Fires	Vegetation Fires	Other Fires	Critical Patients^A	MVC with Injury	MVC Unknown Injury
7	6	7	36	8	685	81	68
Structure Fire Types				*Critical Patients: cardiac arrest, chest pain, stroke, seizure, breathing problem, drowning, respiratory distress, respiratory arrest, or trauma system entry. *MVC= motor vehicle crash.			
Residential	Commercial						
6	1						



Top Station Responses

Station 52	43%
Station 54	33%
Station 56	18%
Station 57	2%
Station 34	2%

Depending on incident severity, units from multiple stations may respond to a single incident.

Data Filters: no test, information, interfacility transports, or mobile health care incidents.

Incident data gathered geospatially based on city boundary.



EMS UPDATE

BOND UPDATE



TRAINING CENTER: RECRUIT VILLAGE





**LOCAL
OPTION
LEVY**

MEASURE 34-332

MEASURE 34-332 LEVY AT A GLANCE

TVF&R is seeking a five-year levy for \$0.69 per \$1,000 of assessed valuation.

IF PASSED, LEVY FUNDS WILL:

- Retain existing first responders and add 36 more.
- Purchase specialized medical equipment such as cardiac monitors and defibrillators and fund critical firefighting tools.
- Purchase vehicles used to fight wildfires, shuttle water, and transport patients.

IF THE LEVY DOES NOT PASS:

- Funding for at least 92 of 450 firefighters and paramedics would be lost and staffing reductions would be required.

QUESTIONS?





**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: May 6, 2024		Subject: Resolution 3132 Street Lighting LED Conversion Phase 3 Project Construction Contract (CIP #4722)	
		Staff Member: Martin Montalvo, Operations Manager	
		Department: Public Works	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

City of Wilsonville Resolution approving Construction Contract with Aaken Corporation in the amount of \$458,254.00 for the Street Lighting LED Conversion Phase 3 Project (CIP #4722).

EXECUTIVE SUMMARY:

In pursuit of energy conservation and cost savings, the City desires to convert existing streetlights from the older, traditional sodium vapor lights to new long-lasting, energy-saving LED street lights.

Phase 1 of the conversion project focused on roadway lighting on Arterial and Collector class roadways. Completion of Phase 1 occurred in December 2021 and 932 streetlights were converted.

Phase 2 of this project converted 758 residential streetlights within the following neighborhoods: Ash Meadows, Brenchley Estates, Charbonneau, Courtside Estates, Foxchase, Montebello, Morey's Landing, Park at Merryfield, Renaissance at Canyon Creek, Rivergreen and Wilsonville Meadows.

Phase 3 of this project will convert 335 residential streetlights within the following neighborhoods: Arbor Crossing, Canyon Creek Estates, Canyon Creek Meadows, Copper Creek, Cross Creek, Daydream River Estates, Hazelwood, Landover, Old Town, Renaissance at Canyon Creek, and River Estates.

On March 11, 2024, the City issued a Request for Bids from qualified contractors to convert the residential lights identified in Phase 3 to energy efficient LED lighting.

The City received two responsive bids for the project. The Low Responsive Bid was from Aaken Corporation for \$458,254.00. The conversion process will reduce the City's annual energy consumption cost associated with these lights by an average 66% for the converted lights.

Phase 4 of the Conversion Project will commence in the summer of 2025, completing the street light conversions.

EXPECTED RESULTS:

By executing this professional services agreement with Aaken Corporation the City will reduce its overall energy cost associated with street lighting.

TIMELINE:

August 30, 2024, is the project completion deadline.

CURRENT YEAR BUDGET IMPACTS:

Funding for the project is included in the fiscal year 2023-2024 capital improvement plan budget.

COMMUNITY INVOLVEMENT PROCESS:

Communications staff and design consultant will be advising affected communities as to the construction impacts 30 days prior to change out with a targeted mailing and social media campaign. The City has created an interactive map on our website that will allow residents to confirm if they are one of the targeted areas.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

By executing the contract, the City can decrease its overall energy consumption and utilities rates.

ALTERNATIVES:

Reject the Construction Contract as proposed and delay the conversion and update of the City's lighting system.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3132
 - A. Construction Contract for Street Lighting LED Conversion Phase 3 Project (CIP#4722)

RESOLUTION NO. 3132

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH AAKEN CORPORATION TO CONSTRUCT STREET LIGHTING LED CONVERSION – PHASE 3 PROJECT (CIP #4722).

WHEREAS, the City owns and is responsible for the overall street lighting network; and
WHEREAS, the City of Wilsonville (City) wishes to improve the overall street lighting system to be more energy efficient LED lighting; and
WHEREAS, the City issued a formal bid for this project.

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

1. The procurement process for the Project duly followed Oregon Contracting Rules, and Aaken Corporation. was determined to be the lowest responsive bidder
2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a construction contract with Aaken Corporation for a not-to-exceed amount of \$458,254.00, which contract is substantially similar to Exhibit A attached hereto.
3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 6th day of May 2024, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Berry

Councilor Dunwell

Councilor Linville

EXHIBIT:

- A. Construction Contract for Street Lighting LED Conversion Phase 3 Project (CIP#4722)

CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the Street Lighting LED Conversions Phase 3 Project (“Project”) is made and entered into on this _____ day of May 2024 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Aaken Corporation**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Specifications and Contract Documents for Street Lighting LED Conversions Phase 3, dated March 8, 2024, 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; 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 labor, equipment, materials, and supervision related to the replacement of street lighting fixtures and poles, and perform all other incidental services, as more particularly described herein and in the other Contract Documents for the Project (the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work and Contract Documents.

Section 3. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than December 31, 2024, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. All Work must be at Substantial Completion by no later than November 30, 2024, and at Final Completion by August 30, 2024. See **Section 24** for the definitions of Substantial Completion and 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 amount of FOUR HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED FIFTY-FOUR DOLLARS (\$458,254), 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 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. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. 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 Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

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

Section 6. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Oregon Bureau of Labor and Industries (BOLI), entitled "Prevailing Wage Rates for Public Works Contracts," effective January 5, 2024, 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 2023-24. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 22**.

Section 10. City's Project Manager

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

Section 11. Contractor's Project Manager

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

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

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

Section 15. Contractor's Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.16. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of

Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

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

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

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

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

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

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

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

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

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

15.23. Contractor, its subcontractors, and all employers working under the Contract are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 and

provide the required workers compensation coverage, unless otherwise exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

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

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

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

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

15.28. 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 17. Environmental Laws

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
 Port Districts
 County Service Districts
 Water Districts

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

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

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

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

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

Section 18. Indemnity

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

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

Section 19. Insurance

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

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

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

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

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

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

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

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

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

Section 20. Bonding Requirements

20.1. 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.

20.2. 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.

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

Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

20.4. 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 21. Warranty

21.1. 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 two (2) years 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 two (2) years 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 two (2) year warranty period shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair.

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

21.3. 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 22. Early Termination; Default

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

22.1.1. By mutual written consent of the parties;

22.1.2. 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

22.1.3. 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.

22.2. 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.

22.3. 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.

22.4. 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 28**, for which Contractor 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. Substantial Completion, 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 substantially complete, and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and street lighting is fully functional and may be utilized and ready to use, with only minor punch list items remaining that do not significantly impact public or street use. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within thirty (30) days thereof, and then a final walk-through will occur to confirm all punch list items have been completed. Final payment will occur upon completion of all punch list items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before August 1, 2024 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Subsections 24.3 and 24.4** shall apply

as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

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 the Work is not substantially completed within the time specified in the paragraph above, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion.

24.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of _____ Dollars (\$_____) [*amount calculated per Special Provision 00180.85(b)(1)*] for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

24.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of December 31, 2024, or any written extension thereof granted by the City, Contractor shall pay the City _____ Dollars (\$_____) [*amount calculated per Special Provision 00180.85(b)(1)*] for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

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

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

Section 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. 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 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: Martin Montalvo, Public Works Operations Manager
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Contractor: Aaken Corporation
 Attn: Andy Vogt
 1260 NE 1st Street
 Bend, OR 97701

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:

CITY:

AAKEN CORPORATION

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

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



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: May 6, 2024		Subject: Resolution No. 3134 Wilsonville – Metro Community Enhancement Grant Awards	
		Staff Member: Zoe Mombert, Assistant to the City Manager	
		Department: Administration	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: The Wilsonville-Metro Community Enhancement Committee recommended fiscal year 2024-2025 project allocations at their March 19, 2024 meeting.	
Staff Recommendation: Staff recommends Council approve the consent agenda.			
Recommended Language for Motion: I move to approve the consent agenda.			
Project / Issue Relates To: Wilsonville – Metro Community Enhancement Program.			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Approve the Wilsonville – Metro Community Enhancement grants for fiscal year 2024-2025.

EXECUTIVE SUMMARY:

The City of Wilsonville receives funds through Metro to offset the impacts of the waste processing plant operated by Republic Services in the City. The City receives \$1 per ton of waste processed at the Wilsonville location. The City also accepts Community Investments Fees (CIF) through Metro to contribute to the grant funding. The Wilsonville-Metro Community Enhancement Committee (CEC) meets annually to discuss the project nominations and make a recommendation to City Council.

This year, the City received six applications including:

- Grace Chapel on behalf of Heart of the City Client Services Accessibility Project
- Friends of Trees Tranquil Park Stewardship and Restoration
- Portland State University's Art and Stories from Behind the Walls Project
- "Many Cultures, One Heart" - Hearts Public Art Project
- Murase Music Garden
- Wilsonville Field Guide

The committee met on February 27 and March 19, 2024 to conduct annual business and review the applications. After a thorough review of the applications, the committee recommended all of the applications. The Committee, made up of two city councilors, four community members and Metro District 3 Councilor, met on February 27 and March 19, 2024 to conduct annual business and review the applications. After a thorough review of the applications, the committee recommend awarding funds to the following projects:

- Grace Chapel on behalf of Heart of the City Client Services Accessibility Project. This allocation is for \$13,260.
- Friends of Trees Tranquil Park Stewardship and Restoration. This allocation is for \$19,929.
- Portland State University's Art and Stories from Behind the Walls Project. This allocation is for \$11,187.
- Arts, Culture and Heritage Committee "Many Cultures, One Heart" - Hearts Public Art Project. This allocation is for \$29,000.
- Parks Department's Murase Music Garden. This allocation is for \$17,000.
- Natural Resources Department's Wilsonville Field Guide. This allocation is for \$19,500.

The total recommended project allocation for fiscal year 2024-2025 is \$109,876.

Community Enhancement Program Projects Background

City Resolution No. 2543 (July 2015) that created the Community Enhancement Program (CEP) provided for City Council approval of the project recommendations made by the Wilsonville-Metro Community Enhancement Committee.

Project nominations were accepted from the public and public agencies from November 2023 – January 2024. A total of five projects were nominated.

Community Enhancement Funds may be used immediately on smaller projects or accumulated for up to three years to underwrite a larger project; Metro provides flexibility for communities to design a local version of the program.

The Community Enhancement Program funding is used for “enhancing the host community of the facility from which the fees have been collected” to fund projects that “rehabilitate and enhance the area within the city.” Eligible projects can improve the appearance or environmental quality of the community, increase reuse and recycling opportunities or improve recreational areas and programs.

Goals for community enhancement projects include:

- a) Improve the appearance or environmental quality of the community.
- b) Reduce the amount or toxicity of waste.
- c) Increase reuse and recycling opportunities.
- d) Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c) (3) status under the Internal Revenue Code.
- e) Result in the preservation or enhancement of wildlife, riparian zones, wetlands, forest lands and marine areas, and/or improve the public awareness and the opportunities to enjoy them.
- f) Result in improvement to, or an increase in, recreational areas and programs.
- g) Result in improvement in safety.
- h) Benefit youth, seniors, low-income persons or underserved populations.

Proposals are scheduled to be accepted again in the late fall and early winter 2025 with additional project award recommendations in the spring by the committee. Staff generally begins advertising the program in early to mid-fall.

EXPECTED RESULTS:

Completion of the funded projects by June 30, 2025.

TIMELINE:

Funding will be available July 1, 2024 and project should be complete by June 30, 2025.

CURRENT YEAR BUDGET IMPACTS:

The Wilsonville- Metro Community Enhancement Program is funded through a Metro program and included in the fiscal year 2024 -2025 budget. The City receives revenue on a quarterly basis, which can only be used for these projects.

COMMUNITY INVOLVEMENT PROCESS:

The Wilsonville- Metro Community Enhancement Committee is made up of four community members, two city councilors, and a Metro Councilor. The meetings were advertised and open to the public.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The community will benefit from all of these projects in different ways.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3134
2. Project Applications and Review Materials

RESOLUTION NO. 3134

A RESOLUTION TO ALLOCATE COMMUNITY ENHANCEMENT FUNDS FOR FISCAL YEAR 2024/2025.

WHEREAS, the Community Enhancement Program (CEP) was created by Resolution No. 2543 in July 2015; and

WHEREAS, the Community Enhancement Program (CEP) was continued by Resolution No. 2897 in May 2021; and

WHEREAS, the Community Enhancement Program (CEP) accepted additional funding from Metro's Community Investment Fee (CIF) by Resolution No. 3033 in January 2023; and

WHEREAS, the Community Enhancement Program funding is used for "enhancing the host community of the facility from which the fees have been collected" to fund projects that "rehabilitate and enhance the area within the city"; and

WHEREAS, Eligible projects can improve the appearance or environmental quality of the community, increase reuse and recycling opportunities or improve recreational areas and programs; and

WHEREAS, the annual Community Enhancement grant cycle was open from November 2023 – January 2024; and

WHEREAS; a seven-member committee reviewed the applications to ensure that they comply with the program goals and criteria and made a recommendation to fund the following projects: Grace Chapel on behalf of Heart of the City Service Accessibility Project (\$13,260), Friends of Trees Tranquil Park Stewardship and Restoration (\$19,929), Portland State University's Art and Stories from Behind the Walls Project (\$11,187), Arts, Culture and Heritage Commission's Committee "Many Cultures, One Heart" - Hearts Public Art Project (\$29,000), Parks Department's Murase Music Garden (\$17,000) and Natural Resources Department's Wilsonville Field Guide (\$19,500) be allocated in FY 24/2025.

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

Section 1: The City allocates Community Enhancement Funds to the following project for Fiscal Year 2024/2025:

- Grace Chapel on behalf of Heart of the City Service Accessibility Project - \$13,260
- Friends of Trees Tranquil Park Stewardship and Restoration -\$19,929
- Portland State University’s Art and Stories from Behind the Walls Project - \$11,187
- Arts, Culture and Heritage Commission’s Committee "Many Cultures, One Heart" - Hearts Public Art Project - \$29,000
- Parks Department’s Murase Music Garden - \$17,000
- Natural Resources Department’s Wilsonville Field Guide - \$19,500

Section 2: This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 6th day of May 2024, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

Wilsonville - Metro Community Enhancement Grant Applications 2024

- o Grace Chapel on behalf of Heart of the City Client Services Accessibility Project
- o Friends of Trees Tranquil Park Stewardship and Restoration
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Published on *City of Wilsonville Oregon* (<https://www.ci.wilsonville.or.us>)

Home > [2024 Project Nomination Form–Community Enhancement Program](#) > [Webform results](#) > Submission #4

Submission information

Form: [2024 Project Nomination Form–Community Enhancement Program](#) [1]
Submitted by Visitor (not verified)
Thu, 01/11/2024 - 3:57pm
23.141.176.72

Applicant Information

Sponsor:

Grace Chapel

Tax ID#

93-1251371

Contact Person:

Lyn Whelchel

Daytime Phone:

503-582-8680

Email Address:

info@theheartofthecity.org

Address:

28925 SW Boberg Rd

City:

Wilsonville

State:

OR

Zip code:

97070

Type of Organization:

A non-profit organization, a neighborhood association or charitable organization with IRS 501 (c) (3) tax-exempt status

Project Information

Project Title:

Client Services Accessibility Project

Amount Requested:

\$ \$13,259.49

Mark all of the goals below which your project meets and explain how in the boxes below:

- Improve the appearance or environmental quality of the community
- Increase reuse and recycling opportunities
- Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Service code
- Result in improvement in safety
- Benefit youth, seniors, low income persons and/or underserved populations

How project meets 'Improve the appearance or environmental quality of the community' (be clear & specific)

The Heart of the City is a non-profit organization based in Wilsonville, Oregon. Our mission is to care for and support community members needing assistance, utilizing a holistic approach that treats the whole individual. The front office of The Heart of the City serves as a welcome area for visitors, a place of rest for the physically and emotionally exhausted, and a refuge for vulnerable individuals seeking safety and support.

Our clients, particularly our transient clients, are regularly invited to sit and rest on the couches in our front office area. A moment of reprieve allows our clients to refresh, mentally and physically regroup, and prepare to engage actively with our service providers. These individuals sit on our couches as they share personal, sensitive information about their lives and request necessities, such as shoes, clothing, and food.

When clients feel comfortable and welcome, their demeanor shifts, their problem-solving skills improve, and they experience a sense of belonging. They feel safe with our staff and become more receptive to receiving assistance and resources offered at The Heart of the City.

Our clients must feel safe, comfortable, and respected to establish rapport and engage in constructive communication with our providers. New couches greatly enhance the warm, inviting atmosphere we are attempting to create and communicate to our clients that we care.

Currently, the used furniture in our waiting area is insufficient to meet the needs of our organization. The couches are worn out, fragile, and difficult to keep clean. We need furniture that is easy to clean, inviting, and professional in appearance. We plan to utilize the funds from this grant to purchase faux leather couches due to their durability, longevity, and ease of maintenance.

How project meets 'Increase reuse and recycling opportunities' (be clear & specific)

Our organization has experienced a significant uptick in service requests. New computers and iPads would provide immeasurable value to both our clients and staff. This technology would allow The Heart of the City to simplify the client intake process, enhance our organization's operational efficiency, and improve the overall client experience.

Using iPads in our waiting room would greatly benefit our clients directly and indirectly. Many of the individuals we serve do not have reliable access to computers, mobile phones, or other forms of technology. The availability of iPads and computers in our office will allow these individuals to fill out electronic forms and access digital systems from other organizations, including medical and financial documents.

The availability of iPads and computers would significantly reduce our environmental impact by decreasing our reliance on paper. Our staff regularly prints, stores, and transports physical documents, including data input and inventory tracking forms. iPads and computers would drastically decrease paper use in our office as we work to transfer our records online.

Furthermore, our staff members are frequently approached by individuals outside of the office setting to request additional services. Hard copies of the required forms are not always readily

available, and these requests risk being delayed, overlooked, or lost. For example, during the Gear Up 4 School event in August, a client spoke with a Heart of the City representative and expressed a need for financial assistance. The availability of technology at our events would have allowed us to address the client's concern immediately on-site. Technology enables quick initiation of the assistance process during the event, which makes the client feel attended to in real-time, enhances their experience, and aligns with a client-centered approach. The portability and convenience of iPads would allow us to access necessary documents at any time, record important information with ease, increase the accessibility of resources, streamline administrative tasks and systems, and allow staff to focus more of their time and attention on serving clients.

How project meets 'Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Service code' (be clear & specific)

The proposed project involves the addition of Safe Lock Mailboxes to the Heart of the City, a property owned and operated by Grace Chapel and a 501(c)(3) nonprofit organization. These mailboxes measure 10 inches by 14 inches and will be affixed to the building, facilitating secure document transfer and check pickup for clients.

We contacted the Wilsonville building division to ensure compliance, anticipating a Class 1 permit requirement. The associated paperwork, estimated at \$409, will be promptly submitted upon confirmation. Sarah Pearlman from the City is working to verify if the permit is required. The approval process typically takes 7-10 business days if a permit is deemed necessary. The need for a permit was discussed with both Becky White and Sarah Pearlman from the City of Wilsonville's Planning Division to determine if we need a city permit. Both informed us the scope of this project does not require a permit. We did not include the fees in our final financial request. That correspondence is available per request.

This modest upgrade aligns with our mission to enhance client services at Heart of the City and contributes to the rehabilitation and functionality of our property. Your support will directly facilitate this improvement, enabling us to safely and efficiently serve the Wilsonville community.

How project meets 'Result in improvement in safety' (be clear & specific)

Upgraded technology and the introduction of smart lock mailboxes contribute significantly to increased safety and security at our location. Both ensure the confidentiality of client information. Digital storage allows for improved organizational systems and electronic record keeping, which reduces environmental impact and the risk of breaches in confidential information.

Smart lock mailboxes provide a secure location for clients to pick up checks, mail, and other documents and act as a safeguard against theft. Installation of lock mailboxes aligns with our client-centered approach, as their use provides our clients increased flexibility, security, and convenience.

The furniture in our waiting room serves as a safe space for clients to center themselves and experience a sense of community. A welcoming environment contributes to a sense of security and fosters a positive and supportive atmosphere, both critical elements in initiating solution-based thinking. Comfortable and supportive furniture reduces the risk of accidents or injuries while clients wait for resources or assistance. Our current furniture is not ideal, as it is old and unstable.

By leveraging technology, implementing secure smart lock mailboxes, and providing a safe and welcoming environment with supportive furniture, the Heart of the City seeks to enhance safety measures for our clients. This comprehensive approach protects sensitive information and

ensures physical and psychological safety, contributing to an overall positive and secure experience for individuals and families seeking assistance.

How project meets 'Benefit youth, seniors, low income persons and/or underserved populations' (be clear & specific)

The Heart of the City clientele comprises low-income individuals or families or experiencing housing instability. The funds from this grant will be used to purchase a locker system, iPads, computers, and furniture for the office waiting area. The benefits of each item are outlined in the sections below:

1. Furniture: Our organization regularly engages with vulnerable individuals experiencing challenging, stressful circumstances. We aim to ensure everyone who walks through the door feels like they have come home. To achieve this, our office must embody an atmosphere of safety, competence, and stability to promote emotional and mental well-being. It is equally important that our clients feel welcome and respected. The environment of our waiting area is an essential part of communicating this message to our clients. When clients arrive at The Heart of the City, they are invited to sit down on our couches while waiting. In this space, they can rest, visit with office staff and other patrons, and build rapport with our service providers. We hope every client feels a sense of belonging and support when they enter our offices. New, quality furniture will provide a comfortable place to sit and convey that help is available, that all are welcome, and that each of our clients matters and is worthy of care and assistance.

2. Technology: Nearly all communication and information systems are accessed through technology. Many of our clients lack reliable, consistent mobile phone, iPad, or computer access. This places them at a significant disadvantage, as many healthcare and financial systems are electronic. The iPads we seek to purchase will be used to increase accessibility for clients who cannot access a computer. Many of our clients experience anxiety when using technology and become overwhelmed at the prospect of filling out online forms. These individuals require assistance and support as they learn new skills and work towards increased independence. iPads are more conducive to providing proximity assistance than computers and allow staff to support individual clients appropriately as they complete intake paperwork or fill out forms for other organizations that they cannot access otherwise.

Computers are a necessary administrative tool for event planning, community outreach, client services, volunteer coordination programs, inventory tracking, and monitoring finances and donations. Currently, our office possesses two computers and a small laptop for the entirety of The Heart of the City personnel. Due to the limited number of computers, staff and volunteers cannot promptly access our database to assist with client services, retrieve information, enter data, or research resources. Adding additional computers to our offices will improve administrative function, increase efficiency, and allow our organization to promptly deliver quality services and resources to our clients.

Additionally, although we intend to reduce overall waste with technology, we require a new printer. Our current printer is an outdated model that is unreliable and often malfunctions. This results in delayed services as we attempt to repair our printer and a lack of necessary materials due to an inability to print documents promptly. We often resort to printing documents at other locations.

Increased accessibility, reliability, and efficiency are integral to the success of The Heart of the City. The funds from this grant will be partially used to streamline and augment our organization's administrative components and enhance the client experience. A functional printer and updated technology allow the organization to function optimally, increase our reach in the community, and provide more efficacious services for individuals and families.

3. Locker System: A secure mailbox locker system is necessary for the convenience and security of our clients. Currently, our organization does not have a system that allows for the safe exchange of financial assistance checks or other materials after the building is closed. Our clients must come by our offices during hours of operation to pick up their checks, often requiring that they leave work. A secure locker system allows for greater security and flexibility, allowing clients to pick up their financial assistance at the most convenient time. A locker system also allows The Heart of the City to leave supplies for families and individuals, such as gift cards or important documents. We would like to purchase a locker that permits us to change the code and/or allows access to multiple people. This will simplify the process for our clients and streamline the service delivery model for our staff and volunteers.

Brief Project Description and Explanation of how the CEP funds will be used, include project start and end dates:

The purpose of the Heart of the City's Client Services Accessibility Project is to ensure the process of accessing services and securing resources is convenient and efficient for our clients. CEP funds will streamline services for increased efficiency and accessibility, enhance technological resources to meet growing program needs and create a welcoming environment for clients through a functional sitting area. An outline of the purposes and the benefits has been included below. A breakdown of items, costs, and place of purchase has also been included for the benefit of the committee

Locker System - Smart Mailboxes:

Purpose: Provide secure after-hours access for clients to pick up rental assistance checks and mail.

Benefits: Increases accessibility and convenience for clients.

Items to purchase:

4 WeHere Mailbox with Electronic Lock, Wall Mount Mailbox for Outside Waterproof Design, One Time Code/Permanent code/Spare Keys Unlock, Medium Capacity for Collect Letters, Magazines 14x10x4 Inch from Amazon - \$99.99 each for a total of \$400
 WeHere Wi-Fi Bridge (W100) & Door Sensor Suitable Smart Key Box & Smart Parcel Box, Record Door Opening/Closing Status- Amazon- \$69.99
 Cost: 469.99

iPads:

Purpose: Increase availability of technology for clients who may need more regular access to a computer, streamline events, and reduce paperwork.

Benefits: Enhances client services, enables mobile data entry, and supports partnerships with other organizations.

Items to purchase:

2 iPad 10 generation Personalized 10.9-inch iPads Wi-Fi 256GB for Client Services from the Apple Store for \$599.00 for a total \$1,198.00
 iPad10 generation Personalized 10.9-inch iPad Wi-Fi 256GB for Events from the Apple Store for \$599.00
 iPad 10 generation Personalized 10.9-inch iPad Wi-Fi 256GB for Inventory from the Apple Store for \$599.00
 Pad 10.9" 10th Gen PowerMove Core Counter Stand or Wall Mount for security of iPad from Maclocks by Compulocks for \$399 with a Swivel Base and VHB Pad for Core Stand at \$19.95 for a total of \$418.95
 4 Universal Tablet Lock Adhesive Security Plate for security iPads from Maclocks by Compulocks for \$39.95 for a total of \$159.80
 4 Anchor point for security cable for security iPads from Maclocks by Compulocks \$12.95 for a total of \$51.80
 2 iPad Pencils (USB-C) 12345678910+ for iPads from the Apple Store- at \$79.00 each for a total of \$158.00

2 Magic Keyboard Folio for iPad (10th generation) US English for iPads from the Apple Store
 \$249.00 each for a total of \$498.00
 Cost: \$3682.55

Technology (Desktops, Laptop, and Printer):

Purpose: Expand technology for staff and volunteers, allowing for better client services, research, and administrative tasks.

Benefits: Increases efficiency in program management, event planning, and volunteer coordination.

Items to purchase:

Mac Computer 15-inch MacBook Air with M2 chip -Inventory/Events Laptop from the Apple Store for \$1,499.00

Mac Computer Blue iMac 12345678910+ for New Staff from the Apple Store for \$2,299.00

Mac Computer iMac 12345678910+ for Volunteer from the Apple Store for \$2,299.00

Brother® Business MFCL8905CDW Wireless Laser All-In-One Color Printer Item # 8330987 from Office Depot for \$699.99

2 Brother® Genuine TN437BK Ultra High-Yield Black Toner Cartridge from Office Depot for \$123.49 for a total of \$246.98

2 Brother® Genuine TN437C Ultra High-Yield Cyan Toner Cartridge from Office Depot for \$231.99 for a total of \$463.98

Cost: \$7,507.95

Sitting Area Furniture:

Purpose: Create a welcoming environment for clients to rest and engage with staff in a comfortable space.

Benefits: Promotes dignity and a sense of community.

Items to purchase:

LLappuil Faux Leather Fabric Modular Sectional Sofa 3 Piece Furniture Sofa Set with Storage, Modern Reversible 6 Seater Couch Sets for Living Room, Office, Dark Grey from Amazon- \$1599.99

Cost: \$1,599.99

Total Budget: \$13,259.49

The project timeline would start July 1st, 2024, with an estimated completion date within six months, depending on product availability and installation timelines. As a sponsor, Grace Chapel in Wilsonville financially supports the project with the intention of reimbursement from the Community Enhancement Program's grant. The Client Accessibility Project aims to address the community's evolving needs, providing a more efficient and welcoming environment for clients. The proposed budget of \$13,259.49 will contribute to the purchase, delivery, and installation of the essential components outlined in this project plan.

The rationale for our Client Services Accessibility Project is to provide quality services to our clients. The expansion of technology is crucial to meet the community's growing needs. As our organization grows, documentation and program requirements become more complex, necessitating additional computers. iPads streamline event planning and inventory, reduce paperwork, and improve efficiency. The sitting area creates a welcoming space, promoting dignity and community. The smart mailboxes enhance after-hours accessibility for clients. These improvements reflect the client-centered approach to the central client service program.

The Heart of the City operates on a modest budget of \$8,500 to run the Resource Center. Other funds from Grace Chapel are allocated to cover the cost of two paid staff. Funds for the Client Service program to assist with financial services come from Grace Chapel's benevolence fund.

Where would the project be located and who owns the property if applicable?

The project is located at The Heart of the City building at 28925 SW Boberg Rd, Wilsonville, OR, 97070. Grace Chapel, a nondenominational church in Wilsonville, owns and operates the property. The Boberg campus serves as a community outreach and services hub, aligning with Grace Chapel's vision of "giving itself away."

Grace Chapel is the proprietor of the Boberg campus, providing spaces for professionals to offer counseling services to the community and hosting The Heart of the City's Resource Center. The benevolence funds allocated by Grace Chapel are specifically designated to support The Heart of the City's vision, focusing on direct community outreach and assistance to individuals and families in vulnerable circumstances.

The collaboration between Grace Chapel and the Heart of the City underscores the commitment of both organizations to act as good stewards of resources and to create a positive impact in the community by providing financial assistance, resource connections, and counseling services.

For a project located on private or other public land (property not owned by the City of Wilsonville), written documentation from the landowner that gives the project sponsor and City permission for the project to occur on the land is required. Indicate here if the project is located on private or other public land (property not owned by the City of Wilsonville) and indicate if written permission from the landowner is to be submitted.

The project is located at the Heart of the City in Wilsonville, at 28925 SW Boberg Rd. The Heart of the City operates as the Resources Center for Grace Chapel Church, primarily serving the Wilsonville community. As a key hub for community programs and services, the Heart of the City supports the city's vulnerable population.

It's important to note that Grace Chapel owns the building where the Heart of the City operates. Given this ownership structure, we have diligently sought and obtained written permission from Grace Chapel to implement our project. An attachment containing the approval letter from Grace Chapel, which confirms their authorization for the proposed project on their property, has been included.

What impact might the project have on nearby homes and businesses?

The proposed project at the Heart of the City in Wilsonville is meticulously designed to have no adverse impact on nearby homes and businesses. Our goals align seamlessly with our services, specifically focusing on increasing accessibility and streamlining our operations.

The project entails no structural changes or alterations to the property, ensuring the physical integrity of nearby homes and businesses remains unaffected. Our project objectives perfectly harmonize with the ongoing services the Heart of the City offers. This ensures a seamless integration of the proposed changes with our existing operations. The project's overarching goal is to enhance accessibility by optimizing our service delivery. This strategic enhancement is designed to benefit the community without causing any disruption to the surrounding environment. While we anticipate a potential increase in clients accessing our services, this is a positive outcome. It reflects a heightened responsiveness to community needs and a strengthened commitment to our mission.

Our commitment to professionalism, efficiency, and community welfare underscores every aspect of this project. The proposed changes will fortify our ability to serve the community and contribute positively to the surrounding neighborhood.

What kind of on-going maintenance needs and costs might be required by the project?

The Client Services Accessibility Project has been strategically planned to minimize ongoing maintenance needs and costs. Here's a breakdown of the approach:

Technology Setup and Maintenance:

Responsibility: Grace Chapel, our sponsor, will manage the setup and programming of all technology devices.

Staff Expertise: Grace Chapel has dedicated staff who will provide ongoing maintenance for the technology devices.

Volunteer Assistance: Grace Chapel will mobilize volunteers to assist with the setup of technology and furniture.

Furniture Setup and Maintenance:

Setup Assistance: Grace Chapel staff will facilitate furniture setup upon delivery.

Volunteer Support: Volunteers from Grace Chapel will be involved in the setup process, ensuring efficient installation.

Smart Lock Mailboxes:

Equipment Setup: Grace Chapel staff will assist with installing the equipment related to smart lock mailboxes.

App Usage: The app associated with the smart lock mailboxes is deemed to be included as part of the service, eliminating any anticipated ongoing costs.

Printing Supplies:

Ink Costs: Ongoing costs for printer ink are included in the budget allocated for supplies under the Heart of the City.

Financial Coverage: The Heart of the City has accounted for the continual financial obligation of ink costs within its overall budget.

The project has been designed to focus on sustainability and cost-effectiveness. The use of Grace Chapel staff and volunteers to address ongoing technology and property maintenance issues negates the need for additional funding. Including printing supplies within the budget ensures continued operational efficiency and guards against unexpected financial obligations. This proactive approach aims to maintain the longevity and effectiveness of the Client Services Accessibility Project.

Who will benefit if this project is funded? Estimate how many Wilsonville residents will benefit if this project is funded.

If funded, the Client Services Accessibility Project at the Heart of the City in Wilsonville will benefit many residents facing financial challenges and/or seeking essential resources. The estimated population in need is approximately 2,519 Wilsonville residents, according to the 2021 U.S. Census, and a poverty rate of 9.5%. Our recent engagement in the community highlights the impactful work we've achieved in the past year, with 332 clients receiving financial assistance, 439 seeking services, and significant support from 57 community volunteers. During a recent event planned and hosted by the Heart of the City, more than 330 backpacks were distributed to local students, and 900 items were collected for families in the area.

Our primary service area includes Wilsonville, West Linn-Wilsonville School District, and North Marion School District, focusing on at-risk groups, low-income families, and individuals with limited income. The project's potential impact extends to houseless individuals, offering assistance with mail, supplies, and support in finding stable housing resources.

Our commitment to collaboration and resource access has allowed us to serve individuals from diverse backgrounds. Although we aim to assist anyone passing through the community, our primary service area remains Wilsonville.

In conclusion, funding this project would empower us to continue and expand our vital services,

positively impacting the lives of the estimated 2,519 residents in need. Your support will contribute to the ongoing success of Heart of the City and its mission to serve the Wilsonville community.

How does the project serve diverse or traditionally underserved populations?

The Heart of the City partners with individuals, families, and communities to serve the whole person and the whole community. The Heart of the City is an extension of Grace Chapel, a nondenominational church in Wilsonville, Oregon. Grace Chapel uses this location to provide community outreach services and fulfill their vision of “giving itself away.”

As good stewards of our resources, we create spaces for professionals to provide counseling services to people in the community, along with a resource center for vulnerable individuals and families. Grace Chapel designates its benevolence funds to support The Heart of the City’s vision, going directly to underserved community members. Significantly, The Heart of the City has provided financial assistance to those in need on multiple occasions. We also utilize other resource connections with organizations that can assist.

The Heart of the City serves all people: youth, seniors, low-income, and/or underserved populations. Grace Chapel owns the Boberg building and funds the operations of its campus. There are no expectations or requirements for community members to participate in, affiliate with, or attend religious meetings to receive services through The Heart of the City. We do not and shall not discriminate based on race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation, or military status in any of its activities or operations.

Our Resource Center assists clients needing financial support, basic supplies, community resources, and access to professional counseling. We plan and hold family-centered events that provide backpacks and school supplies for children, gift card drives, winter clothing drives, and Christmas gifts. Our yearly events, such as Gear Up 4 School and Share the Warmth, provide opportunities for community involvement in a volunteer capacity or as attendees to build community rapport. Sometimes, community members who could not participate will contact us and request supplies months after the event. These families will visit our Resource Center, be welcomed into our building, and leave with their needs fulfilled. Our building is a resource for community meetings. We have offered our Resource Center as a space to hold community services, such as support groups, community collaboration meetings, and service projects. Although our Resource Center is utilized for all these services, our main program is Client Services.

We recognize the need for family support services in Wilsonville and surrounding communities due to the increased cost of living and limited affordable housing options. Our Client Service program will continue to grow throughout 2024. In 2023, the Heart of the City had 439 individuals/families reach out seeking financial assistance. We were able to serve 332. We’ve had 33 people seek to volunteer with the Heart of the City. We have 12 regular volunteers who have completed over 168 hours of service time this year. Forty-five individuals volunteered to help with our events; two organizations participated in service projects last year. Our main yearly event is Gear Up 4 School, at which we gave away 300 backpacks filled with school supplies before running out. We gave additional backpacks to 33 families we could not serve at the event. During our “Share the Warmth” event, we collected over 900 winter items to donate to families and various organizations.

On December 1st, we hired our second full-time staff member to help meet our growing demands. Currently, one employee is responsible for directing support services, performing all administrative tasks, and event planning.

As mentioned above, the Heart of the City has provided 332 clients with financial assistance this year and has 439 clients seeking services. We work with individuals from diverse backgrounds in the Wilsonville community. We serve families that are at risk of homelessness, low income, or on a limited income. We help individuals obtain resources and supplies as they pass through our community. We assist houseless individuals with mail and supplies and provide support as they seek stable housing resources. We attempt to assist anyone who walks through our doors. We have set limitations on our service area due to the increased needs in the surrounding community. We primarily serve individuals in Wilsonville, as well as students and families in the West Linn-Wilsonville School District and North Marion School District. We will direct other individuals to resources in their local area or assist financially in specific circumstances. However, our services are intended to provide support for Wilsonville residents. If the Heart of the City is awarded the CEP grant, it will be the first time we have received funding from this program.

Does this project serve a specific cultural or ethnic group in Wilsonville? If so, please specify.

This project serves the Wilsonville community without focusing on any particular cultural or ethnic group. We cater to a diverse range of individuals, including those facing financial vulnerability, houseless individuals seeking resources, and families at risk of financial instability or homelessness.

The Heart of the City mission aims to provide temporary solutions while connecting families and individuals with long-term support, aiming to prevent home loss. Our services are open to everyone, spanning across age groups, from youth to seniors, encompassing all income levels and underserved populations.

Owned by Grace Chapel, a nondenominational Wilsonville church, the Boberg building serves as the Heart of the City's operational campus. It's important to note that there are no expectations or requirements for community members seeking assistance in participating in religious activities or meetings. Our commitment to non-discrimination ensures that we serve all cultures in the Wilsonville community. We do not and shall not discriminate based on race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation, or military status in any of its activities or operations.

Enhancements to our services will benefit anyone who seeks assistance from the Heart of the City, reinforcing our dedication to inclusivity and providing a welcoming environment for the entire community.

Project Budget

Upload project budget sheet available at www.ci.wilsonville.or.us/cep [2]

Upload Budget:

[cep_grant_2024_project_budget_worksheet_2.pdf](#) [3]

How were these costs estimated (quotes, catalog, previous projects, etc.)?

The costs for the proposed project were estimated through comprehensive research utilizing reputable sources such as Amazon, Apple, Maclocks by Compulocks, and insights from City Planning. The pricing breakdown was developed after thoroughly examining the specific goods and services integral to the project. We ensured accuracy and transparency in estimating the associated costs by leveraging information from these reliable sources.

Is there secure funding for Sponsor's share of the total costs including funding from other public or private agencies and what are the sources of funding?

Grace Chapel is committed to sponsoring the initial costs of our Client Services Accessibility Project, utilizing funds from their benevolence fund allocated to support individuals in need. This financial support will enable us to purchase the necessary items for the project, contributing to the overall success of our mission.

The funds provided by Grace Chapel will serve as an essential resource, initially covering project expenses. However, understanding that these funds are designated for client services, including financial assistance, is imperative. We intend to seek reimbursement through the CEP grant, allowing us to replenish the benevolence fund and continue providing vital assistance to the community.

We do not require matching funds, and the attached detailed budget outlines the project's allocation. By securing this sponsorship from Grace Chapel, we are confident in our ability to successfully implement the project and redirect the allocated funds back to client services for financial assistance. This strategic approach ensures sustained support to the Wilsonville community's needy individuals.

Will the project be completed with the proposed funding or will future funding be necessary?

The project will be fully completed with the proposed funding. No future funding will be necessary for the maintenance or care of the items, as they will be overseen and managed by the property owners, Grace Chapel. Maintenance responsibilities will be addressed directly by Grace Chapel or through their dedicated technology services, ensuring continued functionality of these enhancements without the need for additional funding.

Funds are available for projects after July 1, 2024. Is this project compatible with that timing? How and when might this project be implemented?

The project is fully compatible with the available funds after July 1, 2024. Grace Chapel has designated funding to initiate the project on or after July 1, 2024. The Heart of the City's Executive Director and staff will promptly purchase the required items at or below the grant allocations. If the cost exceeds the grant allocation, approval will be sought from Grace Chapel to cover the difference or a less expensive option will be procured.

Upon purchase, the estimated timeline for receiving the items is no longer than six months, subject to shipping schedules. The project's initiation, including the assembly of items and application for the Class 1 permit, is expected to occur promptly after July 1, 2024. According to Wilsonville's Planning Development, permit approval typically takes 7-10 business days. After discussions with Wilsonville's Planning Development department, a permit for the mailboxes is not needed. Thus, the project is estimated to be completed within a maximum six-month timeframe, ensuring efficient implementation and adherence to the grant guidelines.

Project Management

Provide a brief narrative outlining the major tasks and projected time schedule for completing of each task:

The Client Services Accessibility Project includes purchasing essential equipment to enhance our services. The major tasks and projected timeframe for completing each task are as follows:

Purchase of Apple Equipment:

15-inch MacBook Air with M2 chip for Inventory/Events Laptop - \$1,499.00

Blue iMac for New Staff - \$2,299.00

iMac for Volunteer - \$2,299.00

2 iPad 10th generation for Client Services - \$1,198.00

iPad for Events - \$599.00
 iPad for Inventory - \$599.00
 iPad security accessories from Maclocks by Compulocks - \$1,048.75
 iPad accessories (Pencils, Magic Keyboard Folio) - \$656.00

Purchase of Printer and Toner Cartridges:

Brother MFCL8905CDW Wireless Laser All-In-One Color Printer - \$699.99
 2 Brother Genuine TN437BK Ultra High-Yield Black Toner Cartridge - 246.98
 2 Brother Genuine TN437C Ultra High-Yield Cyan Toner Cartridge - \$463.98

Purchase of Mailboxes and Wi-Fi Bridge:

4 WeHere Mailboxes with Electronic Lock - \$400.00
 WeHere Wi-Fi Bridge (W100) & Door Sensor - \$69.99

Purchase of Furniture:

LLappuil Faux Leather Fabric Modular Sectional Sofa - \$1,599.99

Projected Timeline:

Purchase items on or around July 1, 2024, following grant guidelines.
 Assemble and set up items in coordination with the building administrator.
 Engrave or label items as per grant requirements.
 Complete all required paperwork.
 Aim to complete the project within six months of the start date, allowing for any potential shipping delays or assembly logistics.
 This comprehensive plan guarantees timely implementation of the Client Services Accessibility Project, which will optimize resources and enhance services for the Wilsonville community.

Describe prior experience managing similar projects. Include prior Community Enhancement Projects:

The Heart of the City and our sponsor, Grace Chapel, are seeking the CEP grant for the first time. If awarded, it would mark our inaugural participation in this program. Although we have yet to receive Community Enhancement funding in the past, it's essential to note that Grace Chapel has completed several projects in various Wilsonville locations. Our collective commitment to community service and history of successful project execution has provided the experience necessary to utilize grant funds efficiently and responsibly.

Does this project require coordination with other public and private organizations? Has the necessary coordination been completed? If yes, please describe.

This project primarily requires coordination with Grace Chapel Church, our sponsor. The collaboration involves assistance with the delivery, assembly, and mounting of items and the setup of technology by the Building Administrator for Grace Chapel. Communication with Grace Chapel has been established to allow for the successful implementation of the Client Services Accessibility Project.

If the project is located on private land, discuss the public benefit of the project and provide landowner permission for the project with this application:

The Client Services Accessibility Project, located on private land at the Heart of the City building owned by Grace Chapel Church, significantly benefits the community by enhancing its citizens' quality of life and well-being. Our focus on client services, including financial assistance for rent, unexpected expenses, and community events, directly contributes to overall community morale, health, and sustainability. These efforts prevent homelessness and foster a sense of togetherness and support within the community. The smart mailboxes further contribute to client security and accessibility, reducing stress during challenging times. The support and

endorsement from Grace Chapel underscore the belief that the project will positively impact and benefit the Wilsonville community. The owner's permission is attached.

Item 13.

Do you currently have an active CEP grant?

No

If yes, will you be seeking an exception?

No, an exception is not needed or requested.

Project Certifications:

- This project will not promote or inhibit religion in any way.
- This project will not discriminate based on race, ethnicity, age, gender or sexual orientation in any way.

Signature:

Lyn Whelchel

Date Signed: Sun 1/7/24

Electronic signature agreement. By selecting the "I Accept" button, you are signing this agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "I Accept" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement.

I accept: Yes**Source URL:** <https://www.ci.wilsonville.or.us/node/127436/submission/61384>**Links**

[1] <https://www.ci.wilsonville.or.us/bc-mce/webform/2024-project-nomination-form%E2%80%93community-enhancement-program> [2] <http://www.ci.wilsonville.or.us/cep> [3] https://www.ci.wilsonville.or.us/system/files/webform/cep_grant_2024_project_budget_worksheet_2.pdf

Project Budget				
	CEP	Sponsor	Other #1	Other #2
Personal Services				
Supplies				
Mac Computer-Inventory/Events-Laptop	\$1,499.00			
Mac Computer-New Staff	\$2,299.00			
Mac Computer-Volunteer	\$2,299.00	0	0	0
2 iPad 10 generation- Client Services	\$1,198.00			
iPad10 generation-Events	\$599.00			
iPad 10 generation- Inventory	\$599.00			
2 iPad Pencil	\$158.00			
2 Magic Keyboard Folio for iPad (10th generation) - US English	\$498.00			
Brother® Business MFCL8905CDW Wireless Laser All-In-One Color Printer Item # 8330987 from Office Depot	\$699.00			
Pad 10.9" 10th Gen PowerMove Core Counter Stand or Wall Mount for security of iPad from Maclocks by Compulocks	\$399.00			
Swivel Base and VHB Pad for Core Stand form Maclocks by Compulocks	\$19.95			

4 Universal Tablet Lock Adhesive Security Plate from Maclocks by Compulocks	\$159.80			
4 Anchor point for security cable from Maclocks by Compulocks	\$51.80			
4 WeHere Mailbox with Electronic Lock, Wall Mount Mailbox for Outside Waterproof Design, One Time Code/Permanent code/Spare Keys Unlock, Medium Capacity for Collect Letters, Magazines 14x10x4 Inch-Amazon	\$400.00			
WeHere Wi-Fi Bridge (W100) & Door Sensor Suitable Smart Key Box & Smart Parcel Box,Record Door Opening/Closing Status-Amazon	\$69.99			
LLappuil Faux Leather Fabric Modular Sectional Sofa 3 Piece Furniture Sofa Set with Storage, Modern Reversible 6 Seater Couch Sets for Living Room, Office, Dark Grey- Amazon	\$1,599.99			
Capital				
Materials				
2 Brother® Genuine TN437BK Ultra High-Yield Black Toner Cartridge	\$246.98			

2 Brother® Genuine TN437C Ultra High-Yield Cyan Toner Cartridge	463.98			
Grace Chapel- Assemble/Set Up			\$0.00	
Other				
Class 1 Permit	0.00			
Total	\$13,259.49			
Item # 7496949				

January 8, 2024

City of Wilsonville
Attn: Zoe Mombert
Project Coordinator
29799 SW Town Center Loop E
Wilsonville, OR 97070

Re: Community Enhancement Program Grant for Grace Chapel

To the Community Enhancement Committee:

Jeff Chase, the lead Elder, and Mike Tatlock, the lead Pastor of Grace Chapel, approve of our Community Outreach Center, The Heart of the City, to apply for the CEP Grant to assist in the Heart of the City Client Services Accessibility Project with the City of Wilsonville.

Our heartbeat for Heart of the City is to be a resource for our entire community. There are no expectations or requirements for community members seeking assistance from The Heart of the City to participate in, affiliate with, or attend religious meetings to receive our services. We do not and shall not discriminate based on race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation, or military status in any of its activities or operations.

We are excited to begin this project in the summer of 2024 and are available if you have any questions.

With gratitude,



Jeff Chase
Elder Chair



Mike Tatlock
Lead Pastor

Published on *City of Wilsonville Oregon* (<https://www.ci.wilsonville.or.us>)

Home > [2024 Project Nomination Form–Community Enhancement Program](#) > [Webform results](#) > Submission #3

Submission information

Form: [2024 Project Nomination Form–Community Enhancement Program](#) [1]
Submitted by Visitor (not verified)
Thu, 01/11/2024 - 2:48pm
73.240.210.7

Applicant Information

Sponsor:

Friends of Trees

Tax ID#

93-0999999

Contact Person:

Michelle

Daytime Phone:

Yasutake

Email Address:

michelley@friendsoftrees.org

Address:

3117 NE Martin Luther King Jr Blvd

City:

Portland

State:

OR

Zip code:

97212

Type of Organization:

A non-profit organization, a neighborhood association or charitable organization with IRS 501 (c) (3) tax-exempt status

Project Information

Project Title:

Tranquil Park Stewardship & Community Engagement

Amount Requested:

\$ 19,929

Mark all of the goals below which your project meets and explain how in the boxes below:

75

- Improve the appearance or environmental quality of the community
- Result in the preservation or enhancement of wildlife, riparian zones, wetlands, forest lands and marine areas, and/or improve the public awareness and the opportunities to enjoy them
- Result in improvement to, or an increase in, recreational areas and programs
- Result in improvement in safety

How project meets 'Improve the appearance or environmental quality of the community' (be clear & specific)

In its current state, Tranquil Park is overrun with invasive Himalayan Blackberry and English Ivy. This project aims to restore one acre of the park by removing the invasive species and planting over 1,000 native plants. Not only will this project improve the appearance of the community park, but it will also result in many environmental benefits for both humans and wildlife, including improved soil structure, erosion control, storm water management, and improved habitat and food sources for wildlife and pollinators.

How project meets 'Result in the preservation or enhancement of wildlife, riparian zones, wetlands, forest lands and marine areas, and/or improve the public awareness and the opportunities to enjoy them' (be clear & specific)

This project will directly result in the enhancement of forest lands through the removal of invasive species and planting of beneficial native species. Additionally, we will improve the public awareness of Tranquil Park and opportunities to enjoy it through hosting two public volunteer events at the park.

How project meets 'Result in improvement to, or an increase in, recreational areas and programs' (be clear & specific)

Tranquil Park is a community hub for hikers and bird watchers. The restoration of this park will improve the recreational space by creating a safer, healthier trail system for people to walk, and improving habitat for birds and other wildlife.

How project meets 'Result in improvement in safety' (be clear & specific)

Currently, the presence of invasive species throughout the park is a threat to the existing tree canopy. When left to grow untended, English Ivy can climb trees and over time, this growth can weaken the health of the tree, making it more susceptible to disease, breakage, and even falling. As Tranquil Park is an active recreation area for community members, this poses a significant safety risk to park-goers. Through this project, we aim to kill and/or remove all ivy that is growing throughout the project area which will improve the health of the existing tree canopy.

Brief Project Description and Explanation of how the CEP funds will be used, include project start and end dates:

The Community Enhancement Program (CEP) funds will be utilized to support the "Tranquil Park Stewardship & Community Engagement Project." The 4.5 acre park currently faces challenges associated with invasive plant species, particularly Himalayan Blackberry and English Ivy. This initiative aims to restore one acre of Tranquil Park where previous restoration efforts have occurred. This project will focus on community engagement and the revitalization of native plants and trees, with a special emphasis on those crucial for pollinator habitat.

The funds will be allocated to cover the costs associated with site preparation by a contractor, including invasive species removal, and any necessary landscaping activities. Additionally, a significant portion of the budget will be dedicated to community engagement and education efforts. This involves hosting two key volunteer events over the course of one year.

The first event will be a volunteer planting event, where community members will actively participate in planting native plants and trees throughout the project area. The second event will be a volunteer stewardship event, focusing on the ongoing care and maintenance of the project

area. These events are designed not only to physically contribute to the restoration of the site but also to educate and raise awareness about the importance of preserving native plant species and creating habitat for pollinators. Volunteers will have the opportunity to learn about proper planting and care practices, the benefits of trees and native shrubs and their long-term care, safety in the outdoors, and how to be a community steward.

Through this comprehensive approach, the Tranquil Park Stewardship & Community Engagement Project aims to enhance the environmental quality of the park, foster a sense of community involvement, and educate residents on the significance of preserving biodiversity and supporting pollinator species in the local ecosystem. The CEP funds will play a crucial role in making this initiative a reality and ensuring its success.

The project will begin in July of 2024, with site preparation by contractors. We anticipate multiple visits by contractors during the latter half of 2024 to ensure the site is ready for planting, with the goal of hosting both volunteer events in the Spring of 2025. We will continue maintenance through June of 2024 funded by this project, and coordinate with the City to ensure the project continues to be maintained beyond the duration of the grant.

Where would the project be located and who owns the property if applicable?

Tranquil Park; City of Wilsonville

For a project located on private or other public land (property not owned by the City of Wilsonville), written documentation from the landowner that gives the project sponsor and City permission for the project to occur on the land is required. Indicate here if the project is located on private or other public land (property not owned by the City of Wilsonville) and indicate if written permission from the landowner is to be submitted.

n/a

What impact might the project have on nearby homes and businesses?

This initiative is expected to have several positive impacts on local homes and businesses:

Community Engagement and Social Cohesion: The volunteer events and educational programs associated with the project can foster a sense of community engagement and social cohesion. FOT aims to recruit residents throughout the neighborhood surrounding Tranquil Park to engage them in the project and inspire them to steward their community space together. A connected and engaged community often contributes to a positive local environment, making it an attractive place for businesses and residents alike.

Educational Opportunities: The educational component of the project can lead to increased environmental awareness within the community. This heightened awareness can translate into more environmentally-conscious practices among residents and businesses, potentially influencing sustainable practices and eco-friendly initiatives. Further, the emphasis on pollinator plants within the project provides an opportunity to educate the community about the critical role of pollinators in the environment. As Wilsonville is designated as a Bee City, increasing the awareness can lead to a greater understanding of the interdependence between plant and animal species, fostering a sense of environmental stewardship among local residents.

Environmental Benefits: The restoration of native plants and trees, along with the removal of invasive species, can have many positive environmental effects that benefit area residents. Improved biodiversity and healthier ecosystems can contribute to better air and water quality, creating a more sustainable and desirable living and working environment for local residents and businesses. Native plants help enhance soil structure, reduce erosion, promote better water retention, and improve uptake of toxins from runoff. This contributes to the overall health of Tranquil Park's ecosystem and can have positive downstream effects on water quality.

Recreational Opportunities: A restored Tranquil Park can become a more inviting space for recreational activities for area residents. This could attract more visitors, potentially benefiting local businesses such as cafes, restaurants, and shops in the area that cater to park-goers.

Initiatives that improve the quality of local green spaces and foster community engagement generally have positive ripple effects on the surrounding residential and business areas. By creating a habitat that supports pollinators, the project promotes biodiversity, ecosystem resilience, and environmental sustainability. These environmental benefits extend beyond the park boundaries, positively impacting the broader community and contributing to a healthier and more sustainable local ecosystem.

What kind of on-going maintenance needs and costs might be required by the project?

In order to ensure successful establishment of planted trees and shrubs, the planting area will require follow up maintenance. Through our volunteer stewardship event in the spring of 2025, volunteers will help set the plants up for success through their first summer in the ground by applying mulch and hand-pulling invasive re-growth throughout the project area. During summer 2025, FOT staff will coordinate with contractors and NYC crews to support our site maintenance efforts. While we select plants that are hardy and have high survival rates and design site preparation to minimize future competition, there will still be significant competition from weedy species and likely a need for infill planting in future years. To be able to ensure a higher success rate and improve the return on investment, some vegetation management treatments may be required, including manual cutting of invasive vegetation around established plants. We intend to work with the City to find supplementary funding sources in order to continue this work into the future.

Who will benefit if this project is funded? Estimate how many Wilsonville residents will benefit if this project is funded.

Volunteers, local residents, and the Wilsonville community at large will benefit from this project. FOT aims to engage 100-150 volunteers across two public events. At these events, attendees will have the opportunity to connect with fellow neighbors and community members while learning about how to properly plant and care for trees and native shrubs, the benefits of trees and native shrubs and their long-term care, safety in the outdoors, and how to be a community steward. Additionally, there are approximately 100 residences within 250' of the park, and many more within walking distance. Residents within walking distance will experience benefits associated with restoration projects such as a more enjoyable place to hike and improved mental and physical health, in addition to the many environmental benefits of a healthy, diverse natural area. Lastly, this project will bring greater awareness about this park to the larger Wilsonville community and invite people from outside the immediate neighborhood to enjoy this community space.

How does the project serve diverse or traditionally underserved populations?

As a community-centered organization, our programming is designed to serve diverse or traditionally underserved populations in several ways. Through this project, we aim to foster inclusivity and break down barriers that have historically prevented access to healthy green spaces and their benefits for historically marginalized people. One such way we plan to do so is through making our programming more accessible for individuals who speak English as a second language. Information and communication about the project will be made accessible in English and in Spanish to ensure that language barriers do not hinder community members from understanding and participating in the volunteer events. As 14% of Wilsonville residents identify as Hispanic, and 13% of households report more than one language spoken at home (data from census.gov), this promotes engagement among those with diverse linguistic backgrounds. Many of our crew leaders and some of our Green Space staff have experience or proficiency in languages besides English, which will facilitate further inclusion during the course of the volunteer events.

Additionally, Tranquil Park is walking distance from at least 5 large apartment complexes, several smaller apartment buildings and a mobile home park. Of these complexes, at least one provides affordable housing and another serves seniors aged 62 or more earning no more than 60% of the area median income. People who live in apartment complexes tend to have limited access to outdoor spaces and the benefits they provide due to the lack of private yards. Access to green spaces has been linked to improved mental and physical health. Physical health benefits include a reduction of airborne pollutants and a reduction in pollutants in run-off. This may, in turn, help improve the quality of surface waters in the area. Not only will this project help improve a valuable neighborhood resource for individuals who live in these complexes, but they will also have the opportunity to engage in the project during the public events and foster a sense of community stewardship together.

FOT also recognizes that historically, our outreach methods may not always reach our desired audiences. Through this project, FOT is committed to connecting directly with culturally diverse groups in the area with the goal of forming connections with them and engaging them in our work. We are committed to creating inclusive spaces where people of all identities feel safe and comfortable working together in the outdoors.

Through intentionally considering and incorporating these aspects into the project design and implementation, this project strives to be inclusive, ensuring that the benefits of the initiative are accessible and meaningful to all members of the community, particularly those who may have been historically underserved or marginalized.

Does this project serve a specific cultural or ethnic group in Wilsonville? If so, please specify.

This project does not serve a single specific cultural group. Ideally all groups with access to the park will benefit. However, Friends of Trees plans to reach out to multiple cultural groups with the goal of forming relationships and engaging them in the volunteer events. We ensure that all of our outreach materials are available in both English and Spanish, so that a wider audience is reached.

Project Budget

Upload project budget sheet available at www.ci.wilsonville.or.us/cep [2]

Upload Budget:

[fot_project_budget_worksheet.pdf](#) [3]

How were these costs estimated (quotes, catalog, previous projects, etc.)?

FOT has managed many similar projects to this in the past across the Portland Metro region. The costs included in this bid are estimated based on the time and materials needed to coordinate and implement two community events, in addition to developing site plans and coordinating site preparation. The billable rate is the standard rate used for FOT staff working on this type of project, and the additional cost covers tools, plants, outreach materials, contractor services, rentals, educational handouts, and other event supplies.

Is there secure funding for Sponsor's share of the total costs including funding from other public or private agencies and what are the sources of funding?

Friends of Trees' share of the total costs is provided by individual donations and corporate sponsorship funds, as well as in-kind donations for event day.

Will the project be completed with the proposed funding or will future funding be necessary?

The scope outlined in this proposal will be completed with the proposed funding. However, additional funding will be needed in the future to actively maintain the project area and prevent regrowth of undesirables, as well as to expand the project into other areas of the park.

Funds are available for projects after July 1, 2024. Is this project compatible with that timing? How and when might this project be implemented?

Yes, this project is compatible with that timeline. Site preparation efforts will begin as soon as possible, likely in July 2024. Between July 2024 and January 2025, contractors will visit the site multiple times to perform site preparation activities, including the use of manual and chemical methods to reduce weed competition near areas that are to be planted. Also during that time, FOT staff will be performing community outreach to recruit volunteers and connect with residents in the area ahead of the public events. Planting will occur in March 2025, and a follow up stewardship event in April of 2025 will focus on plant care and weed management to ensure enhanced survival of native plants. Maintenance efforts will continue through the end of this funding period by FOT staff.

Project Management

Provide a brief narrative outlining the major tasks and projected time schedule for completing of each task:

The implementation of this project will consist of the following phases: initial project planning, site preparation, community outreach, event coordination, event implementation and follow up maintenance.

Initial Project Planning (July 2024): In July 2024, FOT will coordinate with the City and independent contractors to develop a more comprehensive project plan and timeline of activities for the year. FOT will work with the City to schedule both volunteer events, which will occur in the winter/early spring of 2025.

Site preparation (July 2024 to January 2025): This phase of the project will be conducted between July of 2024 and January of 2025. It will be completed by a local contractor over the course of multiple visits, and will consist of manual and chemical treatments to reduce weed competition near areas that are to be planted.

Community Outreach (August 2024 to March 2025): FOT will spend the fall and winter leading up to the event engaging with the community. Outreach could include canvassing the immediate neighborhood, attending local HOA meetings, tabling at community events, and/or sending postcards. All public volunteer events will be listed on FOT's online planting calendar, and FOT will coordinate with the City to advertise through their social networks. The goals of these engagement strategies will be to recruit volunteers, as well as to educate the community about the benefits of healthy, diverse natural areas and community stewardship.

Event Planning (August 2024 to March 2025): During the months leading up to the first event, FOT will coordinate with the City on all aspects of event preparation and logistics. FOT will develop a species list and site design plan in accordance with City goals for the park, with a specific emphasis on pollinator-friendly plants. Once species lists are approved, FOT will oversee plant procurement. FOT will lead on all other event logistics, including restroom procurement, snacks and refreshments, educational materials, and tools/supplies.

Event Implementation (March 2025 to April 2025): FOT will host two volunteer events, one planting in March 2025 and one stewardship event in April 2025. FOT will have at least one program staff at each event to ensure volunteer needs are being met and the event is facilitated on time. FOT will provide trained, volunteer Crew Leaders to manage the volunteer pool in

smaller subgroups to ensure all participants safely and properly install plant material. Attendees will have the opportunity to connect with fellow community members while engaging in stewardship activities and learning about the benefits of a diverse native plant assemblage and the importance of pollinator habitat. At the planting event, volunteers will learn about proper planting practices while helping plant over 1,000 native trees and shrubs. At the stewardship event, volunteers will learn about how to care for their newly planted plants while performing stewardship activities, including applying mulch to every new native plant and hand pulling the regrowth of any undesirable weeds.

Follow Up Maintenance (April 2025 and beyond): Following the completion of the volunteer events, FOT will continue to actively maintain the project area for the duration of the funding period. If scheduling allows, FOT will coordinate with a Northwest Youth Corps crew to perform maintenance activities before the end of June 2025. Additionally, if there is funding remaining in their budget, FOT may schedule an additional contractor treatment to spot treat any regrowth areas. Beyond the funding period, FOT will coordinate with the City to continue to maintain the project area, and potentially identify additional funding to expand into other areas of the park in future years.

Describe prior experience managing similar projects. Include prior Community Enhancement Projects:

Friends of Trees has over twenty years of experience managing similar projects within the City of Wilsonville, the most notable being natural area enhancement and pollinator garden construction within the City's Memorial Park. FOT is well known throughout the region for our educational, safe and inclusive community based events, wherein we prioritize meaningfully engaging community members and encouraging community stewardship. We work alongside over 4,000 volunteers annually to implement over 70 community planting and stewardship events. Our Green Space Program, which works specifically to enhance parks and natural areas, plants over 35,000 trees and native plants annually and manages many projects similar to this one. This year, we are actively planting in 22 parks and natural spaces throughout the greater Portland Metro area, and maintaining several more.

Does this project require coordination with other public and private organizations? Has the necessary coordination been completed? If yes, please describe.

This project will require coordination with the City of Wilsonville, as well as private contractors to complete site preparation at the park. FOT has permission from the City to pursue this project, and FOT plans to maintain frequent contact with City partners once the project is underway. FOT will coordinate with the City on all aspects of project planning and implementation, including species list development and site plan, volunteer recruitment, and day-of event logistics.

FOT will also maintain frequent contact with the private contractors hired to complete site preparation. FOT has received a bid from Ash Creek Forest Management to complete the required work. FOT and Ash Creek will develop the treatment plan together, and Ash Creek will keep FOT apprised of their plans and status of the park as the project progresses.

Lastly, FOT also plans to coordinate with community members in the area once the project begins. Not only do we want to make sure they are aware of the project, but we want to engage them in the planting and throughout the process. We plan to do so through various means, including attending Neighborhood meetings, canvassing, and posting outreach materials throughout the park.

If the project is located on private land, discuss the public benefit of the project and provide landowner permission for the project with this application:

n/a

Do you currently have an active CEP grant?

No

Item 13.

If yes, will you be seeking an exception?

No, an exception is not needed or requested.

Project Certifications:

- This project will not promote or inhibit religion in any way.
- This project will not discriminate based on race, ethnicity, age, gender or sexual orientation in any way.

Signature:

Michelle Yasutake

Date Signed: Thu 1/11/24

Electronic signature agreement. By selecting the "I Accept" button, you are signing this agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "I Accept" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement.

I accept: Yes

Source URL: <https://www.ci.wilsonville.or.us/node/127436/submission/61380>

Links

[1] <https://www.ci.wilsonville.or.us/bc-mce/webform/2024-project-nomination-form%E2%80%93community-enhancement-program> [2] <http://www.ci.wilsonville.or.us/cep> [3] https://www.ci.wilsonville.or.us/system/files/webform/fot_project_budget_worksheet.pdf

Published on *City of Wilsonville Oregon* (<https://www.ci.wilsonville.or.us>)

[Home](#) > [2024 Project Nomination Form–Community Enhancement Program](#) > [Webform results](#) > Submission #6

Submission information

Form: [2024 Project Nomination Form–Community Enhancement Program](#) [1]
Submitted by Visitor (not verified)
Fri, 01/12/2024 - 2:49pm
76.144.94.80

Applicant Information

Sponsor:

Portland State University

Tax ID#

36-4776757

Contact Person:

Deborah Arthur

Daytime Phone:

503-725-5831

Email Address:

debs@pdx.edu

Address:

28500 SW McGraw Ave

City:

Wilsonville

State:

Oregon

Zip code:

97070

Type of Organization:

A school or institution of higher learning

Project Information

Project Title:

We Are All Bound Up Together: Art and Stories From Behind the Walls

Amount Requested:

\$ 11,187

Mark all of the goals below which your project meets and explain how in the boxes below:

- Reduce the amount or toxicity of waste

- Result in improvement in safety
- Benefit youth, seniors, low income persons and/or underserved populations

How project meets 'Reduce the amount or toxicity of waste' (be clear & specific)

We are proposing to use recycled materials in the visual art project, which will display at the Wilsonville Library. We intend to use a combination of recycled materials including newspapers and printed materials from the hometowns of the Coffee Creek residents. Organic materials, such as leaves and grasses from the area surrounding Coffee Creek Correctional Facility will also be incorporated into the visual creations. When the residents of CCCF create the display, we will encourage their ideas in using recycled materials in the project - and work with their ideas. We may bring in recycled materials from the facility as well.

How project meets 'Result in improvement in safety' (be clear & specific)

One of the goals of this project is to share the stories and perspectives of incarcerated women at Coffee Creek with their non-incarcerated neighbors in Wilsonville. We hope to highlight stories that offer insight and understanding into the humanity of these women and their perspectives on belonging and community. By highlighting our shared humanity, this project will improve the safety of both incarcerated/formerly incarcerated individuals, as they are acknowledged as residents of a community and citizens of a place, and likewise will create safer communities as a sense of belonging will in turn reduce recidivism.

How project meets 'Benefit youth, seniors, low income persons and/or underserved populations' (be clear & specific)

This arts display will serve multiple populations. Because of its location in the Wilsonville Public Library, all public will have access to read, watch and experience the art and stories. In its effort to highlight the humanity of the incarcerated women, this project also serves the underserved population of women in prison - through multiple outlets: access to art, access to education and the opportunity to be recognized as residents of Wilsonville.

Brief Project Description and Explanation of how the CEP funds will be used, include project start and end dates:

With this grant we are seeking funds to engage Wilsonville residents who live at Coffee Creek correctional facility in an art class and project, using recycled waste materials, and including a public display of the project in the city of Wilsonville. This is a collaborative project with the HEP (Higher Education in Prison) at PSU, The Artist as Citizen Initiative at PSU, The Arts and Culture committee at Wilsonville Parks & Rec, teaching artists and CETI (Creative and Emerging Technologies Institute). Through the Artist as Citizen class and curriculum from PSU, residents at Coffee Creek will engage in creating an artistic display that showcases stories and artwork. CEP funds will cover the costs of materials, the stipend for the teaching artist, the course offering at Coffee Creek and additional costs of display and signage in the community of Wilsonville. The project will begin in late June of 2024 and end by late June of 2025.

Where would the project be located and who owns the property if applicable?

The project will be on display at the Wilsonville Library on the gallery wall in the room with the laptops. We also may showcase the work at City Hall for a 3 month period. Erika Valentine, the Arts and Culture Coordinator from Wilsonville Parks and Recreation is collaborating with us to assist in bringing this project to the public spaces.

For a project located on private or other public land (property not owned by the City of Wilsonville), written documentation from the landowner that gives the project sponsor and City permission for the project to occur on the land is required. Indicate here if the project is located on private or other public land (property not owned by the City of Wilsonville) and indicate if written permission from the landowner is to be submitted.

N/A

What impact might the project have on nearby homes and businesses?

We do not anticipate any impact on homes and businesses.

What kind of on-going maintenance needs and costs might be required by the project?

We do not anticipate any on-going maintenance needs. If the project moves to City Hall from the Library for a period of time, we will need to prepare and budget for the installation change.

Who will benefit if this project is funded? Estimate how many Wilsonville residents will benefit if this project is funded.

In Oregon roughly 15,000 adults and 600 youth are incarcerated on any given day. Women are the fastest growing segment of the prison population. However, as noted in national studies by the Prison Policy Initiative, only 4% of formerly incarcerated adults (ages 25+) complete a bachelor's degree or higher (compared to 29% in the general population), and the unemployment rate among formerly incarcerated people is 27% (and even higher when combined with race, gender, and a lack of educational credentials—e.g., 60% of formerly incarcerated Black women without a high school diploma/GED are unemployed).

How does the project serve diverse or traditionally underserved populations?

Because of its institutional commitment to equity and strategic urban location, Portland State University is uniquely positioned to create and strengthen educational opportunities that support incarcerated and reentering students, and to create pathways to degree completion. Our educational program inside CCCF allows students to work towards a degree while experiencing incarceration and to be able to quickly and easily matriculate to the PSU campus upon release, while receiving the support needed to be successful.

Does this project serve a specific cultural or ethnic group in Wilsonville? If so, please specify.

This project specifically addresses issues for women, trans-identified and gender nonconforming individuals in the criminal legal system, and reflects their experiences and collective voices . These are residents of the City of Wilsonville. Their presence is counted in the number of residents yet they cannot access city services, do not have the ability to vote, etc. Through this project we seek to bridge the divide created by the walls of the prison.

Project Budget

Upload project budget sheet available at www.ci.wilsonville.or.us/cep [2]

Upload Budget:

[psu_project_budget_sponsor_worksheet.xlsx](#) [3]

How were these costs estimated (quotes, catalog, previous projects, etc.)?

These costs were calculated using the rates for adjunct faculty at Portland State University, and in consultation with the guest Artist.

Community Enhancement Program grant application: City of Wilsonville: We Are All Bound Up Together: Art and Stories From Behind the Walls

Budget Justification

Portland State University; PI: Deborah Arthur

A. Personal Services (\$9,187)

All personnel salaries below include a 3.5% annual cost of living increase per Portland State

University budgeting policies.

Instructor – Suzanne Savaria (\$5,287)

Funds are requested for Suzanne Savaria (effort of 0.6 person months) with a total project salary cost of \$3,813 + \$1,474 (OPE) = \$5,287. Portland State University charges the actual cost of each fringe benefit direct to Federal projects. However, it uses a fringe benefit rate, which is applied to salaries and wages in budgeting fringe benefit costs under project proposals. The following fringe benefits are treated as direct costs: FICA, workers compensation, medical/dental/health insurance, unemployment, long-term disability, employee liability insurance, and retirement. We have applied the following rates:

- Suzanne Savaria - 38.65%

For this project, Savaria will be responsible for teaching the 3-credit course at the prison, supporting the student artists at the prison, and surrounding the community-based art project with academic content regarding artist as citizen.

Teaching Assistant Guest Artist Stipend (\$1,500) - Funds are requested for a guest artist stipend who was formerly incarcerated and housed in CCCF. This funding will provide benefit to this project supporting the art project in Savaria's 3 credit art course, with a very real expertise, based on lived experience in the prison, on what is allowable in creating the art project, helping s

Guest Artist Stipend – \$1,200 in funding is requested to provide 6 hours of time for a guest artist to meet with residents of Coffee Creek Correctional Facility. This stipend will be paid at the rate of \$200/hour for 6 hours, with a total cost of \$1,200. The guest artist will support the project by bring expertise in developing community art proejcts utilizing recycled and reused materials.

CETI Partnership (1,200) – Funding is requested for a partnership with CETI to provide an augmented reality art display for this project. The cost of this is estimated at \$200/hour for 6 hours for a total cost request of \$1,200). Partnership with CETI is important to this project as they have the expertise in the technological part of the project: creating and embedding QR codes into the art so that by pointing a smart phone at the project, viewers will also be able to learn more about the artists and the project.

B. Supplies (\$1,500)

Art Materials - \$500 in funds are requested for art supplies to purchase specifically for this project. These funds are essential for our project instruction and work with CCCF residents. Signage Materials - \$1,000 in funds are requested for the cost of producing and distributing signage materials for the art display. All funds are lowest estimated costs and will exclusively benefit the costs of this project.

C. Capital (\$0)

D. Materials (\$0)

E. Other (\$500)

Installation of Art Display - Funds are requested for the cost of the installation of an art display. The cost for this installation is \$500. The art will be housed, consecutively at both the Wilsonville Public Library and Wilsonville City Hall.

H. Total Direct Costs (\$11,187)

I. Indirect Costs (\$0)

Indirect costs (F&A) at PSU are based on Modified Total Direct Costs (first \$25k) of each subcontract, minus tuition, equipment over \$5k, and participant support costs) over the project period per Portland State University's federally negotiated indirect cost rate agreement dated June 22nd, 2022. The rate utilized in this proposal is the sponsor limited rate of 0% on indirect costs.

J. Total Direct and Indirect Costs (\$11,187)

Is there secure funding for Sponsor's share of the total costs including funding from other public or private agencies and what are the sources of funding?

Yes, the Higher Education in Prison Program at PSU has secure funding for this project, from charitable giving.

Will the project be completed with the proposed funding or will future funding be necessary?

Completed with CEP funding

Funds are available for projects after July 1, 2024. Is this project compatible with that timing? How and when might this project be implemented?

Yes. Summer course, after July 1, creation of art during the course, implementation over the fall, exhibits fall through spring

Project Management

Provide a brief narrative outlining the major tasks and projected time schedule for completing of each task:

Summer / Fall 2024; July 1 2024-June 30 2025

Preparation for course work specific to the art project and gathering materials

Three 3-hour teaching seminars at CCCF for 2 credit course, The Artist as Citizen 335 with PSU Faculty Suzanne Savaria

3 Saturdays in the month of July & August

Teaching stipend for teaching-artists covering 8 hours of engagement

4 hours with CCCF residents

4 hours for prep, display

Creation of signage materials for the display

Installation of the display

Attend Arts, Culture and Heritage Meetings for the City of Wilsonville at the beginning and the end of the project

Describe prior experience managing similar projects. Include prior Community Enhancement Projects:

The Higher Education in Prison Program received a previous CEP grant in 2019, in order to purchase books and supplies for these underserved residents of Wilsonville.

Suzanne Savaria, co-director and founder of the Artist as Citizen Initiative has been managing and facilitating creative projects in the community for seven years. Projects have included but not limited to street fairs, music festivals, school events, panel presentations and discussions, creative projects in response to social justice issues and film festivals. Community events have included students ages kindergarten to college, local community centers and the general public. Work has included managing people, budgets, timelines and teaching the curriculum. The Artist as Citizen Initiative, in collaboration with Montavilla Jazz and Vestal Elementary was the recipient of the Metro Community Placemaking Grant for 25K for "Vestal Social Justice Night and Storytelling Project."

Does this project require coordination with other public and private organizations? Has the necessary coordination been completed? If yes, please describe.

We have full support from Erika Valentine, the Arts and Culture Coordinator from Wilsonville Parks and Recreation. Erika has taken the lead in discussions with the staff at Wilsonville Library and has offered to support the project as needed. We have discussed and plan on attending two of the Wilsonville Arts Council meetings at the beginning and end of the project. These meetings are held on Wednesday evenings and we hope to engage the council in feedback and meet in a collaborative spirit.

If the project is located on private land, discuss the public benefit of the project and provide landowner permission for the project with this application:

N/A

Do you currently have an active CEP grant?

No

If yes, will you be seeking an exception?

No, an exception is not needed or requested.

Project Certifications:

- This project will not promote or inhibit religion in any way.
- This project will not discriminate based on race, ethnicity, age, gender or sexual orientation in any way.

Signature:

Jennifer Robe, Grants & Agreements Analyst

Date Signed: Fri 1/12/24

Electronic signature agreement. By selecting the "I Accept" button, you are signing this agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "I Accept" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement.

I accept: Yes

Source URL: <https://www.ci.wilsonville.or.us/node/127436/submission/61389>

Links

[1] <https://www.ci.wilsonville.or.us/bc-mce/webform/2024-project-nomination-form%E2%80%93community-enhancement-program> [2] <http://www.ci.wilsonville.or.us/cep> [3] https://www.ci.wilsonville.or.us/system/files/webform/psu_project_budget_sponsor_worksheet.xlsx

Project Budget				
	CEP	Sponsor	Other #1	Other #2
Personal Services	9187			
Supplies	1500			
Capital				
Materials				
Other (please explain)	500			
Total	11187	0	0	0

Total Estimated Cost **11187**

% of Total Budget provided by Sponsor 100

Personal Services:

Instructor - \$3,813 (+ OPE of \$1474) (adjunct faculty) = \$5,287;
Teaching Assistant Guest Artist Stipend \$1,500;
Guest Artist Stipend - 6 hours with CCCF residents at \$200/hour = \$1,200

Partnership with CETI to create Augmented Reality display
6 hours at \$200/hour - \$1,200;

Supplies:

Art Materials: \$500
Signage materials - \$ 1,000

Other:

Installation of Art Display - \$500~~0~~ hours at \$200/hour - \$1,200; Supplies:

Art Materials: \$500
Signage materials - \$ 1,000;

Other Cost: Installation of Art Display

Published on *City of Wilsonville Oregon* (<https://www.ci.wilsonville.or.us>)

[Home](#) > [2024 Project Nomination Form–Community Enhancement Program](#) > [Webform results](#) > Submission #2

Submission information

Form: [2024 Project Nomination Form–Community Enhancement Program](#) [1]
Submitted by Visitor (not verified)
Thu, 01/11/2024 - 1:06pm
143.244.98.165

Applicant Information

Sponsor:

Erika Valentine, City of Wilsonville Arts & Culture Program Coordinator

Tax ID#**Contact Person:**

Erika Valentine

Daytime Phone:

503-570-1629

Email Address:

evalentine@ci.wilsonville.or.us

Address:

29600 Park Pl.

City:

Wilsonville

State:

OR

Zip code:

97070

Type of Organization:

A local government, local-government advisory committee, department or special district provided that the agency includes documented support from the local-government executive officer.

Project Information

Project Title:

"Many Cultures, One Heart" - Hearts Public Art Project

Amount Requested:

\$ 29,000

Mark all of the goals below which your project meets and explain how in the boxes below:

- Improve the appearance or environmental quality of the community
- Benefit youth, seniors, low income persons and/or underserved populations

How project meets 'Improve the appearance or environmental quality of the community' (be clear & specific)

Public art improves the appearance and quality of community by creating community identity, enlivening spaces, and providing accessible/free artwork to all. The project will add visual interest to the community.

How project meets 'Benefit youth, seniors, low income persons and/or underserved populations' (be clear & specific)

The project theme is to showcase and hi-light diverse cultures. The hope would be that underserved populations may be represented through the artwork. Additionally, the project is open and accessible to any artist who wants to apply and the installation will be viewable by everyone in the community.

Brief Project Description and Explanation of how the CEP funds will be used, include project start and end dates:

The project is a public art project that involves commissioning artists to paint large fiberglass hearts. The hearts will then get installed throughout the City for people to view. The CEP funds go towards purchasing the actual hearts and the payment to the artists for their time, design, labor, etc. I anticipate the project to be installed sometime during summer of 2025. The City's Arts, Culture and Heritage Commission would be involved in the selection process and project.

Where would the project be located and who owns the property if applicable?

The hearts would get installed on City Property such as at City facilities and in City Parks.

For a project located on private or other public land (property not owned by the City of Wilsonville), written documentation from the landowner that gives the project sponsor and City permission for the project to occur on the land is required. Indicate here if the project is located on private or other public land (property not owned by the City of Wilsonville) and indicate if written permission from the landowner is to be submitted.

This project is said to be the pilot program, if successful future rounds of the project could be done which might be featured on private property and local businesses, however for this round it will all be in City property.

What impact might the project have on nearby homes and businesses?

Based on location of hearts, this should not impact the above.

A positive would be if local businesses are positively impacted due to tourism the project may bring.

What kind of on-going maintenance needs and costs might be required by the project?

The project will be installed temporarily so on-going maintenance should not come up. The hearts will be clear coated to help if any get vandalized by graffiti. They may need to be cleaned one per year.

Who will benefit if this project is funded? Estimate how many Wilsonville residents will benefit if this project is funded.

Public art is viewable by all so the entire community benefits.

How does the project serve diverse or traditionally underserved populations?

The project theme focusing on celebrating diverse cultures should represent the many diverse populations in Wilsonville. By providing visual representation to those groups, the hope would be that they feel uplifted and welcomed in the community.

Does this project serve a specific cultural or ethnic group in Wilsonville? If so, please specify.

No - it serves everyone.

Project Budget

Upload project budget sheet available at www.ci.wilsonville.or.us/cep [2]

Upload Budget:

[project_budget_worksheet_3.xlsx](#) [3]

How were these costs estimated (quotes, catalog, previous projects, etc.)?

I reached out to other public art administrators that have done similar projects. I received quotes from multiple fiberglass companies that produce the hearts.

Is there secure funding for Sponsor's share of the total costs including funding from other public or private agencies and what are the sources of funding?

The Sponsor funding includes the staff time of Erika Valentine to oversee the implement the project which will include writing the Call for art, working with the ACHC, working with other City departments, oversight of the artists, overall project management, publicity, etc. It also includes staff time from the Parks maintenance team who will help with installation and site prep. Supplies will also be covered through the arts and culture GL line item.

Will the project be completed with the proposed funding or will future funding be necessary?

The project will be completed with the proposed funding.

Funds are available for projects after July 1, 2024. Is this project compatible with that timing? How and when might this project be implemented?

I anticipate the project be installed sometime in summer of 2025.

Project Management

Provide a brief narrative outlining the major tasks and projected time schedule for completing of each task:

Purchase hearts (July/ Aug)

Staff write Call for Art Application and have ACHC Review (Sept)

Publicity and posting the Call for Art (Oct)

ACHC/Panel review the applications and make their selections (Jan)

Artist contracts (Jan/Feb)

Artists can pick up the hearts and begin working (Feb - April)

Installation sometime summer (May - July)

Staff create map of hearts and market the program

Describe prior experience managing similar projects. Include prior Community Enhancement Projects:

As the City's arts and culture program coordinator, I have a background in public art and arts management, and have implemented several temporary public art projects. At my former City I started the Utility Box Public Art Project. The Skatepark Mural is in process which is a CEP Project.

Does this project require coordination with other public and private organizations? Has the necessary coordination been completed? If yes, please describe.

Coordination will need to take place with Parks Maintenance and Public Works depending on installation and locations. Additionally staff is looking into auctioning off the pieces after one year, so coordination with finance is necessary to see if this is feasible. Coordination has not yet occurred.

Staff will also coordinate with City Committees - ACHC and DEI

If the project is located on private land, discuss the public benefit of the project and provide landowner permission for the project with this application:

N/A

Do you currently have an active CEP grant?

Yes

If yes, will you be seeking an exception?

Yes, an exception is requested since we have an active grant and the project will not be complete by May 24, 2024.

Project Certifications:

- This project will not promote or inhibit religion in any way.
- This project will not discriminate based on race, ethnicity, age, gender or sexual orientation in any way.

Signature:

Erika Valentine

Date Signed: Thu 1/11/24

Electronic signature agreement. By selecting the "I Accept" button, you are signing this agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "I Accept" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement.

I accept: Yes

Source URL: <https://www.ci.wilsonville.or.us/node/127436/submission/61377>

Links

[1] <https://www.ci.wilsonville.or.us/bc-mce/webform/2024-project-nomination-form%E2%80%93community-enhancement-program> [2] <http://www.ci.wilsonville.or.us/cep> [3] https://www.ci.wilsonville.or.us/system/files/webform/project_budget_worksheet_3.xlsx

Project Budget				
	CEP	Sponsor	Other #1	Other #2
Personal Services (staff)		5,000		
Supplies anti graffiti coating, installation supplies		5000		
Capital				
Materials (1350 / per heart, 10 hea	13500			
Other (please explain) -Artist Stiper	13500			
Shipping for Hearts/ Freight, etc.	2000			
Total	29000	10000	0	0

Total Estimated Cost **39,000**
 % of Total Budget provided by
 Sponsor **34%**

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Home > [2024 Project Nomination Form–Community Enhancement Program](#) > [Webform results](#) > Submission #1

Submission information

Form: [2024 Project Nomination Form–Community Enhancement Program](#) [1]
Submitted by Visitor (not verified)
Fri, 01/05/2024 - 3:05pm
143.244.98.165

Applicant Information

Sponsor:

Tommy Reeder

Tax ID#

Contact Person:

Tommy Reeder

Daytime Phone:

503-572-8121

Email Address:

reeder@ci.wilsonville.or.us

Address:

29600 SW Park Place

City:

Wilsonville

State:

OR

Zip code:

97070

Type of Organization:

A local government, local-government advisory committee, department or special district provided that the agency includes documented support from the local-government executive officer.

Project Information

Project Title:

Murase Music Garden

Amount Requested:

\$ 17,000

Mark all of the goals below which your project meets and explain how in the boxes below

- Improve the appearance or environmental quality of the community
- Result in improvement to, or an increase in, recreational areas and programs
- Benefit youth, seniors, low income persons and/or underserved populations

How project meets 'Improve the appearance or environmental quality of the community' (be clear & specific)

The project would include the installation of three unique pieces of outdoor musical equipment. The authentic handcrafted, perfectly tuned sound sculptures would improve the appearance of the location they are installed in.

How project meets 'Result in improvement to, or an increase in, recreational areas and programs' (be clear & specific)

The musical equipment will offer a new recreation amenity that is not currently offered in our park inventory. Music and art in the parks was identified as the number two interest in the 2018 parks and recreation comprehensive master plan.

How project meets 'Benefit youth, seniors, low income persons and/or underserved populations' (be clear & specific)

With the musical equipment being located in the Murase Plaza it will be accessible to persons of any age, ethnicity, and socioeconomical background. Playing, practicing, or listening to music improves reading and comprehension, promotes social skills, fosters self expression and relieves stress.

Brief Project Description and Explanation of how the CEP funds will be used, include project start and end dates:

The proposed Murase Music Garden will bring a beautiful ensemble of outdoor musical equipment to the Wilsonville community. Music and art in the parks was identified as a priority in the 2018 Parks and Recreation Comprehensive Master Plan, ranking second of most desired amenities. The Murase Music Garden would allow users of all ages and abilities to be able to experience the health benefits of learning and playing music in this unique garden setting located in the existing Show Garden near the Murase Splash Pad. Studies have shown that playing music increases memory and concentration as well as promoting social skills and relieving stress. The Murase Show Garden was transformed in the spring of 2023 by community members at WERK Day, the City's annual community volunteer day. The show garden consists of four different landscape beds with mass perennial flower plantings that provides blooms from early spring to late fall. Adding these musical components to this space will provide an opportunity to blend music and nature at one of Wilsonville's most cherished parks. This grant request will fund the purchasing of three pieces of musical equipment. An in-kind match will be funded by the Parks operations budget for installation materials, team salaries, and ongoing maintenance. This project would not be attainable without the Metro Community Enhancement Grant funding for the purchase of the equipment. Installation of Wilsonville's Music Garden would begin in July 2024 with the purchase of the musical equipment. Upon equipment arrival, Parks team members would install the pieces in desired locations in the garden. If funded, the project is expected to be completed by the end of December 2024.

Where would the project be located and who owns the property if applicable?

The project will be located at Murase Plaza Park, and it's owned by the City of Wilsonville.

For a project located on private or other public land (property not owned by the City of Wilsonville), written documentation from the landowner that gives the project sponsor and City permission for the project to occur on the land is required. Indicate here if the project is located on private or other public land (property not owned by the City of Wilsonville) and indicate if written permission from the landowner is to be submitted.

The project will be on property owned by the City of Wilsonville.

What impact might the project have on nearby homes and businesses?

The nearest homes are located 500 feet away and would not be impacted from the noise of the equipment. The nearest business is the Wilsonville Library and would not be impacted.

What kind of on-going maintenance needs and costs might be required by the project?

This project would require minimal maintenance over the life span of the musical equipment. Maintenance would be performed by the Parks Maintenance team and be funded by the parks operation budget.

Who will benefit if this project is funded? Estimate how many Wilsonville residents will benefit if this project is funded.

While the Murase Music Garden does not specifically target any demographic or population it will be an amenity that all in the community will be able to enjoy and learn from.

How does the project serve diverse or traditionally underserved populations?

The Muisic Garden will be a place where all members of the community, regardless of background, can enjoy the health benefits of music and nature in one unique location.

Does this project serve a specific cultural or ethnic group in Wilsonville? If so, please specify.

While the Murase Music Garden does not specifically target any cultural group or ethnic population it will be an amenity that all in the community can participate and enjoy.

Project Budget

Upload project budget sheet available at www.ci.wilsonville.or.us/cep [2]

Upload Budget:

[budget_worksheet_17000.xlsx](#) [3]

How were these costs estimated (quotes, catalog, previous projects, etc.)?

These cost were estimated with a quote from Allplay Systems for three unique pieces of equipment.

Is there secure funding for Sponsor's share of the total costs including funding from other public or private agencies and what are the sources of funding?

The funding would be provided through the parks maintenance operations budget with approval on July 2024.

Will the project be completed with the proposed funding or will future funding be necessary?

This project would be completed in full with funding, and no future funding will be needed.

Funds are available for projects after July 1, 2024. Is this project compatible with that timing? How and when might this project be implemented?

If this project is fortunate to be funded, the project will begin in July when the funds are made available. This project is expected to take 6 months.

Project Management

Provide a brief narrative outlining the major tasks and projected time schedule for completing of each task:

Enter into contract for musical equipment – July 2024
Prepare and construct location of equipment – September 2024
Install musical equipment – October/November 2024
Open to the community – December 2024

Describe prior experience managing similar projects. Include prior Community Enhancement Projects:

The Wilsonville Parks Team and Wilsonville – Metro Community Enhancement Grant and Grant Committee have an excellent record of collaborative community focused projects. These past projects continue to be exemplary grant projects that are loved by the community and have even received recognition through state agency awards. Recent successful projects include The Nature Play Area in Memorial Park, The Pollinator Garden in Murase Plaza and The Community Stump Grinding project following the 2021 ice storm.

Does this project require coordination with other public and private organizations? Has the necessary coordination been completed? If yes, please describe.

This project requires no coordination with other parties.

If the project is located on private land, discuss the public benefit of the project and provide landowner permission for the project with this application:

N/A

Do you currently have an active CEP grant?

Yes

If yes, will you be seeking an exception?

Yes, an exception is requested since we have an active grant and the project will not be complete by May 24, 2024.

Project Certifications:

- This project will not promote or inhibit religion in any way.
- This project will not discriminate based on race, ethnicity, age, gender or sexual orientation in any way.

Signature:

Tommy Reeder

Date Signed: Fri 1/5/24

Electronic signature agreement. By selecting the "I Accept" button, you are signing this agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "I Accept" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party

verification will not in any way affect the enforceability of your E-Signature. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement.

I accept: Yes

Source URL: <https://www.ci.wilsonville.or.us/node/127436/submission/61341>

Links

[1] <https://www.ci.wilsonville.or.us/bc-mce/webform/2024-project-nomination-form%E2%80%93community-enhancement-program> [2] <http://www.ci.wilsonville.or.us/cep> [3] https://www.ci.wilsonville.or.us/system/files/webform/budget_worksheet_17000.xlsx

Published on *City of Wilsonville Oregon* (<https://www.ci.wilsonville.or.us>)

[Home](#) > [2024 Project Nomination Form–Community Enhancement Program](#) > [Webform results](#) > Submission #5

Submission information

Form: [2024 Project Nomination Form–Community Enhancement Program](#) [1]
Submitted by Visitor (not verified)
Fri, 01/12/2024 - 12:50pm
143.244.98.165

Applicant Information

Sponsor:

City of Wilsonville

Tax ID#**Contact Person:**

Kerry Rappold

Daytime Phone:

503-570-1570

Email Address:

rappold@ci.wilsonville.or.us

Address:

29799 SW Town Center Loop E

City:

Wilsonville

State:

Oregon

Zip code:

97070

Type of Organization:

A local government, local-government advisory committee, department or special district provided that the agency includes documented support from the local-government executive officer.

Project Information

Project Title:

Wilsonville Field Guide

Amount Requested:

\$ 19,500

Mark all of the goals below which your project meets and explain how in the boxes below

107

- Result in the preservation or enhancement of wildlife, riparian zones, wetlands, forest lands and marine areas, and/or improve the public awareness and the opportunities to enjoy them
- Benefit youth, seniors, low income persons and/or underserved populations

How project meets 'Result in the preservation or enhancement of wildlife, riparian zones, wetlands, forest lands and marine areas, and/or improve the public awareness and the opportunities to enjoy them' (be clear & specific)

The field guide will provide information about Wilsonville's geology, habitats and wildlife, which will inspire the public to explore the community and participate in conserving habitats and supporting local wildlife.

How project meets 'Benefit youth, seniors, low income persons and/or underserved populations' (be clear & specific)

The field guide will reach a broad array of community members, especially within the school system, and focus on place- and nature-based learning opportunities throughout Wilsonville.

Brief Project Description and Explanation of how the CEP funds will be used, include project start and end dates:

The Wilsonville Field Guide will be a 100-125 page print publication that reveals the rich biodiversity, natural heritage, and cultural history of Wilsonville for residents and visitors through engaging essays, maps, photographs, and student artwork. Contributors will include subject matter experts and individuals with local knowledge and expertise. Hard copies of the published field guide will be provided to local libraries, such as the school district, available at various public spaces and events, and possibly sold at retail outlets. The field guide will also be available on the City's web site.

Goals

- Showcase Wilsonville's diverse and unique ecosystems, geology, and geography.
- Highlight critical conservation initiatives protecting and restoring local habitats and wildlife.
- Celebrate indigenous history and pioneer roots through narrative profiles.
- Inspire appreciation and exploration of Wilsonville's outdoors.
- Offer opportunities for place-based learning.
- Encourage economic stimulus through cultural tourism.

A consultant, with experience in publishing books, will manage the project from development through printing. They will manage a team responsible for supplementing content, creative design, layout, editing, and printing. Developing and publishing the field guide will involve the following steps:

1. Content and artwork compiled;
2. Releases secured for contributions;
3. Manuscript editing and proofing completed;
4. Cover design and interior layout developed and finalized;
5. Indexing completed;
6. Final printer files submitted;
7. Print-on-demand set-up and ebook creation; and
8. Print copies published and delivered.

The project will commence on July 1, 2024 and will be completed within one year.

Where would the project be located and who owns the property if applicable?

Not applicable.

For a project located on private or other public land (property not owned by the City of Wilsonville), written documentation from the landowner that gives the project sponsor and City permission for the project to occur on the land is required. Indicate here if the project is located on private or other public land (property not owned by the City of Wilsonville) and indicate if written permission from the landowner is to be submitted.
Not applicable.

What impact might the project have on nearby homes and businesses?
Not applicable.

What kind of on-going maintenance needs and costs might be required by the project?
If more hard copies or future revisions are needed, there will be costs associated with updating and/or printing the field guide.

Who will benefit if this project is funded? Estimate how many Wilsonville residents will benefit if this project is funded.

The project will benefit the entire community because it provides an opportunity to learn about Wilsonville's biodiversity, natural heritage, and cultural history.

How does the project serve diverse or traditionally underserved populations?

The project will reach a broad array of community members, including diverse or traditionally underserved populations.

Does this project serve a specific cultural or ethnic group in Wilsonville? If so, please specify.

No.

Project Budget

Upload project budget sheet available at www.ci.wilsonville.or.us/cep [2]

Upload Budget:

[wv_field_guide_-_project_budget_worksheet.xlsx](#) [3]

How were these costs estimated (quotes, catalog, previous projects, etc.)?

Based on project proposal provided by consultant.

Is there secure funding for Sponsor's share of the total costs including funding from other public or private agencies and what are the sources of funding?

The project is sponsored by the City of Wilsonville.

Will the project be completed with the proposed funding or will future funding be necessary?

The project will be completed with the proposed funding.

Funds are available for projects after July 1, 2024. Is this project compatible with that timing? How and when might this project be implemented?

Yes, the project will start on July 1, 2024.

Project Management

Provide a brief narrative outlining the major tasks and projected time schedule for completing of each task:

See attached proposal from the consultant. The project will be administered by Kerry Rappold Natural Resources Manager.

Describe prior experience managing similar projects. Include prior Community Enhancement Projects:

Kerry Rappold has extensive experience with previous Community Enhancement projects, which have been successfully completed on schedule and within budget.

Does this project require coordination with other public and private organizations? Has the necessary coordination been completed? If yes, please describe.

No.

If the project is located on private land, discuss the public benefit of the project and provide landowner permission for the project with this application:

Not applicable.

Do you currently have an active CEP grant?

Yes

If yes, will you be seeking an exception?

Yes, an exception is requested since we have an active grant and the project will not be complete by May 24, 2024.

Project Certifications:

- This project will not promote or inhibit religion in any way.
- This project will not discriminate based on race, ethnicity, age, gender or sexual orientation in any way.

Signature:

Kerry Rappold

Date Signed: Fri 1/12/24

Electronic signature agreement. By selecting the "I Accept" button, you are signing this agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "I Accept" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement.

I accept: Yes

Source URL: <https://www.ci.wilsonville.or.us/node/127436/submission/61388>

Links

[1] <https://www.ci.wilsonville.or.us/bc-mce/webform/2024-project-nomination-form%E2%80%93community-enhancement-program> [2] <http://www.ci.wilsonville.or.us/cep> [3] https://www.ci.wilsonville.or.us/system/files/webform/wv_field_guide_-_project_budget_worksheet.xlsx

Project Budget				
	CEP	Sponsor	Other #1	Other #2
Personal Services	13,750			
Supplies				
Capital				
Materials	2750			
Other (please explain)	3000			
Licensing, copyright, legal fees, launch event				
Total	19,500	0	0	0

Total Estimated Cost **19,500**
 % of Total Budget provided by
 Sponsor \$



West Linn-Wilsonville School District 3Jt

Administration Building

22210 SW Stafford Rd • Tualatin, OR 97062 • (503) 673-7000 or Fax (503) 673-7001 • www.wlww.k12.or.us

To: Wilsonville-Metro Community Enhancement Program
 From: Amy E. S. Schauer, CREST Director, West Linn-Wilsonville School District
 Date: 12 January 2024
 Re.: Wilsonville Field Guide project

This memorandum pertains to the proposed natural and cultural history Wilsonville Field Guide Project, as described by the City's Natural Resources Department staff. The School District fully supports the proposed project, which integrates well with our teaching standards for science and social studies, and the Guide will be usable with science, social studies, and literacy curricula at primary, middle, and high school grade levels.

As Senegalese scientist Baba Dioum said, "In the end, we will conserve only what we love, we will love only what we understand, and we will understand only what we are taught."^[1] The Wilsonville Field Guide will provide us, as teachers, with a unique, place-based means for students to learn about the rich cultural history of places around the City of Wilsonville, including indigenous history and knowledge, and about the flora, fauna, and geology of the City. Through that learning, we believe that our students and their families will develop a deeper understanding of and appreciation for the diverse ecosystems and rich history of the area in which they live, learn, and work - as well as the science and purpose behind current conservation projects around the City. In addition, the incorporation of student artwork with the writing and work of area experts in the Wilsonville Field Guide fits very well with CREST's goal to place student learning in authentic contexts, and integrate scientific thinking with other disciplines, including reading, writing and art. The District will support the project through CREST staff by facilitating teacher and student engagement with the project.

Director, Center for Research in Environmental Sciences and Technologies (CREST)
 West Linn-Wilsonville School District

1. Dioum, B., 1968. Paper presented at the general assembly of the international union for the conservation of nature and natural resources, New Delhi, Seattle Public Library Archive.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: May 6, 2024		Subject: Resolution No. 3135 Contract with Absco Solutions for a new card access system and security cameras to the SMART Administration Facility. Staff Member: Andy Stone, IT Director Department: Information Technology	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

The award of a contract between the City of Wilsonville and Absco Solutions for the installation of a card access and security camera system at the SMART Administration Facility.

EXECUTIVE SUMMARY:

The City's card access system was originally installed in 2006 during the construction of City Hall and then expanded to all City facilities. This system is reaching the end of its useful life and is creating increasing maintenance requirements for the IT and Facilities staff.

The Public Works Complex and Public Library utilize a new, advanced card access system. The City is looking at utilizing this system throughout the City for increased security and uniformity. The SMART Administration Facility will be the third building that will utilize this system, but all City facilities will be migrated over the next several years.

The card access system, manufactured by Motorola, has significantly more capabilities than the current system. One of the key components is the ability to integrate security cameras. This feature will allow the City to closely tie events recorded by door access to camera footage to help identify incidents.

The project for the SMART Administration Facility replaces the card access on all current doors and will provide lock-down functionality if needed. Current cameras will be incorporated into the system and several new cameras will be added to the facility to enhance security. The new card access system will integrate with the upcoming project to redesign the bus yard at the facility.

EXPECTED RESULTS:

Replacement of the SMART Administration card access system and adding additional cameras for enhanced security.

TIMELINE:

Equipment will be ordered, and the upgrade will be scheduled for May or June of 2024.

CURRENT YEAR BUDGET IMPACTS:

This project is in the fiscal year 2023-2024 budget in CIP 8129. The contract is set at \$136,085.

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

N/A

ALTERNATIVES:

Continue with the current card access system that has significant maintenance issues and lacks the versatility to address current needs.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3135
 - A. Contract

RESOLUTION NO. 3135**A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ABSCO SOLUTIONS FOR UPDATING CARD ACCESS AND SECURITY CAMERAS AT THE SMART ADMINISTRATION FACILITY.**

WHEREAS, the City utilizes a card access system to manage physical door security; and

WHEREAS, the City learned that the current card access system is nearing the end of its useful life; and

WHEREAS, the City has decided to standardize on the card access technology utilized at the Public Works Complex; and

WHEREAS, the City has planned and budgeted for the new card access software; and

WHEREAS, Absco Solutions and the City of Wilsonville have negotiated a contract covering the purchase utilizing the OETC-19I competitive contract and implementation of the new system at the SMART Administration Facility.

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

1. 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 contract with Absco Solutions for a stated value of \$135,085.00 which contract must be substantially similar to Exhibit A attached hereto and incorporated herein.
2. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of May 2024, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Contract

**CITY OF WILSONVILLE
COOPERATIVE PURCHASE
GOODS AND SERVICES CONTRACT**

This Cooperative Procurement Goods and Services Contract (“Contract”) for the SMART Admin Card Access and Camera Upgrade Project (“Project”) is made and entered into on this ____ day of _____ 2024 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Absco Alarms, Incorporated**, a Washington corporation, doing business as **Absco Solutions** (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: the OETC-19I Invitation to Bid on Physical Security Products and Services, dated March 26, 2019, and Contractor’s bid submitted in response thereto; the OETC Volume Price Agreement between the Organization for Educational Technology and Curriculum and Absco Alarms, Inc., dba Absco Solutions, dated September 30, 2019, and all attachments thereto, and subsequent Contract Renewal, dated September 30, 2022 (the “OETC Contract”); the 2017 City of Wilsonville Public Works Standards; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Any conflict between this Contract and the OETC Contract shall be resolved in favor of this Contract. This Contract, the attached exhibits, and the OETC Contract shall be collectively referred to as the “Contract Documents.” All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of

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

Section 2. Scope of Work

Contractor will provide, install, and integrate a new Avigilon Access Control System platform and a new Avigilon Video Surveillance System, as more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein (the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

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 September 30, 2024, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 4. Contract Sum/Project Scope

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor the fixed price of ONE HUNDRED THIRTY-SIX THOUSAND EIGHTY-FIVE DOLLARS (\$136,085) 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.

4.2. Contractor’s Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, 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).

4.3. Contractor will be paid for Work upon completion of the Work 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 Contractor as promptly as is reasonably possible.

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 January 5, 2024, 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).

Section 6. City's Project Manager

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

Section 7. Contractor's Project Manager

Contractor's Project Manager is David Teal. 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 8. Subcontractors and Assignments

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

Section 9. Contractor is Independent Contractor

Except as otherwise mandated by state law, 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. 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.

Section 10. Contractor's Responsibilities

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

10.2. Contractor must comply with all applicable Oregon and federal wage and hour laws. 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, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

10.4. 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.

10.5. 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.

10.6. 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.

10.7. 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:

10.7.1. 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

10.7.2. 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

10.7.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

10.8. 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.

10.9. The hourly rate of wage to be paid by any Contractor 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.

10.10. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

10.11. In the performance of this Contract, Contractor shall 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 Contract, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, 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 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.

10.12. 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 suppliers.

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

Section 11. Insurance

11.1. 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:

11.1.1. 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.

11.1.2. 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.

11.1.3. 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**.

11.1.4. 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.

11.1.5. 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.

11.1.6. 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.

11.1.7. 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.

11.2. 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 12. Bonding Requirements

12.1. 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.

12.2. 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).

12.3. 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 13. Warranty

13.1. 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.

13.2. Contractor warrants to the City that any materials and equipment furnished under this Contract will be new and of good quality, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of this Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

Section 14. 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.

Section 15. 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: Andy Stone, Information Technology Director
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Contractor: Absco Alarms, Incorporated,
 dba Absco Solutions
 Attn: David Teal
 27350 SW 95th Avenue, Suite 3028
 Wilsonville, OR 97070

Section 16. Miscellaneous Provisions

16.1. 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.

16.2. 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.

16.3. 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.

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

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

16.6. 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.

16.7. 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.

16.8. 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:

CITY:

ABSCO ALARMS, INCORPORATED,
dba Absco Solutions

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

Stephanie Davidson, Assistant City Attorney
City of Wilsonville, Oregon

EXHIBIT A SCOPE OF WORK

Wilsonville – SMART Admin Building SMART Access Control & Video Surveillance

OVERVIEW

Migrate existing access control system to new Avigilon Access Control System platform and integrate a new Avigilon Video Surveillance system.

SCOPE OF WORK

Contractor will:

1. Provide and install an Avigilon Access Control System and Avigilon Video Surveillance System for the City's SMART Admin Building.
2. Price includes wire/cable for new devices only, device trim/termination, programming, and inspection.
3. All raceway, including but not limited to, back boxes, junction boxes, and conduit is to be provided by others.
4. Pricing assumes all existing access control door hardware, and access control wire, are to be reused on existing access control doors.
5. If door hardware or wire is found damages or unsuitable, Contractor will issue a change order for replacement equipment/wire and labor to install.
6. Price assumes all existing video surveillance cable is in working condition. If cable is found damages or unsuitable, Contractor will issue a change order for replacement cable and labor to repair or run new cable.

SCOPE OF WORK - SMART LOCATION - ACCESS CONTROL (1 GATE with 2 READERS, 18 DOORS)
Total = 20 CARD READERS

Existing Access Control system: (17) seventeen doors

-(3) 8-door access control panels will be installed in the IDF Room

With

-(3) 8-door enclosure with power supply,

-(1) LP1502,

-(8) MR52 boards.

-(17) Signo 40 readers (to replace existing readers).

-(1) Avigilon ACM 16 pack Enterprise Licenses (the 17th reader license is to be provided by the City.)

The City is to provide server for ACM. Licensing is to be added to existing City server.

SCOPE OF WORK - SMART LOCATION - VIDEO SURVEILLANCE (5) NEW CAMERAS, along with the (6) EXISTING in the SMART building.

- (1) Avigilon VMA NVR
- (11) ACC7 Enterprise camera licenses

Building Exterior-[5 CAM]

- (1) Video/Intercom Camera (to the provided for front entrance).
- (3) 270 Avigilon Multi-Sensor Camera (mounted to each corner).
- (1) Avigilon Outdoor IR Dome Camera.

INCLUSIONS

- Price includes a payment and performance bond required for this Project.
- Price includes the provision and installation of all boxes and wire for new device locations provided by Contractor. All existing location device cabling is to be existing and in good working order.
- Price includes 4 hours of training of the end user on site. Additional training is to be on time and material basis.
- Price includes providing the listed equipment only. Any additional equipment is to be on a time and material basis.
- Price includes providing the listed labor only. Any additional labor is to be on a time and material basis.
- Low voltage permits applicable to this Scope are included.
- Estimated shipping costs are included.
- Price includes the development of one set of shop drawings. Any additional drawings or requests to change drawings will require a quote for time and material.
- Price includes start up and test of the listed devices provided by Contractor to ensure functionality of the system as proposed.
- Price includes the termination and programming of the control panel(s). Prior to termination of the control panel(s) all wire must be labeled per Contractor's design drawings. All circuits must be complete and free of grounds, shorts, and metered for end of line resistor (if applicable). To complete circuit, all circuit splices must be made within NEC standards (minimum six inches of cable length).
- Price includes the termination of all field devices listed in this Scope. Any cabling splices required to bring the circuit to the device location must be completed by others prior to device termination by Contractor onsite.

EXCLUSIONS

- Underground, overhead and/or any other cabling, as well as media translators between buildings, is to be provided by others and is not included.
- All existing equipment will be removed by Contractor and left with the City for disposal. Disposal of any refuse and/or the recycling of any equipment removed by Contractor is not included.
- Door hardware (strikes, latches, electronic hinges, or any other hardware) is to be provided and installed by others and is not included. Terminations to door hardware provided by others are not covered by this exclusion, unless specifically referenced as an exclusion in the terms.
- Price does not include any equipment, wiring, terminations, or configuration for any ADA or automatic entry systems integration. If it's determined that any integration is required for any doors, a change order may be required for the additional scope of work.
- 120 VAC for power to be existing or provided by others. 120 VAC connection to be terminated and permitted by others as required.

- Price does not include the provision or installation of pathway, raceway, conduit, or junction/back boxes of any kind.
- Contractor does not warrant any City-provided equipment or cabling. Additional labor required to troubleshoot, repair, or correct faulty equipment or wiring will be billed as a separate invoice.
- Proprietary door hardware power supplies are to be provided and installed by others and are not included. This includes, but is not limited to door hardware that has an inrush or current draw above .3 Amps.
- LAN connections to be existing or provided by others. LAN connection to be located at the head-end location, labeled, connectors in place, and tested prior to Contractor installation.
- Price is based on all required network switches, including any required Power Over Ethernet (POE) switches, to be existing or provided by others. All network switch locations are to be existing.
- Patching and painting are to be performed by others and are not included.
- Price is based on patch panels being provided and installed by others.
- Contractor is not providing the server. The server is to be provided in working order by the City. Contractor will require administrative permissions to load any associated software.
- The City to provide computers designated for client stations. Client stations will be in working condition, joined to the same domain as the server, include an appropriate and compatible monitor(s), and meet minimum performance criteria as listed by the manufacturer.
- Uninterruptable Power Supplies (UPS) are not included.

LIMITATIONS

- Basic system function and connectivity testing to be performed at time of installation. Additional time or trips required to perform this testing will be performed on a time and material basis.
- The design and permitting process requires the use of AutoCAD files. Architectural backgrounds are required to be provided in digital format (dwg file). If backgrounds are not provided in digital format a change order will be produced to generate such a file.
- If credentials that are provided by others are identified as incompatible, a quote for time and material shall be provided.
- The City is responsible for providing the access control server that the software will reside on and responsible for assisting Contractor personnel to gain access to the servers and in loading the software including any administrative permissions needed.
- All existing door position switches, electronic locking hardware, request for exit devices, etc. are required to be functional and meeting Contractor minimum engineering standards. Any device not meeting those requirements will have a quote for time and material presented to satisfy those standards.
- The City will make Contractor aware of any areas containing hazardous or potentially harmful materials or environments in the area where the work is to be performed.
- Network Administrator to supply Contractor with local administrator logon account and password for installation. Logon account and password to be valid for 30 days after the completion of the installation for the purpose of troubleshooting.
- Contractor will be installing IP Network devices as part of this Project. If unrestricted access is granted to these network devices from the internet or other unsecured networks, there is the potential for these devices to be exploited by bad actors on the unsecured network. It is the City's responsibility to protect these network devices from unsecured networks through the use of firewalls.
- All work to be performed during Contractor normal working hours of 7:00 AM - 5:00 PM, Monday through Friday (excluding holidays). Any labor required outside of these hours will be billed as a separate change order.
- Price is based on the Project being done on a contiguous time frame. If the Project is broken up into multiple phases, additional time may be required and it may result in a time and material change order.
- Awarded projects may be subject to labor rate increases under State Department of Labor Prevailing Wage regulations if work is performed 180 days past the project bid date of record.

WARRANTY

The warranty on the listed equipment and labor shall be void if a person or firm other than Contractor or a subcontractor authorized by Contractor performs any work identified within this Scope of Work.

All equipment provided by Contractor has a warranty of one year from the date of invoice. THIS WARRANTY EXCLUDES ALL COVERAGE FOR CONSEQUENTIAL DAMAGES AND IS GIVEN IN LIEU OF IMPLIED WARRANTIES OF FITNESS, HABITABILITY, OR MERCHANTABILITY OR OTHERWISE PROVIDED UNDER THE LAWS OF WASHINGTON.

EQUIPMENT SCHEDULE**Emergency Lockdown**

Qty	Model Number	Manufacturer	Description
5	IAVSLM12W	Space Age	IAV STEADY LAMP 12 VDC WHITE
1	SS2301LD-EN	STI	Multipurpose lockdown push button, white, twist to reset-No shield
2	442385	Windy City Wire	18/4 unshielded CMP PLenum rated - Purple stripe

SMART - Credentials

Qty	Model Number	Manufacturer	Description
100	AC-HID-CARD- SEOS-5006PGGMN	Avigilon	ICLASS SEOS Smart Card 8 KB, F-Gloss, B-Gloss, ICLASS#, No Slot, Lam, Min Order 100 (HID Part #: 5006PGGMN)

SMART - Access Control Headend

Qty	Model Number	Manufacturer	Description
3	AC-LSP-8DR-MER-LCK	Avigilon	(8) Door Dual Voltage Enclosure, Lock Power included
1	AC-MER-CONT-LP1502	Avigilon	Intelligent Controller with 2 doors
8	AC-MER-CON- MR52-S3B	Avigilon	MR52-S3B Controller Serial I/O Dual Card Reader Interface; 2-Reader Interface Module
6	NP7-12	Yuasa	Battery, 7 Ah, 12 volt
1	AC-SW-LIC- 16RCU-6-P	Avigilon	Access control manager 6

SMART - Access Control-Existing AC Doors w/ADA

Qty	Model Number	Manufacturer	Description
2	CX-33	Camden	Advanced logic relay, board only
2	Labor		ADA Integration
2	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	Card Reader, Single Gang

SMART - Access Control-Existing Doors

Qty	Model Number	Manufacturer	Description
17	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	Card Reader, Single Gang

SMART - Video Surveillance-Cable

Qty	Model Number	Manufacturer	Description
2	556600-S	Windy City Wire	CAT6 Plenum - White jacket

SMART - Video Surveillance-Headend/Licensing

Qty	Model Number	Manufacturer	Description
1	VMA-AS3X-16P12- NA	Avigilon	
11	ACC7-ENT	Avigilon	ACC 7 Enterprise Edition camera license
11	ACC-ENT-SMART-1YR	Avigilon	ACC Enterprise Smart Plan; 1 year
1	VMA-AS3-ANK	Avigilon	Analytics Kit for Appearance Search and Face Recognition, AS3-16P or AS3-24P

SMART - Video Surveillance- Exterior Additions

Qty	Model Number	Manufacturer	Description
3	24C-H5A-3MH	Avigilon	3X8MP H5A Multisensor Camera
3	WLMT-1001	Avigilon	Pendant wall arm adapter
3	H5AMH-AD-PEND1	Avigilon	Outdoor pendant mount adapter.
3	H4AMH-AD-IRIL1	Avigilon	IR Illuminator ring
3	H5AMH-DO- COVR1	Avigilon	Dome bubble and cover; for outdoor surface mount or pendant mount; clear.

3	CRNMT-1001	Avigilon	Corner Mount for large pendant wall mount WLMT-1001
3	POE-INJ2-95W-NA	Avigilon	Single Port POE Injector Gigabit, 90W
2	3.0C-H4VI-RO1-IR	Avigilon	3.0 MP, H4 Video Intercom
2	H4VI-MT-SURF1	Avigilon	Surface mount adapter for H4 Video Intercom
2	H4VI-AC-RELY1	Avigilon	Safety Relay for H4 Video Intercom.
1	6.0C-H6A-DO1-IR	Avigilon	

Other Equipment

Qty	Model Number	Manufacturer	Description
1	Prep, Clean		Daily morning startup, cleanup and end of day documentation and reporting

25878-5 SMART Access Control & Video Surveillance				
Equipment				
Model #	Description	Unit Price	QTY	Subtotal
AC-LSP-8DR-MER-LCK	Eight Door Mercury Dual Voltage Enclosure supporting a	825.44	3.00	2,476.32
AC-MER-CONT-LP1502	Intelligent Controller, Linux Based with 2 doors, 8 inputs	1,349.78	1.00	1,349.78
CX-33	Advanced logic relay, board only	116.99	2.00	233.98
24C-H5A-3MH	3X8MP; WDR; 270 degree max field of view; Lightcatcher	2,306.37	3.00	6,919.11
AC-MER-CON-MR52-S3	MR52-S3B Controller Serial I/O Dual Card Reader Interf	766.38	8.00	6,131.04
LOT	ADA Integration	0.00	2.00	0.00
WLMT-1001	Wall Mount for large pendant camera	105.55	3.00	316.65
H5AMH-AD-PEND1	Outdoor pendant mount adapter. For use with the Avigilon	173.37	3.00	520.11
NP7-12	Battery, 7 Ah, 12 volt	41.99	6.00	251.94
H4AMH-AD-IRIL1	Optional IR Illuminator ring, up to 30m(100ft) for use with	338.78	3.00	1,016.34
AC-SW-LIC-16RCU-6-P	Access Control Manager 6 16 Reader Count Software L	1,026.60	1.00	1,026.60
H5AMH-DO-COVR1	Dome bubble and cover; for outdoor surface mount or p	173.37	3.00	520.11
CRNMT-1001	Corner Mount for large pendant wall mount WLMT-1001	95.87	3.00	287.61
POE-INJ2-95W-NA	Single Port POE Injector Gigabit, 90W, NA power cord, f	410.65	3.00	1,231.95
LOT	Daily morning startup, cleanup and end of day document	0.00	1.00	0.00
AC-HID-READER-SIGN	Signo40; Wall mount; 13.56MHz; OSDP/Wiegand; Pigta	343.61	2.00	687.22
AC-HID-CARD-SEOS-50	COMPOSITE ICLASS SEOS CONTACTLESS SMART	5.09	100.00	509.00
3.0C-H4VI-RO1-IR	3.0 MP, H4 Video Intercom, WDR, LightCatcher, Day/Ni	1,180.61	2.00	2,361.22
VMA-AS3X-16P12-NA	VMA-AS3X-16P12-NA	6,159.71	1.00	6,159.71
ACC7-ENT	ACC 7 Enterprise Edition camera license	275.36	11.00	3,028.96
ACC-ENT-SMART-1YR	ACC Enterprise Smart Plan; 1 year	27.93	11.00	307.23
VMA-AS3-ANK	Analytics Kit for Appearance Search and Face Recognit	1,006.09	1.00	1,006.09
556600-S	CAT6 Plenum 23/4 pair, non shielded, white jacket	441.00	2.00	882.00
AC-HID-READER-SIGN	Signo40; Wall mount; 13.56MHz; OSDP/Wiegand; Pigta	343.61	17.00	5,841.37
IAVSLM12W	IAV STEADY LAMP 12 VDC WHITE	56.63	5.00	283.15
SS2301LD-EN	Multipurpose lockdown push button, white, twist to reset	119.20	1.00	119.20
442385	18/4 unshielded CMP PLenum rated - Purple stripe	725.00	2.00	1,450.00
H4VI-MT-SURF1	Surface mount adapter for H4 Video Intercom	230.99	2.00	461.98
H4VI-AC-RELY1	Safety Relay for H4 Video Intercom.	123.20	2.00	246.40
6.0C-H6A-DO1-IR	6MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Le	1,400.13	1.00	1,400.13
			Total:	47,025.20
Labor				
Description	Hourly Rate	Hours	Subtotal	
Labor - Prewire	165.00	119.00	19,635.00	
Labor - Trim Field Devices	165.00	125.00	20,625.00	
Labor - Head End Termination	165.00	43.00	7,095.00	
Labor - Program	165.00	24.50	4,042.50	
Labor - Inspection	165.00	20.50	3,382.50	
Labor - Project Management	180.00	36.00	6,480.00	
Labor - Training	160.00	6.00	960.00	
Labor - Travel	155.00	20.00	3,100.00	
Labor - Close Out	165.00	8.00	1,320.00	
			Total:	66,640.00
Subcontract				
Subcontractor	Scope	Subcontract Cost	Mark Up	Subtotal
			Total:	0.00
Other				
Description	Calculation	Cost	Markup	Subtotal
Lift		1,200.00	180.00	1,380.00
Prevailing Wage Filing F		85.00	12.75	97.75
Payment & Performance		8,000.00	1,500.00	9,200.00
			Total:	10,677.75
Category				Amount
EQUIPMENT				\$47,025.20
LABOR				\$66,640.00
SUBCONTRACT				\$0.00
OTHER				\$12,977.75
MATERIALS				\$1,150.00
DESIGN, DRAWINGS, SUBMITTALS				\$6,150.00
PERMITS				\$230.00
SHIPPING AND HANDLING				\$811.19
Project deployment, start up, daily check out.				\$3,400.86
			Total:	\$136,085.00



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: May 6, 2024		Subject: Resolution No. 3136 Intergovernmental Agreement (IGA) with Clackamas County regarding Fiber Connections to City Reservoirs	
		Staff Member: Andy Stone, IT Director	
		Department: Information Technology	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Consideration of an Intergovernmental Agreement between Clackamas County and the City of Wilsonville for the construction of fiber infrastructure to Elligsen Road and C Level reservoir sites.

EXECUTIVE SUMMARY:

The City of Wilsonville is looking to partner with Clackamas County to bring fiber connections to City reservoirs located at Elligsen Road and SW 82nd Avenue, referred to as the C Level reservoir. The fiber connection will allow the City to meet increasing security requirements for water infrastructure, set forth by the federal government, including secure site access and security cameras.

The Elligsen and C Level reservoir sites are located in areas that are a great distance from our existing fiber infrastructure, forcing communication to occur via radio or cell connections. The cost to build from existing City fiber assets to these sites is cost prohibitive, estimated to be around \$800,000. Clackamas Broadband Exchange (CBX) has assets near the reservoirs and is willing to build new connections to these remote sites. The City currently works cooperatively with CBX on several fiber projects.

The City will fund the build of the two sites at a cost of \$224,900. CBX will construct and maintain the infrastructure moving forward. Once constructed the City will lease fiber pairs from the CBX network to transport data back to the City network for telemetry and security purposes. This will cost \$255.00 per month per connection. The total number of connections needed will be determined and budgeted by the Utilities department.

EXPECTED RESULTS:

This project will bring fiber to the Elligsen and Level C reservoir sites. New security measures can be implemented at these sites using the new communication method.

TIMELINE:

Based on the project schedule, construction will begin in June of 2024 with estimated completion by the fall of 2024.

CURRENT YEAR BUDGET IMPACTS:

Funding for this project is part of CIP 8093 within the fiscal year 2023 -2024 budget.

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The project will provide cost effective network access to two remote reservoir sites that will allow the City to meet security requirements set forth by the federal government.

ALTERNATIVES:

Continue to rely on cell and radio communication methods which would prohibit the use of security cameras and card access systems at the reservoir sites.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3136
 - A. Contract
 - B. Map

RESOLUTION NO. 3136

A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY TO BUILD FIBER INFRASTRUCTURE TO THE ELLIGSEN AND C LEVEL RESERVOIRS.

WHEREAS, in 2017, the City of Wilsonville (“City”) developed a Fiber Business Plan and Feasibility Study (“Plan”); and

WHEREAS, the Plan identified certain fiber connectivity projects to enhance the City’s fiber network, including fiber connections at City water reservoirs; and

WHEREAS, Clackamas County (“County”) desires to provide construction and maintenance services to create and maintain the fiber connections at two City reservoirs, which services are set forth in the Fiber Optic Service Level Agreement attached hereto as Exhibit A, and which fiber network connections are identified in the map attached hereto as Exhibit B.

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

1. The City Council authorizes the City Manager to enter into a fiber optic service level agreement substantially similar to Exhibit A attached hereto. The fiber optic network extensions that will be provided by County to City are generally outlined in the map attached hereto as Exhibit B.
2. The resolution becomes effective upon the date of adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of May 2024, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Contract

B. Map

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

City of Wilsonville
(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to City of Wilsonville (Customer) the services set forth in this Agreement (the “Services”), between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables, at each Customer site on a path designated by the County.

3. Service Description

Services provided to Customer by County are physical connectivity of one (or more) strands of optical fiber (“Fiber”), between sites specifically identified in Appendix A for the exclusive use of the Customer’s internal communication needs. Each site listed in Appendix A will have a single mode fiber termination. The Fiber is and shall remain property of the County.

4. Construction and Installation Requirements

- a. County, when installing Fiber on the real property owned by Customer (“Site”), shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each Site to the demarcation point for service. Customer shall provide a path for the Fiber from the point of entry into the Site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall

provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Fiber used to provision the service within each Site.

- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its Sites for necessary equipment, as determined by the County in its sole discretion.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable written notice, to have ingress and egress into and out of Customer properties and buildings in connection with the provision of Service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the Fiber in areas of the Site that do not contain hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to any additional equipment that may be required, shall be paid by Customer.
- g. County has no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate fiber patch panel ("hand-off's") at each location for Customer utilization. Test results for physical connection will be made available to Customer upon request.

5. **Term of Agreement**

This Agreement is effective upon execution by both parties. At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use. Unless terminated as herein provided, this Agreement shall continue for a period of five (5) years.

6. **Rates**

In return for County providing the Services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for Services described in Appendix A, as amended from time to time.

7. **Payment**

a. **Payments for Nonrecurring Charges**

For payment of nonrecurring charges described in Appendix A, County shall provide an invoice after completion of the construction and installation of the Fiber. Customer shall pay the invoice for the nonrecurring charges within thirty (30) days of receipt of the invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. Failure of Customer to pay within thirty (30) days of receipt of an invoice shall constitute an event of default and County may pursue any remedies provided in this Agreement including, but not limited to, terminating the Agreement upon appropriate advance written notice to Customer.

b. Annual Payments for Recurring Charges

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to disconnect the affected Service upon thirty (30) days written notice to Customer.

Recurring charges may be subject to annual increase, as set forth in Appendix A.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing commercially reasonable practices in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County Fiber shall be treated by County as confidential information, to the extent allowable by law. Customer expressly acknowledges and agrees that County's confidentiality obligations under this Agreement are subject to, and only enforceable to the extent permitted by, the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by the negligent acts or omissions of County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by the negligent acts or omissions of Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligent acts or omissions of Customer, its affiliates, employees, agents, contractors or customers. As used herein, "Costs" includes the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. No Special Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR

PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation or Change in Law

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if County or Customer fails to receive expenditure authority sufficient to allow the County or Customer, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that County or Customer is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

County and Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes"), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or

against County and passed through to Customer.

19. Termination

- a. Either party may terminate this Agreement for convenience following 90 days' written notice to the other party.
- b. Pursuant to Section 20 of this Agreement, either party may terminate this Agreement in the event of default of the Agreement by the other party. Neither the County nor the Customer shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- c. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement; or
 - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Remedies

If this Agreement is terminated by the County due to a breach by the Customer, then the County shall have any remedy available to it in law or equity. If this Agreement is terminated for any other reason, Customer's sole remedy is reimbursement of the pro rata amounts paid to County on the unexpired term of this Agreement, less any setoff to which the County is entitled.

22. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

23. No recourse Against County

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any

part thereof is determined to be invalid.

24. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by electronic mail as follows:

Notice to the County

Manager, Clackamas Broadband eXchange
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
ddexter@clackamas.us
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
cbxinfo@co.clackamas.or.us
Fax Number: (503) 655-8255

Notice to the Customer

IT Director
Andy Stone
29799 SE Town Center Loop E
Wilsonville, OR 97070
503-936-8864
astone@ci.wilsonville.or.us

Either Party, by similar written notice, may change the address to which notices shall be sent.

25. Debt Limitations

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and County's performance is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

26. No Attorney Fees

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each

shall bear the costs of its own legal counsel.

27. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Customer that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

28. Survival

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 9, 12, 14, 21, 23, 25, 26, 27, 28, and 30, and all other rights and obligations which by their context are intended to survive.

29. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

30. Whole Contract

THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

City of Wilsonville
(Customer Name)

By (signature): _____

Name (print): _____

Title: _____

Date: _____

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	Wilsonville City Hall 29799 SW Town Center Loop E Wilsonville, OR 97070	Water Towers on SW Elligsen Rd	One Pair (two) dark fibers	\$255.00
2	Wilsonville City Hall 29799 SW Town Center Loop E Wilsonville, OR 97070	Water Towers on SW 82 nd Ave	One Pair (two) dark fibers	\$255.00

5. Nonrecurring Charges

From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1 Wilsonville City Hall 29799 SW Town Center Loop E Wilsonville, OR 97070	Water Towers on SW Elligsen Rd	Construction	\$38,700.00
2 Wilsonville City Hall 29799 SW Town Center Loop E Wilsonville, OR 97070	Water Towers on SW 82 nd Ave	Construction	\$186,200.00

6. **Late Payment Interest**

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. **Annual Consumer Price Index (CPI) Adjustments**

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

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APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. “Routine Maintenance” is all preventive maintenance activities and repairs.
- b. “Non-Routine Maintenance” is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County’s NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM’s remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer’s personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County’s technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
 - b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
 - c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
 - d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
 - e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.
5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

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APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

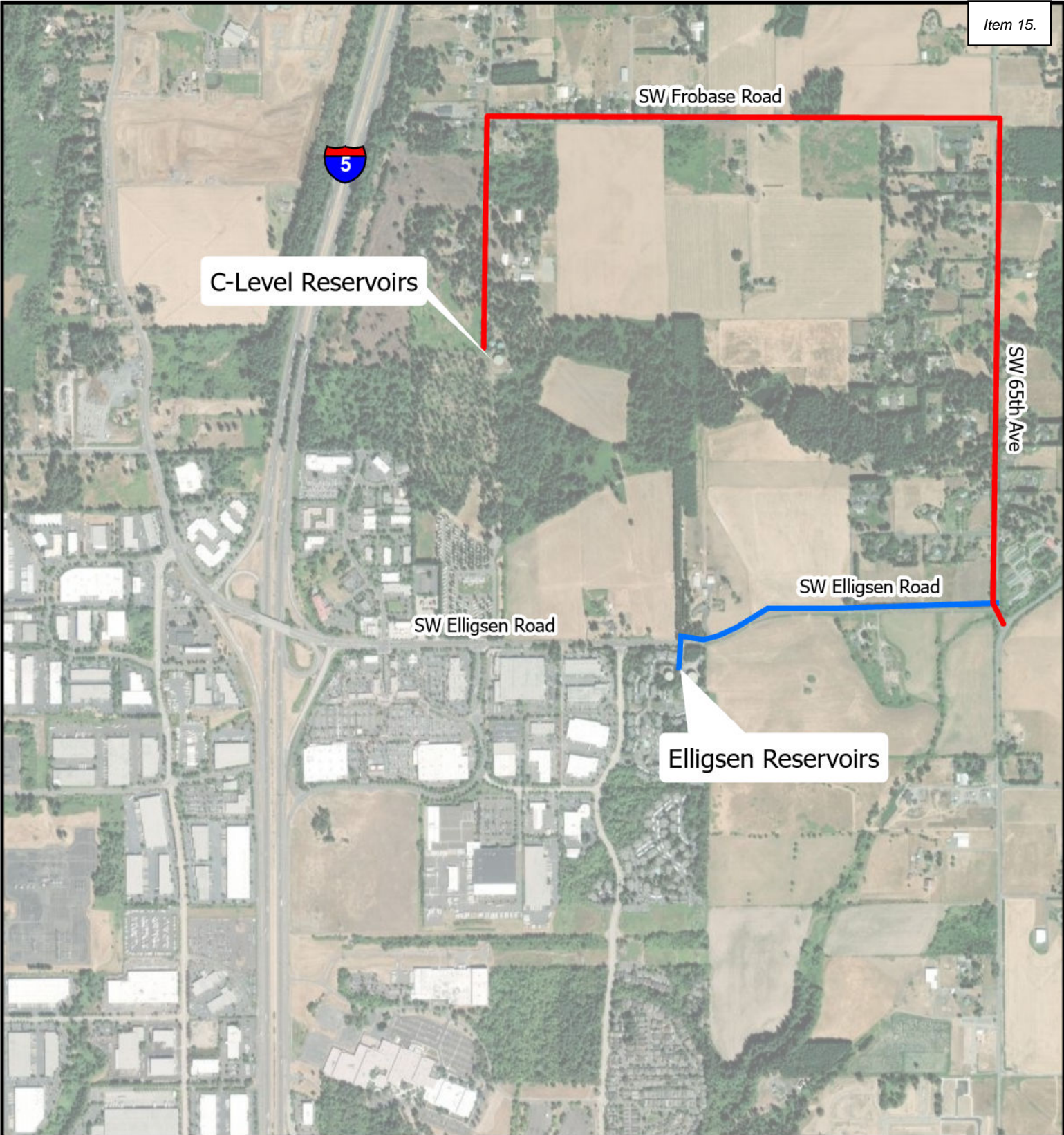
A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

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The City of Wilsonville, Oregon
 Clackamas and Washington Counties

**Wilsonville Fiber Optic Network
 Extension Project**

-  Elligsen Reservoirs to 65th
-  65th to C Level Reservoir



4/11/2024





**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: May 6, 2024		Subject: Resolution No. 3137 Authorizing Acquisition of Property and Property Interests Related to Construction of the I-5 Pedestrian Bridge Project (CIP #4202). Staff Member: Zach Weigel, P.E. City Engineer Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt Resolution No. 3137.			
Recommended Language for Motion: I move to adopt Resolution No. 3137.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Protect and Preserve Wilsonville’s Environment	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan – Project BW-09	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A City of Wilsonville resolution authorizing acquisition of properties and property interests associated with the I-5 Pedestrian Bridge project.

EXECUTIVE SUMMARY:

The I-5 Pedestrian Bridge (Project) is a planned bridge crossing of Interstate 5 (I-5), directly linking the Wilsonville Transit Center and nearby employment areas and neighborhoods, including Villebois, to Wilsonville’s Town Center commercial district and adjacent hi-tech employment centers and multi-family housing. Identified as a high priority transportation project in the Wilsonville Transportation System Plan and one of five key framework projects of the Town Center Master Plan, the bridge will provide a safe pedestrian and bike crossing of I-5 separated from vehicular traffic. The bridge also includes a Gateway Plaza, a community gathering space identified as a community priority as part of the Town Center Master Plan, at the east bridge landing.

In 2017, the City was awarded a Metropolitan Transportation Improvement Program (MTIP) Regional Flexible Funds Allocation (RFFA) grant from Metro for the design of the I-5 Pedestrian Bridge project. Prior to design work beginning, the City secured property in the Town Center to accommodate the eastern bridge landing and gateway plaza by purchasing Wilsonville Town Center Lot 1 (Pad A) in November 2018 (Resolution No. 2716). Following the eastern property acquisition, design of the Project began in January 2020 and was substantially completed in December 2021. Since that time, the City has been coordinating with Portland General Electric regarding undergrounding of overhead utilities along the Boones Ferry Road project limits and identification of needed utility easements.

Now that the underground utility property acquisition needs have been identified, the City is ready to move forward with property acquisition to accommodate the western bridge landing, trail construction, and utility relocation. No additional property acquisition is needed on the east side of the project within Town Center.

The project team has identified portions of three properties on the west side of I-5, along Boones Ferry Road, that are necessary to acquire to construct the Project, including Right-of-Way (ROW), Bridge and Wall Maintenance Easement (B&WME), Slope and Public Utility Easement (PUE), and Temporary Construction Easement (TCE), as summarized below.

Table 1 – I-5 Pedestrian Bridge Property Acquisition

Parcel #	Owner	Tax Map and Lot	Acquisition Type	Approx. Area
1	MMI Peyton Lane, LLC	3 1 W 14D 01911	ROW	1,879 s.f.
			Slope & PUE	3,764 s.f.
			TCE	2,920 s.f.
2	29555 SW Boones Ferry Road Company, LLC	3 1 W 14D 01903	ROW	22,428 s.f.
			B&WME	15,485 s.f.
			Slope & PUE	5,250 s.f.
			TCE	50,704 s.f.
3	ADD, LLC	3 1 W 14D 01800	TCE	3,150 s.f.

Authorization by City Council is necessary to proceed with acquisition activities in accordance with Oregon Revised Statutes (ORS) Chapter 35.

Detailed legal descriptions for the portion of properties to be acquired along with an illustrative map are including as **Exhibit A to Resolution No. 3137**. The legal descriptions are the best estimate of the area to be acquired based on the most current design plans and reflect the least amount of property necessary to construct the Project. Although considered reasonably accurate at this time, minor modifications to the legal descriptions may need to occur as Project design details are finalized and differing site conditions are encountered. These modifications, when necessary, will be verified and approved by the City Engineer.

EXPECTED RESULTS:

Resolution No. 3137 provides the authority needed for the City to proceed with acquisition activities in accordance with ORS Chapter 35 and will help make the project “construction ready” and in a more favorable position to compete with available construction grant funding.

TIMELINE:

Upon adoption of Resolution No. 3137, the project team will first provide notice to impacted property owners before the formal property acquisition process begins. Over the next six months, the project team will work with a qualified property assessor to value the portions of property to be acquired and a right-of-way agent to work with property owners to agree upon compensation.

CURRENT YEAR BUDGET IMPACTS:

The amended Fiscal Year 2023-2024 budget includes \$5,166,336 in transportation system development charges (SDC) for property acquisition, construction grant match, contract administration, and overhead for the I-5 Pedestrian Bridge project, Capital Improvement Project (CIP) No. 4202.

COMMUNITY INVOLVEMENT PROCESS:

The pedestrian and bikeway bridge was identified as a high priority project through the last update to the Wilsonville Transportation System Plan, which included an extensive community involvement process. Likewise, the RFFA grant process included a public review and comment period in which the project garnered positive feedback from the community. The Town Center Plan included a robust and inclusive public outreach process where the Bridge Project was identified as a key framework project through extensive community support.

The Town Center community engagement continued into the Project design, tailored to reach as broad an audience as possible and to gather a variety of perspectives in the community. The public feedback was incorporated in the Project, helping to shape and inform the Bridge and Gateway Plaza design. Outreach opportunities included a public kickoff event, in-person and online open houses, online surveys, stakeholder interviews, and pop-up information displays. In addition, the project team met with property owners and businesses along Boones Ferry Road on a regular basis, incorporating feedback and addressing concerns through Project design.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Bridge Project will provide a safe bike and pedestrian crossing of I-5 that is separated from vehicular traffic with direct access to essential services in the Wilsonville Town Center, the Wilsonville Transit Center, employment areas, and educational resources. The bridge will serve all populations within and around the project area and will help the Town Center become a more vibrant, pedestrian and transit-supportive mixed-use district. Public art and environmental features integrated into the Bridge Project and plaza will help to create an attractive and accessible place for visitors and residents of all ages to shop, eat, live, work, learn, and play. The bridge and plaza investment will exemplify the City's commitment to realizing the community's vision for Town Center and serve as an incentive for private investment.

ALTERNATIVES:

Resolution No. 3137 is necessary to acquire right-of-way, as well as temporary construction, public utility, wall and bridge maintenance, and slope easements that are necessary to construct the I-5 Pedestrian Bridge project. The Project design is based on coordination between City Staff, the design consultant, Wilsonville community, neighboring property owners and businesses, Oregon Department of Transportation, Oregon Mobility Advisory Committee, Planning Commission, and City Council over the course of the Project since 2017. Without adoption of Resolution No. 3137, the Project will not be eligible for upcoming grant funding opportunities, cannot move forward to construction, and results in a Town Center Plan that cannot be implemented.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3137
 - A. I-5 Pedestrian Bridge Property Acquisition Legal Descriptions and Map

RESOLUTION NO. 3137**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING ACQUISITION OF PROPERTY AND PROPERTY INTERESTS RELATED TO CONSTRUCTION OF THE I-5 PEDESTRIAN BRIDGE PROJECT.**

WHEREAS, under and by virtue of the laws of the State of Oregon, the City of Wilsonville is duly authorized and lawfully empowered to construct certain planned public improvement projects, and to acquire real property as may be deemed necessary and proper for such planned public improvements; and

WHEREAS, the I-5 Pedestrian Bridge Project (the "Project") is identified as high priority pedestrian and bikeway improvement project BW-09 in the 2013 Transportation System Plan (Updated May 1, 2023); and

WHEREAS, the Project is identified as Framework Infrastructure Project IN.1 in the 2019 Wilsonville Town Center Plan; and

WHEREAS, the Project is identified in the City of Wilsonville Fiscal Year 2023/24 Capital Improvement Project Budget as Project No. 4202; and

WHEREAS, in order to construct the Project, the City needs to acquire portions of three properties with approximately 24,307 square feet (SF) of right-of-way, approximately 9014 SF of slope and public utility easements, approximately 15,485 SF of bridge and wall maintenance easements, and approximately 56,774 SF of temporary construction easements; and

WHEREAS, the property interests to be acquired for the Project include, but may not be limited, to those legally described in **EXHIBIT A**, attached hereto and incorporated herein; and

WHEREAS, although the attached legal descriptions and estimated areas of taking are considered to be reasonably accurate at this time, modifications may need to occur depending on final design details and site conditions, to be approved and verified by the City Engineer; and

WHEREAS, the acquisition described in **EXHIBIT A** is necessary and will benefit the general public and will be used for public purposes; and

WHEREAS, the City acquires real property in accordance with guidelines set forth by law; and

WHEREAS, the City is authorized to acquire property by any legal means, including eminent domain, to achieve the objectives of the City's Capital Improvement Program and shall conform to all statutory requirements to ensure that property owners' rights are fully respected; and

WHEREAS, ORS Chapter 35 empowers cities and agencies to acquire by condemnation real property whenever in the judgement of the City there is a public necessity for the proposed use of the property, the property is necessary for such proposed use and the proposed use planned is located in a manner which will be most compatible with the greatest public good and the least private injury; and

WHEREAS, the acquisitions presented herein are estimated to reflect the least amount of property interest to be acquired to ensure safe, efficient and adequate public improvements; and

WHEREAS, title to the acquired property interest shall vest in the name of the City of Wilsonville to provide for necessary care, maintenance and public safety authority.

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

Section 1. The Wilsonville City Council finds that:

- a) There is a public necessity for the construction of the aforementioned transportation and utility improvements; and
- b) The legal descriptions for the land set forth in **EXHIBIT A** are necessary for the construction of said public improvements, but may be modified as set forth in Section 3 below, as design is refined; and
- c) The proposed transportation and utility improvements are planned and located in a manner most compatible with the greatest public good and the least private injury.

Section 2. The City's project consultant, City staff and the City Attorney are authorized and directed to:

- a) Negotiate with the owners of the real property herein described as to the compensation to be paid for the acquisition of the property.

- b) In the event agreement cannot be reached, to commence and prosecute to final determination such proceedings as may be necessary, including condemnation of the property, to acquire the real property and interest therein, and that upon the filing of such proceeding may seek immediate possession of any of the real properties described in **EXHIBIT A**.

Section 3. In the event that there are required modifications to the legal descriptions as the Project moves forward, the City Engineer is authorized to modify the attached legal descriptions, as necessary, to conform to final engineering design for the Project.

Section 4. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of May, 2024, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

EXHIBIT:

- A. I-5 Pedestrian Bridge Property Acquisition Legal Descriptions and Map

Wilsonville I-5 Pedestrian Bridge (Barber St. to Wilsonville Town Center)

Exhibit - Right of Way - West Side



RESOLUTION NO. 3137 - EXHIBIT A

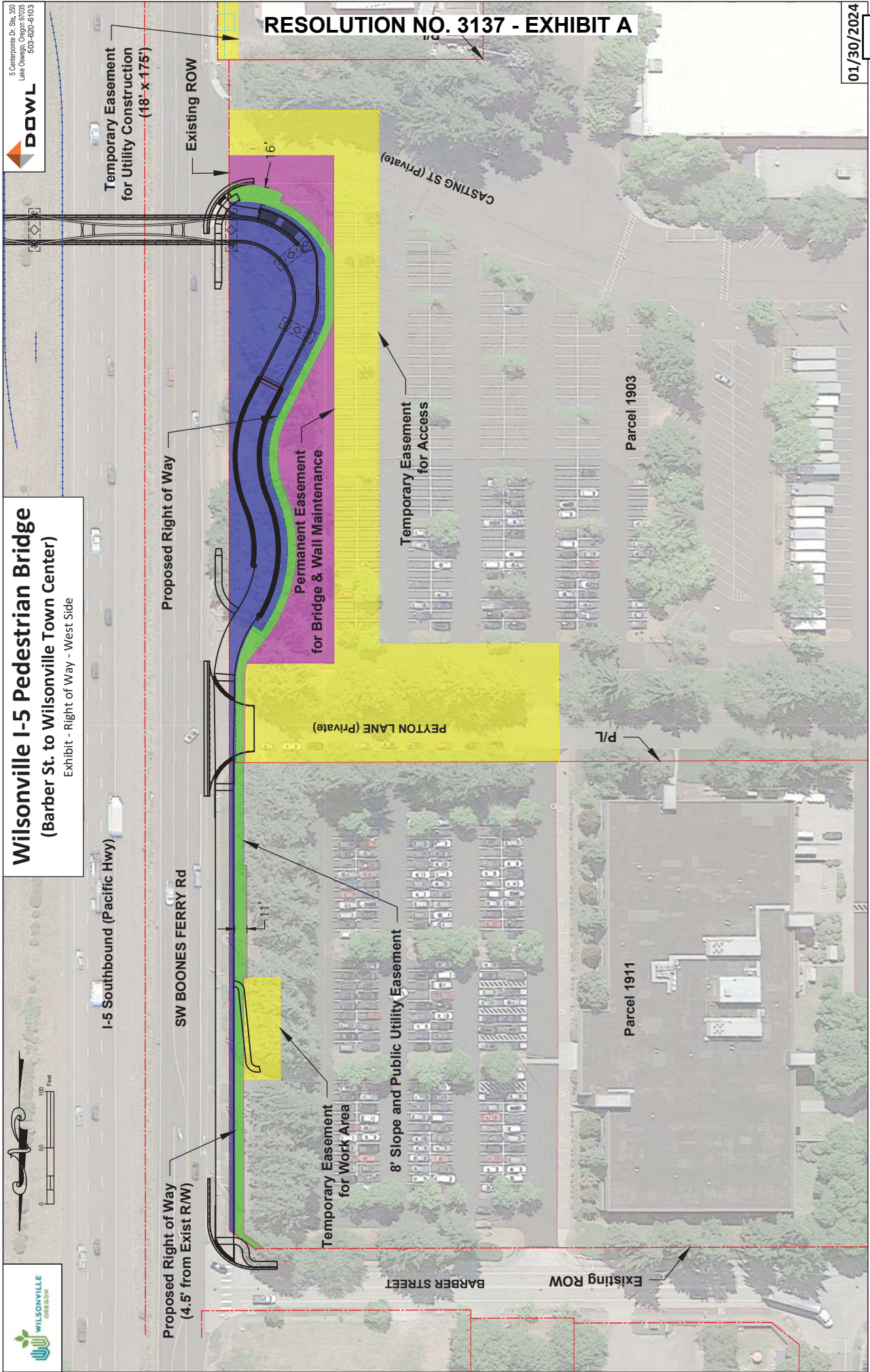




EXHIBIT "A"

25642LD01
December 21, 2023
A. Silbernagel

LEGAL DESCRIPTION
TEMPORARY EASEMENT FOR UTILITY CONSTRUCTION
I-5 PEDESTRIAN BRIDGE: BARBER STREET – WILSONVILLE TOWN CENTER LOOP
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON
31W14D 01800

A tract of land over real property situated in the City of Wilsonville, Clackamas County, Oregon, being a portion of that property conveyed to ADD, LLC, an Oregon Limited Liability Company, by Warranty Deed – Statutory Form Document No. 94-090627, Clackamas County Deed Records, located in the Southeast quarter of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, said strip of land being more particularly described as follows:

Commencing at the East Quarter Corner of Section 14, said corner being a 3" Brass Disc in monument box; thence South 52°51'02" West, a distance of 1799.84 feet to the northeast corner of said property, said point being the **Point of Beginning** for this description; thence along the easterly line of said property, being coincident with the westerly right-of-way line for S.W. Boones Ferry Road, South 00°02'16" East, a distance of 175.00 feet; thence departing said easterly line, South 89°51'59" West, a distance of 18.00 feet; thence along a line 18.00 feet from, when measured at right angles to, the easterly line of said property, North 00°02'16" West, a distance of 175.00 feet to a point on the northerly line of said property; thence along said northerly line, North 89°51'59" East, a distance 18.00 feet to the Point of Beginning.

Containing 3,150 square feet, more or less.

Subject to easements and restrictions of record.

Bearings based on Survey No. 2021-067,
Clackamas County Surveyor's Office.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed
2023.12.22 11:13:49-08'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR
TEMPORARY EASEMENT FOR UTILITY CONSTRUCTION
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OR

LINE TABLE		
LINE	LENGTH	BEARING
L1	175.00'	S00°02'16"E
L2	18.00'	S89°51'59"W
L3	175.00'	N00°02'16"W
L4	18.00'	N89°51'59"E

31W14D 01903
PARCEL 1, PARTITION
PLAT NO. 2003-082
DOCUMENT NO.
2021-05823

S52°51'02"W
1799.84'

POINT OF COMMENCEMENT

POINT OF BEGINNING
N.E. CORNER OF PROPERTY

LEGEND



TEMPORARY EASEMENT
FOR UTILITY
CONSTRUCTION =
3,150 SQ. FT. ±



31W14D 01800
DOCUMENT NO.
94-090627

15' STORM
SEWER
EASEMENT

15'X15'
HYDRANT
EASEMENT

31W14D 1700
PARCEL 1, PARTITION
PLAT NO. 1993-189

FRONTAGE RD
(S.W. BOONES FERRY RD)

ACQUISITION CENTERLINE
S0°02'16"E (SN2021-067)

PACIFIC HIGHWAY
I-5, US30

CONSTRUCTED COMMON
CENTERLINE (SN2021-067)

30' COMMON
DRIVEWAY
EASEMENT

BASIS OF BEARINGS S00°04'45"W 2,648.19'

ORIG. ACCESS
CONTROL LINE
(SN2021-067)

ACCESS
CONTROL LINE
(SN2021-067)

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed
2023.12.22 11:14:00-08'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024

SCALE 1" = 100'



SCALE IN FEET



FILE NO. 25642S01	DRAWN BY SLW	DESIGN BY AJS	DATE 12/21/23
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**EXHIBIT "A"**

25642LD02
December 21, 2023
A. Silbernagel

LEGAL DESCRIPTION**FEE**

I-5 PEDESTRIAN BRIDGE: BARBER STREET – WILSONVILLE TOWN CENTER LOOP
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON
31W14D 01903

A tract of land over real property situated in the City of Wilsonville, Clackamas County, Oregon, being a portion of Parcel 1, Partition Plat No. 2003-082, recorded October 3, 2003, Clackamas County Plat Records, said Parcel conveyed to 29555 SW Boones Ferry Road Company, LLC, a Delaware limited liability company, by Statutory Bargain and Sale Deed Document No. 2021-058523, Clackamas County Deed Records, located in the Southeast quarter of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, said tract being more particularly described as follows:

Commencing at the East Quarter Corner of Section 14, said corner being a 3" Brass Disc in monument box; thence South 72°16'28" West, a distance of 1517.01 feet to the northeast corner of said Parcel 1, said corner being the **Point of Beginning** for this description; thence along the easterly line of said Parcel 1, being coincident with the westerly right-of-way line of S.W. Boones Ferry Road, South 0°02'16" East, a distance of 498.82 feet; thence departing the easterly line of said Parcel 1, West, 8.31 feet, to a point of curvature with a curve having a radius of 85.00 feet; thence along said curve to the right, through a central angle of 64°29'45", an arc distance of 95.68 feet (the chord of which bears North 57°45'07" West, a distance of 90.71 feet), to a point of non-tangency; thence along a line 85.00 feet from, when measured at right angles to, the easterly line of said Parcel 1, North 0°02'16" West, a distance of 55.30 feet, to a point of non-tangent curvature with a curve having a radius of 79.00 feet; thence, along said curve to the right, through a central angle of 13°17'07", an arc distance of 18.32 feet (the chord of which bears North 20°20'20" East, a distance of 18.27 feet) to a point of tangency; thence North 26°58'53" East, a distance of 75.19 feet, to a point of curvature with a curve having a radius of 86.00 feet; thence along said curve to the left, through a central angle of 50°03'46", an arc distance of 75.14 feet (the chord of which bears North 1°57'00" East, a distance of 72.78 feet) to a point of reverse curvature with a curve having a radius of 124.00 feet; thence along said curve to the right, through a central angle of 57°44'35", an arc distance of 124.97 feet (the chord of which bears North 5°47'24" East, a distance of 119.75 feet), to a point of reverse curvature with a curve having a radius of 86.00 feet; thence along said curve to the left, through a central angle of 1°19'41", an arc distance of 1.99 feet (the chord of which bears North 33°59'52" East, a distance of 1.99 feet) to a point of tangency; thence South 56°39'58" East, a distance of 9.00 feet to a point of non-tangent curvature with a curve having a radius of 95.00 feet; thence along said curve to the left, through a central angle of 33°22'17", an arc distance of 55.33 feet (the chord of which bears



North 16°38'53" East, a distance of 54.55 feet) to a point of tangency; thence North 0°02'16" West, a distance of 70.11 feet to a point on the northerly line of said Parcel 1; thence along the northerly line of said Parcel 1, North 89°46'45" East, a distance of 5.50 feet to the **Point of Beginning**.

Containing 22,428 square feet, more or less.

Subject to easements and restrictions of record.

Bearings based on Survey No. 2021-067, Clackamas County Surveyor's Office.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed | 2024.04.12
11:25:14-07'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

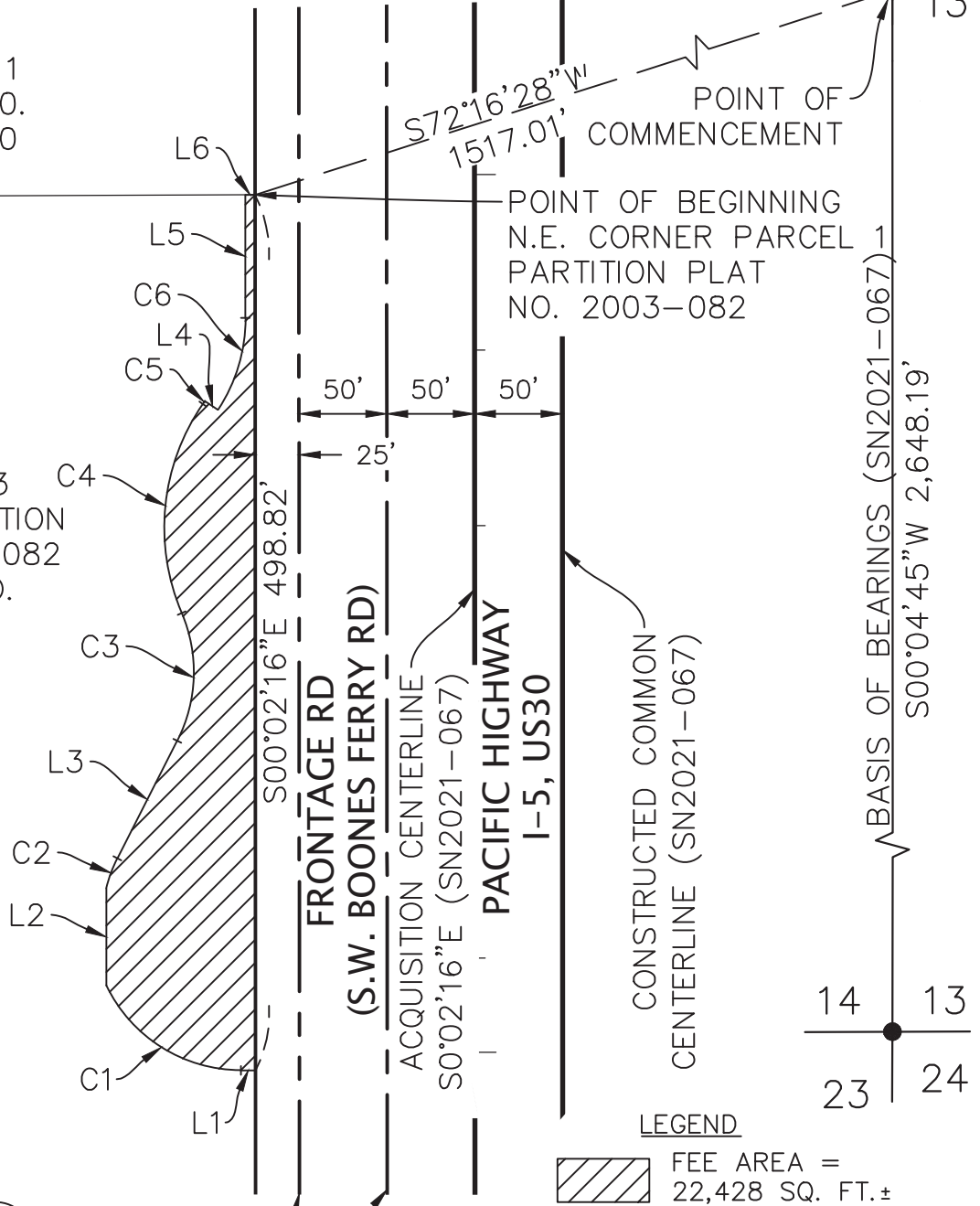
RENEWS: JUNE 30, 2024

EXHIBIT "B"

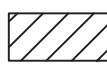
SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR FEE
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OR
SHEET 1 OF 2

31W14D 01911
DOCUMENT NO.
2020-017950

31W14D 01903
PARCEL 1, PARTITION
PLAT NO. 2003-082
DOCUMENT NO.
2021-05823



LEGEND

 FEE AREA =
22,428 SQ. FT. ±

ORIG. ACCESS CONTROL LINE (SN2021-067)

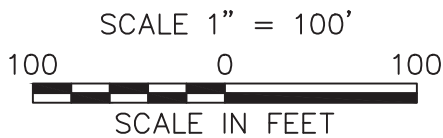
ACCESS CONTROL LINE (SN2021-067)

REGISTERED PROFESSIONAL LAND SURVEYOR

Digitally Signed 2024.04.12 11:25:31-07'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024



FILE NO. 25642S02	DRAWN BY SLW	DESIGN BY AJS	DATE 12/21/2
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EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR FEE
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OR
SHEET 2 OF 2

LINE TABLE		
LINE	BEARING	LENGTH
L1	WEST	8.31'
L2	N00°02'16"W	55.30'
L3	N26°58'53"E	75.19'
L4	S56°39'58"E	9.00'
L5	N00°02'16"W	70.11'
L6	N89°46'45"E	5.50'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	95.68'	85.00'	64°29'46"	90.71'	N57°45'07"W
C2	18.32'	79.00'	13°17'07"	18.27'	N20°20'20"E
C3	75.14'	86.00'	50°03'46"	72.78'	N1°57'00"E
C4	124.97'	124.00'	57°44'35"	119.75'	N5°47'24"E
C5	1.99'	86.00'	1°19'41"	1.99'	N33°59'52"E
C6	55.33'	95.00'	33°22'17"	54.55'	N16°38'53"E

REGISTERED
PROFESSIONAL
LAND SURVEYOR

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OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198



RENEWS: JUNE 30, 2024

FILE NO. 25642S02	DRAWN BY SLW	DESIGN BY AJS	DATE 12/21/2
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**EXHIBIT "A"**

14429LD03
 December 21, 2023
 A. Silbernagel

LEGAL DESCRIPTION

PARCEL "A" - PERMANENT EASEMENT FOR BRIDGE AND WALL MAINTENANCE
I-5 PEDESTRIAN BRIDGE: BARBER STREET – WILSONVILLE TOWN CENTER LOOP
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON
31W14D 01903

A tract of land over real property situated in the City of Wilsonville, Clackamas County, Oregon, being a portion of Parcel 1, Partition Plat No. 2003-082, recorded October 3, 2003, Clackamas County Plat Records, said Parcel 1 conveyed to 29555 SW Boones Ferry Road Company, LLC, a Delaware limited liability company, by Statutory Bargain and Sale Deed Document No. 2021-058523, Clackamas County Deed Records, located in the Southeast quarter of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, said tract being more particularly described as follows:

Commencing at the East Quarter Corner of Section 14, said corner being a 3" Brass Disc in monument box; thence South 72°16'28" West, a distance of 1517.01 feet to the northeast corner of said Parcel 1; thence along the easterly line of said Parcel 1, being coincident with the westerly right-of-way line of S.W. Boones Ferry Road, South 0°02'16" East, a distance of 514.82 feet to the **Point of Beginning** for this description; thence continuing along the easterly line of said Parcel 1, South 0°02'16" East, a distance of 24.93 feet; thence departing said easterly line of Parcel 1, West, a distance of 93.00 feet; thence along a line 93.00 feet from, when measured at right angles to, the easterly line of said Parcel 1, North 00°02'16" West, a distance of 87.56 feet; to a point of non-tangent curvature with a curve having a radius of 93.00 feet; thence along said curve to the left, through a central angle of 41°59'31", an arc distance of 68.16 feet (the chord of which bears South 45°21'45" East, a distance of 66.64 feet) to a point of non-tangency; thence South 23°38'29" West, a distance of 8.00 feet to a point of non-tangent curvature with a curve having a radius of 101.00 feet; thence along said curve to the left, through a central angle of 23°38'29", an arc distance of 41.67 feet (the chord of which bears South 78°10'45" East, a distance of 41.38 feet) to a point of tangency; thence East, a distance of 8.33 feet to the **Point of Beginning**.

Containing 3,974 square feet, more or less.

Subject to easements and restrictions of record.

Bearings based on Survey No. 2021-067, Clackamas County Surveyor's Office.



PARCEL "B" - PERMANENT EASEMENT FOR BRIDGE AND WALL MAINTENANCE
I-5 PEDESTRIAN BRIDGE: BARBER STREET – WILSONVILLE TOWN CENTER LOOP
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON
31W14D 01903

A tract of land over real property situated in the City of Wilsonville, Clackamas County, Oregon, being a portion of Parcel 1, Partition Plat No. 2003-082, recorded October 3, 2003, Clackamas County Plat Records, said Parcel 1 conveyed to 29555 SW Boones Ferry Road Company, LLC, a Delaware limited liability company, by Statutory Bargain and Sale Deed Document No. 2021-058523, Clackamas County Deed Records, located in the Southeast quarter of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, said tract being more particularly described as follows:

Commencing at the East Quarter Corner of Section 14, said corner being a 3" Brass Disc in monument box; thence South 72°16'28" West, a distance of 1517.01 feet to the northeast corner of said Parcel 1; thence along the easterly line of said Parcel 1, being coincident with the westerly right-of-way line of S.W. Boones Ferry Road, South 0°02'16" East, a distance of 88.59 feet to a point; thence departing said easterly line of Parcel 1, South 89°57'44" West, a distance of 15.48 feet to the **Point of Beginning** of this description; thence South 38°48'23" West, a distance of 33.31 feet to a point of curvature with a curve having a radius of 132.00 feet; thence along said curve to the left, through a central angle of 57°44'35", an arc distance of 133.03 feet (the chord of which bears South 5°47'24" West, a distance of 127.47 feet) to a point of reverse curvature with a curve having a radius of 78.00 feet; thence along said curve to the right, through a central angle of 50°03'46", an arc distance of 68.15 feet (the chord of which bears South 1°57'00" West, a distance of 66.01 feet) to a point of tangency; thence South 26°58'53" West, a distance of 75.19 feet to a point of curvature with a curve having a radius of 87.00 feet; thence along said curve to the left, through a central angle of 13°56'05", an arc distance of 21.16 feet (the chord of which bears South 20°00'51" West, a distance of 21.11 feet) to a point of tangency; thence along a line 93.00 feet from, when measured at right angles to, the easterly line of said Parcel 1, North 00°02'16" West, a distance of 305.53 feet to a point of tangency; thence North 89°57'44" East, a distance of 77.52 feet to the **Point of Beginning**.

Containing 11,511 square feet, more or less.

Subject to easements and restrictions of record.

Bearings based on Survey No. 2021-067,
Clackamas County Surveyor's Office.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed
2023.12.22 11:31:43-08'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024

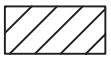
EXHIBIT "B"

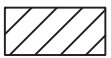
SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR
PERMANENT EASEMENT FOR BRIDGE AND WALL MAINTENANCE
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OR
SHEET 1 OF 2

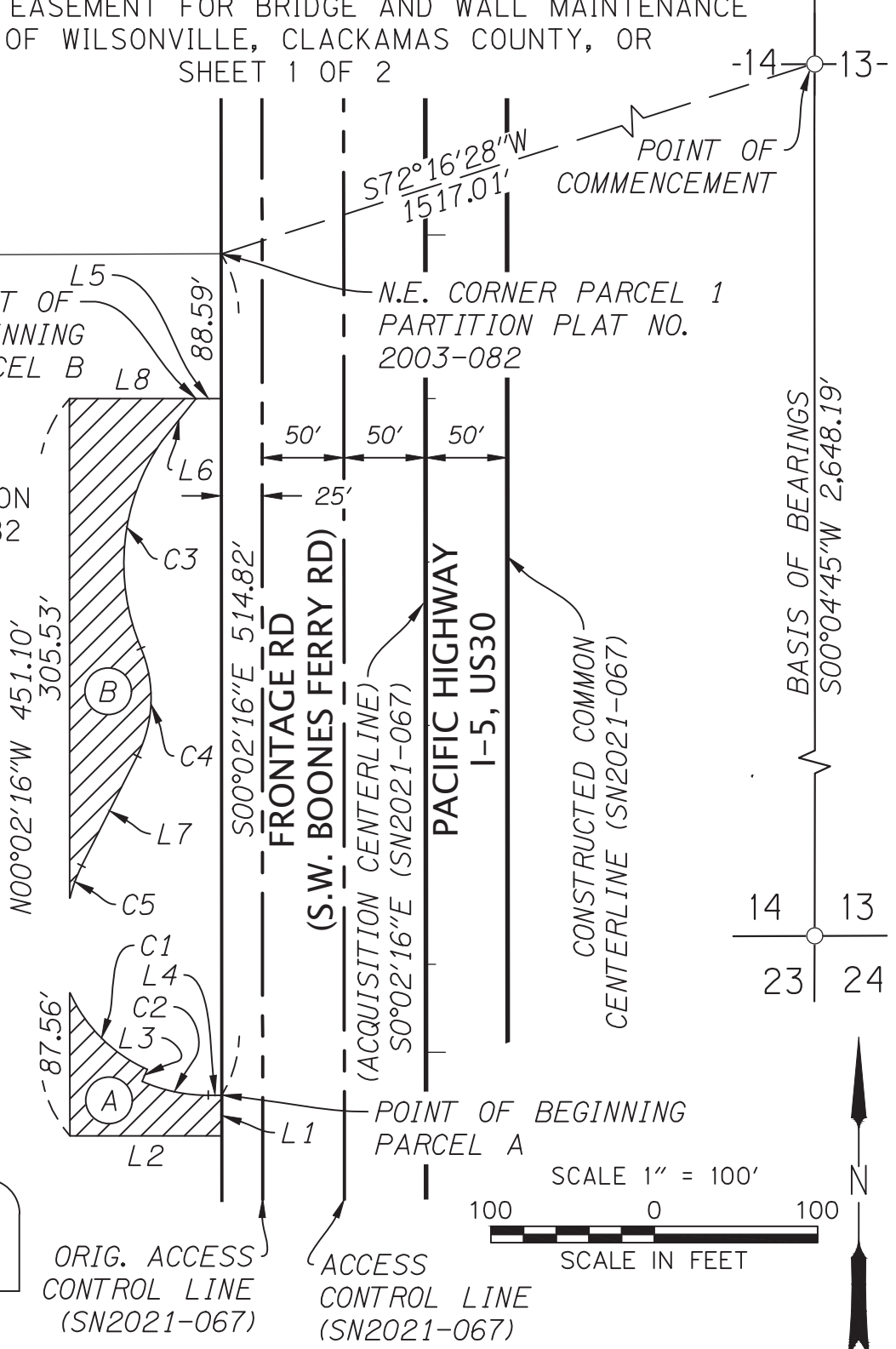
31W14D 01911
DOCUMENT NO.
2020-017950

31W14D 01903
PARCEL 1, PARTITION
PLAT NO. 2003-082
DOCUMENT NO.
2021-058523

LEGEND

 PARCEL A
PERM. EASEMENT
BRIDGE AND WALL
MAINTENANCE =
3,974 SQ. FT.±

 PARCEL B
PERM. EASEMENT
BRIDGE AND WALL
MAINTENANCE =
11,511 SQ. FT.±



REGISTERED
PROFESSIONAL
LAND SURVEYOR

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OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024

FILE NO. 25642S03	DRAWN BY SLW	DESIGN BY AJS	DATE 12/21/23
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EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR
PERMANENT EASEMENT FOR BRIDGE AND WALL MAINTENANCE
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OR
SHEET 2 OF 2

LINE TABLE		
LINE	LENGTH	BEARING
L1	24.93'	S00°02'16"E
L2	93.00'	WEST
L3	8.00'	S23°38'29"W
L4	8.33'	EAST
L5	15.48'	S89°57'44"W
L6	33.31'	S38°48'23"W
L7	75.19'	S26°58'53"W
L8	77.52'	N89°57'44"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	68.16'	93.00'	41°59'31"	66.64'	S45°21'45"E
C2	41.67'	101.00'	23°38'29"	41.38'	S78°10'45"E
C3	133.03'	132.00'	57°44'35"	127.47'	S5°47'24"W
C4	68.15'	78.00'	50°03'46"	66.01'	S1°57'00"W
C5	21.16'	87.00'	13°56'05"	21.11'	S20°00'51"W

REGISTERED
PROFESSIONAL
LAND SURVEYOR

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2023.12.22 11:32:12-08'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198



RENEWS: JUNE 30, 2024

FILE NO. 25642S03	DRAWN BY SLW	DESIGN BY AJS	DATE 12/21/23
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**EXHIBIT "A"**

25642LD04
 December 21, 2023
 A. Silbernagel

LEGAL DESCRIPTION

PERMANENT EASEMENT FOR SLOPES AND PUBLIC UTILITY EASEMENT (P.U.E.)
I-5 PEDESTRIAN BRIDGE: BARBER STREET – WILSONVILLE TOWN CENTER LOOP
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON
31W14D 01903

A tract of land over real property situated in the City of Wilsonville, Clackamas County, Oregon, being a portion of Parcel 1, Partition Plat No. 2003-082, recorded October 3, 2003, Clackamas County Plat Records, said Parcel 1 conveyed to 29555 SW Boones Ferry Road Company, LLC, a Delaware limited liability company, by Statutory Bargain and Sale Deed Document No. 2021-058523, Clackamas County Deed Records, located in the Southeast quarter of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, said strip being more particularly described by metes and bounds as follows:

Commencing at the East Quarter Corner of Section 14, said corner being a 3" Brass Disc in monument box; thence South 72°16'28" West, a distance of 1517.01 feet to the northeast corner of said Parcel 1; thence along the northerly line of said Parcel 1, South 89°46'45" West, a distance of 5.50 feet to the **Point of Beginning** for this description; thence departing said northerly line, along a line 5.50 feet from, when measured at right angles to, the easterly line of said Parcel 1, South 00°02'16" East, a distance of 70.11 feet to a point of curvature with a curve having a radius of 95.00 feet; thence along said curve to the right, through a central angle of 33°22'17", an arc distance of 55.33 feet (the chord of which bears South 16°38'53" West, a distance of 54.55 feet), to a point of non-tangency; thence North 56°39'58" West, a distance of 9.00 feet to a point of non-tangent curvature with a curve having a radius of 86.00 feet; thence along said curve to the left through a central angle of 1°19'41", an arc distance of 1.99 feet (the chord of which bears South 33°59'52" West, a distance of 1.99 feet) to a point of curvature with a curve having a radius of 124.00 feet; thence along said curve to the left through a central angle of 57°44'35", an arc distance of 124.97 feet (the chord of which bears South 5°47'24" West, a distance of 119.75 feet) to a point of reverse curvature with a curve having a radius of 86.00 feet; thence along said curve to the right through a central angle of 50°03'46", an arc distance of 75.14 feet (the chord of which bears South 01°57'00" West, a distance of 72.78 feet) to a point of tangency; thence South 26°58'53" West, a distance of 75.19 feet to a point of curvature with a curve having a radius of 79.00 feet; thence along said curve to the left through a central angle of 13°17'07", an arc distance of 18.32 feet (the chord of which bears South 20°20'20" West, a distance of 18.28 feet) to a point of tangency; thence along a line 85.00 feet from, when measured at right angles to, the easterly line of said Parcel 1, South 00°02'16" East, a distance of 55.30 feet to a point of non-tangent curvature with a curve having a radius of 85.00 feet; thence along said curve to the left through a central angle of 64°29'46", an arc distance of 95.68 feet (the chord of which



bears South 57°45'07" East, a distance of 90.71 feet) to a point of tangency; thence East, a distance of 8.31 feet to a point on the easterly line of said Parcel 1; thence along the easterly line of said Parcel 1, being coincident with the westerly right-of-way line of S.W. Boones Ferry Road, South 0°02'16" East, a distance of 16.00 feet; thence departing the easterly line of said Parcel 1, West, 8.33 feet, to a point of curvature with a curve having a radius of 101.00 feet; thence departing said easterly line, along said curve to the right, through a central angle of 23°38'29", an arc distance of 41.67 feet (the chord of which bears North 78°10'45" West, a distance of 41.38 feet), to a point of non-tangency; thence North 23°38'29" East, a distance of 8.00 feet to a point of non-tangent curvature with a curve having a radius of 93.00 feet; thence along said curve to the right through a central angle of 41°59'31", an arc distance of 68.16 feet (the chord of which bears North 45°21'45" West, a distance of 66.64 feet) to a point of non-tangency; thence along a line 93.00 feet from, when measured at right angles to, the easterly line of said Parcel 1, North 0°02'16" West, a distance of 58.01 feet to a point of non-tangent curvature with a curve having a radius of 87.00 feet; thence along said curve to the right through a central angle of 13°56'05", an arc distance of 21.16 feet (the chord of which bears North 20°00'51" East, a distance of 21.11 feet) to a point of tangency; thence North 26°58'53" East, a distance of 75.19 feet to a point of curvature with a curve having a radius of 78.00 feet; thence along said curve to the left through a central angle of 50°03'46", an arc distance of 68.15 feet (the chord of which bears North 1°57'00" East, a distance of 66.01 feet) to a point of reverse curvature with a curve having a radius of 132.00 feet; thence along said curve to the right through a central angle of 57°44'35", an arc distance of 133.03 feet (the chord of which bears North 5°47'24" East, a distance of 127.47 feet) to a point of tangency; thence North 38°48'23" East, a distance of 33.31 feet to a point of non-tangent curvature with a curve having a radius of 87.00 feet; thence along said curve to the left through a central angle of 12°15'03", an arc distance of 18.60 feet (the chord of which bears North 6°05'16" East, a distance of 18.57 feet) to a point of tangency; thence along a line 13.50 feet from, when measured at right angles to, the easterly line of said Parcel 1, North 0°02'16" West, a distance of 70.08 feet to a point on the northerly line of said Parcel 1; thence along said northerly line, North 89°46'45" East, a distance of 8.00 feet, to the **Point of Beginning**.

Containing 5,250 square feet, more or less.

Subject to easements and restrictions of record.

Bearings based on Survey No. 2021-067,
Clackamas County Surveyor's Office.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed 2024.04.16
06:22:37-07'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024

EXHIBIT "B"

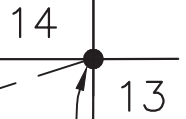
SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR
PERMANENT EASEMENT FOR SLOPE AND PUBLIC UTILITIES
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OR
SHEET 1 OF 2

31W14D 01911
DOCUMENT NO. 2020-017950

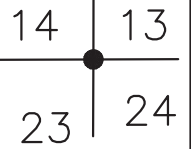
S89° 46' 45"W
5.50'
L13
S89°46'45"E
POINT OF BEGINNING

S72°16'28"W
1517.01'
POINT OF COMMENCEMENT

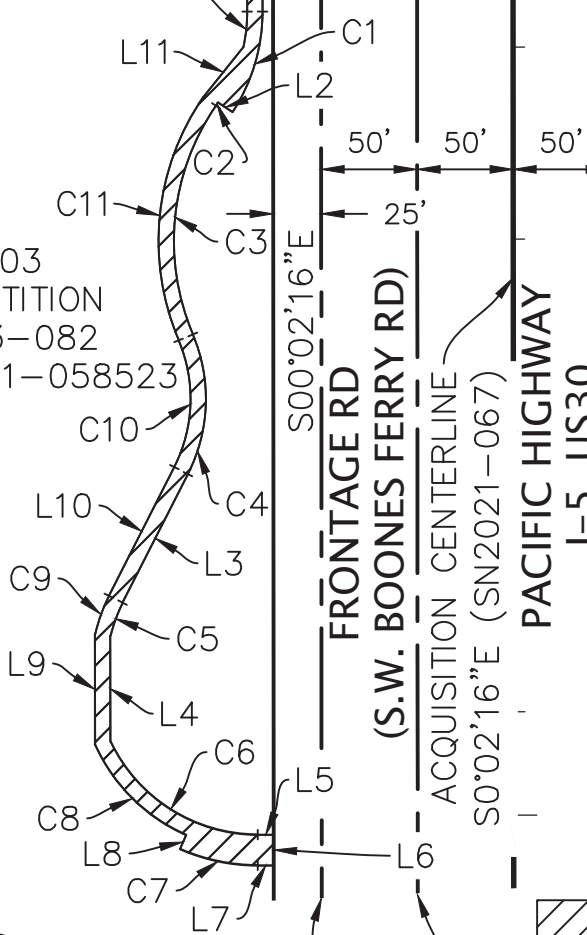
N.E. CORNER PARCEL 1
PARTITION PLAT NO. 2003-082



BASIS OF BEARINGS
S00°04'45"W 2,648.19'



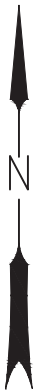
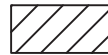
31W14D 01903
PARCEL 1, PARTITION
PLAT NO. 2003-082
DOCUMENT NO. 2021-058523



CONSTRUCTED COMMON
CENTERLINE (SN2021-067)

LEGEND

PERMANENT EASEMENT
FOR SLOPE AND PUBLIC
UTILITIES = 5250 SQ. FT. ±



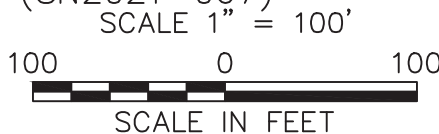
REGISTERED
PROFESSIONAL
LAND SURVEYOR

ORIG. ACCESS
CONTROL LINE
(SN2021-067)

ACCESS CONTROL LINE
(SN2021-067)

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06:22:05-07'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198



RENEWS: JUNE 30, 2024

FILE NO. 25642S04	DRAWN BY SLW	DESIGN BY AJS	DATE 12/21/2
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EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR
 PERMANENT EASEMENT FOR SLOPE AND PUBLIC UTILITIES
 CITY OF WILSONVILLE, CLACKAMAS COUNTY, OR
 SHEET 2 OF 2

LINE TABLE		
LINE	LENGTH	BEARING
L1	70.11'	S00°02'16"E
L2	9.00'	N56°39'58"W
L3	75.19'	S26°58'53"W
L4	55.30'	S00°02'16"E
L5	8.31'	EAST
L6	16.00'	S00°02'16"E
L7	8.33'	WEST

LINE TABLE		
LINE	LENGTH	BEARING
L8	8.00'	N23°38'29"E
L9	58.01'	N00°02'16"W
L10	75.19'	N26°58'53"E
L11	33.31'	N38°48'23"E
L12	70.08'	N00°02'16"W
L13	8.00'	N89°46'45"E

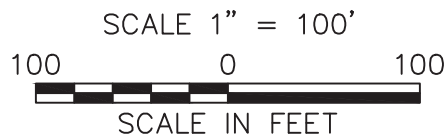
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	55.33'	95.00'	33°22'17"	54.55'	S16°38'53"W
C2	1.99'	86.00'	1°19'41"	1.99'	S33°59'52"W
C3	124.97'	124.00'	57°44'35"	119.75'	S5°47'24"W
C4	75.14'	86.00'	50°03'46"	72.78'	S1°57'00"W
C5	18.32'	79.00'	13°17'07"	18.28'	S20°20'20"W
C6	95.68'	85.00'	64°29'46"	90.71'	S57°45'07"E
C7	41.67'	101.00'	23°38'29"	41.38'	N78°10'45"W
C8	68.16'	93.00'	41°59'31"	66.64'	N45°21'45"W
C9	21.16'	87.00'	13°56'05"	21.11'	N20°00'51"E
C10	68.15'	78.00'	50°03'46"	66.01'	N1°57'00"E
C11	133.03'	132.00'	57°44'35"	127.47'	N5°47'24"E
C12	18.60'	87.00'	12°15'03"	18.57'	N6°05'16"E

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Digitally Signed 2024.04.16
 06:22:15-07'00'

OREGON
 MAY 12, 2011
 ANDREW JOSEPH SILBERNAGEL
 #79198

RENEWS: JUNE 30, 2024



FILE NO. 25642S04	DRAWN BY SLW	DESIGN BY AJS	DATE 12/21/2
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EXHIBIT "A"

25642LD05
December 21, 2023
A. Silbernagel

LEGAL DESCRIPTION
TEMPORARY EASEMENT FOR ACCESS
I-5 PEDESTRIAN BRIDGE: BARBER STREET – WILSONVILLE TOWN CENTER LOOP
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON
31W14D 01903

A tract of land over real property situated in the City of Wilsonville, Clackamas County, Oregon, being a portion of Parcel 1, Partition Plat No. 2003-082, recorded October 3, 2003, Clackamas County Plat Records, said Parcel 1 conveyed to 29555 SW Boones Ferry Road Company, LLC, a Delaware limited liability company, by Statutory Bargain and Sale Deed Document No. 2021-058523, Clackamas County Deed Records, located in the Southeast quarter of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, said tract being more particularly described as follows:

Commencing at the East Quarter Corner of Section 14, said corner being a 3" Brass Disc in monument box; thence South 72°16'28" West, a distance of 1517.01 feet to the northeast corner of said Parcel 1; thence along the northerly line of said Parcel 1, South 89°46'45" West, a distance of 13.50 feet to the **Point of Beginning** for this description; thence departing said northerly line, South 00°02'16" East, a distance of 70.08 feet to a point of curvature with a curve having a radius of 87.00 feet; thence along said curve to the right; through a central angle of 12°15'03", an arc distance of 18.60 feet (the chord of which bears South 06°05'16" West, a distance of 18.57 feet) to a point of non-tangency; thence South 89°57'44" West, a distance of 77.52 feet; thence, South 00°02'16" East, a distance 451.10 feet; thence East, a distance of 93.00 feet to a point on the easterly line of said Parcel 1 being coincident with the westerly right-of-way line of S.W. Boones Ferry Road, thence South 0°02'16" East, a distance of 40.00 feet; thence South 89°57'44" West, a distance of 133.00 feet; thence, North 00°02'16" West, a distance of 474.33 feet; thence South 89°46'45" West, a distance of 159.54 feet; thence North 00°13'15" West, a distance of 105.00 feet, to a point on the northerly line of said Parcel 1; thence, North 89°46'45" East, a distance of 279.37 feet to the **Point of Beginning**.

Containing 1.164 acres, more or less.

Subject to easements and restrictions of record.

Bearings based on Survey No. 2021-067,
Clackamas County Surveyor's Office.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed
2023.12.22 13:26:49-08'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024

EXHIBIT "B"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR
TEMPORARY EASEMENT FOR ACCESS
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OR
SHEET 2 OF 2

LINE TABLE		
LINE	LENGTH	BEARING
L1	13.50'	S89°46'45"W
L2	70.08'	S00°02'16"E
L3	77.52'	S89°57'44"W
L4	93.00'	EAST
L5	40.00'	S00°02'16"E
L6	133.00'	S89°57'44"W
L7	159.54'	S89°46'45"W
L8	105.00'	N00°13'15"W
L9	279.37'	N89°46'45"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	18.60'	87.00'	12°15'03"	18.57'	S06°05'16"W

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed
2023.12.22 13:27:28-08'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198



RENEWS: JUNE 30, 2024

FILE NO. 25642S05	DRAWN BY SLW	DESIGN BY AJS	DATE 12/21/23
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EXHIBIT "A"

25642LD06
December 21, 2023
A. Silbernagel

LEGAL DESCRIPTION
FEE

I-5 PEDESTRIAN BRIDGE: BARBER STREET – WILSONVILLE TOWN CENTER LOOP
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON
31W14D 01911

A tract of land over real property situated in the City of Wilsonville, Clackamas County, Oregon, being a portion of that property conveyed to MMI PEYTON LANE LLC, an Oregon limited liability company, as to a ninety percent (90%) undivided interest, and CJB 8 LLC, an Oregon limited liability company, as to a ten percent (10%) undivided interest, as tenants in common, by Statutory Warranty Deed Document No. 2020-017950, Clackamas County Deed Records, located in the Southeast quarter of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, more particularly described by metes and bounds as follows:

Commencing at the East Quarter Corner of Section 14, said corner being a 3" Brass Disc in monument box; thence South 72°16'28" West, a distance of 1517.01 feet to the southeast corner of said property, being coincident with the northeast corner of Parcel 1, Partition Plat No. 2003-082, recorded October 3, 2003, Clackamas County Plat Records, said point being the **Point of Beginning** for this description; thence along the southerly line of said property, South 89°46'45" West, a distance of 4.50 feet; thence departing said southerly line, North 00°02'16" West, a distance of 419.17 feet, to a point on the northeasterly line of said property; thence along said northeasterly line South 54°10'32" East, a distance of 5.55 feet; thence departing said northeast line, along the easterly line of said property, being coincident with the westerly right-of-way line for S.W. Boones Ferry Road, South 00°02'16" East, a distance of 415.91 feet to the **Point of Beginning**.

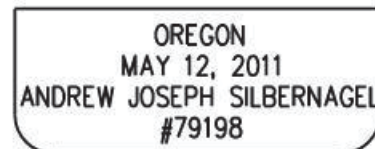
Containing 1,879 square feet, more or less.

Subject to easements and restrictions of record.

Bearings based on Survey No. 2021-067,
Clackamas County Surveyor's Office.



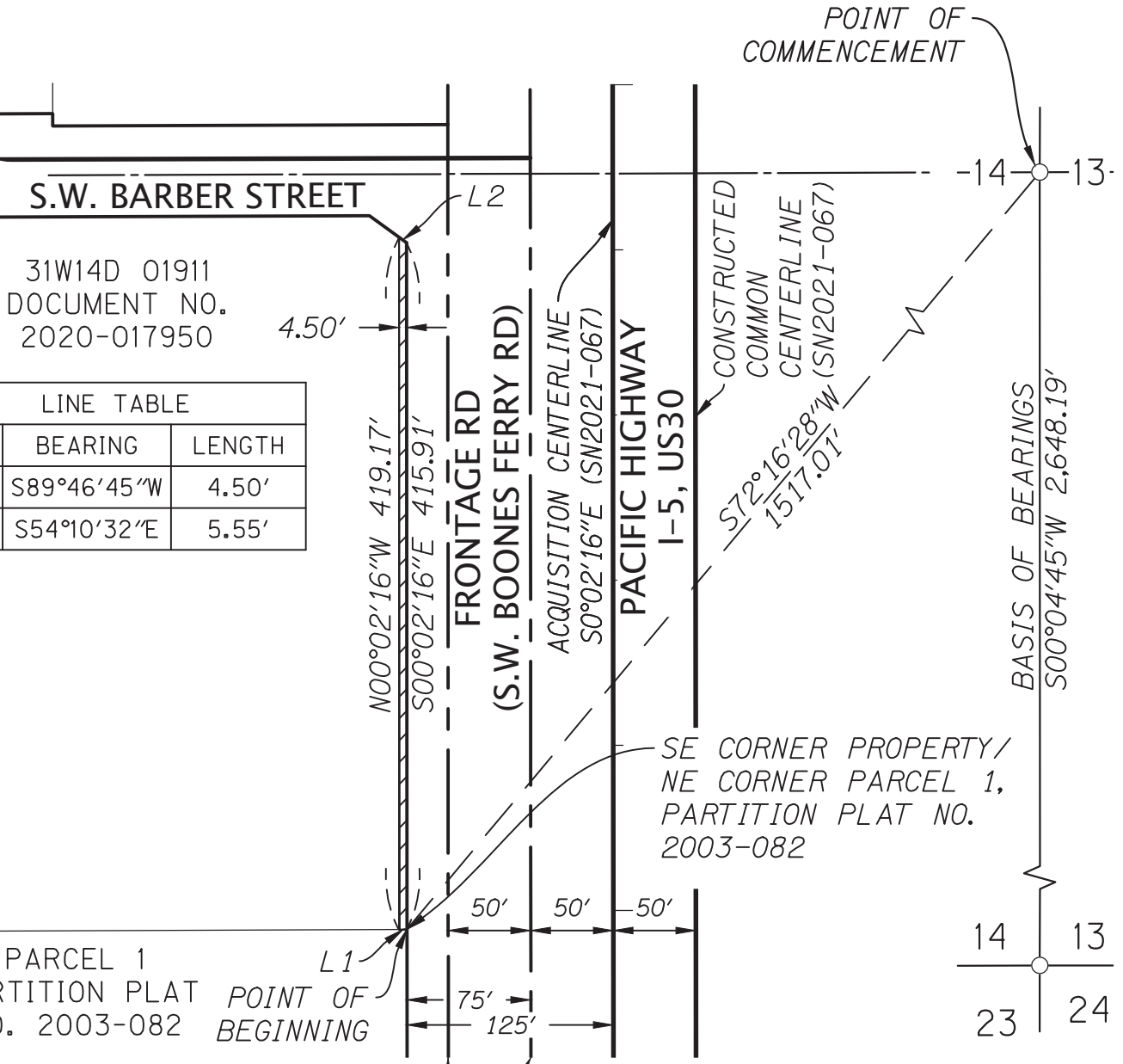
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RENEWS: JUNE 30, 2024

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR FEE CITY OF WILSONVILLE, CLACKAMAS COUNTY, OR



31W14D 01911
DOCUMENT NO.
2020-017950

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°46'45"W	4.50'
L2	S54°10'32"E	5.55'

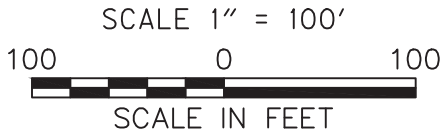
PARCEL 1
PARTITION PLAT
NO. 2003-082

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed
2024.01.02 16:09:10-08'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024



LEGEND
 FEE AREA = 1,879 SQ. FT. ±



FILE NO. 25642S06	DRAWN BY SLW	DESIGN BY AJS	DATE 12/21/22
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EXHIBIT "A"

25642LD07
December 21, 2023
A. Silbernagel

LEGAL DESCRIPTION
PERMANENT EASEMENT FOR SLOPES AND PUBLIC UTILITIES
I-5 PEDESTRIAN BRIDGE: BARBER STREET – WILSONVILLE TOWN CENTER LOOP
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON
31W14D 01911

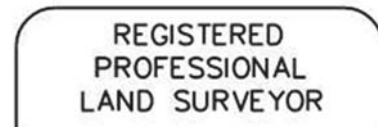
A tract of land over real property situated in the City of Wilsonville, Clackamas County, Oregon, being a portion of that property conveyed to MMI PEYTON LANE LLC, an Oregon limited liability company, as to a ninety percent (90%) undivided interest, and CJB 8 LLC, an Oregon limited liability company, as to a ten percent (10%) undivided interest, as tenants in common, by Statutory Warranty Deed Document No. 2020-017950, Clackamas County Deed Records, located in the Southeast quarter of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, more particularly described as follows:

Commencing at the East Quarter Corner of Section 14, said corner being a 3" Brass Disc in monument box; thence South 72°16'28" West, a distance of 1517.01 feet to the southeast corner of said property, being coincident with the northeast corner of Parcel 1, Partition Plat No. 2003-082, recorded October 3, 2003, Clackamas County Plat Records; thence along the southerly line of said property, South 89°46'45" West, a distance of 4.50 feet to the **Point of Beginning** for this description; thence continuing along the southerly line of said property, South 89°46'45" West, a distance of 8.00 feet; thence departing said southerly line, North 00°02'16" West, a distance of 91.46 feet; thence South 89°57'44" West a distance of 3.00 feet; thence North 00°02'16" West, a distance of 100.00 feet; thence North 89°57'44" East a distance of 3.00 feet; thence North 00°02'16" West, a distance of 227.36 feet; thence North 54°10'32" West a distance of 22.78 feet to a point on the northerly line of said property, being coincident with the southerly right-of-way line for S.W. Barber Street; thence along said northerly line, North 89°49'17" East, a distance of 8.51 feet; thence along the northeasterly line of said property, South 54°10'32" East, a distance of 22.15 feet; thence departing said northeasterly line, South 00°02'16" East, a distance of 419.17 feet to the **Point of Beginning**.

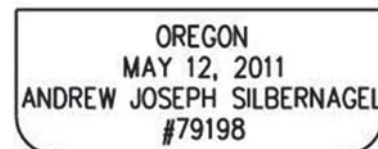
Containing 3,764 square feet, more or less.

Subject to easements and restrictions of record.

Bearings based on Survey No. 2021-067,
Clackamas County Surveyor's Office.



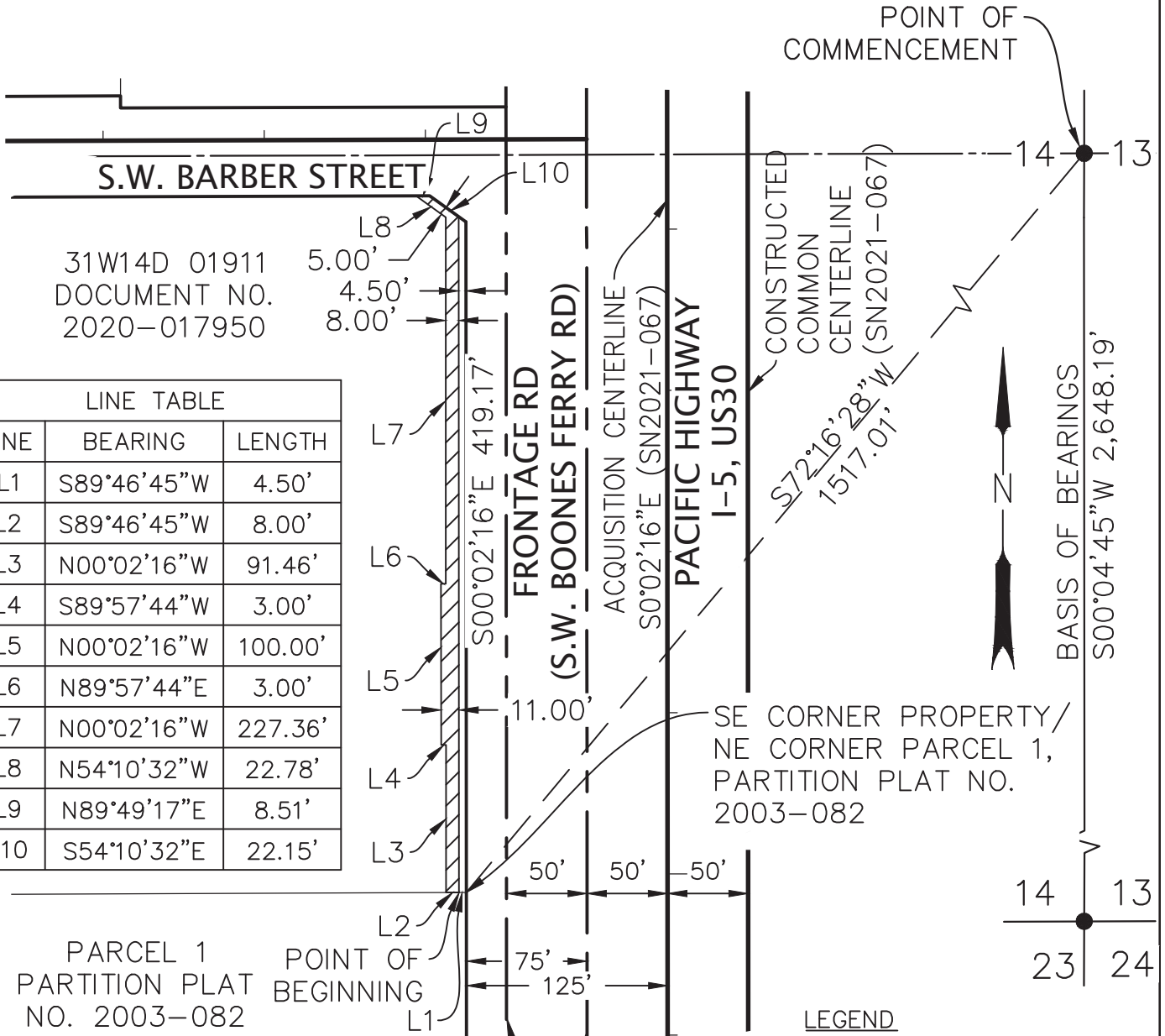
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RENEWS: JUNE 30, 2024

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR
PERMANENT EASEMENT FOR SLOPE AND PUBLIC UTILITIES
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OR



31W14D 01911
DOCUMENT NO.
2020-017950

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°46'45"W	4.50'
L2	S89°46'45"W	8.00'
L3	N00°02'16"W	91.46'
L4	S89°57'44"W	3.00'
L5	N00°02'16"W	100.00'
L6	N89°57'44"E	3.00'
L7	N00°02'16"W	227.36'
L8	N54°10'32"W	22.78'
L9	N89°49'17"E	8.51'
L10	S54°10'32"E	22.15'

PARCEL 1
PARTITION PLAT
NO. 2003-082

POINT OF
BEGINNING

ORIG. ACCESS
CONTROL LINE
(SN2021-067)

ACCESS
CONTROL LINE
(SN2021-067)

LEGEND

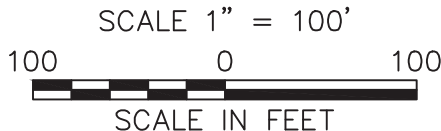
PERMANENT EASEMENT
AREA = 3,764 SQ. FT. ±

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed 2024.04.12
10:35:37-07'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024



FILE NO. 25462S07	DRAWN BY SLW	DESIGN BY AJS	DATE 12/21/2
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EXHIBIT "A"

25642LD08
December 21, 2023
A. Silbernagel

LEGAL DESCRIPTION
TEMPORARY EASEMENT FOR WORK AREA
I-5 PEDESTRIAN BRIDGE: BARBER STREET – WILSONVILLE TOWN CENTER LOOP
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON
31W14D 01911

A tract of land over real property situated in the City of Wilsonville, Clackamas County, Oregon, being a portion of that property conveyed to MMI PEYTON LANE LLC, an Oregon limited liability company, as to a ninety percent (90%) undivided interest, and CJB 8 LLC, an Oregon limited liability company, as to a ten percent (10%) undivided interest, as tenants in common, by Statutory Warranty Deed Document No. 2020-017950, Clackamas County Deed Records, located in the Southeast quarter of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, more particularly described as follows:

Commencing at the East Quarter Corner of Section 14, said corner being a 3" Brass Disc in monument box; thence South 72°16'28" West, a distance of 1517.01 feet to the southeast corner of said property, being coincident with the northeast corner of Parcel 1, Partition Plat No. 2003-082, recorded October 3, 2003, Clackamas County Plat Records; thence along the southerly line of said property, South 89°46'45" West, a distance of 12.50 feet; thence departing said southerly line, North 00°02'16" West, a distance of 191.46 feet to the **Point of Beginning** for this description; thence South 89°57'44" West, a distance of 32.44 feet; thence North 00°02'16" West, a distance of 90.00 feet; thence North 89°57'44" East, a distance of 32.44 feet; thence South 00°02'16" East, a distance of 90.00 feet to the **Point of Beginning**.

Containing 2,920 square feet, more or less.

Subject to easements and restrictions of record.

Bearings based on Survey No. 2021-067,
Clackamas County Surveyor's Office.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

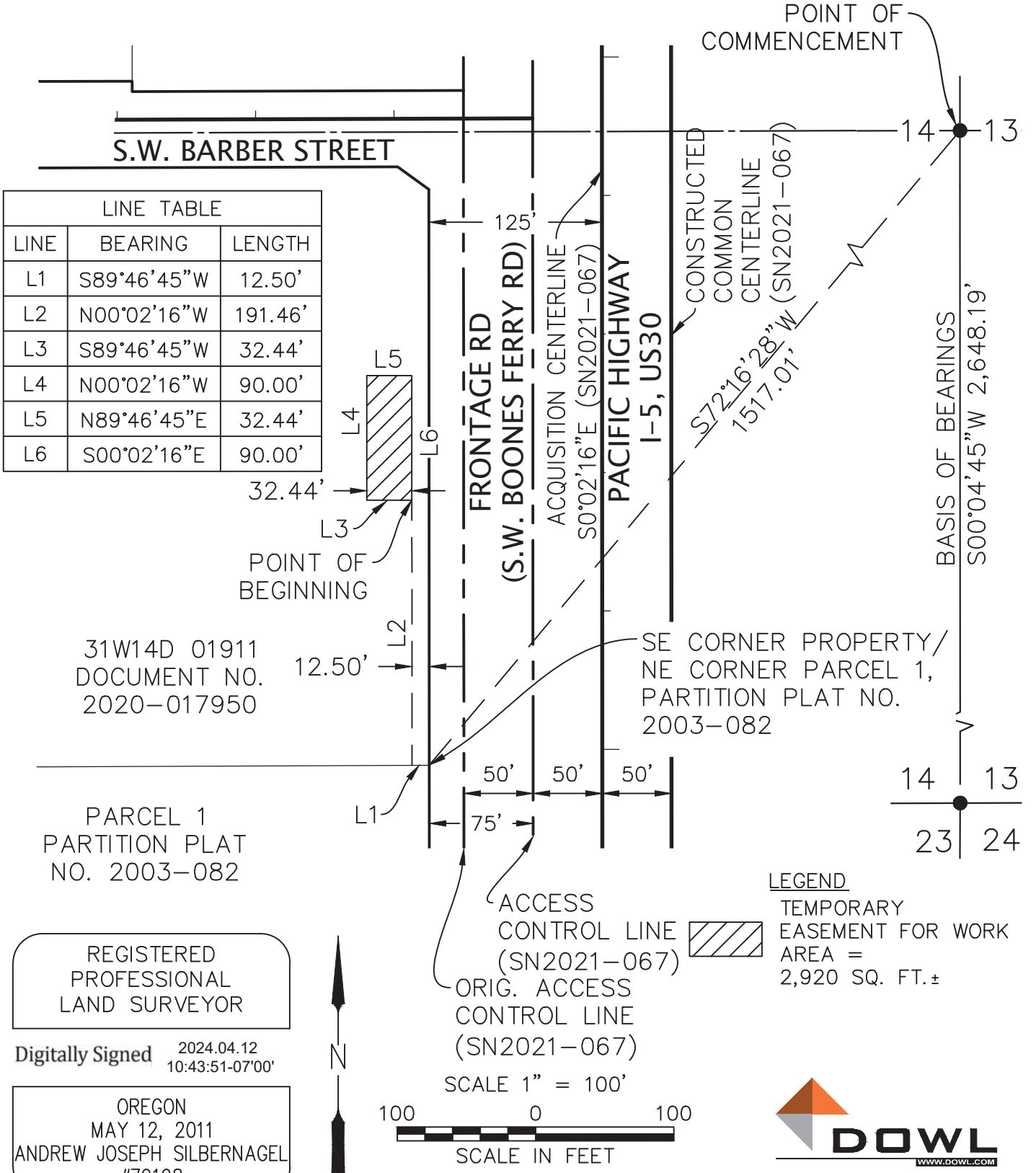
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OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR
TEMPORARY EASEMENT FOR WORK AREA
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OR

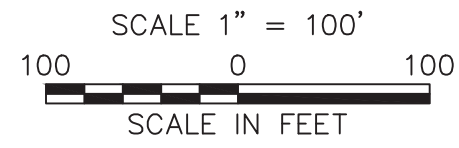


REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed 2024.04.12 10:43:51-07'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWALS: JUNE 30, 2024



LEGEND
TEMPORARY
EASEMENT FOR WORK
AREA =
2,920 SQ. FT. ±



FILE NO. 25642S08	DRAWN BY SLW	DESIGN BY AJS	DATE 12/21/2
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CITY COUNCIL MEETING STAFF REPORT

Meeting Date: May 6, 2024		Subject: Resolution No. 3139 Intergovernmental Agreement with Metro for Wilsonville Industrial Land Readiness Project Staff Member: Cindy Luxhoj AICP, Associate Planner, and Daniel Pauly, Planning Manager Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Attract high-quality industry and support economic opportunity for all in Wilsonville	<input checked="" type="checkbox"/> Adopted Master Plan(s): Basalt Creek Concept Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL

On March 7, 2024, Metro Council adopted Resolution Number 24-5386, which included approval of \$290,000 in grant funding for the Wilsonville Industrial Land Readiness (WILR) project. Wilsonville Resolution No. 3139 authorizes the City Manager to enter into an Intergovernmental Agreement with Metro allowing the City to utilize the Metro funds.

EXECUTIVE SUMMARY:

The subject intergovernmental agreement will facilitate \$290,000 in grant funding from Metro for the Wilsonville Industrial Land Readiness project. The project has two phases based on geography, with the first phase focused on the new industrial areas in Basalt Creek at the north end of the City and the second phase focused citywide. Together the two phases of the project will support attracting high-quality industry and economic opportunity to Wilsonville.

The first phase of the project is focused on the Basalt Creek and West Railroad Planning Areas. These two areas are future industrial areas outside City limits but within the Urban Growth Boundary at the northwest corner of the City, the first encompassing land north of SW Day Road and the other, property west of the railroad tracks. The Basalt Creek Planning Area is the subject of the Basalt Creek Concept Plan, adopted by the City in 2018. The first phase will help prepare the land for development and implement the Concept Plan with such actions as determining the zoning standards that should be applied and creating an infrastructure finance plan. The first phase also includes additional analysis for the West Railroad Planning Area to help move it toward development readiness. This phase of the project has begun and is anticipated to extend to the end of 2024.

In August 2023, Mayor Fitzgerald and City Manager Bryan Cosgrove signed a letter supporting the City's application to Metro for a \$170,000 grant to add to a \$100,000 grant from Business Oregon for the first phase of the project.

Subsequently, staff worked with Metro to access \$120,000 in additional grant funding for a second phase, increasing the total grant amount to \$290,000. The second phase will expand the effort to increase industrial land readiness citywide. This second phase will include such actions as inventorying Wilsonville's industrial lands, reviewing market trends, developing an economic strategy related to industrial lands, and recommending citywide Development Code refinements to support anticipated economic activity in the City's industrial lands. This second citywide phase was a separate project on the City's work program that did not yet have funding, so it is fortunate the Metro funding was available to support this important work. The second phase is planned to begin this summer and continue to mid- 2025. The second phase is important for future planning in the City including maximizing efficient use of land in the City and understanding the future need of additional industrial land.

EXPECTED RESULTS:

Authorization of the City Manager to enter into an Intergovernmental Agreement with Metro for the use of \$290,000 of Metro grant funding for the Wilsonville Industrial Land Readiness project.

TIMELINE:

Related work has begun under a \$100,000 grant from Business Oregon. Metro-funded components of the project will begin this summer and extend into mid-2025.

CURRENT YEAR BUDGET IMPACTS:

No impact on the current fiscal year. The grant expenses will be billed and reimbursements will occur in fiscal year (FY) 2024-2025, with some potentially continuing into FY 2025-2026.

COMMUNITY INVOLVEMENT PROCESS:

The project scope funded by the grant includes community involvement.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Benefits to the community include realization of the policy objectives set out in the Basalt Creek Concept Plan by bringing this important area to development readiness, recommending citywide Development Code refinements to support anticipated economic activity in the City's industrial lands, and furthering the Council's goal of attracting high-quality industry with good jobs and supporting economic opportunity for all in Wilsonville.

ALTERNATIVES:

Authorize, not authorize, or request modifications to the Intergovernmental Agreement.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Resolution No. 3139 with Exhibits including proposed Intergovernmental Agreement

RESOLUTION NO. 3139

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH METRO FOR THE WILSONVILLE INDUSTRIAL LAND READINESS PROJECT.

WHEREAS, on March 7, 2024, Metro Council adopted Resolution No. 24-5386 which included approval of a request for \$290,000 in grant funding for the Wilsonville Industrial Land Readiness project, also referred to in the Metro Resolution as “Basalt Creek Code & Infrastructure”; and

WHEREAS, the City had previously applied to Metro for the grant funding; and

WHEREAS, the City of Wilsonville wishes to accept and utilize the offered grant funds for the stated project; and

WHEREAS, a condition of the grant funding, as is customary, is that the grantee (City) and grantor (Metro) enter into an Intergovernmental Agreement concerning use and allocation of the funds, among other related items; and

WHEREAS, the Metro grant funds, together with budgeted City staff resources and a \$100,000 grant from Business Oregon, will support the timely and thorough completion of Wilsonville Industrial Land Readiness project; and

WHEREAS, the Wilsonville Industrial Land Readiness project will support attracting high-quality industry and economic opportunity for the entire City, with specific efforts targeted to the Basalt Creek and West Railroad Planning Areas, and also set forth long-term, citywide plans for job growth to serve the City’s current and future population.

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

Section 1. Authorizes the City Manager to execute an Intergovernmental Agreement with Metro included as Exhibit A.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of May, 2024, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBITS:

- A. Unsigned Intergovernmental Agreement with Attachments

**2040 PLANNING AND DEVELOPMENT GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – City of Wilsonville
Wilsonville Industrial Land Readiness (WILR) Project**

This 2040 Planning and Development Grant Intergovernmental Agreement (this “Agreement”) is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and the City of Wilsonville, a municipality of the State of Oregon, located at 29799 SW Town Center Loop E, Wilsonville, OR, 97070 (the “City”). Metro and the City may be jointly referred to herein as the “Parties” or each, individually as a “Party”.

RECITALS

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, and is remitted to Metro pursuant to Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the City has submitted a 2040 Planning and Development Grant Request application attached hereto as **Exhibit A** and incorporated herein (the “Grant Request”) for the Wilsonville Basalt Creek Project; and

WHEREAS, the City subsequently submitted a request, included in **Exhibit A**, for additional funding to be added to their 2040 Planning and Development Grant Request for the city-wide Industrial Land Readiness Project (the “Project”); and

WHEREAS, Metro has agreed to provide 2040 Planning and Development Grant Funds to the City for the Project in the amount of \$290,000 subject to the terms and conditions set forth herein (the “Grant Funds”), and the Parties wish to set forth the timing, procedures, and conditions for receiving the Grant Funds from existing CET funds for the Project.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. Metro Grant Award. Metro shall provide the Grant Funds to the City for the Project as approved by the Metro Council in Resolution 24-5386 and as described in the Grant Request, subject to the terms and conditions specified in this Agreement.
2. Project Management and Coordination. The Parties have appointed the staff identified below to act as their respective project managers (each a “Project Manager” and collectively “Project Managers”) with the authority and responsibility described in this Agreement:

For the City: Cindy Luxhoj, Associate Planner
City of Wilsonville
luxhoj@ci.wilsonville.or.us
503.570.1572

For Metro: Anais Mathez, Project Manager
3J Consulting
anais.mathez@3j-consulting.com
845.270.3134

Metro and the City may each designate an additional or replacement Project Manager by providing written notice to the other party.

3. Mutual Obligations of both the City and Metro. The Parties and their respective Project Managers will collaborate to oversee the successful implementation of the Project as follows:

- (a) Selection of Consultants. For consultants selected after execution of this contract, the Project Managers will work together to identify consultants best qualified to perform the Scope of Work, attached hereto as **Exhibit B**. The Project Managers and any additional reviewers selected by the Parties will jointly review proposals from consultants and select a mutually agreeable consultant team to perform the work required to successfully complete the Project.
- (b) Schedule of Milestones. The Parties have agreed to a preliminary schedule of milestones for completion of the Project, which is attached hereto as **Exhibit C** ("Schedule of Milestones"). After the Project Managers have selected a consultant team as described in subsection 3(a), the Parties each expressly delegate authority to their respective Project Managers to prepare a revised schedule of Milestones that will provide more detailed performance timelines for the Project, including specific consultant and/or City deliverables for each Milestone, and establishing the amount of Grant Funds to be disbursed by Metro upon satisfactory completion of each Milestone. The Parties agree that once the Milestones are supplemented and revised by the Project Managers in accordance with this subsection, **Exhibit C** shall be automatically amended and the revised Milestones will become final and binding on the Parties unless and until later amended as allowed under paragraph 10 of this Agreement.
- (c) Project Committee(s). The Project Managers will jointly determine the role of the Project steering/technical/advisory committee(s), if any, and the composition of such committees or other bodies. Metro's Project Manager will participate as a member of any such committee.

4. City Responsibilities. The City shall perform the work on the Project described in the Grant Request, and as specified in the Milestones, subject to the terms and conditions specified in this Agreement.

- (a) Use of Grant Funds. The City shall use the Grant Funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the Milestones as set forth in this Agreement. In the event that unforeseen conditions require adjustments to the Project scope, approach, or schedule, the City shall obtain Metro's prior written approval before implementing any revisions to the Project.
- (b) Consultant Contract(s). After the Project Managers have selected the consultant team and completed a revision of the Milestones as described above in section 3, the City shall enter into a contract(s) with the selected consultant team to complete the work as described in the Milestones

as revised. The contract(s) entered into by the City shall reference this agreement and reflect the Scope of Work and the Milestones, as revised.

- (c) Submittal of Grant Deliverables. Within 30 days after completing each of the Milestones, the City shall submit to Metro all required deliverables for such Milestone, accompanied by an invoice describing in detail its expenditures as needed to satisfy fiscal requirements. Deliverables must be submitted to Metro as outlined in the Milestones, as revised; the City shall not submit additional deliverables and invoices to Metro for later Milestones until Metro has reviewed and approved all prior deliverables under paragraph 5 of this Agreement.

5. Metro Responsibilities. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET grant commitments. Metro shall facilitate successful implementation of the Project and administration of Grant Funds as follows:

- (a) Advisory Role. The Metro Project Manager shall take an active role as part of the Project Advisory Team and at the request of the City Project Manager will review and comment on draft project documents to communicate any concerns prior to the formal submission of the deliverables for each Milestone.
- (b) Review and Approval of Grant Deliverables. Within 15 days after receiving the City submittal of deliverables as set forth in the Milestones (as revised), Metro's Project Manager shall review the deliverables and either approve the submittal, or reply with comments and/or requests for further documentation or revisions that may be necessary. The Metro Project Manager shall determine whether the deliverables submitted are satisfactory in meeting the Scope of Work and the applicable Milestones.
- (c) Payment Procedures. Subject to the terms and conditions in this Agreement, Metro shall reimburse the City for its eligible expenditures for the applicable deliverable as set forth in Revised Exhibit C within 30 days following the Metro Project Manager's approval of deliverables, invoices and supporting documents.

6. Project Records. The City shall maintain all records and documentation relating to the expenditure of Grant Funds disbursed by Metro under this Agreement, as well as records and documentation relating to the financial match being provided by the City for the Project. Records and documents described in this section shall be retained by the City for three years from the date of completion of the Project, expiration of the Agreement or as otherwise required under applicable law, whichever is later. The City shall provide Metro with such information and documentation as Metro requires for implementation of the grant process. The City shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the Grant Funds were expended, including records demonstrating how City matching funds were expended.

7. Audits, Inspections and Retention of Records. Metro, together with its auditors and representatives, shall have reasonable access to and the right to examine all City records with respect to all matters covered by this Agreement during normal business hours upon three business days' prior written notice to the City. The representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by the City and all of their contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

8. Term. Unless otherwise terminated under paragraph 9, this Agreement shall be effective on the last date it is executed by the parties below, and shall be in effect until all Milestones and deliverables have been completed, all required documentation has been delivered, and all payments have been made as set forth in the Milestones, as revised.
9. Termination. Metro may terminate this Agreement and cancel any remaining Grant Fund payments upon a finding by the Metro Chief Operating Officer that the City has abandoned its work on the Project or is otherwise not satisfying its obligations under this Agreement regarding the requirements of the grant.
10. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.
11. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and the City.
12. Waiver. The Parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the Grant Funds.
13. Authority. City and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the City and Metro to authorize the execution of this Agreement; and that the persons signing this Agreement have full power and authority to sign for the City and Metro, respectively.
14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute a single document. Electronic signatures, as well as copies of signatures sent by facsimile or electronic transmission, shall be deemed original signatures for all purposes and shall be binding on the Parties.

[Signature Page Follows]

METRO

THE CITY OF WILSONVILLE

By: _____
Marissa Madrigal
Chief Operating Officer

By: _____
City Representative

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
Carrie MacLaren
Metro Attorney

By: _____
City Attorney

Date: _____

Date: _____

- Attachments:
Exhibit A – Grant Request
Exhibit B – Consultant Scope of Work
Exhibit C – Schedule of Milestones

Project: Basalt Creek Code Assessment and Infrastructure Funding Strategy**Funds requested:** \$170,000**Project purpose and regional impact**

1. Describe the proposed project and the specific goals for the work. Who are the project partners, if any, and why is this work a priority? Explain how the project will advance industrial site readiness and whether it will address site-specific, industry-specific, or obstacle-specific barriers. Identify any designated Employment Areas (per Metro's 2040 Growth Concept map) that will be impacted by this project. Describe how impacted communities will be engaged in the project and how their needs and priorities will be incorporated into resulting plans and strategies.

The Basalt Creek Concept Plan (BCCP) area was brought into the Urban Growth Boundary (UGB) in 2004 and the BCCP adopted in 2018 to set the framework for future industrial development in this area between north Wilsonville and south Tualatin. The entirety of the BCCP, including Wilsonville's portion impacted by this project, is designated Employment land on Metro's 2040 Growth Concept map and Industrial area on Metro's Title 4 Industrial and Other Employment Areas map.

While Wilsonville has completed some of the implementation actions for the City's portion of the BCCP, two remaining critical pieces are essential to move Basalt Creek to industrial development-ready status:

- First, to assess the City's Code to assure that zoning meets the overall planning objectives for Wilsonville's newest industrial area and enables development of the use categories envisioned in the BCCP – High Tech Employment, Craft Industrial, and Light Industrial; and
- Second, detailed analysis of urban services – transportation and wet infrastructure – and an infrastructure funding plan to support the envisioned industrial development.

The proposed project will accomplish both of these implementation actions, addressing the full spectrum of industrial land readiness in Basalt Creek, from an industry-wide, holistic perspective to a granular site-specific level, identifying barriers, as well as implementation measures, to achieve the envisioned development.

Wilsonville City Council 2021-2023 Goals, specifically Goal 4, prioritized attracting high-quality industry and economic opportunity to Wilsonville. Strategies included advancing recruitment in and expansion of the City's industrial areas, developing a land aggregation strategy and conducting outreach with property owners to explore long-term plans in the Basalt Creek and Coffee Creek UGB areas, and conducting outreach to help the City prioritize infrastructure investments to expedite private investment.

City Council Goals for the 2023-2025 biennium re-emphasize this commitment to attracting high-quality industry and supporting "economic opportunity for all in Wilsonville," as well as "increasing investment in industrial areas" and "developing a strike fund to pursue development opportunities for high value properties aligned with the City's economic development goals." The proposed project directly aligns with City Council Goals by propelling Basalt Creek from concept to being poised for development and adding hundreds of acres of development-ready industrial land inventory – a huge asset to Wilsonville, the larger Metro region and the State of Oregon.

The City is committed to engaging residents, businesses, property owners, and other stakeholders in planning and decision making that impacts them, and to increasing and supporting the involvement of historically underrepresented community members through consistent, fair, and accessible public

engagement activities that encourage participation by all members of the community. Demonstrating alignment on the issue of broader and more meaningful public engagement, at the conclusion of Latinx-specific public engagement for middle housing in 2021, a Metro grant-funded activity, the City used remaining monies to develop the Wilsonville Framework for Inclusive Engagement. This provides a foundation on which City outreach and involvement efforts can be based across a variety of projects to substantially increase diversity, equity, and inclusion in decisions. City staff looks forward to applying the guidance of the Framework as a foundation for public outreach for this project to engage in conversations about how best to achieve employment opportunities for a diverse residential base and business opportunities for the wide range of industrial users envisioned in the BCCP area. In addition, the City's Diversity, Equity and Inclusion (DEI) Committee will be engaged to further broaden the discussion.

Other partners, in addition to the Wilsonville Planning Commission, City Council, and community members such as industrial users, property owners, business owners, entrepreneurs, and employees, include Business Oregon, which is funding part of this project, Metro, Washington County, and the City of Tualatin. Representatives of these entities, as appropriate, will be involved or invited to participate in various capacities throughout the project.

The uses envisioned by Wilsonville for Basalt Creek, including High Tech Employment, Craft Industrial, and Light Industrial, closely align with the competitive industry clusters identified in the Greater Portland Comprehensive Economic Development Strategy (CEDS): Computer and Electronics, Software, Apparel and Outdoor, Metals, Food and Beverage, Clean Tech, and Design and Media. Sites that are 40+ contiguous acres in size, under single ownership, with easy access to major transportation corridors including Interstate-5 and -205, and zoned for industrial uses such as those identified in the CEDS, are rare within the Portland Metro UGB.

Once served by utilities and appropriate transportation infrastructure, sites in Basalt Creek will offer prime locations for these industries with the added advantage of proximity to an ample tech workforce in Wilsonville. Craft industrial in particular, but all uses as envisioned in Basalt Creek on a broader scale, address the desire expressed in the CEDS to scale up small businesses, support entrepreneurs, enhance existing infrastructure and shared assets between industries, and foster new technological innovations across industry sectors, benefitting the entire Metro region.

Metro and the City of Wilsonville have cooperatively worked on many successful planning projects during which the City has been an able and committed partner. The City is eager to carry on this tradition with the Basalt Creek Code Assessment and Instructure Funding Strategy project through specific, achievable, and impactful outcomes that will propel the City's portion of the BCCP from conceptual to development-ready.

Community demographics

2. Provide demographic information including race, ethnicity, age, and income of the neighborhood or community that will be affected by the project. Indicate the data source and describe how the project geography relates to the data provided. If appropriate, include not only residential data but also relevant information (even if anecdotal) regarding local businesses, employers, or commercial districts.

Wilsonville's portion of the BCCP includes roughly 255 gross acres, 137 developable acres, and a potential buildable area of 2.08 million square feet. It is bounded on the north by the Basalt Creek Parkway and Tualatin's portion of the BCCP area; to the east by Interstate-5; to the south by commercial and industrial uses in the Coffee Creek Industrial area; and to the west by the Coffee Creek Correctional

Facility and West Railroad Industrial area. The Basalt Creek area is located in Metro Council District 3, represented by Councilor Gerritt Rosenthal.

This unincorporated area is designated Industrial on Wilsonville's Comprehensive Plan map and zoned Washington County Future Development-20 Acre (FD-20). Current uses include a mix of low density residential, low intensity agriculture, outdoor industrial (contractor's establishments), an electrical substation, natural area (Basalt Creek canyon), and vacant land (greenfield).

The City's Fiscal Year 2023-24 Budget includes the following demographic information from the 2020 US Census, except as otherwise noted:

- Population (PSU Population Research Center July 2022 est.): 27,414
- Registered Voters (Clackamas and Washington Counties Elections): 16,837; Voted in November 2020: 87%
- Median Age: 37; Male 11,201, Female 13,212
- Adult Education Level: High School or Higher 96%; Bachelor's Degree or Higher 45%
- Race: White 80%; Hispanic 13%; Asian 4%; Black or African American 2%; Other 1%
- Total Households: 9,685; Average Household Size: 2.37
- Households by Income Level (based on the HUD Median Family Income (MFI) for Clackamas County and the ACS household income distribution for Wilsonville: Less than \$34K 20%; \$34K-\$57K 14%; \$57K-\$92K 20%; \$93K-\$137K 21%; More than \$137K 25%

A total of 1,102 business licenses were issued by the City in 2022. Estimated number of employees is 17,311 and estimated annual payroll is \$1.2 billion.

Data compiled by Matt Lorenzen, Wilsonville's Economic Development Manager, illustrates the strength of the City's industrial workforce. The industry cluster in Wilsonville with the highest relative concentration is Electric/Electronics Manufacturing, which employs 2,210 workers in the region with an average wage of \$121,997. Employment in the Electric/Electronics Manufacturing cluster is projected to expand in the region about 0.9% per year over the next ten years. The largest sector in Wilsonville is Manufacturing, employing 3,915 workers. The next-largest sectors in the region are Wholesale Trade (2,803 workers) and Professional, Scientific, and Technical Services (2,313). Due to its location, Wilsonville draws upon the laborshed of both the Portland and Salem Metropolitan Statistical Areas (MSAs).

Team capacity and experience

3. Identify the roles that lead government staff and key project partners, if any, will play to implement the project and describe their qualifications and experience. Identify the roles and necessary expertise of any consultants to be hired with grant funds.

Wilsonville's project team includes staff in three key areas within the Community Development Department – Planning, Engineering, and Economic Development.

- Cindy Luxhoj AICP, Associate Planner, is the City's designated project manager. Ms. Luxhoj has over 30 years of experience in long-range and current planning in both the public and private sectors. She managed the BCCP and Linking Tualatin projects while an Associate Planner for the City of Tualatin and has extensive project and grant management experience in the private sector. Since joining the Wilsonville Planning Division in 2019, Ms. Luxhoj has managed land use review for three of the four industrial projects in the Coffee Creek Industrial area, south of the BCCP, and is versed in the nuances of the Coffee Creek Industrial Design Overlay District (DOD;

form-based code (FBC)) and accompanying Pattern Book. She is leading the Coffee Creek Assessment project, a separate but complimentary evaluation for the FBC that will result in refinement of the Coffee Creek Industrial DOD as well as inform the discussion of appropriate zoning for Basalt Creek.

Other key staff who will collaborate with Ms. Luxhoj on this project include:

- Matt Lorenzen, MPA, CEcD, Economic Development Manager
- Amy Pepper, PE, Development Engineering Manager
- Miranda Bateschell, Planning Director
- Daniel Pauly, AICP, Planning Manager

As stated earlier in this application, in addition to City staff, the Wilsonville Planning Commission, City Council, and community members, particularly industrial users, property owners, business owners, entrepreneurs, and employees will contribute their perspectives as project partners. Business Oregon, which is funding part of this project, Metro, Washington County, and the City of Tualatin will be involved or invited to participate in various capacities.

The City's adopted FY2023-24 Budget allocates up to \$85,000 to Basalt Creek planning and implementation, including City staff time to manage the efforts of the consultant team selected for this project; however, consultant costs are expected to be funded through grant awards. Desired consultant expertise includes, at a minimum, familiarity with:

- industrial land readiness and the needs of industrial users,
- industrial zoning assessment and drafting code amendments,
- community outreach and stakeholder engagement,
- infrastructure evaluation and study preparation,
- identifying strategies and options to fund construction of transportation and wet infrastructure,
- infrastructure funding plan development, and
- urban renewal feasibility.

Achievable outcomes

4. What is the extent of the project team's authority to implement your proposed project, make policy, or commit investments? What governing bodies, organizations, or private parties will have to act to ultimately deliver project results? Describe how these influential entities or sponsors will be informed or involved over the course of the project to cultivate their support so that the project outcomes are achieved.

Wilsonville's project team, led by Cindy Luxhoj AICP, has the authority to manage the proposed project, including scheduling, overseeing efforts of consultants hired to perform the identified tasks, budgeting, and efficient and timely completion of the work. The Planning Commission and City Council will provide policy direction and guidance to staff throughout the project at work sessions, with the City Council having ultimate authority to adopt code amendments and approve project deliverables, such as the infrastructure study and funding plan and urban renewal feasibility study documents.

City staff use a highly collaborative and integrative process in our planning work. We engage the entire community, both internal and external, from governing bodies to individual community members, in conversation about what is important and how ideas can be realized and needs met within the broader context of planning for a specific geographic area. Consistent with the City's track record on previous projects, staff anticipates achieving milestones for this project by engaging all interested individuals and groups throughout the planning process from kick-off to implementation, thus delivering realistic and realizable outcomes that all parties are invested in and proud of accomplishing.

Scope of work

5. Succinctly outline your approach to the project and the major project elements and deliverables you envision. Provide a bulleted list outline of the components or phases of work, the tasks and partners involved in each phase or element, the key work products, and the general timeframe to complete the project.

City staff has identified eight key tasks to accomplish the overarching goal of bringing Wilsonville's portion of Basalt Creek to an industrial development-ready status, thereby realizing the vision and planning objectives of the BCCP. Tasks 1 through 5 will achieve the first critical code assessment and amendment step, while Tasks 6 through 8 achieve the second implementation piece of infrastructure analysis and funding to support the envisioned industrial development.

- Funded by Business Oregon Grant Award with City Match for Project Management:
 - Task 1: Assess Coffee Creek Form-based Code
 - Task 2: Assess Planned Development Industrial (PDI) Code
 - Task 3: Conduct Community Outreach to Inform Code Assessment
 - Task 4: Determine Policy Direction
 - Task 5: Develop Code Amendments
- Funded by Metro Industrial Land Readiness Grant with City Match for Project Management:
 - Task 6: Adopt Code Amendments
 - Task 7: Conduct Infrastructure Study
 - Task 8: Develop Infrastructure Funding Plan
 - Task 9: Conduct Urban Renewal Feasibility Study

Task 1 involves two distinct sub-tasks. The City has already initiated the first sub-task, evaluating the Coffee Creek FBC to determine whether it is achieving its desired outcomes five years after its adoption in 2018. This will result in refinement of the Coffee Creek standards to better facilitate the land use review process for future industrial projects with code amendment adoption anticipated in March-April 2024. The second sub-task, to be completed by consultants hired with Business Oregon grant funds, will apply lessons learned in Coffee Creek to discussion of appropriate zoning for the BCCP to determine the suitability of adapting the Coffee Creek FBC and Pattern Book as a baseline for zoning in Basalt Creek. The key deliverable for this second sub-task is a memo summarizing findings and identifying potential code amendments to adapt the FBC to the BCCP area.

Task 2 through 5 will be completed by consultants hired with Business Oregon grant funds. Task 2 will determine whether the vision of the Basalt Creek Concept Plan, specifically High-Tech Employment, Light Industrial, and Craft Industrial designations, can be met using the City's existing Planned Development Industrial (PDI) zoning district. A memo summarizing this assessment is the key deliverable for this task. Task 3 will include stakeholder discussions and community outreach to inform the code assessments in Tasks 1 and 2 following the guidance of the Wilsonville Framework for Inclusive Engagement. The key deliverable for this task is a memo outlining results of the engagement process. Task 4 will analyze and synthesize information gathered in Tasks 1 through 3 to determine policy direction and whether the base PDI zone or an overlay zone is most appropriate to enable development of the use categories envisioned in the BCCP. The key deliverable is a memo outlining the results of this synthesis. Task 5 will develop draft code amendments to put the appropriate zoning in place in the Basalt Creek area. The key deliverable, a memo, will outline recommended amendments, including a FBC and Pattern Book, if this is the chosen course of action or, alternatively, amendments to the PDI zone.

Tasks 6 through 9 will be completed by consultants hired with Metro grant funds, if awarded. Task 6 will take the code amendments developed in Task 5 through final adoption by City Council and integration into the City's Development Code. Task 7 will build on the Transportation Refinement Plan, transportation and wet infrastructure analyses in the Basalt Creek Concept Plan, and supporting studies, such as the Basalt Creek Utility Infrastructure Concept Plan, to determine infrastructure location and sizing needed to efficiently and effectively serve future industrial users in this area. The key deliverable of this work will be an infrastructure study document. Based on the information collected in Task 7, Task 8 will identify primary strategies and options to fund construction of the transportation and wet infrastructure required in the BCCP, including alternatives, tools, and approaches that could be implemented over time to provide equitable distribution of the costs and benefits of essential infrastructure. These recommendations will be presented in an infrastructure funding plan document. Finally, Task 9 will explore the feasibility of urban renewal as a funding source, with the key deliverable being an urban renewal feasibility study document.

All identified tasks will involve presentations to Planning Commission and City Council at key points in the process to seek direction and guidance, as well as engaging the community and stakeholders to formulate recommendations and inform the process.

Estimated timeline to completion for Tasks 6 through 9 is two years from funding award, roughly fall 2025, subject to staff and consultant workload and scheduling constraints.

Proposed project budget

6. Use the budget template provided to show the estimated project costs by major phase or component. The budget table should align with the project scope of work and include major tasks or elements identified in question #5. Indicate estimated costs for consultant work as well as other direct project expenses. In the space below, describe the methodology used for estimating project costs, and identify any additional funds (if any) that have been pledged by project partners or other sources.

As detailed in the proposed project budget, the total estimated cost for this project is \$337,500, including \$270,000 in grant funding and \$67,500 in City staff time for project management and consultant oversight. Cost estimates are based on the City's prior experience with recent planning projects elsewhere in Wilsonville, such as Coffee Creek, Town Center, and Frog Pond East and South, adjusted to apply to the BCCP area.

Of the \$270,000 grant request, \$100,000 is already funded to complete Tasks 1 through 5 of the project by award of Industrial Lands Technical Assistance Grant monies from the Business Oregon Strategic Reserve Fund. A contract has been executed with Business Oregon and funds are available immediately to proceed with completing the code assessment and an initial draft of code amendments. The preliminary timeline anticipates presentation of draft code amendments to Planning Commission and City Council in June-July 2024, based on a deadline to expend all funds from this grant source by August 31, 2024.

The City's grant funding request to Metro is for the remaining balance of \$170,000, which will enable completion of the critical implementation steps in Tasks 6 through 9, taking the code amendments through refinement and adoption, completing the infrastructure analysis, and identifying funding strategies.

The entire project, collaboratively funded by Wilsonville, Business Oregon, and Metro, will propel Basalt Creek from concept to poised for development, adding hundreds of acres of development-ready industrial land inventory – a huge asset to both Wilsonville and the larger Metro region.

**2040 Planning and Development Grant Application
Proposed project budget | All Application Types**

Project Name: Basalt Creek Code Assessment and Infrastructure Funding Strategy

Grant Funds Requested: \$170,000

Other Funds Pledged: \$40,000 (City Staff Match)

PROJECT COMPONENT (Phase, element, deliverable, etc.)	CONSULTANT FEES	CBO PARTICIPATION AND/OR COMMUNITY LIAISON	OTHER DIRECT PROJECT COSTS	TOTAL
			City Match for Project Management:	
Funded by Business Oregon Grant Award:				
Task 1: Assess Coffee Creek Form-based Code	\$ 10,000		\$ 5,000	\$ 15,000
Task 2: Assess Planned Development Industrial (PDI) Code	\$ 5,000		\$ 2,500	\$ 7,500
Task 3: Conduct Community Outreach to Inform Code Assessment	\$ 10,000		\$ 5,000	\$ 15,000
Task 4: Determine Policy Direction	\$ 20,000		\$ 5,000	\$ 25,000
Task 5: Develop Code Amendments	\$ 55,000		\$ 10,000	\$ 65,000
Subtotal Tasks 1 through 5	\$ 100,000		\$ 27,500	
Funded by Metro Industrial Land Readiness Grant, if awarded:				
Task 6: Adopt Code Amendments	\$ 25,000		\$ 5,000	\$ 30,000
Task 7: Conduct Infrastructure Study	\$ 40,000		\$ 15,000	\$ 55,000
Task 8: Develop Infrastructure Funding Plan	\$ 55,000		\$ 10,000	\$ 65,000
Task 9: Conduct Urban Renewal Feasibility Study	\$ 50,000		\$ 10,000	\$ 60,000
Subtotal Tasks 6 through 9	\$ 170,000		\$ 40,000	
TOTAL PROJECT BUDGET				\$ 337,500



August 8, 2023

Serah Breakstone
Metro 2040 Planning & Development Grants Manager
Cycle 11 Grants – Industrial Land Readiness

**RE: Basalt Creek Code Assessment and Infrastructure Funding Strategy
2040 Planning & Development Grants Application**

Dear Ms. Breakstone and Members of the Grant Review Committee:

This letter serves to express the City of Wilsonville’s commitment to the planning effort outlined in Wilsonville’s Basalt Creek Code Assessment and Infrastructure Funding Strategy submittal for the Industrial Land Readiness category of Metro 2040 Cycle 11 Grants.

The Basalt Creek Concept Plan area was brought into the Urban Growth Boundary in 2004 and the Concept Plan adopted in 2018 to set the framework for future industrial development in this area between north Wilsonville and south Tualatin. While Wilsonville has completed some of the implementation actions for the City’s 255-acre portion of Basalt Creek, two critical pieces remain that are essential to moving Basalt Creek to industrial development-ready status:

First, to assess the City’s Code to assure that zoning meets the overall planning objectives for Wilsonville’s newest industrial area and enables development of the desired use categories – High Tech Employment, Craft Industrial, and Light Industrial.

And second, detailed analysis of urban services – transportation and wet infrastructure – and an infrastructure funding plan to support the envisioned development.

Wilsonville City Council 2021-2023 Goals, specifically Goal 4, prioritized attracting high-quality industry and economic opportunity to Wilsonville. Strategies included advancing recruitment in and expansion of the City’s industrial areas, developing a land aggregation strategy and conducting outreach with property owners to explore long-term plans in the Basalt Creek and Coffee Creek UGB areas, and conducting outreach to help the City prioritize infrastructure investments to expedite private investment.

City Council Goals for the 2023-2025 biennium re-emphasize this commitment to attracting high-quality industry and supporting “economic opportunity for all in

Wilsonville,” as well as “increasing investment in industrial areas” and “developing a strike fund to pursue development opportunities for high value properties aligned with the City’s economic development goals.” The Basalt Creek Code Assessment and Infrastructure Funding Strategy directly aligns with City Council Goals by propelling Basalt Creek from concept to being poised for development and adding hundreds of acres of development-ready industrial land inventory to the UGB – a huge asset to Wilsonville, the larger Metro region and the State of Oregon.

The City is committed to engaging residents, businesses, property owners, and other stakeholders in planning and decision making that impacts them, and to increasing and supporting the involvement of historically underrepresented community members through consistent, fair, and accessible public engagement activities that encourage participation by all members of the community. Demonstrating alignment on the issue of broader and more meaningful public engagement, at the conclusion of Latinx-specific public engagement for middle housing in 2021, a Metro grant-funded activity, the City used remaining monies to develop the Wilsonville Framework for Inclusive Engagement. This provides a foundation on which City outreach and involvement efforts can be based across a variety of projects to substantially increase diversity, equity, and inclusion in decisions. We look forward to following the guidance of the Framework for this project to engage in conversations about how best to achieve employment and business opportunities for a diverse group of industrial users envisioned in the Basalt Creek Concept Plan area.

In this grant application, Wilsonville is presenting a compelling project concept with specific, achievable, and impactful outcomes that will move the City’s portion of the Basalt Creek Concept Plan area from concept to development ready. Sites that are 40+ contiguous acres in size, under single ownership, with easy access to major transportation corridors including Interstates 5 and 205, and zoned for industrial uses such as those in the Concept Plan area are rare within the Portland Metro UGB.

Once served by utilities and appropriate transportation infrastructure, sites in Basalt Creek will offer prime locations for industrial development with the added advantage of proximity to an ample tech workforce in Wilsonville. Craft industrial in particular, but all uses as envisioned in Basalt Creek on a broader scale, address the needs identified in the Greater Portland Comprehensive Economic Development Strategy to scale up small businesses, support entrepreneurs, enhance existing infrastructure and shared assets between industries, and foster new technological innovations across industry sectors, benefitting the entire Metro region.

The City’s adopted FY2023-24 Budget allocates funds targeted specifically for Basalt Creek planning and implementation, including managing the efforts of the consultant team selected for this work. The total estimated budget for this project is \$337,500, including \$270,000 in grant funding and \$67,500 in City staff time. Of the \$270,000 grant request, \$100,000 is already funded through an Industrial Technical Assistance Grant award through Business Oregon to complete most of the first critical step of Code assessment and drafting Code amendments. Our grant funding request to Metro of \$170,000 will enable us

to take the Code amendments through adoption, as well as complete the second critical implementation step of infrastructure analysis and identifying funding strategies.

Metro and the City of Wilsonville have cooperatively worked on many successful planning projects during which the City has been an able and committed partner. The City is eager to carry on this tradition with the Basalt Creek Code Assessment and Infrastructure Funding Strategy Project.

Please feel free to contact Miranda Bateschell, Planning Director, at 503-570-1581; bateschell@ci.wilsonville.or.us, with any questions about this grant application. Thank you for your consideration.

Sincerely,



Mayor Julie Fitzgerald

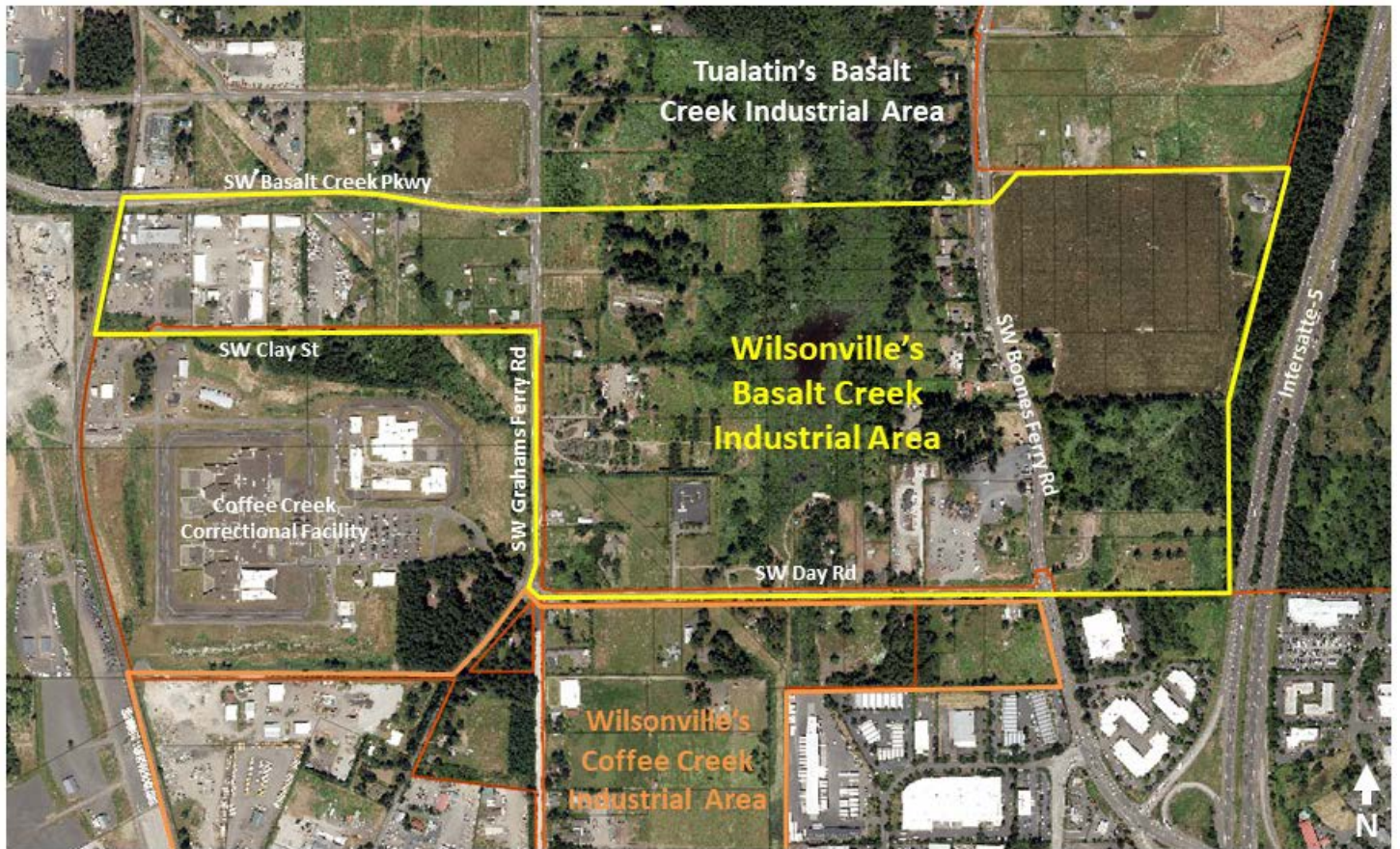


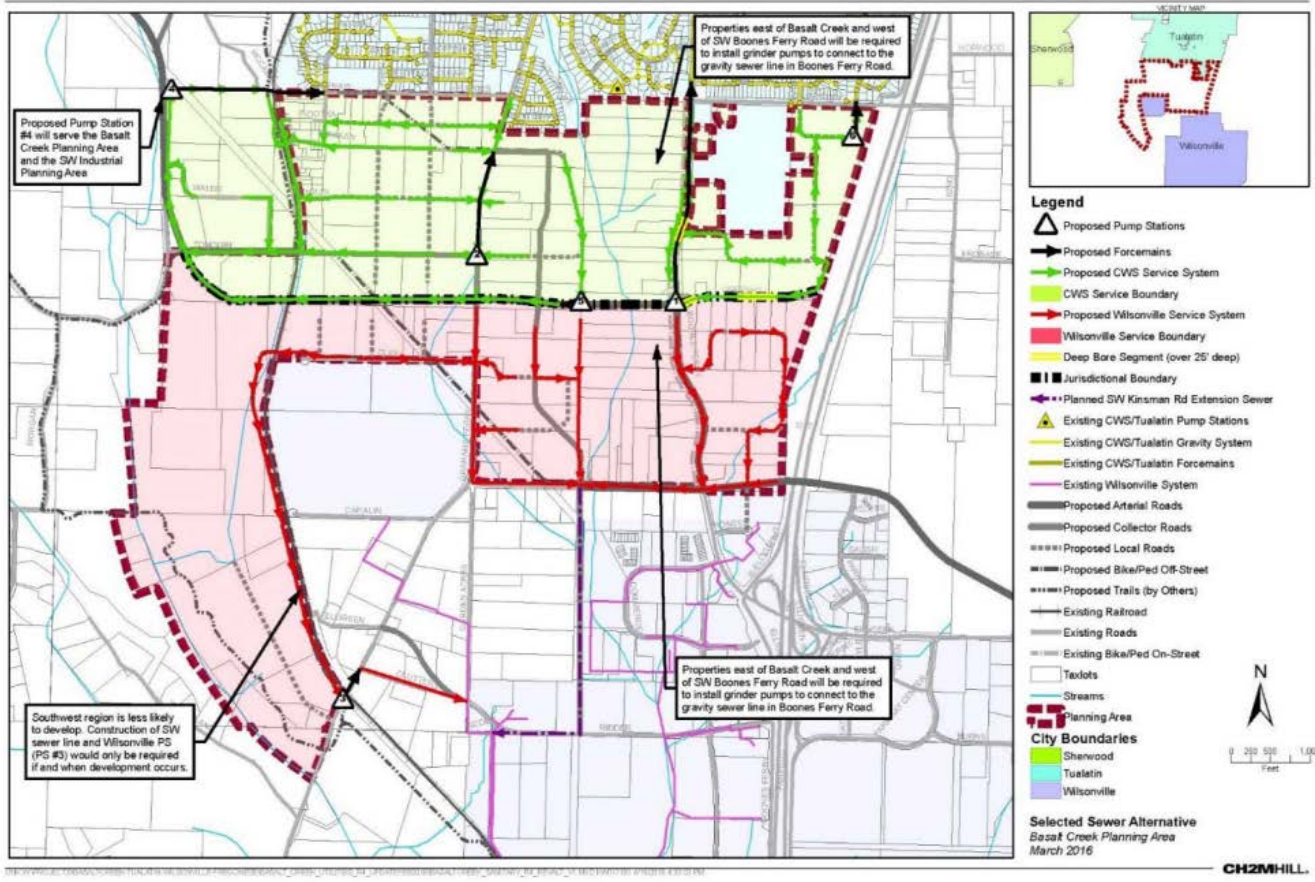
Bryan Cosgrove, City Manager

Basalt Creek Concept Plan Area – Regional Context



Wilsonville's Basalt Creek Industrial Area – Geographic Extent





(See next page for additional information)

Basalt Creek Area – Major Transportation Infrastructure Projects



Project	Description	Cost
1. Basalt Creek Parkway Extension	Basalt Creek Parkway Extension from Grahams Ferry Road to Boones Ferry Road	\$ 1.93 M
2. Basalt Creek Trail Projects	2 trails: Basalt Creek Canyon and I-5 Easement	\$ 6.44 M
3. Widen Boones Ferry Road to 5 lanes:	Widen Boones Ferry Road between Basalt Creek Parkway and Day Road to five lanes	\$ 6.96 M
4. Widen Grahams Ferry Road to 3 lanes	Widen Grahams Ferry Road between Basalt Creek Parkway and Day Road to three lanes with bike lanes, sidewalks, and transit improvements	\$ 6.96 M
5. Boones Ferry Road/95 th Avenue	Implement access controls on Boones Ferry Road between Day Road and 95 th Avenue to improve safety and add capacity.	\$ 3.22 M
6. Basalt Creek Parkway Overcrossing:	Extend Basalt Creek Parkway over I-5 as a four-lane roadway	\$ 48.96 M
7. Day Road Overcrossing	Extend Day Road over I-5 to Elligsen Road as four-lane roadway	\$ 51.53 M
8. Dual Southbound Right Turn Lanes	Add a second southbound right turn lane on the I-5 off-ramp at Boones Ferry Road	\$ 0.64 M
9. Pioneer Court Extension	Extend Pioneer Court to the north, approximately 1,000 feet north of Day Road, connect to Boones Ferry Road to the west	\$ 10.31 M
Total		\$136.95 M

Source: Urban Renewal Strategic Plan, 2022

Project Narrative

A. Goals and Objectives.

A Wilsonville City Council goal for 2023-2025 is to "Attract high-quality industry and support economic opportunity for all in Wilsonville". Expected outcomes from this goal are increased economic opportunity for all and increased investment in industrial areas.

The goal of this project is to provide the necessary information to guide the City in meeting this goal and further setting thoughtful economic development policies and strategies.

Changes in economic trends at the national, state, regional, and local levels have occurred since Wilsonville's last EOA in 2012. This project will provide pertinent technical information and community engagement necessary for Wilsonville to best set new economic development policies and strategies.

The City is initiating a focused planning effort for the Basalt Creek Industrial Area on the north end of the City. This effort is funded through a combination of grants from Business Oregon and Metro totaling \$270,000. This planning effort will carefully examine the infrastructure needs and implementation, as well as the appropriate zoning approach, to make the land ready for industrial development. The additional scope proposed with this request will be a complementary Citywide Economic Opportunities Analysis and Economic Development Strategy to build on this area-specific work with the analysis of land and infrastructure availability, business sector needs, and community engagement.

Together the area-specific work and Citywide Economic Opportunities Analysis and Economic Development Strategy will inform related sections of a full Comprehensive Plan update scheduled to immediately follow, as well as give the City valuable information on availability and needs of employment land. The updated employment-related portions of the Comprehensive Plan, as well as the economic development strategies, will provide the City and partners quality information to thoughtfully push forward economic prosperity for the community and region.

Objectives

1. Develop cohesive and inclusive community and stakeholder-based policies and strategy for long-term, continued economic development within the City;

Identify strategies to provide opportunities for businesses of different sizes and types, particularly those owned by populations historically underrepresented in Wilsonville's business community.
2. Identify strategies on economic development and job creation over the coming decades that best serve a diverse and inclusive workforce to support a diverse and resilient employer base.

3. Update analysis of the City's economic data to understand employment growth rates by sector over the next 20 years.
4. Analyze employment trends and whether the City has the appropriate range of suitable employment sites to accommodate the expected share of regional growth over the coming years.
5. Update and analyze the City's inventory of vacant and partially vacant industrial and commercial land, and potential sites for redevelopment/reuse within the City's urban growth boundary including underutilized surface parking lots.
6. Develop recommended policies for the Economic Element of the Comprehensive Plan for inclusion in the next Comprehensive Plan update.
7. Develop other economic development strategies for City consideration beyond the scope of the Comprehensive Plan.

B. Products and Outcomes.

The project, which includes the products below, will have an important impact on the Wilsonville community and region. By identifying available land and anticipated industries and engaging diverse members of the community, the City will be able to more thoughtfully plan and prepare for **development** to support **economic prosperity**. The efforts from the updated policies and strategies will continue to lead to job growth and economic prosperity benefiting **livability** of the community. Examination of policies will lead to the City reviewing its regulations around industrial and commercial development resulting in likely **regulatory streamlining**. A major focus of the project will be to engage historically marginalized communities of color, both employees and business owners, as well as lower-income community members to help facilitate **socioeconomic gains**.

Product 1: Economic Trends Analysis/Employment Growth Memo. This memo will document a business and industry clusters analysis that depicts which specific businesses are already clustered in the market and those that are projected to grow or decline. The analysis will include a review of historic market absorption of jobs and sites by land use type and size/public facility requirements. The product will particularly look at trends and growth opportunities related to small businesses and increasing economic opportunity for historically marginalized communities of color and other priority populations for engagement.

Expected Outcome: Identification of economic opportunities, including target industry typologies, trends, employment growth, etc.

Product 2: Updated Buildable Lands Inventory. This product will review current land inventory; prepare a preliminary BLI map of vacant, partially developed, and underbuilt employment land; and work with partner agencies (Metro, County, State) to develop and verify reasonable capacity. It includes two draft and one final BLI map.

Expected Outcome: Thorough updated information on the availability of employment land within the City. This will complement the recently completed residential buildable lands inventory that is a part of the City's Housing Capacity Analysis.

Product 3: Site Suitability Analysis Memo. This product will relay an analysis of how the anticipated needs and trends from Product 1 relate to the available land in Product 2. It will specifically include analysis of site suitability for small and emerging businesses focused on historically marginalized communities of color and other priority populations for engagement.

Expected Outcome: A growing understanding of how future employment land supply relates to demand and specifically opportunities for historically marginalized community members.

Product 4: Economic Development Policies and Strategy Memo. This memo will memorialize the efforts to develop a list of recommended economic development policies for integration into a Comprehensive Plan update as well as the other strategies for the City's Economic Development team to pursue. Policies and strategies will include a focus on supporting the Latine population and other historically marginalized communities of color as well as other priority populations for engagement.

Expected Outcome: A thoughtful list of economic development policies and strategies, including those focused on historically marginalized communities of color, with additional context to guide their use and adoption into other documents and programs.

Product 5: Economic Opportunities Analysis. This product will incorporate information from previous products and, following draft review by the community, Planning Commission and City Council, City staff, and stakeholders, will be adopted by City Council.

Expected Outcome: An adopted document to guide policy decision for years to come related to land availability for employment and policies to encourage target industries and employment opportunities in general, especially for low income residents and historically marginalized communities of color.

Product 6: Equitable and Inclusive Community Engagement Plan and Engagement Actions. This product will begin with the City's Framework for Inclusive Engagement to development a comprehensive and targeted engagement strategy for the project to include, among others, historically underrepresented groups of both employees and business owners. Specific engagement events and actions will occur throughout the project based on the plan developed at the beginning of the project.

Expected Outcome: Gathering the stories and voices of the entire community, particularly those historically marginalized and most impacted by the decision, to have a

significant impact on the decision making as policies and strategies are formed.

Product 7: Project Management Meetings and Other Communications. This product will include a variety of meetings to coordinate between consultants, City staff, decision makers, and stakeholders over the duration of the project.

Expected Outcome: High quality regular communication to ensure the project stays on schedule and budget and meets the intended goals and objectives.

C. Equity and Inclusion Considerations.

The City has created project specific and tailored engagement programs that have increased engagement and influence of target communities for a number of recent projects supported by State and Metro grants including: Wilsonville Town Center Plan, Middle Housing in Wilsonville, Frog Pond East and South Master Plan, and Housing Our Future (HCA/HPS). The City also has adopted the Wilsonville Framework for Inclusive Engagement to provide a central framework to guide engagement on a variety of projects. Engagement as part of this project will continue momentum and take advantage of lessons learned in community engagement, as well as build on the guidance provided by the Framework.

The City has preliminarily identified the following priority populations for this project based on demographic information and information gained from prior planning efforts. This list will be refined early in the project as part of the Equitable and Inclusive Engagement Plan, based on the Wilsonville Framework for Inclusive Engagement. Overall, the project aims to remove barriers and ensure opportunities abound for all community members to realize socioeconomic gains.

Priority Populations:

- Latine employees and current and potential business owners. The City has a growing Latine population and, similar to recent planning projects, plans to focus outreach on this population. While the Latine population is a focus, based on current population in the community and projected growth, other recent projects have shown that efforts focused on the Latine community also engage other historically marginalized communities of color and populations with limited English proficiency. The engagement plan will confirm this approach and ensure efforts appropriately reach other communities of color including black or African American, Native American, and Pacific Islander communities, as well as different growing immigrant communities that include some members with limited English proficiency.
- Youth and young adults, which are or soon will be moving into jobs or business ownership.
- People with disabilities to remove barriers to their engagement in the economy.

- Lower income community members to understand barriers to engagement in the economy and looking to enable socioeconomic gains.

Specific Impacts and Outcomes:

- A deeper understanding of barriers to economic engagement.
- Understanding perceptions of the priority populations currently working in Wilsonville and what can be done to make it a more attractive and supportive place to work.
- Understanding what can be done to better facilitate growth of small and emerging businesses.
- Understanding that priority populations' needs and desires may differ from those traditionally understood and assumed and incorporating this perspective into City policies and strategies

Preliminary Strategies of Engaging the Priority Populations: (to be further refined as part of the engagement plan include}

- Community events where the priority populations are already present
- Social media outreach which includes requests for input and experiences, leveraging partners that have the target populations already engaged online
- Small focus groups, which include financial incentives such as gift cards for participants
- Lunch time presentations and discussions at employment sites
- Individual and small group interviews
- Project advisory council that includes representations of the priority populations
- Engagement of the City's Diversity, Equity, and Inclusion Committee that has representation of the priority populations and can connect with the broader populations
- Creating a conversation guide and training people to have conversations with their networks within the priority populations
- Partnering with local schools to engage in the classroom
- Engagement with the Chamber of Commerce and minority business groups such as the Hispanic Metropolitan Chamber

D. Work Program, Timeline & Payment.

Task 1. Economic Trends Analysis

The consultant, with assistance from the City, will complete a business and industry clusters analysis that depicts which specific businesses are already clustered in the market and those that are projected to grow or decline. The analysis will include a review of historic market absorption of jobs and sites by land use type and size/public facility requirements. The task will particularly look

at trends and growth opportunities related to small businesses and increasing economic opportunity for historically marginalized communities of color and other priority populations.

Schedule: July 2024 - September 2024
Products: Draft and Final Economic Trends/Analysis Memo

Task 2. Buildable Lands Inventory and Site Suitability Analysis

The consultant will review current land inventory; prepare preliminary BLI map of vacant, partially developed, and underbuilt employment land; and work with partner agencies (Metro, County, state) to develop and verify reasonable capacity. The City will provide feedback on each iteration. In addition, this task will analyze how the anticipated needs and trends from Task 1 relate the available land shown in the BLI. The analysis will specifically include a look at site suitability for small and emerging businesses focusing on historically marginalized communities of color and other priority populations.

Schedule: August 2024 - November 2024

Product: Draft and final Buildable Land Inventory map

Product: Draft and final Site Suitability Analysis Memo

Task 3. Economic Development Strategy and Policies

The consultant, with assistance from the City, will develop a list of recommended economic development policies for integration into a Comprehensive Plan update, as well as the strategies for the City's Economic Development team to pursue. Policies and Strategies will include a focus on supporting the Latine population and other historically marginalized communities of color and other priority populations.

Schedule: December 2024 - March 2025

Product: Draft and final Economic Development Policies and Strategy Memo

Task 4. Prepare Economic Opportunities Analysis (EOA)

This task will incorporate information from previous tasks and, following draft review by the community, Planning Commission and City Council, City staff, and stakeholders, put forward an Economic Opportunities Analysis document for adoption by Wilsonville's City Council. The EOA will incorporate a summary of inclusive engagement and its impact on the EOA.

Schedule: January 2025 - May 2025

Product: At least two draft EOA's for review, final EOA

Task 5. Equitable and Inclusive Engagement Plan and Actions

This Task will begin with the City's Framework for Inclusive Engagement to development a comprehensive and targeted engagement strategy for the project to include, among others, historically underrepresented groups of both employees and business owners. As outlined in Section C, the outreach will also include the Latine community, other historically marginalized communities of color, high- school age youth and young adults that will soon enter or have just entered the work force, individuals living with disabilities, and lower-income community members. The engagement will be concurrent and incorporated into other project tasks.

Schedule: July 2024 - May 2025

Product: Draft and final Equitable and Inclusive Engagement Plan

Product: Materials for each planned engagement action/event

Product: Summaries of each engagement action/event

Product: Draft and final summary engagement report and the impact on the project, to be incorporated into the main EOA document

Task 6. Project Management and Meetings

This task will include a variety of meetings to coordinate between consultants, City staff, decision makers, and stakeholders over the duration of the project.

Schedule: July 2024 - May 2025

Product: Meeting schedule, agendas, and meeting notes

Project Budget and Payment Schedule

Project Budget

	Total Consultant Cost	City Staff Time	Total Cost
Task 1 Economic Trends Analysis	\$ 17,500.00	\$ 18,000.00	\$ 35,500.00
Task 2 Buildable Lands Inventory and Site Suitability Analysis	\$ 25,000.00	\$ 18,000.00	\$ 43,000.00
Task 3 Economic Development Strategy and Policies	\$ 15,000.00	\$ 18,000.00	\$ 33,000.00
Task 4 Prepare Economic Opportunity Analysis	\$ 15,000.00	\$ 18,000.00	\$ 33,000.00
Task 5 Equitable and Inclusive Outreach	\$ 22,500.00	\$ 26,000.00	\$ 48,500.00
Task 6 Project Management and Meetings	\$ 25,000.00	\$ 52,000.00	\$ 77,000.00
TOTAL	\$ 120,000.00	\$ 150,000.00	\$ 270,000.00

Metro Contract 939064 - Exhibit B
February 13, 2024

Wilsonville Industrial Land Readiness (WILR) Project | City of Wilsonville

SCOPE OF WORK

Project 1: Basalt Creek Industrial Land Readiness

Task 1.1: Conduct Economic Inventory (Phase 1) Basalt Creek Concept Plan (BCCP) Area

Note: This task is included for context for the Metro grant, however is funded by a grant from Business Oregon.

This task, with assistance from the City, will complete an area-specific Economic Inventory, including but not limited to a business and industry cluster analysis that depicts which specific businesses are already clustered in the submarket and those that are projected to grow or decline. The analysis will also explore emerging industries and market trends, as well as review historic market absorption of jobs and sites by land use type and size/public facility requirements. Land absorption through speculative industrial development (where the end user may not be known during project development) should also be considered in this analysis. Based on the findings of the Economic Inventory, the deliverable will make recommendations for refinements to the Concept Plan land use concepts in order to maximize economic development opportunities in the BCCP area.

Deliverable:

Economic Inventory Phase 1 and Concept Plan Land Use Analysis Memo (Draft and Final)

Timeline

February 2024-May 2024

Estimated Consultant Cost (Funding Grant):

\$20,000 (Business Oregon)

Task 1.2: Update/Refresh Buildable Lands Inventory (BLI) and Site Suitability Analysis (Phase 1) BCCP Area

Note: This task is included for context for the Metro grant, however is funded by a grant from Business Oregon.

This task will build on the Buildable Lands Assessment, Land Suitability Analysis, and Land Capacity Analysis in the BCCP and technical appendices to update/refresh the BLI and Site Suitability Analysis for the Concept Plan area. Partner agencies (Metro, County, State) will be consulted to verify reasonable capacity. The City will provide feedback on each iteration. In addition, this task will

analyze how the anticipated needs and trends from Task 1.1 relate to the available land shown in the BLI. The analysis will specifically include a look at site suitability for land use concepts from the BCCP, as recommended for refinement through Task 1.1. Note site suitability in terms of infrastructure readiness is being reviewed separately. This task will focus on specific site features such as existing and planned access, location, site size, site geometry, site topography, and development restraints related to natural resources.

Deliverable:

BLI Map Phase 1 (Draft and Final)
Site Suitability Analysis Memo Phase 1 (Draft and Final)

Timeline

February 2024-May 2024

Estimated Consultant Cost (Funding Grant):

\$5,000 (Business Oregon)

Task 1.3: Assess Coffee Creek Form-based Code (Phase 1) BCCP Area

Note: This task is included for context for the Metro grant, however is funded by a grant from Business Oregon.

This task will apply lessons learned from the Coffee Creek Code Assessment project, completed separately by City staff, to a discussion of appropriate zoning for the BCCP area. This will determine the suitability of adapting the Coffee Creek Form-based Code (FBC) and Pattern Book as a baseline for zoning in Basalt Creek. The key deliverable for this task is a memo summarizing the discussion and identifying key considerations of adapting a FBC to the BCCP area, if this is the recommended course of action. This may be combined and done concurrently with Task 1.4.

Deliverable:

Coffee Creek Form-based Code Assessment Memo Phase 1 (Draft and Final)

Timeline

February 2024-June 2024

Estimated Consultant Cost (Funding Grant):

\$7,500 (Business Oregon)

Task 1.4: Assess Planned Development Industrial (PDI) Code (Phase 1) BCCP Area

Note: This task is included for context for the Metro grant, however is funded by a grant from Business Oregon.

This task will determine whether the land use vision of the BCCP, as refined based on Task 1.1., specifically High-Tech Employment, Light Industrial, and Craft Industrial designations, can be

achieved using the City's existing Planned Development Industrial (PDI) zoning district to guide development of the use categories envisioned in the Concept Plan. A memo summarizing this assessment and identifying key considerations of using the PDI zone in the BCCP area, if this is the chosen course of action, is the deliverable for this task. This may be combined and done concurrently with Task 1.3.

Deliverable:

PDI Assessment Memo Phase 1 (Draft and Final)

Timeline

February 2024-June 2024

Estimated Consultant Cost (Funding Grant):

\$5,000 (Business Oregon)

Task 1.5: Basalt Creek Property Owner Outreach and Interviews (Phase 1) BCCP Area

Note: This task is included for context for the Metro grant, however is funded by a grant from Business Oregon.

This task will involve reaching out to and checking in with as many Basalt Creek area property owners as possible to understand their current and future plans with their property. Feedback will be summarized in a memo to inform the overall project.

Deliverable:

Property Owner Outreach Memo Phase 1 (Draft and Final)

Timeline

March 2024-June 2024

Estimated Consultant Cost (Funding Grant):

\$15,000 (Business Oregon)

Task 1.6: Analysis of Future Development of Contractor Establishments in Basalt Creek (Phase 1) BCCP Area

Note: This task is included for context for the Metro grant, however is funded by a grant from Business Oregon.

A number of existing properties in Basalt Creek are classified as "contractor establishments", which often include small office uses, storage buildings, and gravel or paved storage/laydown yards. This task will build on Tasks 1.1 and 1.2 and look at the economics around the redevelopment potential and likely timeline for redevelopment of properties with these existing uses.

Deliverable:

Contractor Establishments Analysis Memo Phase 1 (Draft and Final)

Timeline

May 2024-August 2024

Estimated Consultant Cost (Funding Grant):

\$10,000 (Business Oregon)

Task 1.7: Determine Policy Direction (Phase 1) BCCP Area

Note: This task is included for context for the Metro grant, however is funded by a grant from Business Oregon.

This task will analyze and synthesize information gathered in prior tasks to determine policy direction and whether the base PDI zone, a hybrid code that blends existing regulations and procedures with new zoning and design guidelines, or a FBC overlay zone is most appropriate to guide development toward the use categories envisioned in the BCCP. This assessment will also discuss approaches the City may want to consider to encourage the envisioned development, such as more stringent Code standards, providing incentives for desired development in the Code, or developing economic development initiatives to achieve the vision. The key deliverable is a memo outlining the results of this synthesis.

Deliverable:

Policy Direction Memo Phase 1 (Draft and Final)
Planning Commission and City Council Work Sessions

Timeline

May 2024-August 2024

Estimated Consultant Cost (Funding Grant):

\$7,500 (Business Oregon)

Task 1.8: Draft Code Amendments and Adopt Final Code Amendments (Phase 1) BCCP Area

Note: This task is funded by the Metro grant

This task will identify the zoning code to apply to Basalt Creek as properties are annexed, and draft Basalt Creek specific Code amendments, including compliance findings, to put the appropriate zoning in place in the Concept Plan area. The key deliverable, a memo, will outline a complete package of recommended draft Code amendments and findings needed for adoption, including a Pattern Book, if a FBC is the chosen course of action.

The task then will prepare the final complete package of “hearings-ready” Code amendments and compliance findings, based on the previously developed draft amendments and findings,

needed to take the Code through final adoption with hearings before the Planning Commission and City Council and for integration into the City's Development Code.

Deliverable:

Recommended Code Amendments Memo Phase 1 (Draft and Final)
Code Amendments and Adoption Findings (Draft and Final)
Planning Commission and City Council Work Sessions and Adoption Hearings

Timeline

September 2024-December 2024

Estimated Consultant Cost (Funding Grant):

\$10,000 (Metro)

Task 1.9: Conduct Infrastructure Study (Phase 1) BCCP Area

Note: This task is funded by a combination of both a Business Oregon and the Metro grant

This task will build on the Transportation Refinement Plan, transportation (streets and trails) and utility infrastructure (water, sewer, stormwater) analyses in the Basalt Creek Concept Plan, and supporting studies, such as the Basalt Creek Utility Infrastructure Concept Plan, as well as the City's Transportation System Plan, Water Distribution System Master Plan, Water Treatment Master Plan Update, Wastewater Collection System Master Plan, Wastewater Treatment Plant Master Plan Update, Stormwater Master Plan Update, and other applicable studies and plans. The key deliverable of this work will be an infrastructure study document that determines infrastructure location, alignment, and sizing needed to efficiently and effectively serve future industrial users in the BCCP area. In addition, and in concert with the transportation work focused on Basalt Creek, this task will analyze and identify infrastructure needs to serve the West Railroad planning area.

Deliverables:

Infrastructure Study Document Phase 1 (Draft and Final)
West Railroad Specific Reports and Costing

Timeline

February 2024-May 2024

Estimated Consultant Cost (Funding Grant):

\$35,000 (Business Oregon \$25,000 Metro \$10,000)

Task 1.10: Develop Infrastructure Funding Plan (Phase 1) BCCP Area

Note: This task is funded by the Metro grant

Based on the information collected in the Infrastructure Study, this task will develop an Infrastructure Funding Plan document that identifies primary strategies and options to fund construction of the transportation and utility infrastructure required in the BCCP area, including alternatives, tools, and approaches that could be implemented over time to provide equitable distribution of the costs and benefits of essential infrastructure. Key components of the Infrastructure Funding Plan include: a) identify infrastructure projects, based on the completed Infrastructure Study, to include in the funding plan and their phasing/prioritization/timing for cash flow analysis; b) refine cost estimates and identify developer required contributions and City responsibility/cost share; c) confirm development assumptions to use in assessing and developing the funding plan; d) determine funding gap by infrastructure type; e) consider a range of tools to fill the funding gap, including tax increment financing (TIF)/urban renewal (see discussion of urban renewal feasibility in Task 1.11); f) select a preferred infrastructure funding plan; and g) provide implementation next steps for establishing the funding mechanisms needed to enable construction of the needed infrastructure.

Deliverable:

Infrastructure Funding Plan Document Phase 1 (Draft and Final)

Timeline

June 2024-December 2024

Estimated Consultant Cost (Funding Grant):

\$25,000 (Metro)

Task 1.11: Update Natural Resources Analysis

Note: This task is funded by a combination of both a Business Oregon and the Metro grant

This task will update prior inventories of riparian corridors and their buffers, wetlands and their buffers, and upland forest habitat based on most recently available aerial photography and other available observation not involving property access. Based on information from the inventory and analysis determine what land is developable and what areas need to be restored. In addition, this task will establish a SROZ boundary for the area.

Deliverable:

Updated natural resource maps with analysis memo

Map and list of land that is developable that was not previously and land that needs to be restored to natural habitat or wetland.

A SROZ map for later adoption.

Timeline

March 2024-June 2024

Estimated Consultant Cost (Funding Grant):

\$10,000 (Business Oregon \$5000 Metro \$5,000)

Task 1.12: Conduct Urban Renewal Feasibility Study (Phase 1) BCCP Area (if needed based on infrastructure funding plan, Task 1.10)

Note: This task is funded by the Metro grant

This task will explore the feasibility of TIF/urban renewal as a funding source, should the analysis in Task 1.10 indicate that this funding tool is the preferred course of action for the BCCP area. An urban renewal feasibility study document will include the following components: a) assessment of existing conditions and documentation of blight; b) financial analysis including a forecast of tax increment revenues that accounts for anticipated development and project expenditures over the lifespan of the urban renewal area; c) recommended boundary alignment after exploration of multiple boundary alternatives (if warranted); d) forecast of financial impacts on overlapping taxing districts; and e) recommended timeline and strategy for creation of a formal urban renewal plan and report under ORS 457. All of the subtasks under this task will be completed through consultation with City staff and several meetings (up to five) with the City's Urban Renewal Task Force.

Deliverable:

Urban Renewal Feasibility Study Document Phase 1 (Draft and Final)

Timeline

January 2025-June 2025

Estimated Consultant Cost (Funding Grant):

\$60,000 (Metro)

Project 2 (aka Phase 2): Citywide Industrial Land Readiness

Note: All tasks in Project 2 are funded by the Metro grant

Task 2.1: Conduct Economic Inventory (Phase 2) Citywide

This task, with assistance from the City, will expand on the work begun in Task 1.1 to complete a citywide Economic Inventory that identifies competitive advantages, existing assets, workforce strengths and opportunities. Through traditional and innovative methods including, but not limited to, an industry clusters analysis and/or sectoral analysis, the citywide Economic Inventory will identify existing industry concentration in the submarket, and target industries the City can position itself to attract or grow. As such, the analysis will specifically consider emerging industries and market trends. The analysis will include a review of historic market absorption of jobs and sites by land use type and size/public facility requirements. As a subtask, the Economic Inventory will analyze trends and growth opportunities related to small businesses and increasing economic opportunity for historically marginalized communities of color and other priority populations. The information from this task will be primarily quantitative and will be complemented by qualitative information from Task 2.2 Outreach.

Deliverable:

Economic Inventory Memo Phase 2 (Draft and Final)

Timeline

June 2024-September 2024

Estimated Consultant Cost (Funding Grant):

\$30,000 (Metro)

Task 2.2: Equitable and Inclusive Engagement Plan and Actions (Phase 2) Citywide

This task will begin with the City's Framework for Inclusive Engagement to development a comprehensive and targeted engagement strategy for the project to include, among others, historically underrepresented groups of both employees and business owners. The outreach will also include the Latine community, other historically marginalized communities of color, high-school age youth and young adults that will soon enter or have just entered the work force, individuals living with disabilities, and lower-income community members. The engagement will be concurrent with and incorporated into other project tasks.

Deliverable:

Equitable and Inclusive Community Engagement Plan Phase 2 (Draft and Final)

Materials and Summaries for Engagement Actions/Events

Summary Engagement Report Phase 2 (Draft and Final)

Timeline

May 2024-June 2025

Estimated Consultant Cost (Funding Grant):

\$35,000 (Metro)

Task 2.3: Complete Buildable Lands Inventory and Site Suitability Analysis (Phase 2) Citywide

Expanding Task 1.2 citywide, this task will review current land inventory; prepare a preliminary BLI map of vacant, partially developed, and underbuilt employment land; and work with partner agencies (Metro, County, State) to develop and verify reasonable capacity. The City will provide feedback on each iteration. In addition, this task will analyze how the anticipated needs and trends from Task 2.1 relate to the available land shown in the BLI. The analysis will specifically include a look at site suitability for small and emerging businesses focusing on historically marginalized communities of color and other priority populations. This task will determine if sufficient land exists for a 20-year supply of employment land and further estimate when urban reserves may be needed for employment land.

Deliverable:

Buildable Lands Inventory Map Phase 2 (Draft and Final)
 Site Suitability Analysis Memo Phase 2 (Draft and Final)
 Future Land Supply Analysis Memo (Draft and Final)

Timeline

June 2024-September 2024

Estimated Consultant Cost (Funding Grant):

\$30,000 (Metro)

Task 2.4: Assess Planned Development Industrial (PDI) Code (Phase 2) Citywide

This task will determine what amendments to the City's industrial zoning are needed to remove barriers to certain development or discourage certain development in support of the type of future industrial development the City aspires to. The assessment will also look at needed technical edits and identify key considerations for updating the PDI Code.

Deliverable:

Assessment of PDI Zoning Memo Phase 2 (Draft and Final)

Timeline

October 2024-March 2025

Estimated Consultant Cost (Funding Grant):

\$10,000 (Metro)

Task 2.5: Develop Economic Development Strategy and Policies (Phase 2) Citywide

This task, with assistance from the City, will develop a list of recommended economic development policies for integration into a Comprehensive Plan update, as well as actionable strategies for the City's Economic Development team to pursue. Policies and strategies will include a focus on supporting the Latine population and other historically marginalized communities of color and other priority populations.

Deliverable:

Economic Development Policies and Strategy Memo Phase 2 (Draft and Final)

Timeline

October 2024-June 2025

Estimated Consultant Cost (Funding Grant):

\$25,000 (Metro)

Task 2.6: Prepare Economic Opportunities Analysis (EOA) (Phase 2) Citywide

This task will incorporate information from previous tasks and, following draft review by the community, Planning Commission, City Council, City staff, and stakeholders, put forward an Economic Opportunities Analysis document for adoption by the City Council. The EOA will incorporate a summary of inclusive engagement and its impact on the EOA.

Deliverable:

Economic Opportunities Analysis Document Phase 2 (2 Drafts and Final)

Timeline

October 2024-June 2025

Estimated Consultant Cost (Funding Grant):

\$25,000 (Metro)

Task 2.7: Develop Draft Comprehensive Plan Update Language (Phase 2) Citywide

This task will involve drafting updated Comprehensive Plan language for inclusion in a citywide Comprehensive Plan update preliminarily scheduled for adoption in 2028. The language will reflect the Economic Development Strategy and Policies.

Deliverable:

Updated Comprehensive Plan Language Phase 2 (Draft and Final)
Planning Commission and City Council Work Sessions

Timeline

March 2025-June 2025

Estimated Consultant Cost (Funding Grant):

\$10,000 (Metro)

Task 2.8: Develop Draft Code Amendments and Adopt Final Code Amendments for City's Industrial Zones (Phase 2) Citywide

This task will involve drafting Code amendments based on Tasks 2.4 and 2.5. The task then will prepare the final complete package of "hearings-ready" Code amendments and compliance findings, based on the previously developed draft amendments and findings, needed to take the Code through final adoption with hearings before the Planning Commission and City Council and for integration into the City's Development Code.

Deliverable:

“Hearings Ready” Code Amendments (Draft and Final)
Planning Commission and City Council Work Sessions and Adoption Hearings

Timeline

March 2025-June 2025

Estimated Consultant Cost (Funding Grant):

\$15,000 (Metro)

METRO CONTRACT 939064 - EXHIBIT C

February 12, 2024

Wilsonville Industrial Land Readiness (WILR) Project | City of Wilsonville

Project Milestones, Deliverables, and Disbursement of Grant Funds

PROJECT MILESTONE AND SPECIFIED GRANT DELIVERABLES		DATE DUE	PROGRESS PAYMENT
1	Execution of grant agreement a) Complete project documents b) Signed and executed IGA	March 29, 2024	\$0
2	Consultant Contracting a) Request for Proposals (RFP) b) Submit draft consultant scope(s) of work, schedule, and budget for review c) Establish revised milestones and deliverables to amend grant agreement Exhibit C to coincide with consultant contract(s) d) Finalize and execute consultant scope(s) and contract(s)	March 29, 2024	\$0
3	Conduct Infrastructure Study (Phase 1) BCCP Area a) Infrastructure Study Document Phase 1 b) West Railroad Specific Reports and Costing	May 31, 2024	\$10,000
4	Update Natural Resources Analysis a) Updated natural resource maps with analysis memo b) Map and list of land that is developable that was not previously and land that needs to be restored to natural habitat or wetland. c) A SROZ map for later adoption	June 30, 2024	\$5,000
5	Conduct Economic Inventory (Phase 2) Citywide a) Economic Inventory Memo Phase 2 (Final)	September 30, 2024	\$30,000
6	Complete Buildable Lands Inventory and Site Suitability Analysis (Phase 2) Citywide a) Buildable Lands Inventory Map Phase 2 (Final) b) Site Suitability Analysis Memo Phase 2 (Final) c) Future Land Supply Analysis Memo (Final)	September 30, 2024	\$30,000
7	Draft Code Amendments and Adopt Final Code Amendments (Phase 1) BCCP Area a) Recommended Code Amendments Memo Phase 1 (Final) b) Code Amendments and Adoption Findings (Final) c) Planning Commission and City Council Work Sessions and Adoption Hearings for Basalt Creek Concept Plan	December 15, 2024	\$10,000

METRO CONTRACT 939064 - EXHIBIT C
Wilsonville Industrial Land Readiness (WILR) Project | City of Wilsonville

Continued

8	Develop Infrastructure Funding Plan (Phase 1) BCCP Area a) Infrastructure Funding Plan Document Phase 1 (Final)	December 31, 2024	\$25,000
9	Assess Planned Development Industrial (PDI) Code (Phase 2) Citywide a) Assessment of PDI Zoning Memo Phase 2 (Final)	March 31, 2025	\$10,000
10	Conduct Urban Renewal Feasibility Study (Phase 1) BCCP Area a) Urban Renewal Feasibility Study Document Phase 1 (Final)	June 30, 2025	\$60,000
11	Equitable and Inclusive Engagement Plan and Actions (Phase 2) Citywide b) Equitable and Inclusive Community Engagement Plan Phase 2 (Final) c) Summary Engagement Report Phase 2 (Final)	June 30, 2025	\$35,000
12	Develop Economic Development Strategy and Policies (Phase 2) Citywide a) Economic Development Policies and Strategy Memo Phase 2 (Final)	June 30, 2025	\$25,000
13	Prepare Economic Opportunities Analysis (EOA) (Phase 2) Citywide a) Economic Opportunities Analysis Document Phase 2 (Final)	June 30, 2025	\$25,000
14	Develop Draft Comprehensive Plan Update Language (Phase 2) Citywide a) Updated Comprehensive Plan Language Phase 2 (Final) b) Planning Commission and City Council Work Sessions	June 30, 2025	\$10,000
15	Develop Draft Code Amendments and Adopt Final Code Amendments for City’s Industrial Zones (Phase 2) Citywide a) “Hearings Ready” Code Amendments (Final) b) Planning Commission and City Council Work Sessions and Adoption Hearings for City Industrial Zones (Citywide)	June 30, 2025	\$10,000
16	Grant Completion Documentation a) Final financial report submitted and backup documentation retained on file as appropriate b) Final reporting on grant performance measures submitted and approved by Metro	December 31, 2025	\$5,000

METRO CONTRACT 939064 - EXHIBIT C
Wilsonville Industrial Land Readiness (WILR) Project | City of Wilsonville

Continued

APPROVED GRANT PROJECT EXPENSE DISTRIBUTION

Changes to the approved expense distribution shown at right must be approved by Metro through an amendment of this Exhibit C.	Consultant Fees	\$ 290,000
	Direct Expenses	\$
	Contingency reserves	\$ 0
	TOTAL METRO GRANT FUNDS	\$ 290,000
	TOTAL WILSONVILLE FUNDS (BUSINESS OREGON GRANT)	\$ 100,000



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: May 6, 2024		Subject: Resolution No. 3140 A Resolution of the City of Wilsonville Authorizing the City Manager to Execute an Intergovernmental Agreement with the City of Portland for Local Improvement District Services Staff Member: Amanda Guile-Hinman, City Attorney Department: Legal	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan	<input type="checkbox"/> Not Applicable	

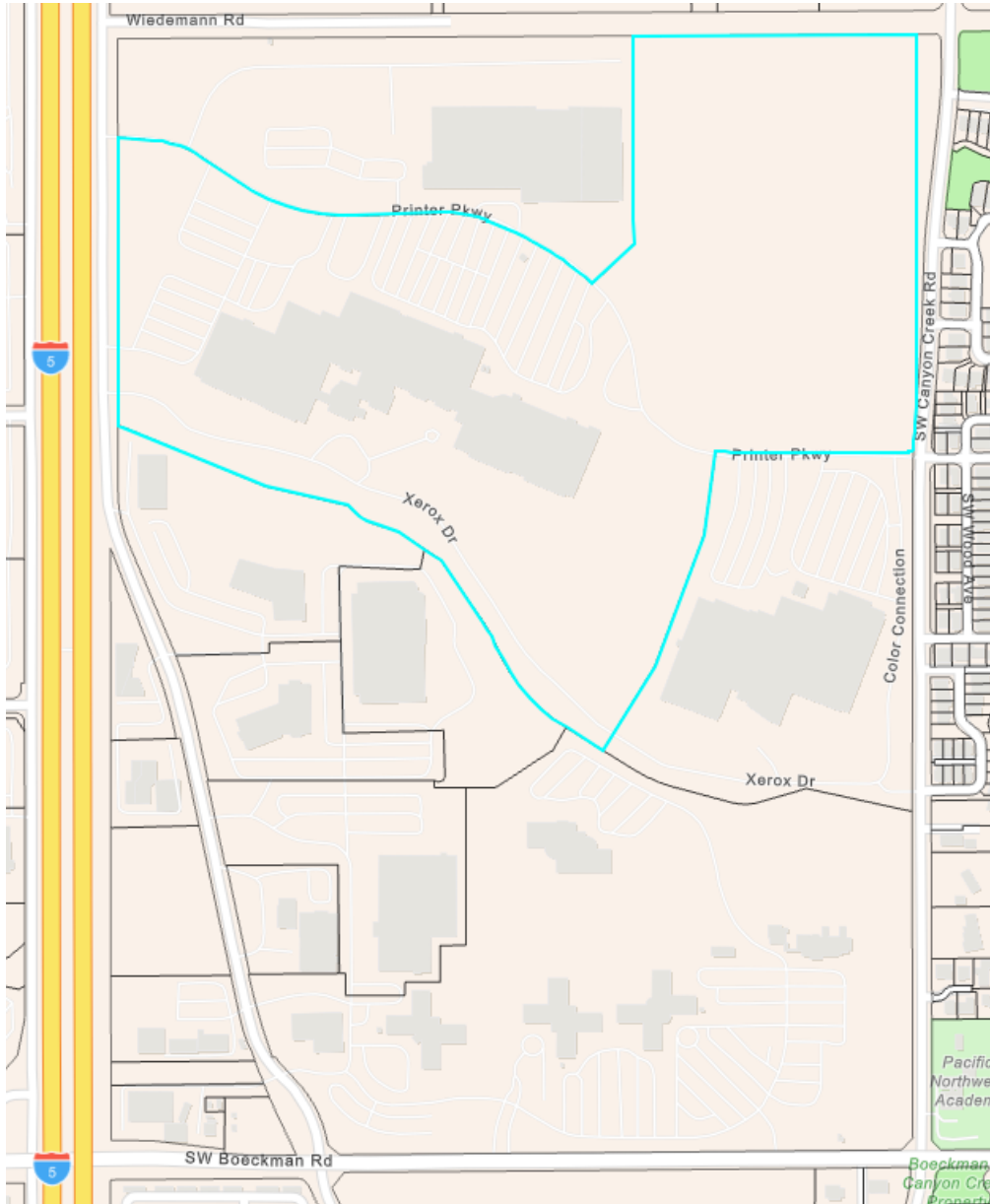
ISSUE BEFORE COUNCIL:

Whether to authorize the City Manager to enter into an intergovernmental agreement with the City of Portland to assist with administering a local improvement district for public improvements to SW Parkway Avenue and SW Printer Parkway Avenue.

EXECUTIVE SUMMARY:

I. BACKGROUND

The City of Wilsonville (“City”) approved a land use application to partition the real property located at 26600 SW Parkway Avenue, Wilsonville, Oregon (the “Property”) and to construct a manufacturing/warehouse facility on the Property (the “Proposed Development”). The Property location is outlined in blue below:



Wilsonville Code (WC) generally requires that, when development occurs, the applicant must construct roads fronting the site to meet current, applicable City standards, which are established through the City's Transportation System Plan ("TSP") and Public Works Standards ("PW Standards"). Section 201.2.18 of the Public Works Standards requires a minimum of 24-foot wide pavement for arterial and collector streets and the TSP establishes the required cross-sections for minor arterials and collectors.

SW Parkway Avenue is identified in the 2013 Transportation System Plan as a Minor Arterial and designated freight route. However, the portion of SW Parkway Avenue that fronts the Proposed Development is not constructed to current City standards for minor arterials – it was initially constructed under then-applicable Clackamas County road standards prior to the City's incorporation in 1968, and the general cross section has not changed since that time. SW Parkway Avenue currently has a minimally developed cross-section with two 11-foot wide travel lanes and lacks bicycle lanes. There is a path on the eastern side of the right-of-way that is not compliant with Americans with Disabilities Act (ADA) standards for a public sidewalk, and ODOT right-of-way is on the western side of the road.

Similarly, SW Printer Parkway is identified as a Collector in the Transportation System Plan, but is currently a private access asphalt road that is minimally developed with two 14-foot wide travel lanes and lacks any sidewalks or bicycle lanes.

During the land use approval process, City staff and the Applicant team identified a possible solution to funding the improvements to SW Parkway Avenue and SW Printer Parkway could be through the establishment of a local improvement district. On March 4, 2024, the City Council adopted Resolution No. 3112 to authorize City staff to conduct a preliminary engineering report to analyze the feasibility of forming a local improvement district.

City staff recognizes that the City has not formed a local improvement district in approximately 20 years. Thus, staff lacks the specific expertise to form and administer a local improvement district. Staff contacted the City of Portland because it not only regularly administers local improvement districts, it has capacity to assist the City of Wilsonville in forming a local improvement district here, with the understanding that the City of Portland's assistance would be compensated by the City of Wilsonville.

II. INTERGOVERNMENTAL AGREEMENT

Attached as Exhibit A is a negotiated intergovernmental agreement between the City of Wilsonville and the City of Portland for Portland to provide local improvement district (LID) services to Wilsonville. Staff recommends the Council authorize the City Manager to execute this intergovernmental agreement for the following reasons:

- Portland possesses the expertise and skill needed to form a local improvement district, understanding the nuance of Oregon laws that govern local improvement districts.

- Portland’s services, in consideration of its expertise, represent a reasonable financial cost to Wilsonville, as opposed to hiring a consultant or City staff investing significant time to learn all the nuances of Oregon law governing local improvement districts.
- Portland has identified that it has capacity to assist Wilsonville in working on this project.
- Local improvement districts may be a tool that Wilsonville explores in other areas where development will occur, and contracting with Portland will allow further exploration of the feasibility of local improvement districts in these other areas.

EXPECTED RESULTS:

As infrastructure costs continue to rise, exploring creative, alternative financing opportunities is crucial. In this particular circumstance, a local improvement district presents as a viable alternative to the traditional approach of requiring the developer to construct the public improvements and the City to provide system development charge credits. Here, the development fronts a significant portion of right-of-way that needs improvement, but covering the cost of the improvements likely means the Proposed Development is financially infeasible.

Similarly, the City does not have the funding to construct the improvements in the future, with a financial contribution from the developer now. To do so would likely mean an under-collection of needed contribution and would require the City to rely heavily on systems development charges that are planned for other capital improvement projects.

Getting assistance from the City of Portland, which regularly administers local improvement districts and has expertise in the legal requirements for forming local improvement districts, not only will help the City of Wilsonville in properly forming a local improvement district, but will also result in savings by avoiding the need to hire a consultant, spend significant staff time to learn the requirements to form a local improvement district, or potentially litigate the formation of a local improvement district if proper processes are not followed.

TIMELINE:

The proposed timeline for forming the local improvement district is as follows:

- Resolution for Preliminary Engineer’s Report. On March 4, 2024, the City Council adopted Resolution No. 3112 to direct the City to pursue a preliminary engineering report to recommend the LID boundary, infrastructure improvements, and estimated costs.
- Intergovernmental Agreement. The City will pursue an intergovernmental agreement with the City of Portland for technical assistance regarding the formation and implementation of a LID. The Resolution accompanying this Staff Report authorizes the City Manager to execute the intergovernmental agreement with the City of Portland.
- Property Owner Outreach. The Parties will collaborate on outreach to adjacent property owners to discuss the possibility of inclusion in a LID. The Parties intend to promote a LID as a reasonable financing tool for public infrastructure that is needed for both private development and public benefit.

- d. Procedural Resolution. The Parties will collaborate on drafting a procedural resolution described in ORS 223.389(1) for City Council consideration, anticipated to occur in Summer or Fall 2024.
- e. Enacting Resolution. The Parties will collaborate on drafting a resolution establishing the LID and the assessments against each benefiting property for City Council consideration, anticipated to occur early in calendar year 2025.

CURRENT YEAR BUDGET IMPACTS:

City staff do not anticipate any significant budget impacts this fiscal year. Any expenditures under this intergovernmental agreement can be covered under existing budget line items. City staff will be proposing funding for the local improvement district (the engineering work and administration) in the next fiscal year budget.

COMMUNITY INVOLVEMENT PROCESS:

If a local improvement district is pursued, public hearings will be required for the formation and assessment. Moreover, the related Proposed Development land use application process has provided a public hearing to any interested parties or individuals. Additionally, as identified in the timeline, staff anticipate reaching out to adjacent property owners to discuss the scope of improvements that may benefit them and also help spur new and expanded industrial development adjacent to the Proposed Development.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The improvements to SW Parkway Avenue and SW Printer Parkway are necessary, as documented in the City's TSP. However, the requirements regarding timing of constructing the improvements, particularly considering the lack of currently available funding sources, are problematic to the Proposed Development. Although a local improvement district is an administrative burden, it represents a practical financial tool that supply both the benefiting property owners and users of the public facilities the needed safety enhancements of these streets. Moreover, the proposed intergovernmental agreement will help staff with some of the administrative burden associated with local improvement districts.

Furthermore, the cost of street improvements may be a barrier to adjacent property owners expanding or developing on their industrial properties. If the LID includes improvements along other properties, those owners may be more inclined to pursue new and expanded industrial development adjacent to the Proposed Development.

ALTERNATIVES:

City staff can explore a local improvement district without the assistance of the City of Portland, but anticipate such work will be time-consuming and may lead to procedural errors due to staff's lack of experience administering local improvement districts.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3140
 - a. Exhibit A – Intergovernmental Agreement

RESOLUTION NO. 3140**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND FOR LOCAL IMPROVEMENT DISTRICT SERVICES.**

WHEREAS, the City of Wilsonville (“City”) approved a land use application to partition the real property located at 26600 SW Parkway Avenue, Wilsonville, Oregon (the “Property”) and to construct a manufacturing/warehouse facility on the Property (the “Proposed Development”); and

WHEREAS, SW Parkway Avenue is a public street designated in the City’s Transportation System Plan (“TSP”) as a minor arterial and freight route and is adjacent to the Property to the east; and

WHEREAS, SW Printer Parkway is a public access drive designated in the City’s TSP as a collector and runs east-to-west adjacent-to and through the Property; and

WHEREAS, requirements in the City Code, Public Works Standards, and TSP require SW Parkway Avenue and SW Printer Parkway to be upgraded in conformance with their designations (“Public Improvements”); and

WHEREAS, the City, the Property Owner, and the Applicant recognize that these Public Improvements require significant financial investment; and

WHEREAS, one funding resource that represents a practical solution to construct these Public Improvements is the formation of a local improvement district; and

WHEREAS, the City currently lacks specific expertise in the formation of local improvement districts; and

WHEREAS, the City of Portland has experience in forming and administering local improvement districts and possesses the expertise and capacity to assist the City of Wilsonville in forming and administering a local improvement district for the Public Improvements; and

WHEREAS, the City of Wilsonville and the City of Portland have negotiated an intergovernmental agreement attached hereto as **Exhibit A** whereby the City of Portland can provide local improvement district services to the City of Wilsonville and the City of Wilsonville will compensate the City of Portland for such services.

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

Section 1. Findings. The City Council adopts the above Recitals and the Staff Report accompanying this Resolution as its findings, as if fully set forth herein.

Section 2. The City Council authorizes the City Manager to execute an intergovernmental agreement with the City of Portland, which intergovernmental agreement must be 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 6th day of May, 2024, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Intergovernmental Agreement with City of Portland

EXHIBIT A

Contract No. _____

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PORTLAND AND THE CITY OF WILSONVILLE FOR LOCAL IMPROVEMENT DISTRICT SERVICES

This agreement is by and between City of Wilsonville (“Agency”) and the City of Portland, Oregon (“Portland”) and is authorized by ORS 190.010 and Portland City Code 5.33.060(D).

RECITALS

- A. The goal of this Intergovernmental Agreement (“this IGA”) is to provide services for Agency by Portland.
- B. The purpose of this IGA is to detail the responsibilities, compensation and services to be provided by each party.

TERMS

1. SCOPE OF SERVICES

- a. Portland will provide services to Agency as described in [Portland City Code 17.08.010\(E\)](#) (“the Services”).
- b. Portland will invoice Agency for the Services in accordance with Section 4 of this IGA and the fee schedule attached hereto as Exhibit A. Portland will notify Agency of changes in Exhibit A in writing no less than sixty days’ notice before implementation.

2. COMPENSATION

Agency will reimburse Portland for the Services and will do so in accordance with Section 4 of this IGA.

3. DURATION

This IGA is effective as of the date it is signed by all parties (“the Effective Date”) and will be reviewed by both parties every year from the Effective Date to ensure all terms are still appropriate. The IGA will terminate ninety days after the final assessment of the contemplated local improvement district.

4. INVOICE AND PAYMENT PROCEDURE

Portland's Local Improvement District Administrator will submit to Agency a detailed invoice of the Services performed each calendar quarter. Portland will furnish Agency such statements or reports of expenditures as may be needed to satisfy Agency's fiscal requirements.

To initiate payment of invoices, Agency will enroll in Portland's Automated Clearing House ("ACH") Vendor Payment Program by completing Portland's ACH Vendor Authorization Form. The process for enrolling can be found on Portland's website at <https://www.portlandoregon.gov/bfrs/article/698308>.

5. EARLY TERMINATION OF AGREEMENT

- A. Portland and Agency may modify, amend, or terminate this IGA at any time by mutual written agreement.
- B. Either Portland or Agency may terminate this IGA in the event of a breach of this IGA by the other. Prior to such termination, however, the non-breaching party will give to the breaching party written notice of the breach and of the non-breaching party's intent to terminate. If the breaching party has not cured the breach within thirty days of the notice, then the non-breaching party may terminate this IGA at any time thereafter by giving a written notice of termination.
- C. Either Portland or Agency may terminate this IGA if Portland's Local Improvement District Administrator position is vacated.
- D. Either Portland or Agency may terminate this IGA for convenience on sixty days' prior written notice of intent to terminate.

6. FUNDS

Agency certifies that sufficient funds are available for the current fiscal year of this IGA and that Agency is authorized to spend funds and allocate resources to cover the costs and services associated with this IGA. Agency will use their best efforts to urge appropriation of funds to cover the costs of this IGA in the ensuing fiscal years. If funds for this IGA are not appropriated for any fiscal year, Agency will notify Portland in writing of such non-appropriation in a timely manner.

7. INDEMNIFICATION

To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, Agency will indemnify, defend, and hold Portland harmless from and against all claims arising from the Agency’s performance or failure to perform under this IGA, except to the extent that such claims arise from the negligence of Portland or its employees, agents, or contractors. To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, Portland will indemnify, defend, and hold Agency harmless from and against all claims arising from Portland’s performance or failure to perform under this IGA, except to the extent that such claims arise from the negligence of Agency or its employees, agents, or contractors.

CITY OF PORTLAND

CITY OF WILSONVILLE

By: _____

By: _____

Date: _____

Date: _____

APPROVED as to form:

By: _____
City Attorney’s Office

By: _____
City Attorney’s Office

Exhibit:

Exhibit A – Fee Schedule

**Exhibit A
Fee Schedule**

Hourly rate for services—\$133.75

Travel to Wilsonville—If authorized by Agency and Portland, the Agency will reimburse Portland at the IRS Standard Mileage Rates for business use.



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: May 6, 2024</p>	<p>Subject: Ordinance No. 891 – 1st Reading An Ordinance of the City Of Wilsonville Repealing And Replacing Wilsonville Code Sections 2.310-2.319 Regarding Public Contracts</p> <p>Staff Member: Stephanie Davidson, Assistant City Attorney</p> <p>Department: Legal</p>
<p>Action Required</p> <p><input checked="" type="checkbox"/> Motion</p> <p><input checked="" type="checkbox"/> Public Hearing Date: May 6, 2024</p> <p><input checked="" type="checkbox"/> Ordinance 1st Reading Date: May 6, 2024</p> <p><input checked="" type="checkbox"/> Ordinance 2nd Reading Date: May 20, 2024</p> <p><input type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input type="checkbox"/> Consent Agenda</p>	<p>Advisory Board/Commission Recommendation</p> <p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <hr/> <p>Comments: N/A</p>
<p>Staff Recommendation: Adopt Ordinance No. 891 on first reading.</p>	
<p>Recommended Language for Motion: I move to adopt Ordinance No. 891 on first reading.</p>	
<p>Project / Issue Relates To:</p>	
<p><input type="checkbox"/> Council Goals/Priorities:</p>	<p><input type="checkbox"/> Adopted Master Plan(s):</p>
<p><input checked="" type="checkbox"/> Not Applicable</p>	

ISSUE BEFORE COUNCIL:

Consider repealing and replacing code provisions regarding public contracts (Wilsonville Code Sections 2.310-2.319).

EXECUTIVE SUMMARY:

Public contracting (also referred to as “public procurement”) refers to the City’s efforts to procure goods or services.

The Legal Department has been working to update the City’s public contracting code for the following reasons:

- Financial reviewers (e.g., auditors, state and federal grant providers, etc...) often request more robust public contracting regulations and guidance than what is currently reflected in the Wilsonville Code (WC).
- City staff have also periodically expressed that some parts of our public contracting program are frustrating or confusing.
- The City’s public contracting code was adopted in 2005. With the exception of a minor revision in 2014, it has not been updated since 2005.

The Legal Department has presented to City Council on this project at work sessions held on February 22 and March 18, 2024.

Attachment 1 is a copy of Ordinance no. 891, with proposed updated code language regarding public contracting. Here is a summary of what would change if Ordinance no. 891 is adopted:

- The City Manager’s administrative authority to enter into contracts (without City Council’s prior approval, but subject to certain requirements such as budget authority) would be expanded as follows. Under the proposed code language, the City Manager may enter into or approve:
 - o Contracts with a value of up to \$250,000 (current code language allows this only for contracts with a value of up to \$100,000);
 - o “Procurement” activity that is not a “Public Contract” (e.g., Intergovernmental Agreements, these terms are defined in state law) with an aggregate value of up to \$100,000 (current code language does not address this point); and,
 - o Contract amendments and change orders with a value of up to 25% of the original contract value (current code language allows this up to 15% of the contract price).
- With respect to contracts related to certain services, such as architectural and engineering services:
 - o Contracts with a value of up to \$150,000 require the approval of the Community Development Director (current code language only requires this approval up to \$50,000), and
 - o Contracts with a value of between \$150,000 and \$250,000 require the approval of the City Manager (current code language only requires this approval up to \$100,000).

These changes are recommended by City staff because they will:

- Increase efficiency and reduce administrative barriers to City staff’s ability to enter into contracts,
- Reflect the impact that inflation has had on the value of contracts since 2005 (i.e., adjust approval thresholds upward to account for inflation),
- Align the city’s public contracting rules with state public contracting rules that were effective as of January 1, 2024, and,
- Address ambiguities in these code sections.

Attachment 2 shows the changes made to the last draft of the proposed code revisions that were reviewed by City Council during the work session held on March 18, 2024. With one exception, these are minor adjustments to the language to add clarity. The only major change is the addition of the new term “Original Contract Value” and use of this term in Section 2.312(1)(c). This change is recommended to allow City Council to approve the total cost for work performed by a third-party (such as the design work by an engineering firm or construction work by a contractor) for projects that may be completed in various phases, and which may include the value of anticipated contract amendments or change orders. For example, when approving a contract for 30% design of a new street, the resolution will include contract price approval for future phases of design work – 60%, 90%, 100% design, as well as construction management by the engineering firm up to the established “Original Contract Value.” This value would be clearly stated as the “Original Contract Value” in the resolution approved by City Council. This change will promote efficiency. Rather than having to approve all change orders or contract amendments as phases of a project occur, City Council may approve change orders or contract amendments up to a certain amount (i.e., the Original Contract Value) at one time. As written, Section 2.312(1)(c) will allow the City Manager to approve contract amendments and change orders that together have an aggregate value not exceeding 25% of the Original Contract Value, and that are budgeted-for in a budget or supplemental budget that has been approved by City Council (see part iii of Section 2.312(1)(c)).

EXPECTED RESULTS:

If City Council adopts Ordinance No. 891, the Legal Department will also present updated administrative rules to City Council on May 20, 2024, which will supplement the rules adopted by Ordinance No. 891. In addition, the Legal Department will prepare a manual to be used by City staff who engage in public contracting activities, to ensure that City staff are empowered to engage in public contracting activities in compliance with all applicable laws. Following the effective date of Ordinance No. 891, the Legal Department will also conduct a training regarding public contracting rules and laws with City staff who engage in public contracting activities.

TIMELINE:

- May 6, 2024: Public hearing and first reading of Ordinance No. 891.
- May 20, 2024: Second reading of Ordinance No. 891, and first reading of the proposed administrative rules.
- July 1, 2024: Effective date of Ordinance No. 891 and related administrative rules.

CURRENT YEAR BUDGET IMPACTS:

N/A

COMMUNITY INVOLVEMENT PROCESS:

A public hearing on Ordinance No. 891 is being held on May 6, 2024.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Ordinance no. 891 will improve and clarify the City's public contracting rules, which will reduce our risk related to public contracting activities, and aid staff who must abide by our City public contracting rules.

ALTERNATIVES:

Do not repeal and replace Wilsonville Code Sections 2.310-2.319, which will result in Wilsonville's public contracting rules being inconsistent with state public contracting rules that were effective as of January 1, 2024, and ambiguities and points of confusion persisting.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Ordinance No. 891
 - A. Exhibit A
2. Proposed City Public Contracting Code (Redline of changes after March 18, 2024 work session)

ORDINANCE NO. 891**AN ORDINANCE OF THE CITY OF WILSONVILLE REPEALING AND REPLACING WILSONVILLE CODE SECTIONS 2.310-2.319 REGARDING PUBLIC CONTRACTS.**

WHEREAS, Wilsonville Code Sections 2.310 through 2.319 contain rules regarding public contracting activity; and

WHEREAS, City Council has determined that these portions of City Code should be updated and revised; and;

WHEREAS, City Council desires to have public contracting rules that are consistent with state public contracting rules, that are clear and internally coherent, and that provide appropriate safeguards for the City's use of public funds.

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

Section 1. Findings. The above-stated recitals and the staff report accompanying this Ordinance are incorporated as the City Council's findings to support the consideration and adoption of this Ordinance.

Section 2. The City Council hereby repeals Wilsonville Code Sections 2.310 through 2.319 regarding public contracts, and adopts the code provisions attached hereto and incorporated by reference as **Exhibit A**.

Section 3. Effective Date. This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of May, 2024, and scheduled the second reading on the 20th day of May, 2024 commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 20th day of May, 2024, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 20th day of May 2024.

JULIE FITZGERALD MAYOR

SUMMARY OF VOTES:

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

EXHIBIT:

- A. Wilsonville Code Sections 2.308 through 2.312

Exhibit A to Ordinance No. 891

2.308. Short Title

WC 2.308 through 2.312 may be cited as the City of Wilsonville's "City Public Contracting Code."

2.309. Definitions

- (1) "City" or "Wilsonville" means the City of Wilsonville, Oregon.
- (2) "City Council" means the Council of the City of Wilsonville, Oregon.
- (3) "City Manager" means the City of Wilsonville City Manager or designee.
- (4) "Model Rules" means the rules of procedure prepared and maintained by the Oregon Attorney General pursuant to ORS 279A.065, which are currently numbered Divisions 47 through 49 of Chapter 137 of the Oregon Administrative Rules, as may be amended or renumbered from time to time.
- (5) "Oregon Public Contracting Code" means Oregon Revised Statutes chapters 279A, 279B, and 279C. Unless specifically defined below, terms used in the City of Wilsonville's Public Contracting Code shall have the meaning set forth in the Oregon Public Contracting Code.
- (6) "Original Contract Value" means the aggregate project value specifically approved by City Council, or the face value of a contract if no such value is specifically approved by City Council.

2.310. Local Contract Review Board.

- (1) Designation. The Wilsonville City Council is designated as the Local Contract Review Board under the Oregon Public Contracting Code.
- (2) Authority.
 - a. In its capacity as the Local Contract Review Board, the Wilsonville City Council shall have all the powers and authority granted under the Oregon Public Contracting Code, including, but not limited to the power to:
 - i. Require any notice publication beyond what is required under the Oregon Public Procurement Code or Model Rules;
 - ii. Require pre-qualification for persons desiring to bid for public improvement contracts;
 - iii. Grant exemptions from the bid security and performance bond required on contracts for public improvements; or
 - iv. Make alternate arrangements for retainage pursuant to the Oregon Public Contracting Code.
 - b. In its capacity as the Local Contract Review Board, the Wilsonville City Council, from time to time, may delegate its powers and responsibilities consistent with the Oregon Public Contracting Code, the Model Rules, or the Wilsonville Code.
- (3) Rules of Procedure. In its capacity as the Local Contract Review Board, the Wilsonville City Council is authorized to adopt rules necessary to carry out the City of Wilsonville's Public Contracting Code.
 - a. WC 2.003 will govern proceedings of the Local Contract Review Board, *except that*: (i) the Mayor will serve as the chair of the Local Contract Review Board, and (ii) the chair of the Local Contract Review Board will preside over meetings of the Local Contract Review Board, and in the absence of the chair, the line of succession will be the same as the line of succession that applies to City Council.

- b. A violation of the rules of procedure in WC 2.003 may not be considered a basis for challenging the validity of any decision by the Local Contract Review Board.
- c. Routine business of the Local Contract Review Board may be conducted on the consent agenda of a regularly schedule City Council Meeting.

2.311. Application of State Law.

- (1) The City's Procurement Activities must be conducted in accordance with the rules of procedure set forth in the Oregon Public Contracting Code, Model Rules, the City of Wilsonville's Public Contracting Code, and all City policies and rules.
- (2) In the event of a conflict between any provision of the Model Rules and the City of Wilsonville's Public Contracting Code, the provisions of the City of Wilsonville's Public Contracting Code shall control.

2.312. Administrative Authority.

- (1) City Manager. The City Manager is authorized to engage in the following Procurement activity without City Council's prior approval:
 - a. Approve any Public Contracting activity, including change orders or contract amendments, notwithstanding Section 2.312(1)(c), so long as: (i) the aggregate value (i.e., the face value of a contract plus the value of any proposed change orders or contract amendments) does not exceed \$250,000; and, (ii) the expenditure is within a budget that has been approved by City Council;
 - b. Approve any Procurement activity that is not a Public Contract so long as: (i) the aggregate consideration to be paid by any party under the contract or agreement does not exceed \$100,000; and (ii) any expenditure to be incurred by the City is within a budget that has been approved by City Council;
 - c. Execute one or more change order or contract amendment that: (i) is reasonably related to the scope of work under the original contract, (ii) together have an aggregate value not exceeding 25 percent of the Original Contract Value, and (iii) the related expenditure is within the project budget that has been approved by City Council;
 - d. Extend or renew a contract so long as the total contract value, after the renewal term, does not exceed the amount stated in Sections 2.312(1)(a) or 2.312(1)(b), or, if amended, the amount stated in Section 2.312(1)(c), so long as the related expenditure is within the project budget that has been approved by City Council;
 - e. Adopt forms, procedures, and administrative policies applicable to City Procurement or Public Contracting activities; or,
 - f. The City Manager may delegate the City Manager's powers and responsibilities consistent with the Oregon Public Contracting Code, the Model Rules, or the Wilsonville Code.
- (2) Architectural, Engineering, Photogrammetric Mapping, Transportation Planning, and Land Surveying Services. Procurement of architectural, engineering, photogrammetric mapping, transportation planning, and land surveying services, and/or related services requires the following approval:
 - a. A contract with a value of less than or equal to \$150,000 requires the prior approval of the Community Development Director, and
 - b. A contract with a value of between \$150,000.01 and \$250,000 requires the prior approval of the City Manager.

Attachment 2 to Staff Report

Proposed Amended and Restated City Public Contracting Code (Redline)

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- (5) -“Oregon Public Contracting Code” means Oregon Revised Statutes chapters 279A, 279B, and 279C. Unless specifically defined below, terms used in the City of Wilsonville’s Public Contracting Code shall have the meaning set forth in the Oregon Public Contracting Code.
- ~~(4)(6)~~ “Original Contract Value” means the aggregate project value specifically approved by City Council, or the face value of a contract if no such value is specifically approved by City Council.
- ~~(5)(1)~~ “Model Rules” means the rules of procedure prepared and maintained by the Oregon Attorney General pursuant to ORS 279A.065, which are currently numbered Divisions 47 through 49 of Chapter 137 of the Oregon Administrative Rules, as may be amended or renumbered from time to time.

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 - ii. Require pre-qualification for persons desiring to bid for public improvement contracts;
 - iii. Grant exemptions from the bid security and performance bond required on contracts for public improvements; or
 - iv. Make alternate arrangements for retainage pursuant to the Oregon Public Contracting Code.
 - b. In its capacity as the Local Contract Review Board, the Wilsonville City Council, from time to time, may delegate its powers and responsibilities consistent with the Oregon Public Contracting Code, the Model Rules, or the Wilsonville Code.

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 - b. A violation of the rules of procedure in WC 2.003 may not be considered a basis for challenging the validity of any decision by the Local Contract Review Board.
 - c. Routine business of the Local Contract Review Board may be conducted on the consent agenda of a regularly schedule City Council Meeting.

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 - b. Approve any Procurement activity that is not a Public Contract so long as: ~~(i)~~ the aggregate consideration to be paid by any party under the contract or agreement does not exceed \$100,000; and (ii) any expenditure to be incurred by the City is within a budget that has been approved by City Council~~an approved budget;~~
 - c. Execute one or more change order or contract amendment that: (i) ~~are~~ is reasonably related to the scope of work under the original contract, (ii) together have an aggregate value not exceeding 25 percent of the ~~original contract value~~ Original Contract Value, and (iii) ~~is the related expenditure is~~ within the project budget that has been approved by City Council~~the approved project budget;~~
 - d. Extend or renew a contract so long as the total contract value, after the renewal term, does not exceed the amount stated in Sections 2.312(1)(a) or 2.312(1)(b), or, if amended, the amount stated in Section 2.312(1)(c), so long as the related expenditure is within the project budget that has been approved by City Council;
 - e. Adopt forms, procedures, and administrative policies applicable to City Procurement or Public Contracting activities; or,
 - f. The City Manager may delegate the City Manager's powers and responsibilities consistent with the Oregon Public Contracting Code, the Model Rules, or the Wilsonville Code.

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- (2) Architectural, Engineering, Photogrammetric Mapping, Transportation Planning, and Land Surveying Services. Procurement of architectural, engineering, photogrammetric mapping, transportation planning, and land surveying services, and/or related services requires the following approval:
- a. A contract with a value of less than or equal to \$150,000 requires the prior approval of the Community Development Director, and
 - b. A contract with a value of between \$150,000.01 and \$250,000 requires the prior approval of the City Manager.

PROCLAMATION
BUILDING SAFETY MONTH
MAY 2024

WHEREAS: The community members of Wilsonville spend considerable time at home, at school, work, worship, and play in buildings; and

WHEREAS: Our city places a high value on ensuring buildings are safe for the protection of its community members from disasters such as fire, wind storms, earthquakes, landslides, floods, and other natural hazards; and

WHEREAS: “Mission Possible” the national theme for Building Safety Month, encourages community members to raise awareness of the importance of building and maintaining safe structures, fire prevention, disaster mitigation, water conservation, ADA accessibility, energy efficiency, alternative energy, and new technologies in the construction industry; and

WHEREAS: The effective administration of building safety codes affects our community and gives us confidence that our structures are safe and sound; and

WHEREAS: Our confidence is achieved through the devotion of professional building inspectors, fire prevention officers, design professionals, and licensed contractors - who work year-round to ensure the construction of safe, durable, and sustainable buildings; and

WHEREAS: In observance of Building Safety Month, Wilsonville community members are reminded about the benefits of safe and sustainable spaces whether at home, at work, or places where we gather in our communities.

NOW, THEREFORE, I, Julie Fitzgerald, Mayor of the City of Wilsonville, do hereby proclaim the month of May 2024 as:

BUILDING SAFETY MONTH

I encourage all Wilsonville residents to join communities across America with participation in Building Safety Month activities.

Dated this 6th day of May 2024.

Julie Fitzgerald, Mayor