



## CITY COUNCIL AGENDA

February 23, 2023 at 7:00 PM

Remote Video Conferencing

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### PARTICIPANTS MAY ATTEND THE MEETING AT:

#### TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

Register with the City Recorder:

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

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

City Recorder - Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

#### CITY COUNCIL MISSION STATEMENT

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

#### EXECUTIVE SESSION [5:00 PM]

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

#### ADJOURN [5:20 PM]

*Break to switch Zoom accounts [5 min.]*

#### REVIEW OF AGENDA AND ITEMS ON CONSENT [5:25 PM]

#### COUNCILORS' CONCERNS [5:30 PM]

#### PRE-COUNCIL WORK SESSION [5:35 PM]

- A. [Prohibited Camping Code Update Project \(Guile-Hinman\) \[45 min.\]](#)
- B. [Updated 'Explore Wilsonville' Visual Identify \(Ottenad\) \[20 min.\]](#)
- C. [Kiva Building Architectural Assessment and Recommendations \(Montalvo\) \[15 min.\]](#)

#### ADJOURN [6:55 PM]

#### CITY COUNCIL MEETING

*The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, February 23, 2023 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on February 7, 2023. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.*

**CALL TO ORDER [7:00 PM]**

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

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

4. [Upcoming Meetings](#)

**COMMUNICATIONS [7:10 PM]**

**CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:10 PM]**

*This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Staff and the City Council will make every effort to respond to questions raised during citizen input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.*

- 5.

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

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

**CONSENT AGENDA [7:40 PM]**

10. [Resolution No. 3020](#)

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



11. [Resolution No. 3027](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Goods And Services Contract With Urban Solar For Smart Bus Station Electronic Display Signage. \(Loomis\)](#)

**NEW BUSINESS [7:45 PM]**

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

13. [Resolution No. 3036](#)

[A Resolution Of The City Of Wilsonville Authorizing Acquisition Of Property And Property Interests Related To Construction Of The Boeckman Road Corridor Project. \(Barrett\)](#)

**CONTINUING BUSINESS [8:00 PM]**

**PUBLIC HEARING [8:00 PM]**

**CITY MANAGER'S BUSINESS [8:00 PM]**

**LEGAL BUSINESS [8:05 PM]**

**ADJOURN [8:10 PM]**

**INFORMATIONAL ITEMS – No Council Action Necessary**

**[AN URBAN RENEWAL AGENCY MEETING WILL  
IMMEDIATELY FOLLOW THE CITY COUNCIL MEETING](#)**

[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   int  rpretes disponibles para aqu  llas personas que no hablan Ingl  s, previo acuerdo. Comun  quese al 503-570-1506.](#)



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> February 23, 2023		<b>Subject:</b> Prohibited Camping Code Update Project	
		<b>Staff Members:</b> Amanda Guile-Hinman, City Attorney; Nick McCormick, Law Clerk	
		<b>Department:</b> Legal	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		<b>Comments:</b> N/A	
<b>Staff Recommendation:</b> N/A			
<b>Recommended Language for Motion:</b> N/A			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:** Review initial feedback from community members and stakeholders regarding potential prohibited camping regulations and discuss policy questions to inform development of prohibited camping regulations.

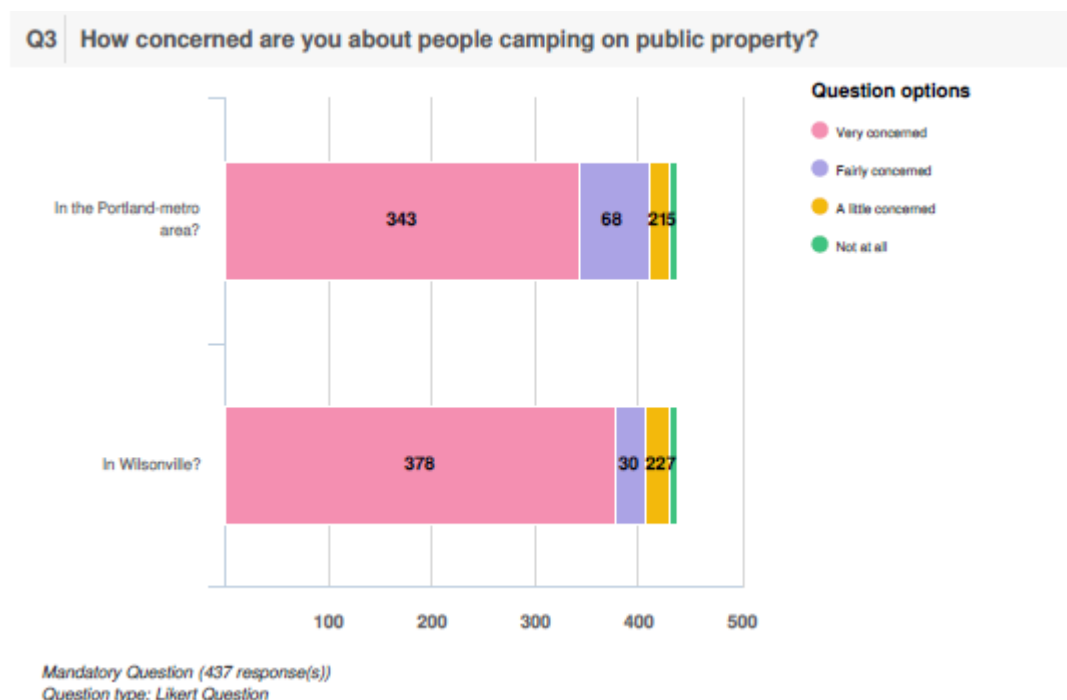
## EXECUTIVE SUMMARY:

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

This Staff Report provides background information that requires the City to revise its prohibited camping code provisions, what the City can and cannot regulate, and policy questions for the Council that staff will use to help inform the ultimate revisions to the City Code.

Woven within the policy questions discussion is the information staff has garnered thus far from its public outreach, including responses to the Let's Talk, Wilsonville! questionnaire, communications from community members to staff, and stakeholder interviews. A memo of the initial outreach results is attached hereto as **Attachment A**. As evidenced in the Let's Talk, Wilsonville! questionnaire (**Exhibit 1** attached to Attachment A), community members are particularly engaged and interested in this topic. Over 400 community members responded to the questionnaire, the largest response received since the City implemented Let's Talk, Wilsonville! Moreover, the vast majority of respondents stated they are either very concerned or fairly concerned regarding camping on public property both in the Portland metro area and Wilsonville – 94% and 93% respectively.

### CHART 1: Level of Concern Regarding Camping on Public Property



## I. BACKGROUND

### A. Federal Cases on Camping Ban Enforcement

#### 1. *Martin v. Boise* – Ninth Circuit Court of Appeals (2019)

In 2019, the 9th Circuit in *Martin v. Boise* examined the constitutionality of two Boise ordinances: one that made it a misdemeanor to use “any streets, sidewalks, parks, or public places as a camping place at any time,” and one that banned occupying or otherwise using a public or private structure without permission. The facts of the case are important to understand the nuance of the resulting limitations imposed on local governments – at the time, Boise had a “significant and increasing homeless population” and point-in-time counts of unhoused individuals in the county in which Boise is located, Ada County, ranged between approximately 750 to 870 individuals with 46 to 125 identified as unsheltered. The court noted that Boise had three homeless shelters at the time, all of which were run by nonprofits. These shelters were the only identified shelters in the county. One of the shelters had 96 beds for individuals and several additional beds for families, and it did not impose any religious requirements on its residents. The two other shelters were run by a religious nonprofit that offered Christian religious services and displayed religious messages and iconography on the walls – one shelter was exclusively for men and the other was exclusively for women and children. There were also time limits for how long individuals could stay at the two shelters. All told, Boise’s three homeless shelters contained 354 beds and 92 overflow mats for unhoused individuals.

The 9th Circuit ruled that these two ordinances generally violated individuals’ rights under the 8th Amendment, which prohibits government from imposing cruel and unusual punishment. What came out of *Martin* was the general understanding that a city cannot criminalize being involuntarily homeless – as the court explained, “[T]he Eighth Amendment prohibits the imposition of criminal penalties for sitting, sleeping, or lying outside on public property for homeless individuals who cannot obtain shelter.” 920 F.3d 584, 617. In other words, if a city does not have enough beds for unhoused individuals, it cannot punish those individuals for sleeping outside because they have nowhere else to go. The court focused on the following facts by determining that Boise’s prohibited camping ordinances violated the 8th Amendment: (1) there were not enough shelter beds in Boise for the unhoused population; and (2) some of the shelters had gender, time, and religious limitations that were additional barriers to unhoused individuals. In an effort to narrow the scope of the court’s decision, the court caveated its prohibition by holding that cities do not have to provide shelter and do not have to allow sitting, lying, and sleeping on public property at any time or at any place. Rather, cities can still have reasonable time, place, and manner restrictions for camping.

## 2. *Blake v. City of Grants Pass* – US Federal District Court for the District of Oregon (2020)

After *Martin*, many jurisdictions began revising their state and local statutes to comply with the recent decision. In 2020, a class of unhoused individuals challenged various Grants Pass regulations that were similar to those in *Martin* before the U.S. Federal District Court of Oregon in *Blake v. Grants Pass*. Grants Pass had attempted a limited revision to its regulations in light of *Martin* to allow “sleeping” in certain circumstances, but retained all other prohibitions of camping on public property. Among the regulations were bans on camping in parks, camping on public property, and sleeping in public places when any bedding is used, as well as exclusions from parks for violating more than one regulation in one year’s time. A particular focus by both the Federal District Court and later the Ninth Circuit Court of Appeals was that Grants Pass’s ordinances, while allowing sleeping, did not allow individuals to use any items to facilitate sleep, such as a pillow, blanket, cardboard, or tent. The fact scenario in the Blake case was similar to *Martin* – the point in time count for Grants Pass in 2019 identified 602 unhoused individuals. Grants Pass had no “shelters” as defined by the criteria established by the US Department of Housing and Urban Development (“HUD”)<sup>1</sup>. The one shelter in Grants Pass was run by Gospel Rescue Mission (“GRM”) and had very stringent rules and religious requirements. Thus, not only were there insufficient beds in Grants Pass even counting the GRM shelter, the Federal District Court indicated a reticence to even counting those shelter beds given the barriers imposed on unhoused individuals to accessing GRM’s shelter and the fact that GRM was not a HUD certified emergency shelter.

The District Court ultimately held that Grants Pass’s regulations violated *Martin*, and provided further clarification regarding when cities can or cannot enforce camping prohibitions. The Court held that the 8th Amendment prohibits a jurisdiction from punishing people for taking necessary steps to keep themselves warm and dry while sleeping (such as using bedding or a barrier between themselves and the ground). The court explained, “[I]t is not enough under the Eight Amendment to simply allow sleeping in public spaces; the Eight Amendment also prohibits a City from punishing homeless people for taking necessary minimal measures to keep themselves warm and dry while sleeping when there are no alternative forms of shelter available.” 2020 WL 4209227, \*6. The Court also held that enforcement through imposition of a civil penalty as opposed to a criminal charge did not relieve Grants Pass from the 8th Amendment analysis in *Martin*.

The Federal District Court did reiterate the *Martin* caveat that local jurisdictions do not have to provide shelters or to allow camping at all times on all public property. It also suggested that some regulations, such as prohibiting the use of tents, may be permissible under the Eighth

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<sup>1</sup> Interestingly, the *Martin* decision did not focus on whether the shelters in Boise met the HUD criteria. Rather, even with the shelter beds at the three shelters in Boise, there were not enough to meet the point-in-time count of unhoused individuals. This question of whether a shelter needs to meet the HUD criteria to be considered in the comparison of unhoused individuals to available beds remains unanswered. The implication is that jurisdictions do not know whether “available beds” must be in shelters that meet HUD criteria or other alternative sheltering that is becoming commonplace as temporary sheltering for unhoused individuals within the Ninth Circuit.

Amendment analysis. The court stated:

“The City may implement time and place restrictions for when homeless individuals may use their belongings to keep warm and dry and when they must have their belonging packed up. The City may also implement an anti-camping ordinance that is more specific than the one in place now. For example, the City may ban the use of tents in public parks without going so far as to ban people from using any bedding type materials to keep warm and dry while they sleep. The City may also consider limiting the amount of bedding type materials allowed per individual in public places.” *Id.* at \*15.

### 3. *Johnson v. City of Grants Pass* – Ninth Circuit Court of Appeals (2022)

Grants Pass appealed the *Blake* decision<sup>2</sup> to the Ninth Circuit Court of Appeals, the same court that issued the *Martin* decision. The Ninth Circuit did not focus on the type of shelter (whether HUD certified or not), but rather agreed with the District Court’s analysis that the allowance to sleep necessarily includes materials needed to keep warm and dry. The Ninth Circuit held that Grants Pass’s ordinances violated the Eighth Amendment to the extent the ordinances prohibited individuals from taking minimal measures to keep warm and dry while sleeping. The court explained that the only plausible reading of its *Martin* decision is that “it applies to the act of ‘sleeping’ in public, including articles necessary to facilitate sleep.” 50 F.4<sup>th</sup> 787, 808.

The Ninth Circuit, like the Federal District Court, also reiterated that certain prohibitions may be permissible, such as restricting construction of structures or use of tents, though it does suggest that such prohibitions need to be justified:

“Our holding that the City’s interpretation of the anti-camping ordinances is counter to *Martin* is not to be interpreted to hold that the anti-camping ordinances were properly enjoined in their entirety. Beyond prohibiting bedding, the ordinances also prohibit the use of stoves or fires, as well as the erection of any structures. The record has not established the fire, stove, and structure prohibitions deprive homeless persons of sleep or ‘the most rudimentary precautions’ against the elements. Moreover, the record does not explain the City’s interest in these prohibitions. Consistent with *Martin*, these prohibitions may or may not be permissible.” *Id.* at 812.

The Ninth Circuit jurisprudence has established the following rules regarding prohibited camping: (1) outright bans on camping on public property are impermissible when there are not enough beds available for unhoused individuals; (2) time, place, and manner regulations to limit when, where, and how people camp are permissible, but the regulations cannot have the effect of essentially banning camping or prohibiting individuals the ability to use materials necessary to facilitate sleep and to keep warm and dry; and (3) whether a jurisdiction imposes civil or

<sup>2</sup> The named plaintiff in the matter was substituted because Debra Blake died after the federal district court decision.

criminal penalties does not change the applicability of the Eighth Amendment on camping bans.

The Ninth Circuit case law does leave some questions for jurisdictions working to implement regulations that comply with the cases:

- Can alternative sheltering options be part of the calculation of available beds, or do only shelters that meet HUD criteria count? Only the Federal District Court discussed this nuance.
- Can shelter options available in the County be part of the calculation if the city can provide transportation to the shelters? Given that the counties in Oregon, and particularly in the Metro area, receive funding for shelters, their shelter opportunities could be relevant.
- Can the restriction on the erection of structures, including tents, survive Eighth Amendment scrutiny? Both the Federal District Court and the Ninth Circuit suggest that such prohibitions may be constitutional, if justified – though there is no discussion of the type of justification needed.

## **B. New Oregon Laws Regulating Local Camping Bans**

### *1. HB 3115 (2021)*

With the guidance of both *Martin* and *Blake* (2020), the Oregon legislature passed HB 3115 in 2021 (codified as ORS 195.530), which set up specific requirements and limitations for city and county camping ordinances. A copy of HB 3115 is attached hereto as **Attachment F**.

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

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

### *2. HB 3124 (2021)*

Additionally, passed as HB 3124 (2021) (attached hereto as **Attachment G**), and effective on June 23, 2021, ORS 195.505 added provisions requiring reasonable prior written notice to individuals of an intent to close an established campsite within 72 hours at each campsite entrance before closure. This policy does not apply if the site is housing illicit activities, in case

of emergencies, or sites near a funeral service. Additionally, a citation cannot be given if within 200 feet of a notice posted less than two hours before or after such time.

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

### **C. Other Considerations Regarding Camping Bans**

Other concerns related to the regulation of camping on public property include the 1989 U.S. Supreme Court decision of *Deshaney v. Winnebago County Department of Social Services*, which viewed the 14th Amendment as imposing a duty on government actors when they have created dangerous conditions for others. This has been further refined by the 9th Circuit to apply a duty to government actors where an affirmative act puts a person in danger with a deliberate indifference to a known or obvious danger. *LA Alliance for Human Rights v. City of Los Angeles*, 2021 WL 1546235.

This is an important policy consideration for cities in deciding where to prohibit camping and where to allow it. The city must ensure that regulations for camping and related prohibitions do not expose individuals to a greater danger than under current circumstances. This will sometimes require a case-by-case analysis of current environmental conditions and potential harms that may occur after site removal. It is still unclear as to how far the duty stretches under the State Created Danger principle.

## **II. CITY PROJECT**

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

### **A. What Can and Can't We Do?**

Below is a summary of the policy considerations that we can examine and that we cannot examine regarding prohibited camping:



1. **We cannot ban camping outright** – in the Ninth Circuit’s jurisdiction (Alaska, Arizona, California, Hawaii, Idaho, Montana, Nevada, Oregon, Washington), only cities with sufficient shelter beds for unhoused individuals can ban camping outright. Whether such shelter beds must be traditional shelters, pallet shelters, tent sites, or other city-sanctioned sheltering is not clear from the case law and state statutes. Regardless, Wilsonville does not have any such sheltering and currently there is no evidence that there is enough sheltering opportunities within Clackamas County more generally<sup>3</sup>. Currently, staff is not aware of any city that is able to meet this threshold of having enough beds available for its unhoused residents. Portland’s mayor recently stated a policy goal to reach this threshold, but otherwise, no city is able to ban camping outright.
2. **We are only covering regulations on City-owned property and rights-of-way** – the requirements from the case law and state statutes only require cities to either provide shelter beds or allow camping on City-owned property and rights-of-way, not privately owned property or property owned by other public entities. Thus, any regulations regarding camping that may be ultimately adopted by Council are not applicable to business complexes, HOA-owned parks, school district property, or residences. However, we can consider a program that allows private property owners to apply to provide some camping on their property – several Oregon jurisdictions have implemented such programs. Again, this type of program is beyond the scope of the prohibited camping code revisions.
3. **We can regulate the timing when camping may occur**, such as between certain hours (e.g., from 10 pm to 6 am).
4. **We can regulate where camping occurs on City-owned property** (e.g., parking lots, vacant City-owned lots, sidewalks, parks, etc).
5. **We can regulate how camping occurs**, such as to prohibit open flames/fire, certain structures, size of structures, and size of overall space occupied. However, we must allow for unhoused individuals to be warm and dry while they sleep. This likely means, at a minimum, allowing barriers between the individual and the ground, using sleeping bags or blankets to stay warm, and some protection from the rain.
6. **We cannot have regulations that are objectively unreasonable**. Reasonableness is determined by examining the totality of the circumstances, including the impact of the regulations on persons experiencing homelessness. Thus, if our time, place, and manner regulations have the impact of essentially prohibiting all camping or

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<sup>3</sup> The case law is not clear on whether shelters within a county but outside a city may count toward availability of shelter beds for a city to prohibit camping, but the cases do generally look at resources within larger metro/county areas when conducting its analysis.

extremely limited camping (*see Blake v. City of Grants Pass*), then the regulations are not objectively reasonable.

## B. Policy Questions

These policy questions are designed for the Council to consider not just how unhoused individuals may use City-owned property and rights-of-way, but also how other community members also use such facilities, to ensure that any restrictions and regulations do not specifically target unhoused individuals while allowing others to engage in the same conduct. For example, if a person may use a shade tent during a soccer tournament in a park, the City cannot restrict others from also using such a tent for other lawful purposes, such as resting, while the park is open. In order to assist the Council in this discussion, staff has compared the regulations of other jurisdictions that have already amended their local codes. That comparison chart is attached hereto as **Attachment B**. As noted above, staff has also prepared an initial public outreach report that is attached hereto as **Attachment A**. To the extent the feedback and other jurisdictions' regulations are relevant to a specific policy question, that information has been incorporated.

**Policy Question 1:** Whether the hours an individual may camp should be limited to a specific time period. For example, the City could allow camping on certain city property between the hours of 10 pm and 6 am. Currently, the City closes parks at night (parks posted to be closed from 10 pm to 6 am). The City could continue to close parks at night, which would have the effect of prohibiting all camping in public parks at night. This allows the preservation of the parks and the City's investment in the parks, but the City will likely need to ensure that there are other City-owned areas where individuals are able to camp in order for such a prohibition to be considered "objectively reasonable." Also, importantly, individuals may still use the parks during the daytime in any way that does not otherwise violate city code. In other words, individuals are allowed to recreate in city parks during open hours in any manner that does not violate City regulations. A map of park spaces, delineating between City-owned parks and park facilities owned by homeowners associations, is attached hereto as **Attachment C**.

Community members responded in the questionnaire that duration of stay should receive the most consideration in the development of a new camping policy and hours during which camping is allowed was the second most important consideration. Bend, Medford, and Newport limit the period of camping in one location to 24 hours; Seaside limits camping to occur between 8 pm and 8 am. *See Attachment B*. In some of the stakeholder interviews conducted, individuals were not opposed to a specific time limitation, such as 10 pm to 6 am. Some individuals wanted a longer duration (such as 24 hours) for individuals camping in their vehicles because that felt a little less disruptive than sleeping on sidewalks or in parks/forested areas. Additionally, information from service providers indicates that most of Wilsonville's unhoused population either sleep in their vehicles or "double-up" – meaning they find shelter at someone else's home.

## CHART 2: Forced Ranking of Factors to Consider When Developing Camping Policy

**Q6** With #1 being most important, which factors should receive the most consideration in the development of new overnight camping policy?

OPTIONS	AVG. RANK
Duration of stay	2.64
Hours during which camping is allowed	3.16
Compatibility with nearby uses	3.32
Environmental impacts	4.13
Proximity to services	4.25
Access to buildings, sidewalks	5.08
Access to public parking lots	5.17

*Optional question (432 response(s), 5 skipped)  
Question type: Ranking Question*

**Policy Question 2:** Should camping be prohibited outright in areas identified within the Significant Resource Overlay Zone (SROZ)? Given the environmental protections in place for areas within the SROZ, continuing to protect such areas will likely be considered objectively reasonable. A map of the City SROZ is attached hereto as **Attachment D**.

**Policy Question 2a:** In the forested park areas that are not part of the SROZ, should certain conduct be prohibited at all times (not just when the parks are closed)? If so, what conduct would be prohibited? For example, should the City consider allowing anyone, while the park is open, to sit, lie, and/or sleep in forested areas? Should the City consider restricting the items an individual may use if sitting/lying/sleeping, such as chairs or tents? This policy question implicates not only the place, but the manner in which individuals may recreate and camp in the forested areas while the park is open.

In the Let's Talk, Wilsonville! questionnaire, environmental impacts ranked fourth out of the seven considerations (see Chart 2 above). However, it was rated as one of the least suitable places for overnight camping, along with areas around parks and trails, near schools, and near residences.

### CHART 3: Forced Ranking of Locations' Suitability to Allow Camping

**Q5** With #1 being the best alternative, rank each location's suitability as a space to allow overnight camping (as required by ...

OPTIONS	AVG. RANK
City/Government-owned Property	2.57
Industrial Areas	3.40
Transit Areas	4.02
Parking Lots	4.41
Office/Commercial Areas	5.76
Town Center	6.82
Rights-of-Way/Streets	7.07
Retail Areas	7.27
Forested/Environmentally Sensitive Areas	7.47
Parks & Trails	8.00
School Grounds	10.54
Residential Neighborhoods	10.68

*Mandatory Question (437 response(s))  
Question type: Ranking Question*

Medford expressly prohibits camping in its greenways and Bend prohibits camping in its waterway overlay zone (each are similar to Wilsonville's SROZ).

**Policy Question 3:** Should there be restrictions on the kinds of materials that may be used while camping? Currently, the City already restricts open flames in parks except in designated areas. Open flames/stoves pose fire risks that will likely make prohibiting them objectively reasonable.

Bend only allows "approved fires for cooking and warmth" and prohibits power generators. In the stakeholder interviews, individuals were comfortable with prohibiting accessories that may be a fire risk from being used in environmentally sensitive areas in particular. One service provider also noted that the food that unhoused individuals receive from that provider are generally "grab-and-go" food that does not need to be heated or cooked.

**Policy Question 4:** Should the City prohibit camping within a specific distance of certain land uses, such as schools or residences? As long as there are other locations available for camping, these regulations may be objectively reasonable to ensure child safety. As noted in Chart 3 above and Chart 4 below, proximity to schools and residences is a key concern of community members.

**CHART 4: Factors to Consider When Reviewing Potential Locations to Allow Camping**



Newport prohibits camping within 200 feet of schools and childcare facilities. All cities reviewed prohibit camping in residential areas or near residences.

**Policy Question 5:** Should the City limit the space a campsite may occupy? The City could impose a size limitation of campsites so that people have enough room for their personal belongings and to sleep while preventing the expansion of the footprint of campsites.

Bend imposes a spatial limit of 12x12 feet or 144 square feet of a campsite, prohibits any more than 3 campsites per block, and each must be at least 150 feet apart. One stakeholder interviewee expressed specific support for limiting the footprint of a campsite.

**Policy Question 6:** Should the City allow camping in City-owned parking lots and certain vacant City-owned property(ies)? Attached hereto as **Attachment E** is a map of City-owned taxlots and vacant properties (as identified by Metro).

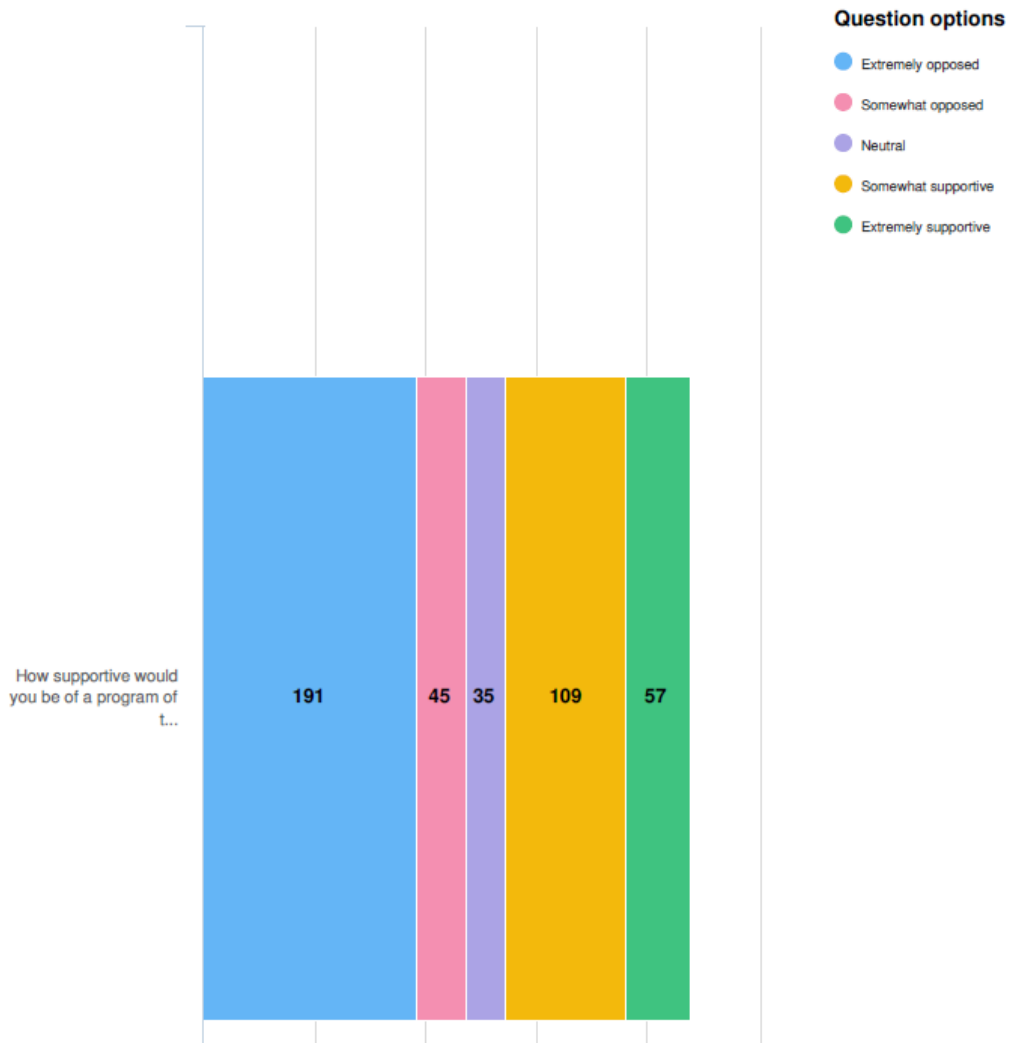
As noted in Chart 3, City-owned property was ranked as the most suitable option to allow camping and City parking lots was ranked fourth. Bend and Newport, to the extent they allow the use of City-owned parking lots and property, have designated places where unhoused individuals may camp. Medford and Seaside do not have explicit designated parking lots or other City-owned properties listed.

**Policy Question 7:** Should the City consider a private property safe camping program? Cities such as Bend, Medford, Newport, Seaside, and several other cities offer a private property camping program to property owners. See **Attachment B**.

While policy specifics would need to be further explored, the Let's Talk, Wilsonville! question on this topic received a mixed response, though most indicated they were opposed to a private property camping program. See Chart 5 below. Many of the individuals in the stakeholder interviews were receptive to such a program.

## CHART 5: Whether to Consider a Private Property Camping Program

**Q7** One consideration is a program to allow camping on private property, with approval of the property owner. Typically, these programs allow temporary camping (a maximum of 90 days, 6 months, etc.), with the maximum number of camp sites dependent on t...



**Policy Question 8:** Should the City have separate considerations for car camping versus tent camping/sleeping directly on City property and sidewalks?

One of the stakeholder interviews raised the concept of having different standards for car camping versus other types of camping. This idea recognized that most unhoused individuals in Wilsonville do not tent camp or sleep directly on City property, but instead camp in their vehicles. Vehicle camping was noted in the interview as feeling less disruptive and would better accommodate Wilsonville's unhoused residents.

**Policy Question 9:** Are there any other regulations that should be considered as part of this prohibited camping project – particularly, regarding the time, place, or manner that camping is allowed?

#### **EXPECTED RESULTS:**

Contemporaneous with the community outreach, the project team has begun the process of reviewing current city code and locating code sections to be revised in light of the new state laws, with the city potentially approving a final revised code by May 2023.

#### **TIMELINE:**

Approximate timeline of expected upcoming events:

1. February 23, 2023 – Second Council Work Session to go over policy considerations and initial community feedback
2. March 20, 2023 – Third Council Work Session to review draft Code revisions
3. April 17, 2023 – Fourth Council Work Session for any last revisions
4. May 1, 2023 – First Reading of Ordinance
5. May 15, 2023 – Second Reading of Ordinance
6. July 1, 2023 – New regulations become effective

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

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

#### **COMMUNITY INVOLVEMENT PROCESS:**

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

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

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

#### **ATTACHMENTS:**

1. Attachment A – Initial Public Outreach Memorandum dated February 7, 2023
2. Attachment B – Prohibited Camping Regulations Comparison Chart
3. Attachment C – Map of parks



4. Attachment D – Map of SROZ
5. Attachment E – Map of City-owned taxlots and Metro regional vacant lands inventory of City-owned properties
6. Attachment F – ORS 195.530 (HB 3115)
7. Attachment G – ORS 195.505 (HB 3124)

## MEMORANDUM

TO: Wilsonville City Council

FROM: Amanda Guile-Hinman, City Attorney

DATE: February 7, 2023

RE: Initial Public Outreach – Prohibited Camping Code Update Project

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### I. INTRODUCTION

This memorandum provides the initial public outreach undertaken by staff regarding the prohibited camping code update project. **Exhibit 1** attached hereto is the Let's Talk, Wilsonville! questionnaire results report. The questionnaire received the largest community response of a Let's Talk, Wilsonville! survey at 437 responses. This memorandum details the other outreach components already undertaken and those planned in the coming days.

### II. OUTREACH EFFORTS

In addition to information collected internally from staff members such as City Parks maintenance staff, Library staff, and Public Works staff, and Police, staff has contacted, or attempted to contact, Wilsonville Community Sharing, Heart of the City, fourteen religious organizations located in the city, the Chamber of Commerce, Rotary Club, Wilsonville Alliance for Inclusive Communities, and 26 local homeowners associations. Staff also contacted the West Linn-Wilsonville School District; Tualatin Valley Fire and Rescue; Clackamas County Health, Housing, and Human Services; and several regional, state, and federal agencies that work with unhoused individuals and the housing crisis.

Thus far, staff met with Wilsonville Community Sharing, Creekside Bible Church, Clackamas County Housing and Community Development staff, Tualatin Valley Fire and Rescue staff, West Linn-Wilsonville School District staff, the Wilsonville Alliance for Inclusive Communities, the Parks and Recreation Advisory Board, and the Chair of the City's Diversity, Equity, and Inclusion Committee. Staff is also scheduled to provide presentations to the Library

Board on February 22, 2023 and the Diversity, Equity, and Inclusion Committee on March 14, 2023.

Staff is also planning an anonymous survey for Tuesday, February 14, 2023, coordinated through Wilsonville Community Sharing, for unhoused individuals to provide information to the City about camping regulations.

### **III. INFORMATION FROM OUTREACH**

This memorandum summarizes the information obtained from interviews conducted thus far.

#### **A. Services Provided**

Below is information regarding services provided to unhoused individuals<sup>1</sup> by those organizations staff interviewed:

- Wilsonville Community Sharing (WCS) provides “grab and go” food for unhoused individuals on Tuesdays from 12:30 pm to 2:30 pm and 6 pm to 7:15 pm at its food pantry located in the City’s Art Tech Building at 29796 SW Town Center Loop East. Community members will sometimes donate to WCS small dollar gift cards to local restaurants and grocery stores that are given out to unhoused individuals. WCS noted that they provided food to 52 unhoused individuals last year, but that number is duplicative because many people came to WCS each week for food. They estimate that they provided approximately 1,000 pounds of food to unhoused persons last year.
- Clackamas County Housing and Community Development department discussed with City staff several important resources available to unhoused individuals.
  - Clackamas County has a program called Coordinated Housing Access, which serves as the starting point to get individuals connected to housing and support services. People can call **(503) 655-8575** and leave a message or fill out the online form at <https://www.clackamas.us/communitydevelopment/cha>.
  - Clackamas County also has a number people may call when an individual appears to be experiencing a mental health crisis, but does not appear

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<sup>1</sup> These organizations in many cases provide other services to individuals based on other life circumstances, but the interviews are specifically focused on services provided to unhoused individuals.

dangerous or need a police response. That phone number is **(503) 655-8585**. Individuals experiencing suicidal crisis or mental health-related distress can also dial **988**, which is the National Suicide and Crisis Lifeline.

- The West-Linn Wilsonville School District staff explained that the school district works to remove barriers that prevent unhoused students from attending school. One way the school district does this is by providing transportation to the student's "school of origin." If a student's family is unhoused and staying in location(s) outside of the school or school district boundaries, the school district will provide transportation to ensure the student is able to attend their school of origin. Providing transportation to an unhoused student's school of origin is a requirement under federal law (42 USC §11432(g)(1)(J)(iii)). Another way the school district works to remove barriers is by offering free or reduced lunch. Applications for the program should be submitted during the summer prior to the start of the school year or at the beginning of the school year. The application can be found here:  
<https://www.ode.state.or.us/apps/frlapp>.

#### **B. Other Notable Discussion Points**

In these interviews, staff also inquired about the service providers' general experiences, barriers to providing services, and any considerations that should go into a prohibited camping code update. Below is a summary of some notable discussion points raised:

- One provider noted that many of the unhoused individuals they serve live in their vehicles and camp at the rest stop. They estimated approximately 80% of the individuals are senior citizens and mainly men. They also stated that almost all of the individuals that sought services are not addicted to drugs or drug users nor appear to have significant mental health disorders.
- Another service provider stated that the unhoused individuals they serve are generally not unsheltered, but rather living in others' homes or temporarily in vehicles.
- A service provider explained that a barrier that does occur for some unhoused individuals in the community is what to do when their vehicle breaks down. Since this provider's experience is that many unhoused residents in the community live in

their vehicles, a vehicle breaking down means they cannot drive and move their car and are more likely to have their vehicle (their home) towed.

- None of the providers were overly enthusiastic about a private property camping program – though some expressed a willingness to work with the City on a City-sponsored program.
- Clackamas County is planning to launch new programs and infrastructure for supportive housing through Metro’s new Supportive Housing Services tax.
  - Clackamas County staff will be providing a presentation to the City Council on February 23, 2023 about some of its new initiatives.
- Clackamas County provides utility payment assistance and limited water and wastewater payment assistance to low-income individuals. People can call **(503) 650-5640** or fill out an application request at <https://www.clackamas.us/socialservices/energyassistance>
- One provider noted that some COVID-19 emergency benefits are coming to an end in March 2023. February is the last month that the federal government will allow Oregon to issue pandemic emergency food benefits for eligible SNAP households. For more information about this change and regular SNAP benefits, visit <https://www.oregon.gov/dhs/ASSISTANCE/FOOD-BENEFITS/Pages/Emergency-Allotments.aspx>.
- One interviewee explained that many unhoused individuals in the area do not want to be visible to the community. Visibility often means that the camp will closed down, unhoused individuals could be harassed, or items might be stolen.
- One interviewee connected with unhoused individuals at the rest stop from approximately 2008 through 2010. Most people lived in their vehicles. The interviewee explained that for most of those individuals, the biggest hurdles were not drugs, alcohol, or severe mental health disorders, but rather a lack of basic life skills.
- Another interviewee similarly noted that most unhoused unsheltered individuals in Wilsonville live in their vehicles. A suggestion was to look at the regulations for vehicles differently (and more permissively) than tent camping or sleeping directly on sidewalks and City property.

- Interviewees were generally supportive of continuing to close parks at night to all people, including unhoused individuals.
- Supportive sanitation facilities was a common theme in many of the interviews, particularly focusing on garbage receptacles and restrooms. This is an item that will be discussed among the inter-departmental team as allowable places to camp are identified.

# Survey

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## **SURVEY RESPONSE REPORT**

19 July 2019 - 05 February 2023

### **PROJECT NAME:**

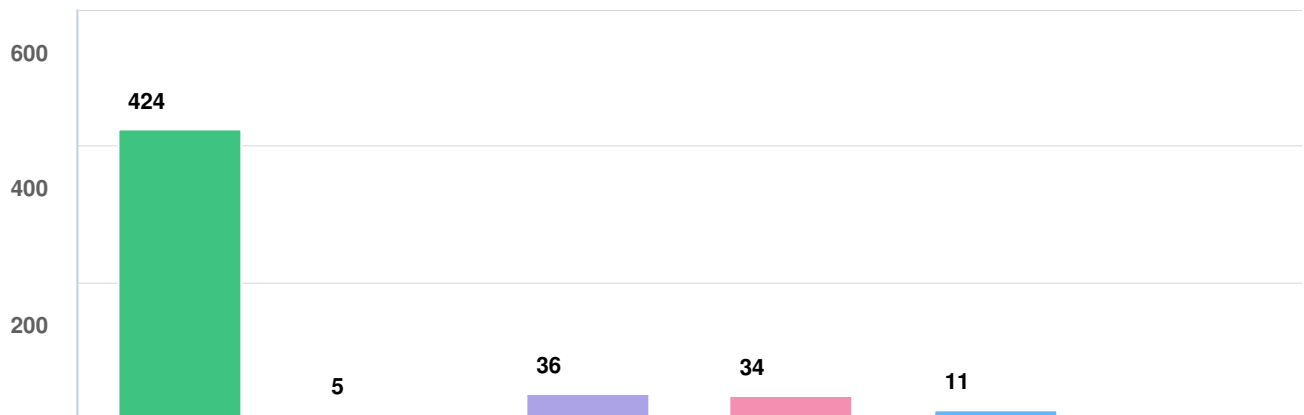
Legal Review of Prohibited Camping Code





# SURVEY QUESTIONS



**Q1** What is your relationship to the City of Wilsonville?**Question options**

- ☒ I live in Wilsonville   ☐ I go to school in Wilsonville   ☐ I am employed by a Wilsonville business  
☐ I operate a Wilsonville business   ☐ I am a frequent visitor to Wilsonville   ☐ None

Optional question (437 response(s), 0 skipped)

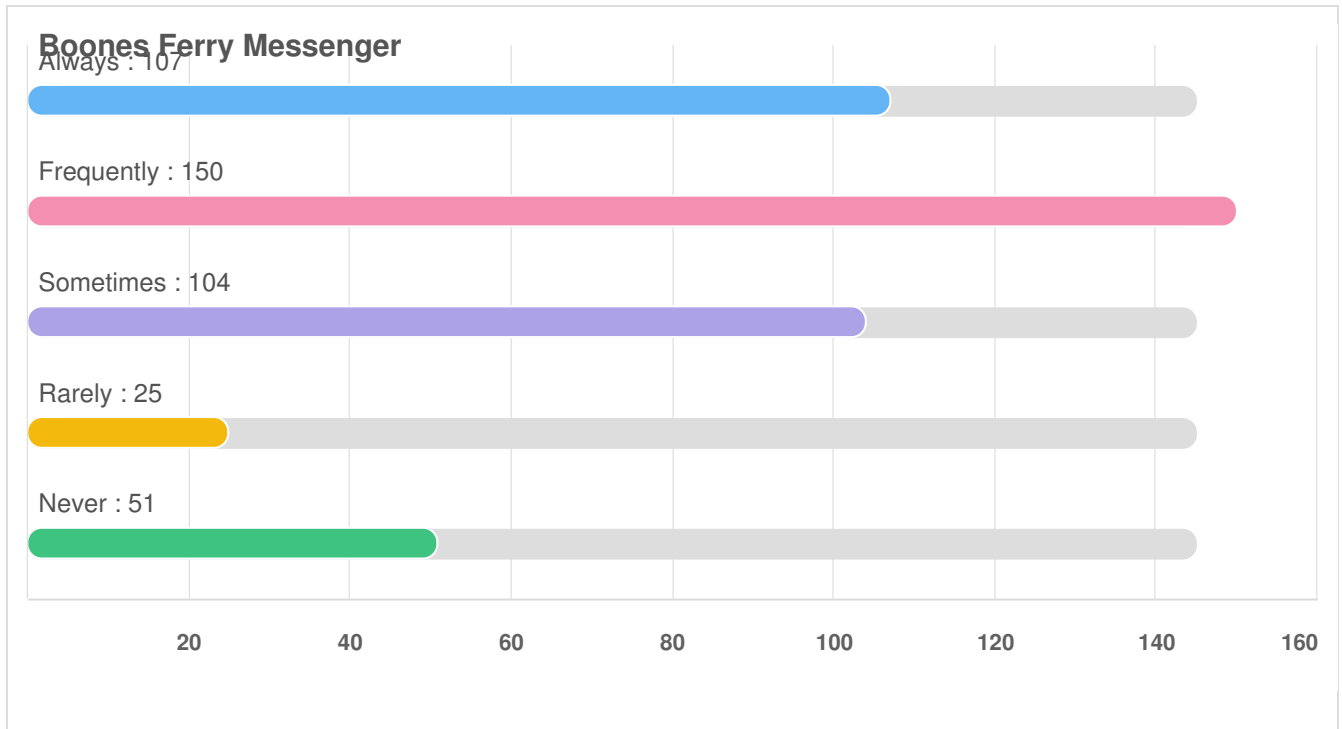
Question type: Checkbox Question

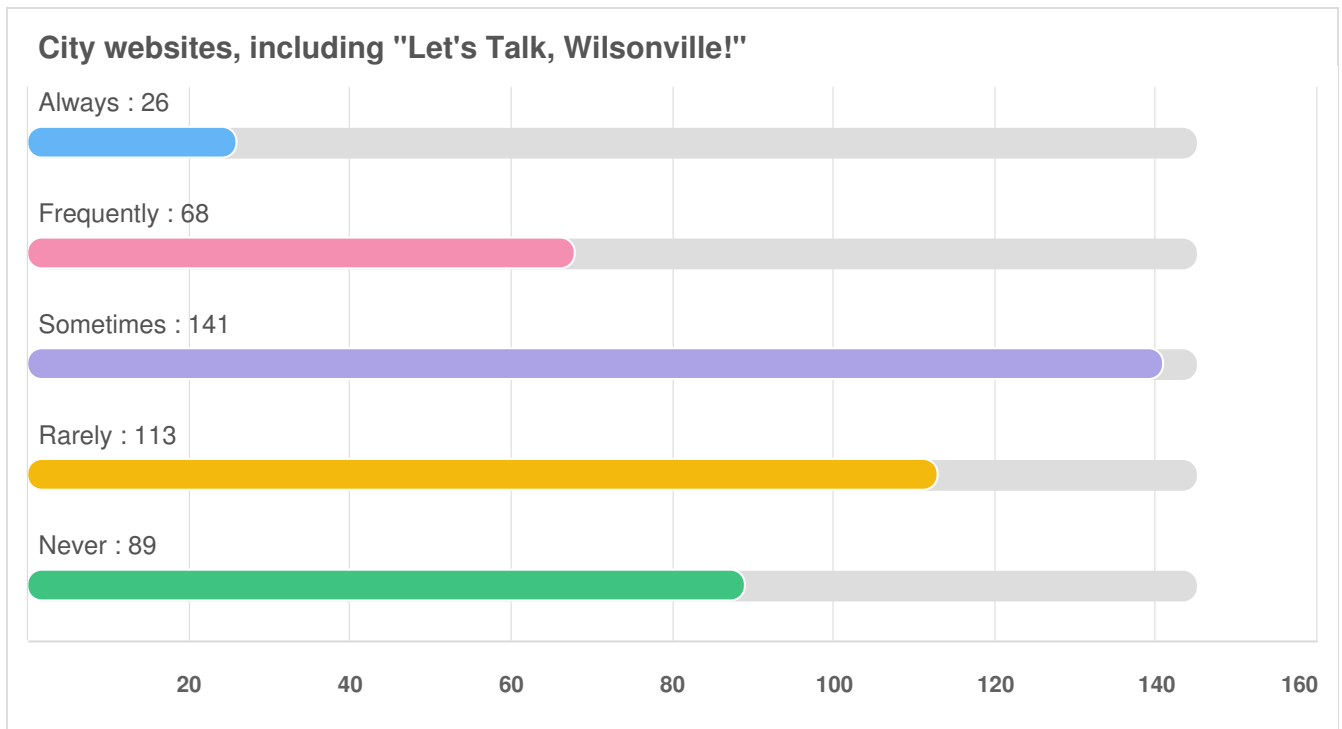
**Q2 How do you typically stay informed about City projects of interest to you?**

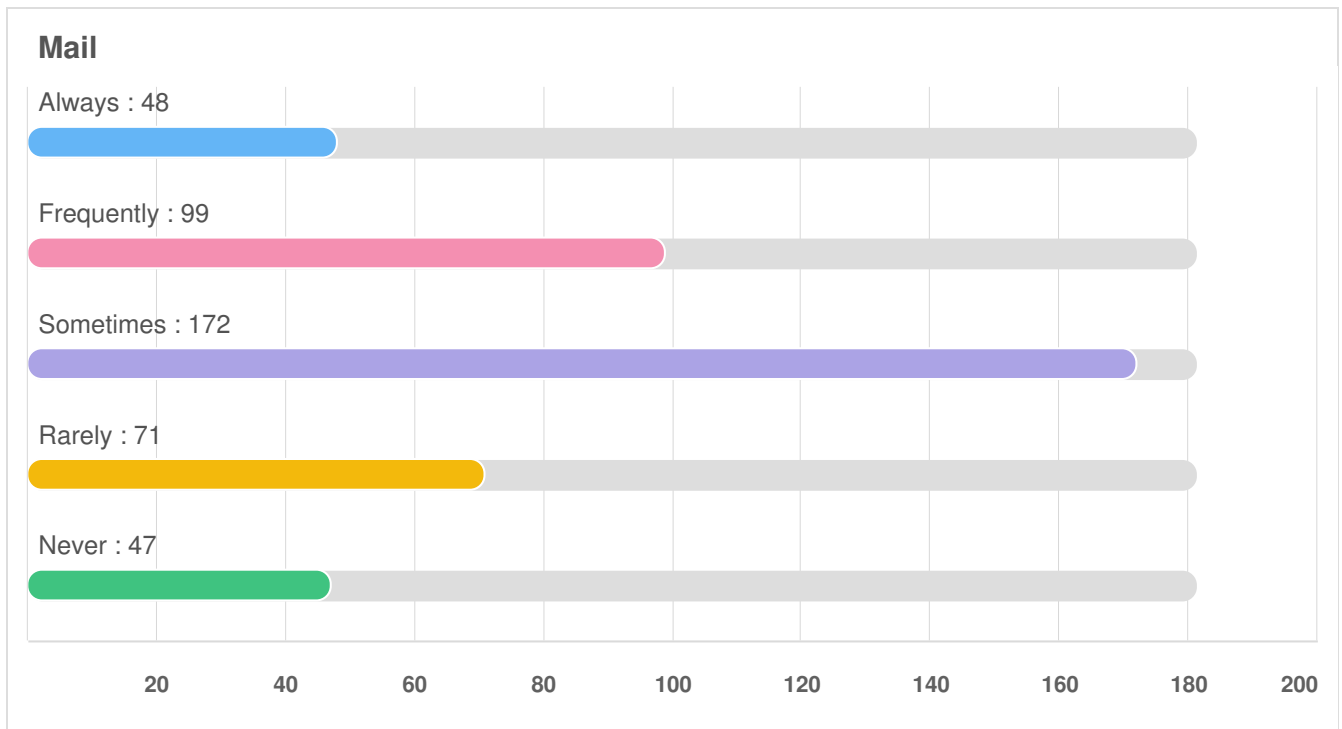
Mandatory Question (437 response(s))

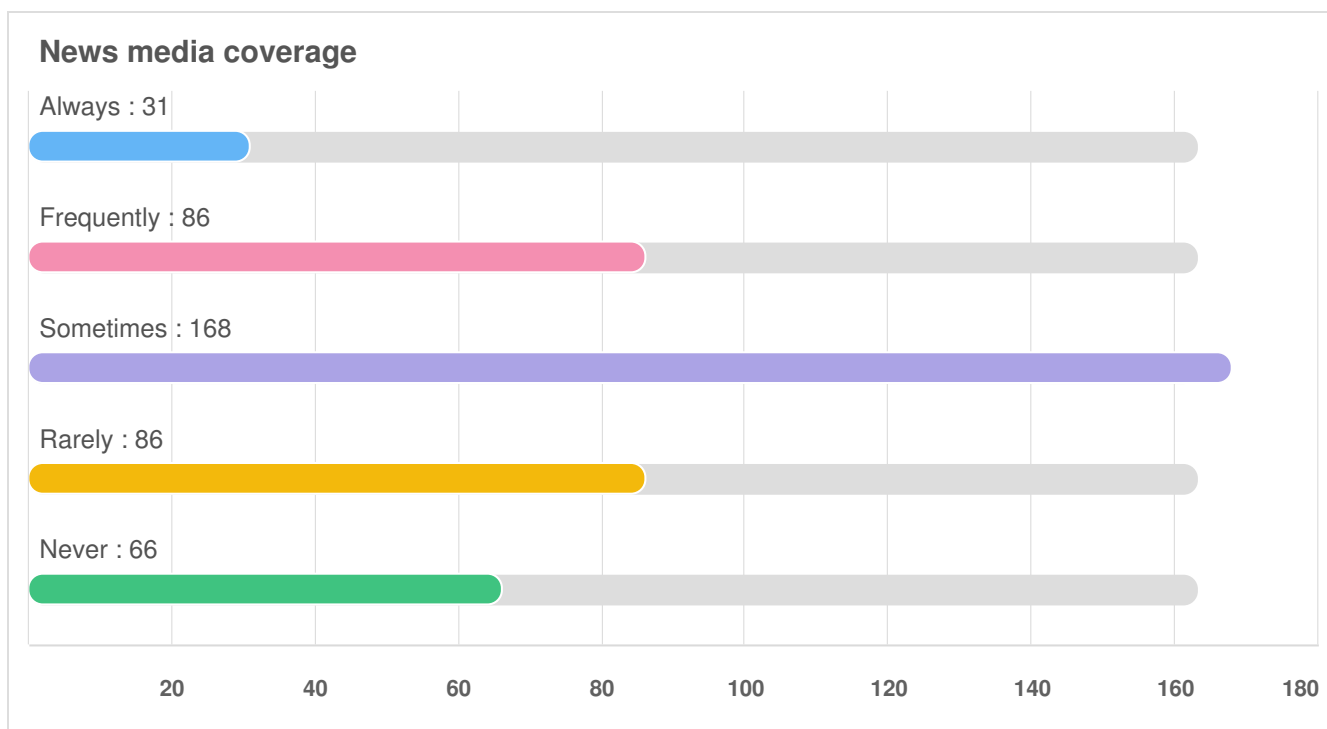
Question type: Likert Question

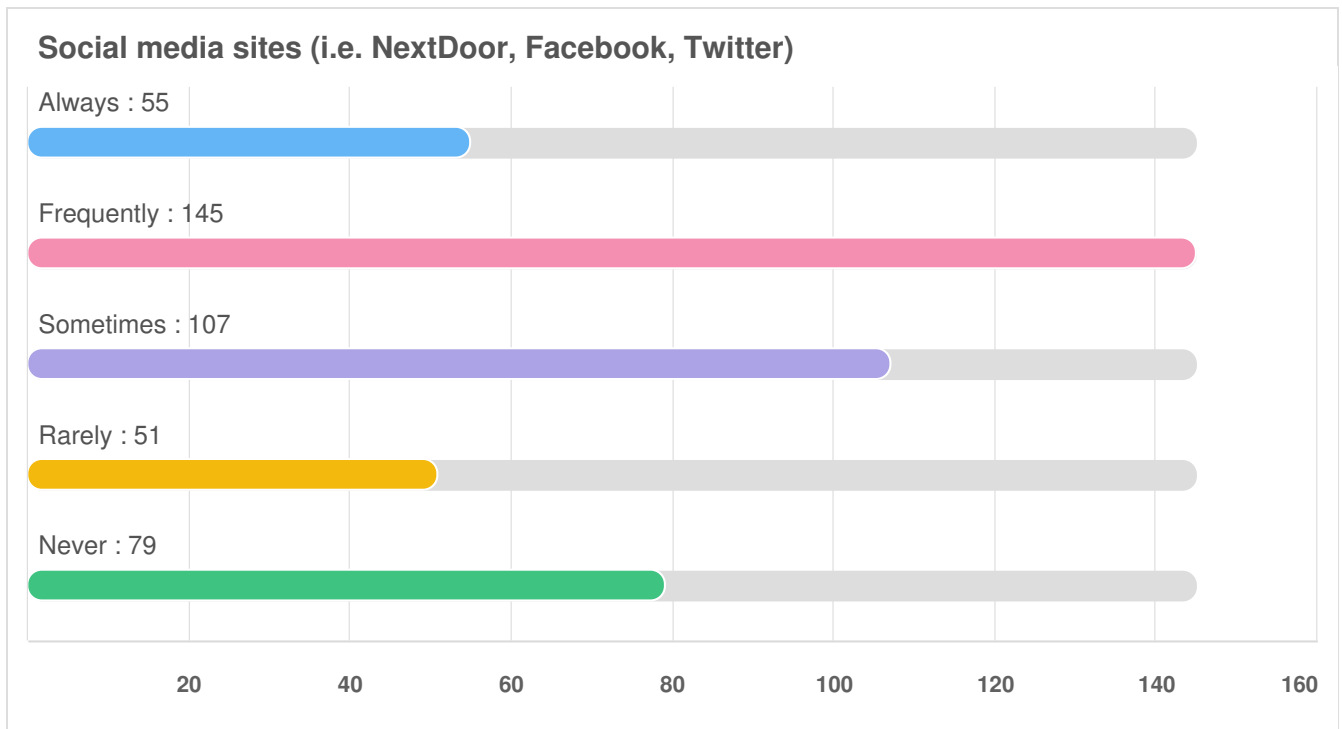
**Q2** | How do you typically stay informed about City projects of interest to you?

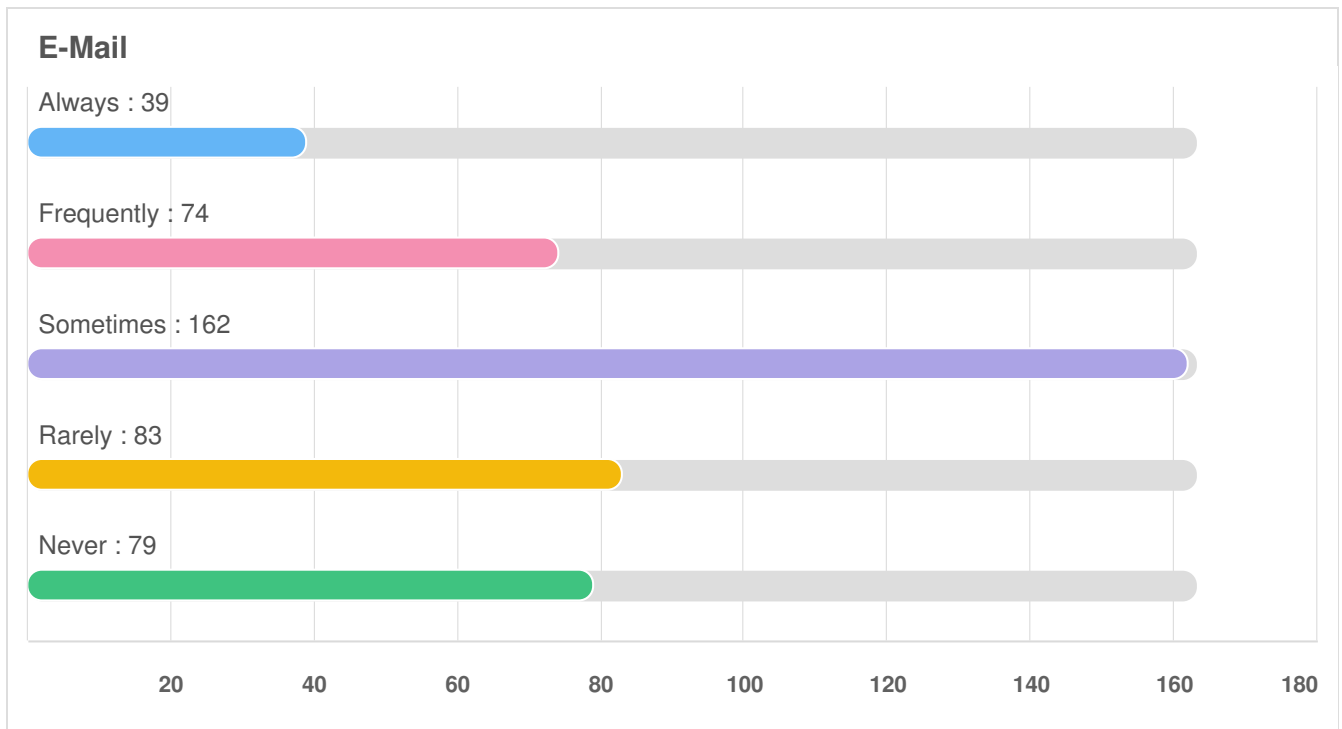




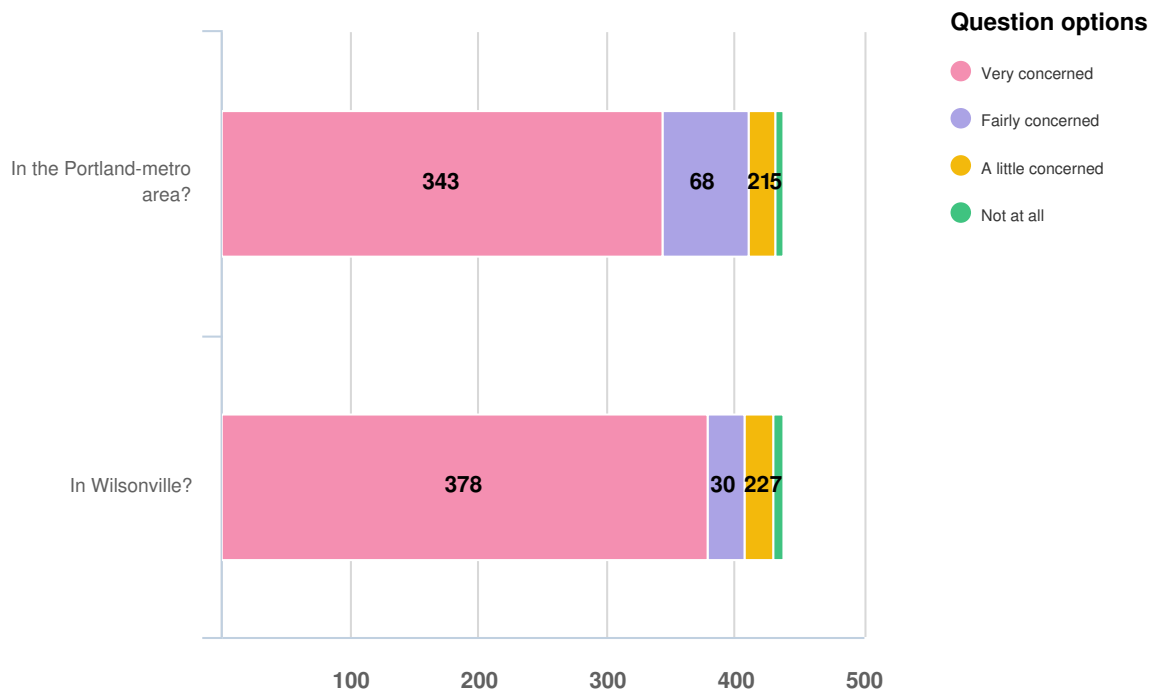








### Q3 How concerned are you about people camping on public property?



Mandatory Question (437 response(s))  
Question type: Likert Question



### Q3 How concerned are you about people camping on public property?

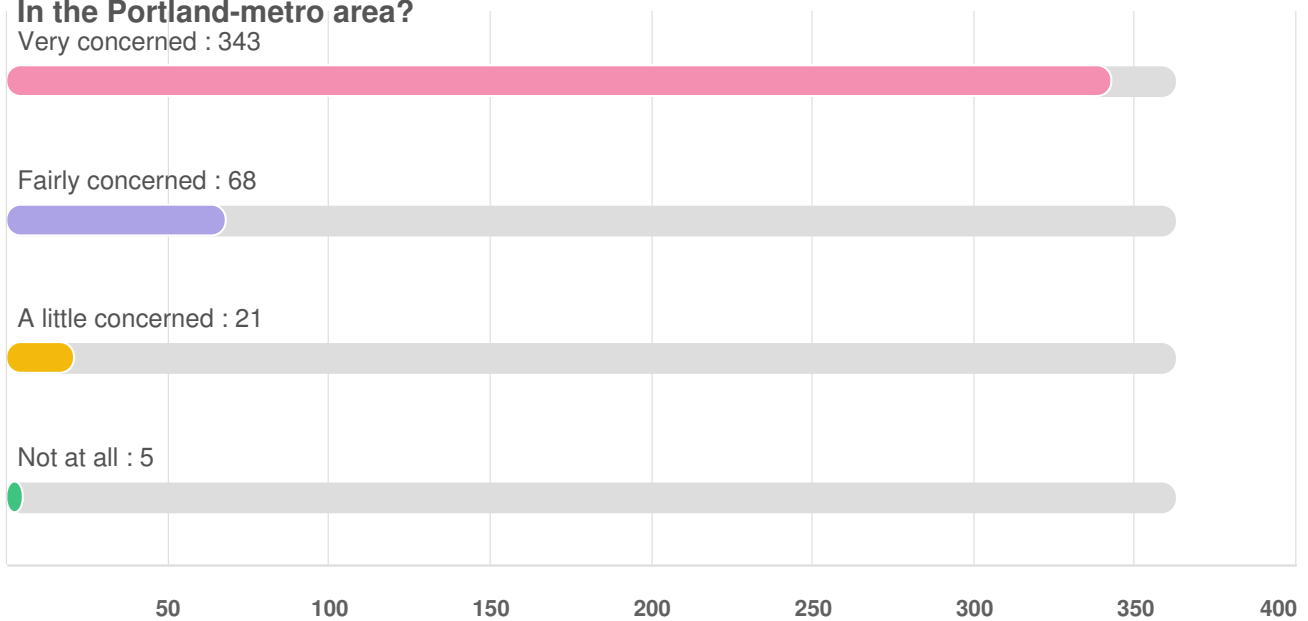
#### In the Portland-metro area?

Very concerned : 343

Fairly concerned : 68

A little concerned : 21

Not at all : 5



### In Wilsonville?

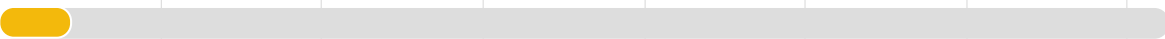
Very concerned : 378



Fairly concerned : 30



A little concerned : 22

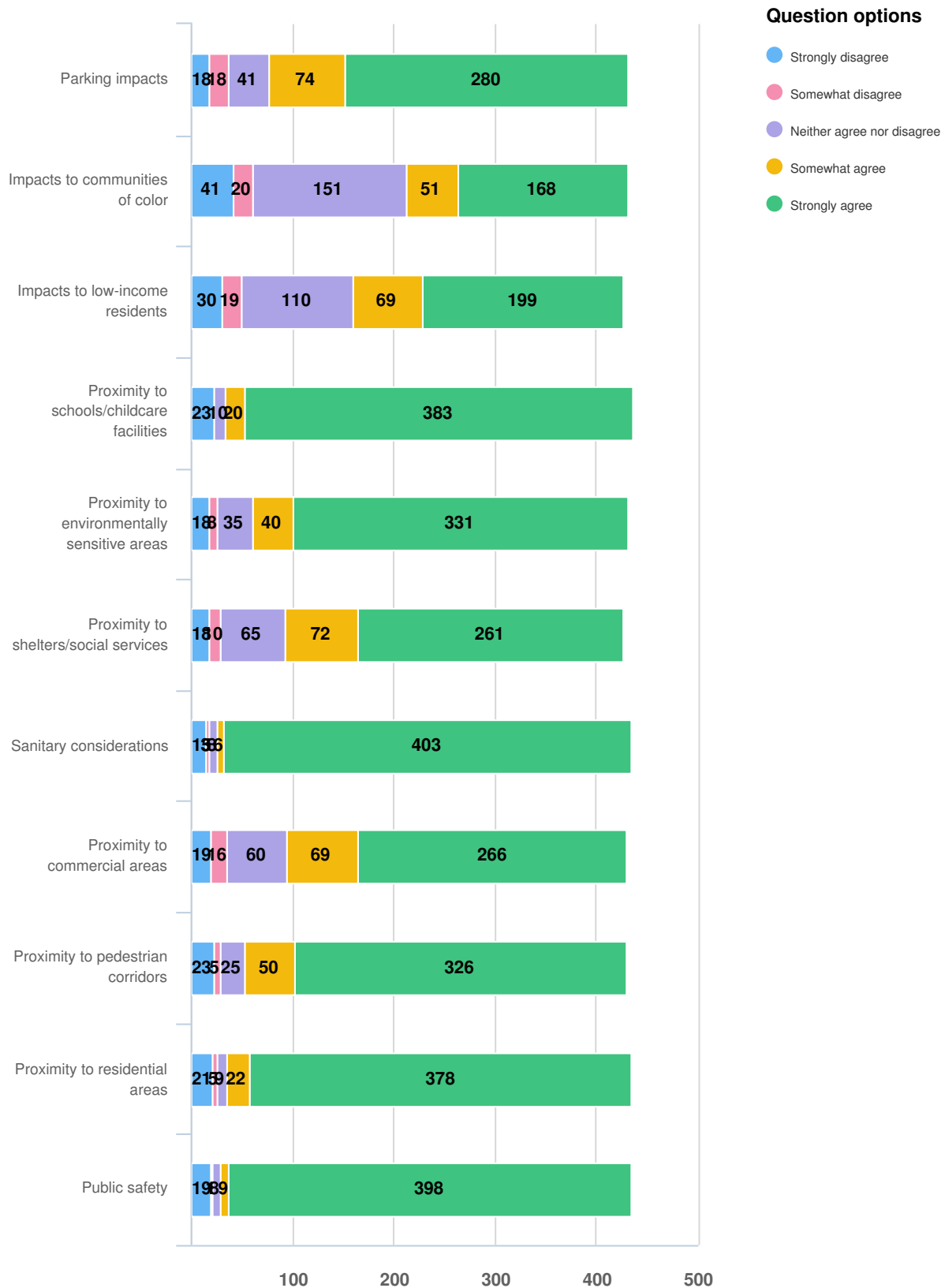


Not at all : 7



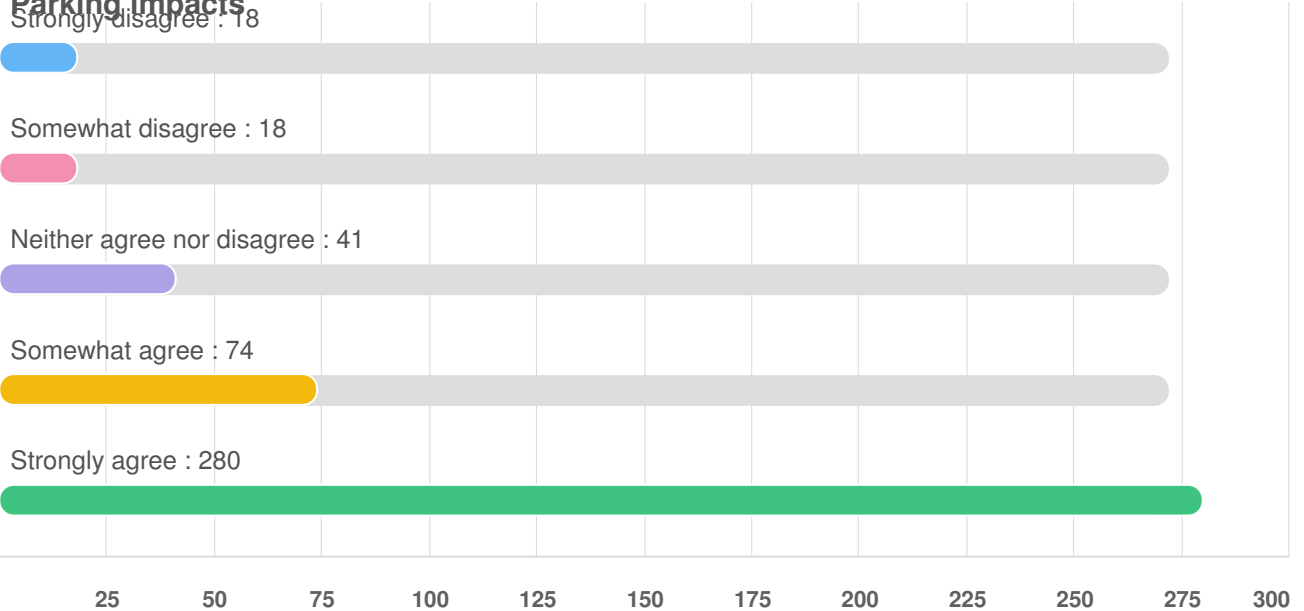
50 100 150 200 250 300 350 400

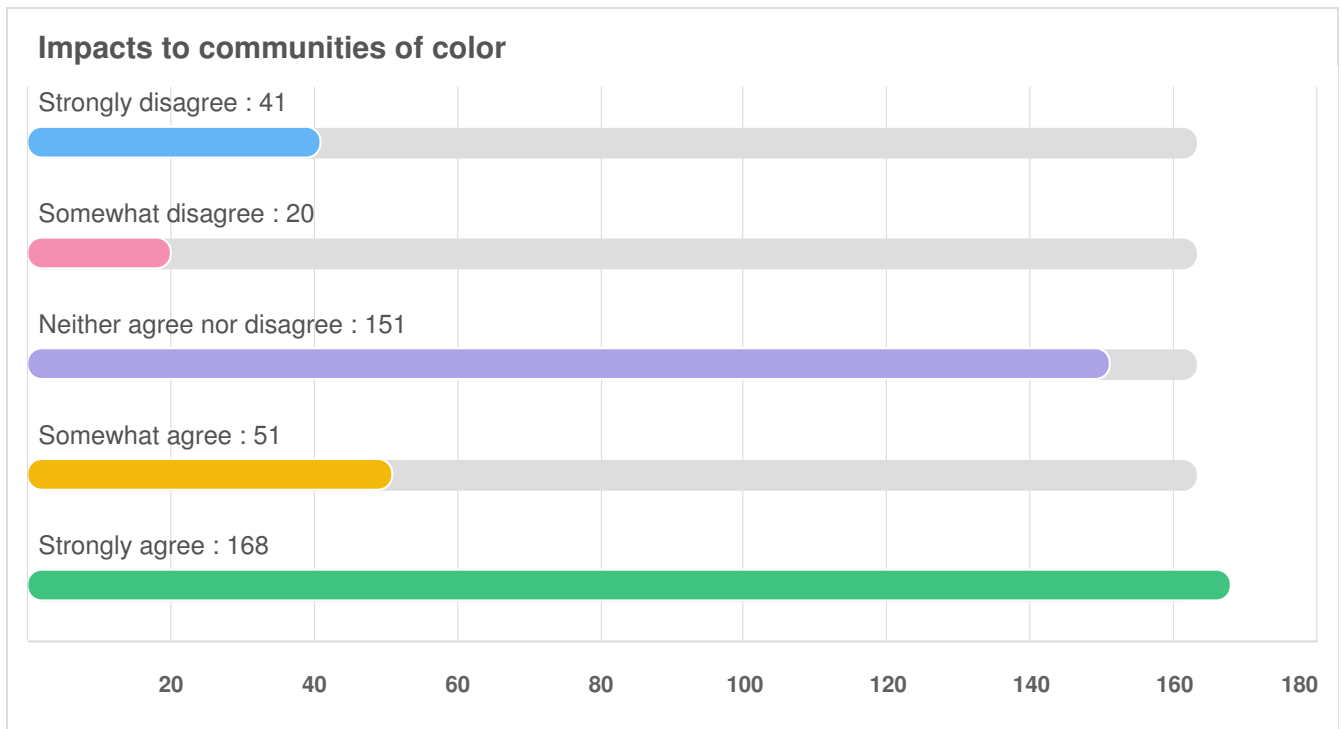
#### Q4 The City should consider the following factors when reviewing potential locations at which to allow overnight camping?

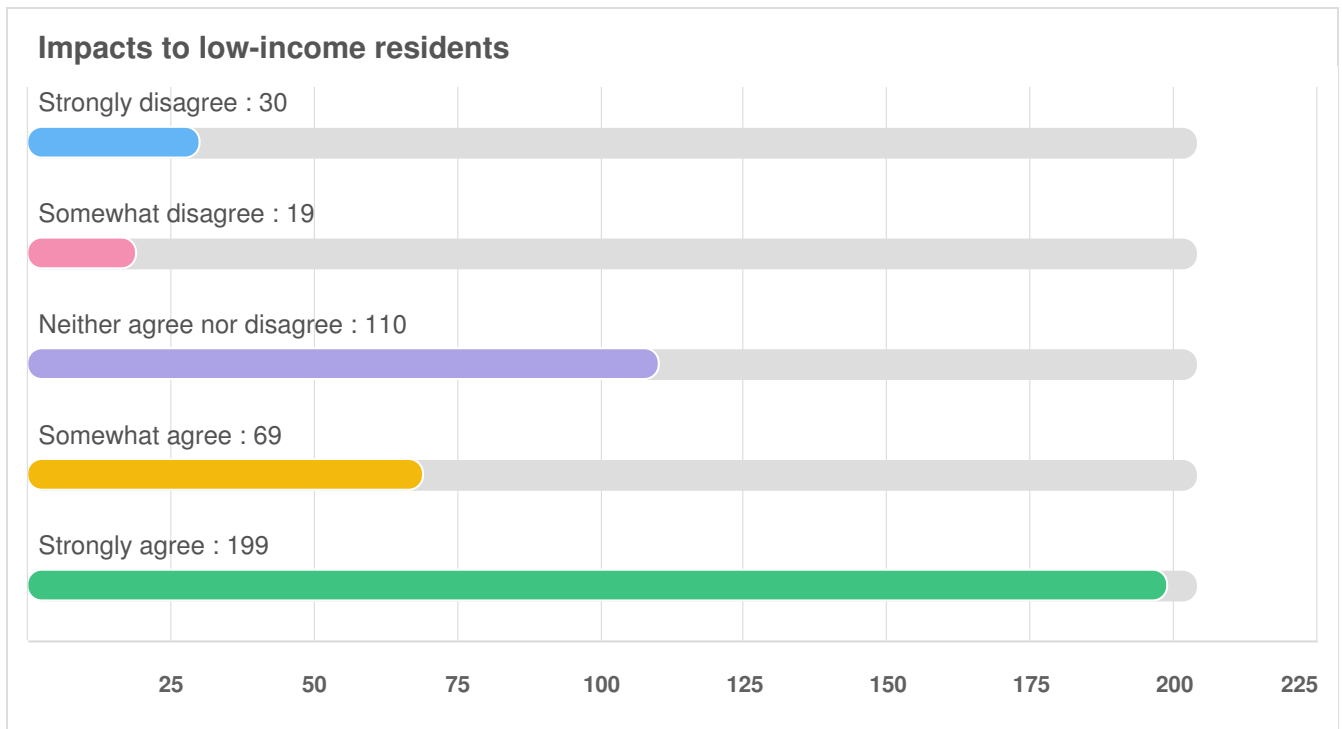


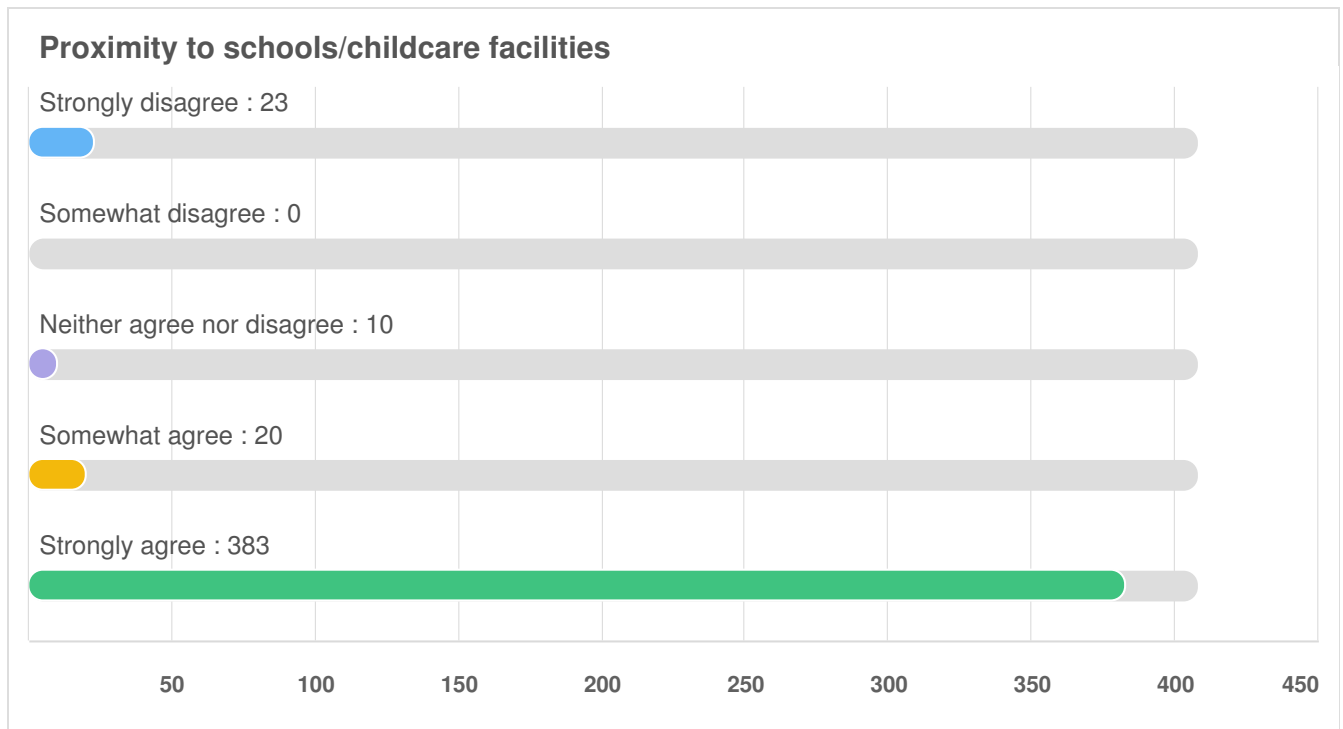
Optional question (437 response(s), 0 skipped)

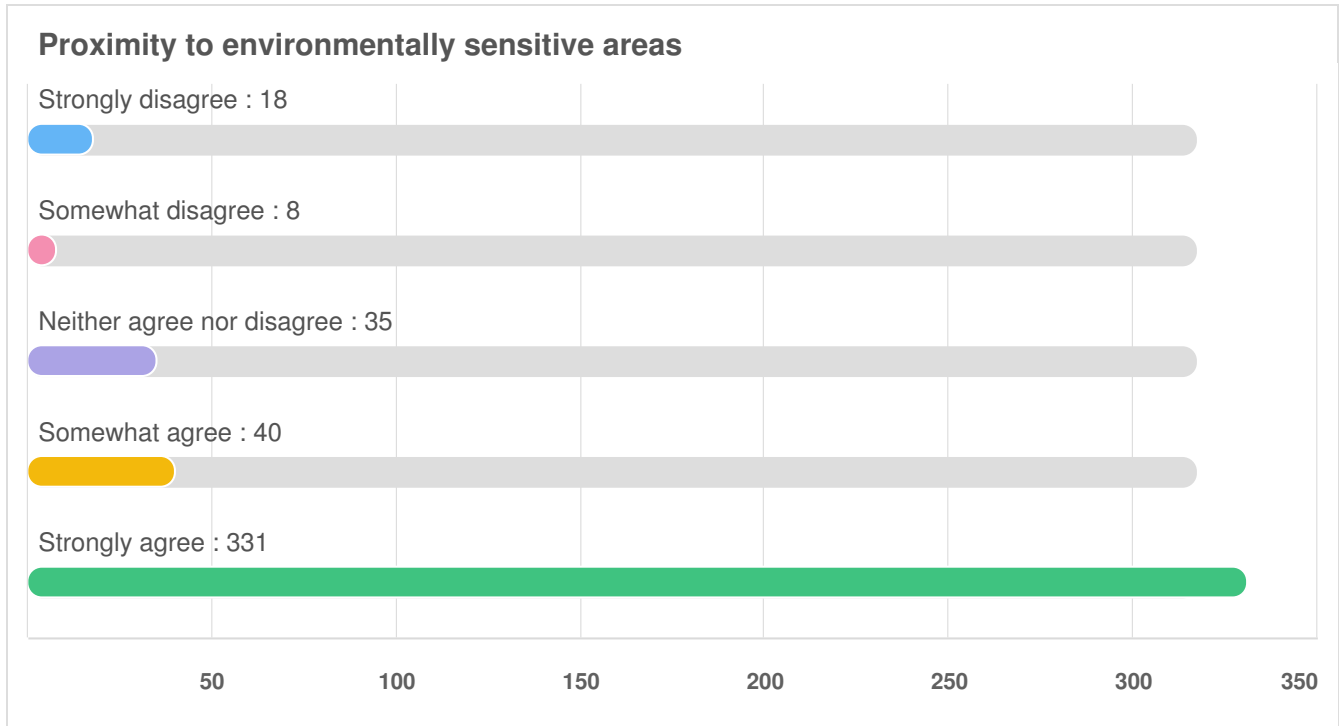
Question type: Likert Question

**Q4 The City should consider the following factors when reviewing potential locations at which to allow overnight camping?****Parking impacts**



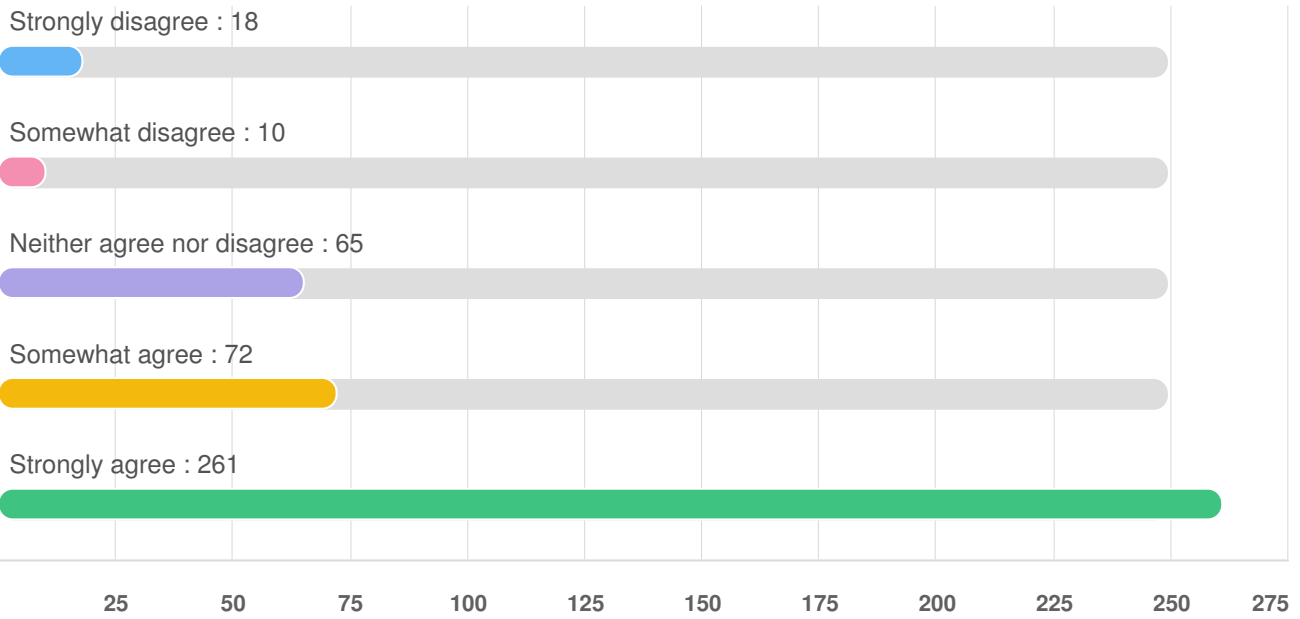


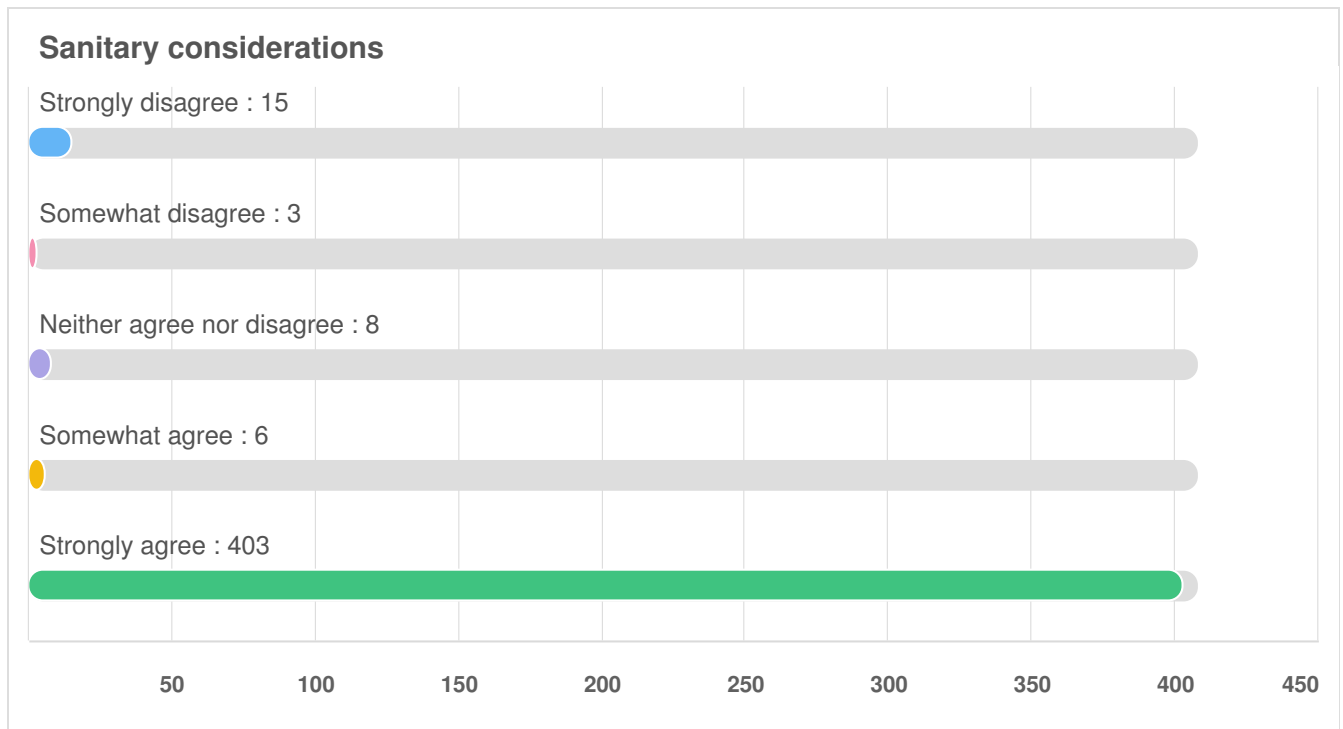


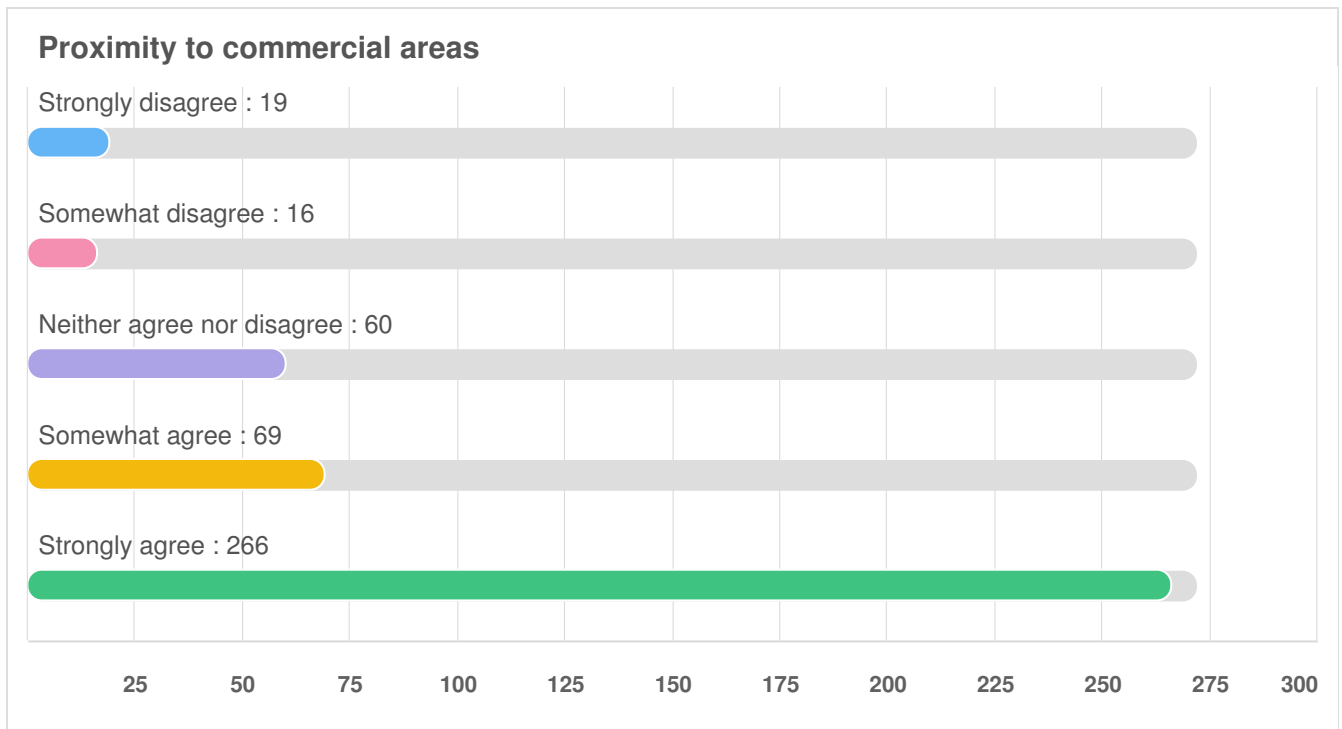


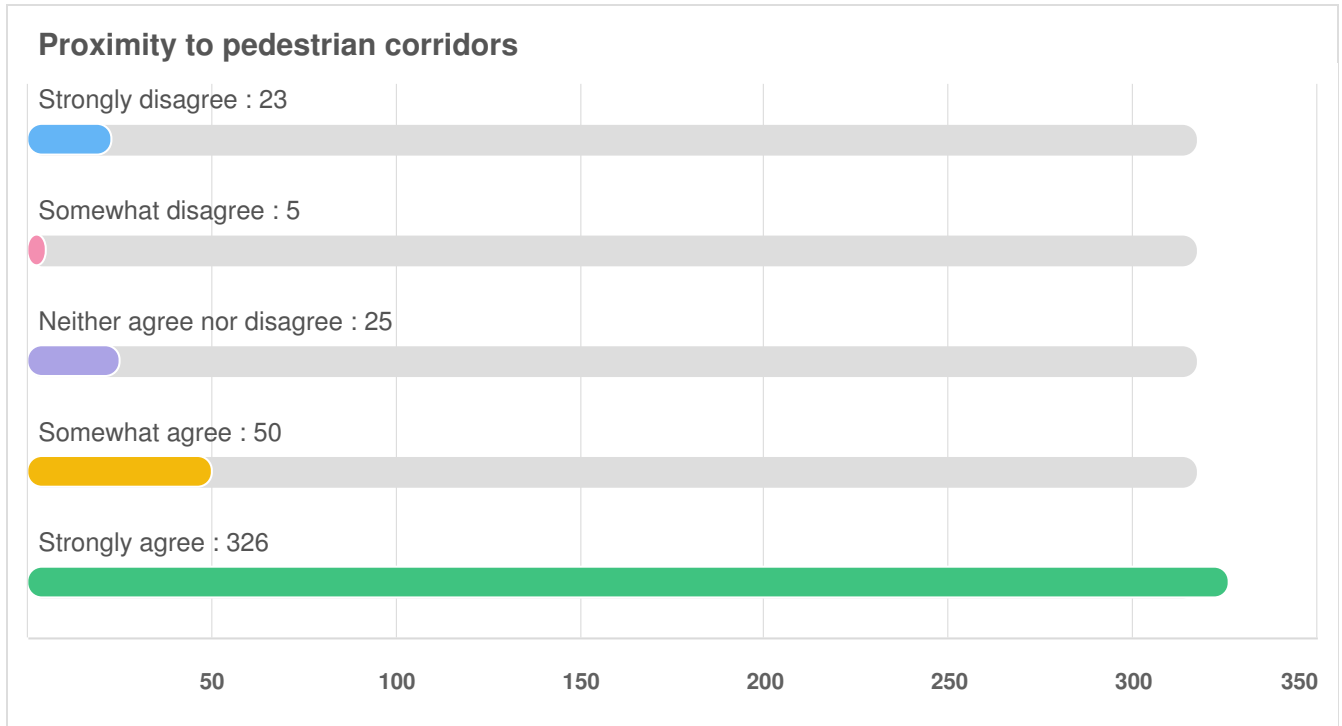


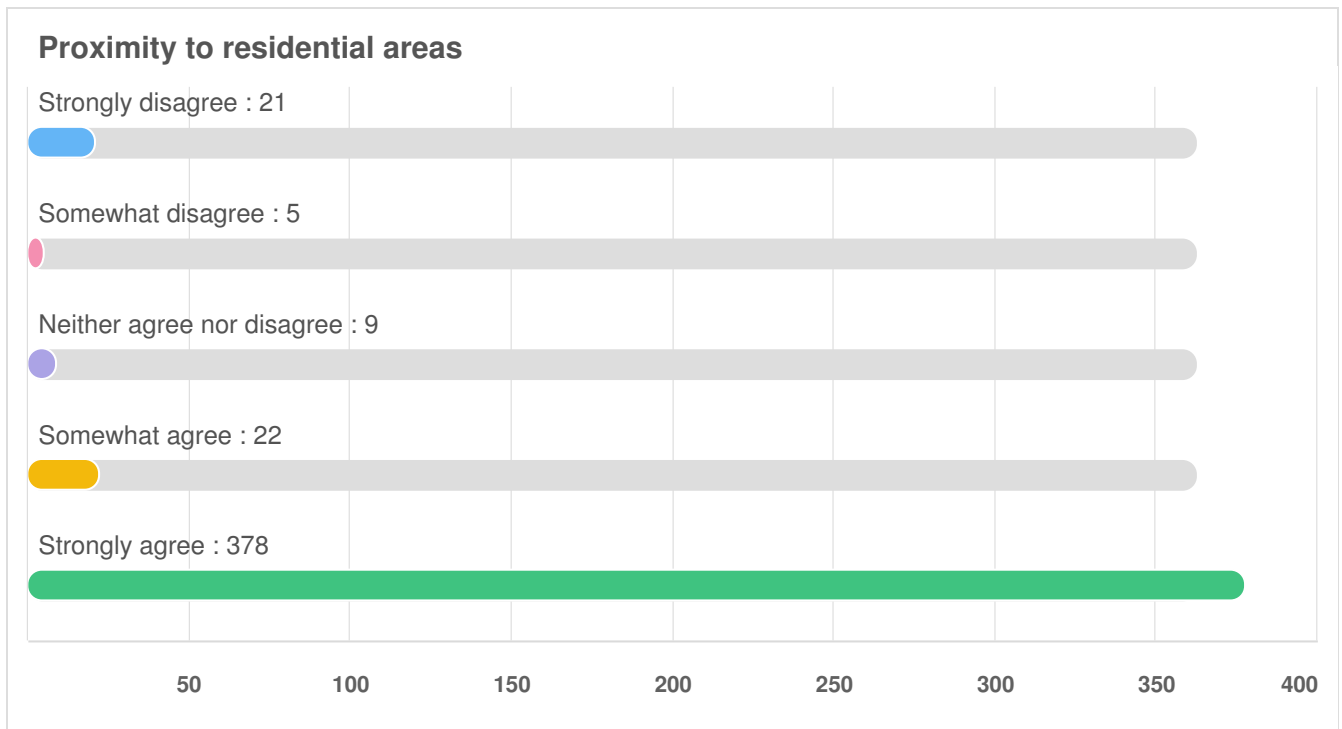
### Proximity to shelters/social services

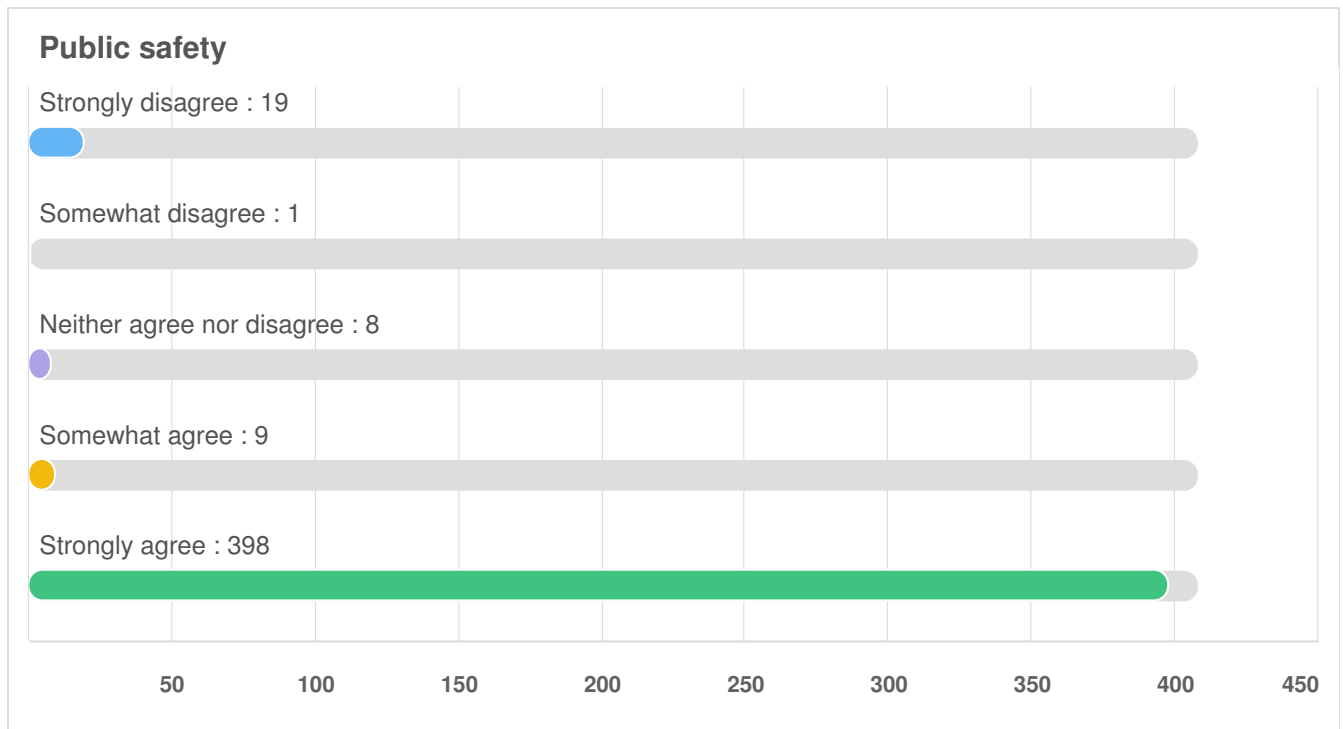












**Q5** With #1 being the best alternative, rank each location's suitability as a space to allow overnight camping (as required by ...

OPTIONS	AVG. RANK
City/Government-owned Property	2.57
Industrial Areas	3.40
Transit Areas	4.02
Parking Lots	4.41
Office/Commercial Areas	5.76
Town Center	6.82
Rights-of-Way/Streets	7.07
Retail Areas	7.27
Forested/Environmentally Sensitive Areas	7.47
Parks & Trails	8.00
School Grounds	10.54
Residential Neighborhoods	10.68

*Mandatory Question (437 response(s))*

*Question type: Ranking Question*

**Q6 With #1 being most important, which factors should receive the most consideration in the development of new overnight camping policy?**

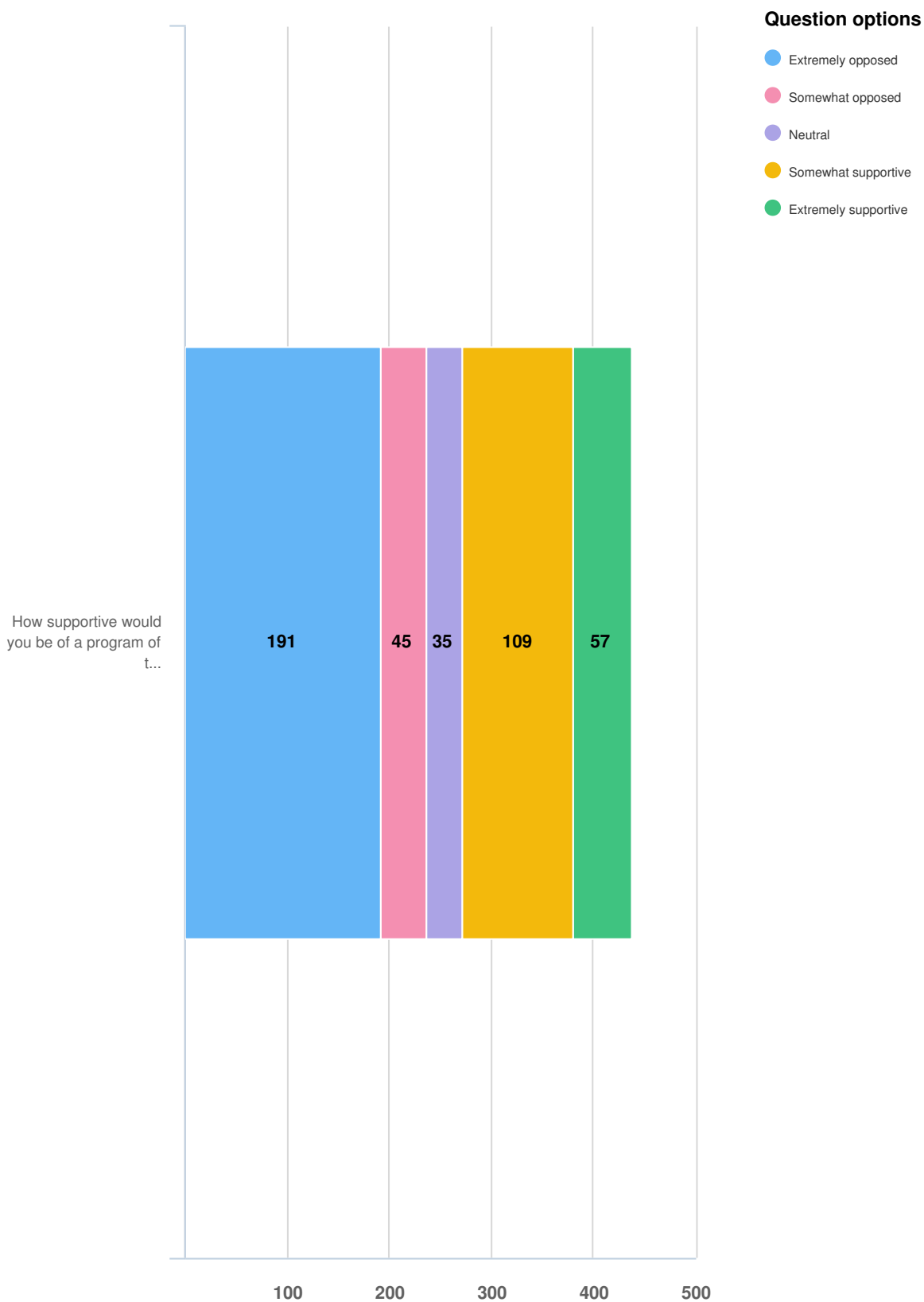
OPTIONS	AVG. RANK
Duration of stay	2.64
Hours during which camping is allowed	3.16
Compatibility with nearby uses	3.32
Environmental impacts	4.13
Proximity to services	4.25
Access to buildings, sidewalks	5.08
Access to public parking lots	5.17

*Optional question (432 response(s), 5 skipped)*

*Question type: Ranking Question*



**Q7** One consideration is a program to allow camping on private property, with approval of the property owner. Typically, these programs allow temporary camping (a maximum of 90 days, 6 months, etc.), with the maximum number of camp sites dependent on t...

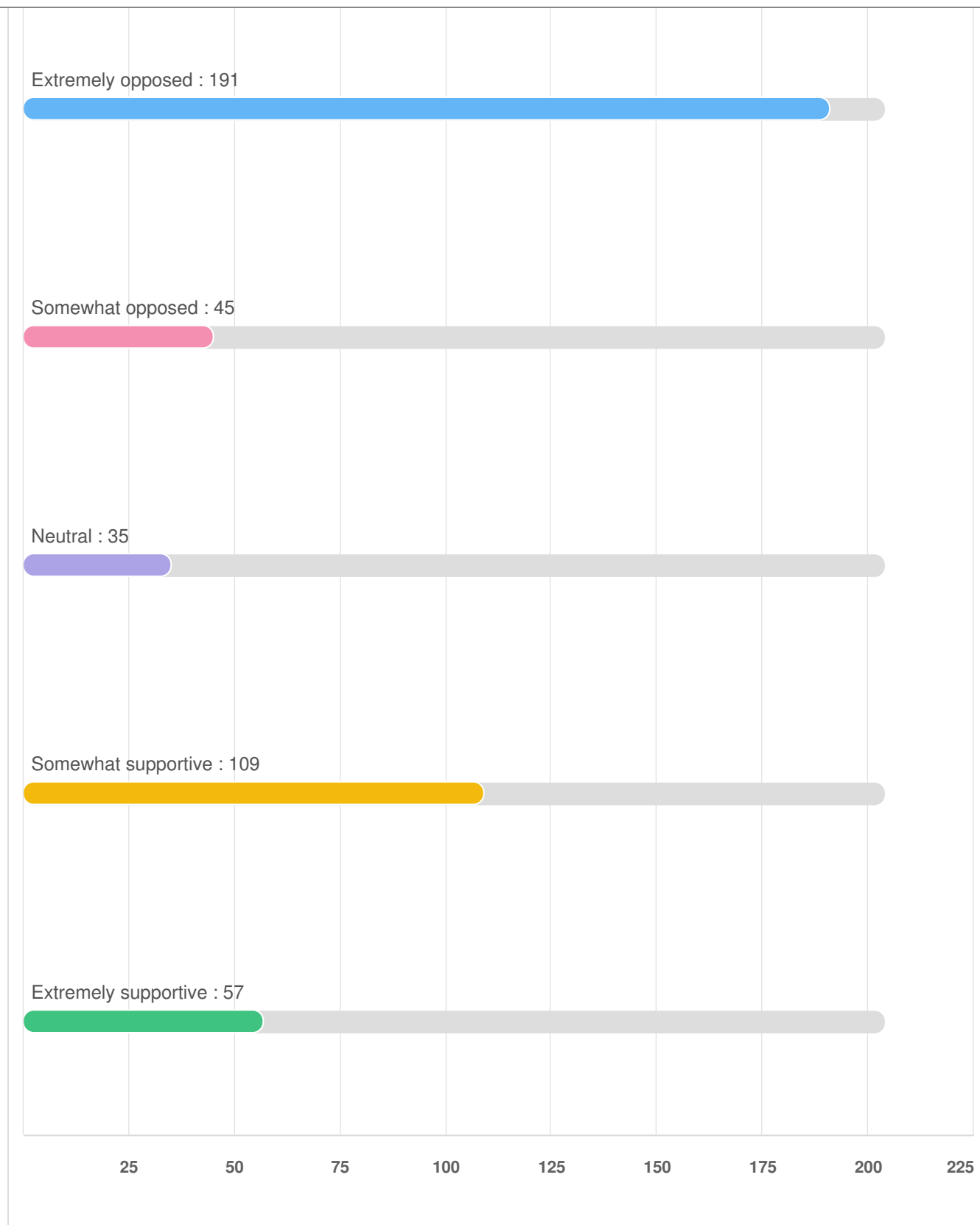


Optional question (437 response(s), 0 skipped)

Question type: Likert Question

**Q7** | One consideration is a program to allow camping on private property, with approval of the property owner. Typically, these programs allow temporary camping (a maximum of 90 days, 6 months, etc.), with the maximum number of camp sites dependent on t...

How supportive would you be of a program of this nature?



## Revised Camping Code Comparison Chart

The comparison chart below was created using the newly revised rules/regulations of the cities of Bend, Grants Pass, Medford, Newport, and Seaside. The purpose of the comparison charts is to help capture each cities rules/regulation similarities and differences related to definitions of terms and time, place & manner restrictions associated with camping on public property.

DEFINITIONS	BEND	MEDFORD	NEWPORT	SEASIDE
<b>Camp or Camping</b>  *In Bend, definition does not include vehicles, automobiles, or recreational vehicles used for shelter and/or sleeping.	To pitch, use, or occupy camp materials for the purpose of occupancy, habitation, or sheltering to survive, and in such a way as will facilitate sleeping or storage of personal belongings, carrying on cooking activities, taking measures to keep protected from the elements including heat and cold, or any of these activities in combination with either sleeping or making preparations to sleep. A camp is located where people camp or are camping.	To set up or remain at a campsite.	To pitch, erect, create, use, or occupy camp facilities for the purpose of habitation, as evidenced by the use of camp paraphernalia.	To pitch, erect, create, use, or occupy camp facilities for the purpose of habitation, as evidenced by the use of camp paraphernalia.
<b>Camp Facilities</b>			Include, but are not limited to, tents, huts, temporary shelters, motor vehicles, or recreational vehicles.	Include, but are not limited to, tents, huts, temporary shelters, motor vehicles, or recreational vehicles.
<b>Established Campsite</b>  *In Bend, definition does not include vehicles, RV's or automobiles used for shelter and/or sleeping.	A location or locations in the public right-of-way or on City property where a camp, camps, and/or camp materials have been set up for 24 hours or more.		Any place where one or more persons have established temporary sleeping accommodations by use of camp facilities and/or camp paraphernalia for more than 24 consecutive hours.	
<b>Camp Paraphernalia</b>  *In Bend, definition does not include	Defined as "camping materials."  Include, but are not limited to, tents, huts, awnings, lean-tos, chairs, tarps or	Defines "bedding material."	Includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or outdoor cooking	Includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses,

vehicles, automobiles, or recreational vehicles used for shelter and/or sleeping.	tarpaulins, cots, beds, sleeping bags, mattresses, sleeping or bedding materials, food or food storage items, and/or similar items that are or appear to be used as living and/or sleeping accommodations, or to assist with living and/or sleeping activities.	A sleeping bag, bedroll, or other material used for bedding purposes, including materials used to keep warm and dry while sleeping.	devices or utensils and similar equipment.	hammocks, or outdoor cooking devices or utensils and similar equipment.
<b>City Parking Lot/Structure</b>	A type of City property, and means a developed or undeveloped area or facility owned, maintained, and/or leased by the City that is designated and/or used for parking vehicles.		A developed location that is designated for parking vehicles, whether developed with asphalt, concrete, gravel, or other material.	A developed location that is designated for parking vehicles, whether developed with asphalt, concrete, gravel, or other material.
<b>Dwelling</b>			A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.	
<b>Greenways</b>		Defines specific greenways in the city.		
<b>Public right-of-way</b>	All City-owned or controlled rights-of-way, whether in fee title or as holder of a public easement for right-of-way or public access purposes. Public rights-of-way include but are not limited to any public roads, street, sidewalk, or private street or other property that is subject to a public access easement dedicated or granted to the City for vehicular, pedestrian, or other means, and any planter strip or landscaped area located adjacent to or contained within streets that is part of the public right-of-way.		All property dedicated to the public for transportation purposes and administered by the City, including streets, roads, bridges, alleys, sidewalks, trails, paths, and all other public ways and areas managed by the City.  Included public utility easements to the extent the easement allows use by the permittee planning to use or using the public utility easement. Includes subsurface and airspace over areas.	Refers to City's own definition in different code section.

			Doesn't include airwaves for purposes of CMRS, broadband television, DBS and other wireless providers, or easements/other property interests owned by a single utility/entity.	
<b>Vehicle</b>		A car, truck, camper, travel trailer, or similar conveyance.	A motor vehicle or recreational vehicle.	
<b>Motor vehicle</b>			A vehicle that is self-propelled or designed for self-propulsion.	Refers to definition under ORS 801.360.
<b>Personal Property</b>		Items that can reasonably be identified as belonging to an individual and that have apparent value or utility.	Items that can reasonably be identified as belonging to an individual and that have apparent value or utility.	
<b>Public Property</b>			Any real property or structure owned, leased, or managed by the City, including public rights-of-way.	Public lands, premises and buildings, including but not limited to an buildings used in connection with the transaction of public business or any land, premises or building owner or leased by the City.
<b>Recreational Vehicle or RV</b>			A vehicle with or without motive power that is designated for use as temporary living quarters and as further defined by the Oregon Department of Transportation in OAR Chapter 735, Division 022. Examples Include motor homes,	Refers to definition under ORS 174.101.

			camping trailers, tent trailers, truck campers, and camper vans.	
<b>Solid Waste</b>			Any garbage, trash, debris, yard waste, food waste, or other discarded materials.	Any garbage, trash, debris, yard waste, food waste, or other discarded materials.
<b>Store/Storage</b>			To put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location.	To put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location.

<b>PROHIBITED CAMPING</b>	<b>BEND</b>	<b>MEDFORD</b>	<b>NEWPORT</b>	<b>SEASIDE</b>
	<p>No camping on City property, unless approved by City Manager for limited basis according to certain requirements.</p> <p>Not prohibited from camping in public rights-of-way if in compliance with the following conditions:</p> <ul style="list-style-type: none"> <li>• Unless otherwise specified, camp for 24 hours max at one location, and 72 hour notice or removal afterwards</li> <li>• must move at least one block or 600 feet</li> <li>• May suspend if no access to shelter and engaged in case management or behavioral services, or to respond to person's disability according to policies created by City Manager</li> <li>• Camping not allowed for: Residential areas, waterway overlay, any place impeding emergency/non-emergency</li> </ul>	<p>No placing or using bedding material on any sidewalk, street, alley, lane, public right-of-way, park, greenway, or any other publicly owned property or under any bridge or viaduct for more than 24 consecutive hours in a particular location, unless otherwise specifically authorized by this code, the mayor, or city manager.</p> <p>Cannot camp on certain greenways, playgrounds, sports fields, areas under roadway/bridge not for public, on or within 15 feet of RR tracks, any area that restricts pedestrian traffic to</p>	<p>Except as expressly authorized by Municipal code, at all times it is unlawful to establish, use, or occupy a campsite in the following locations:</p> <ul style="list-style-type: none"> <li>• City park sites developed with active use recreational facilities or that are designed as public gathering spaces including but not limited to:[list of qualifying park sites]</li> </ul>	<p>No camping in public parks, public parking lots, public restrooms, public lots in residential districts, public property along certain streets [listed], camping or storing property on city property between 8 am and 8 pm, unless authorized by city manager.</p>

	<p>traffic on public or private property, vehicle/bicycle lane, roundabouts, within 1,000 feet of safe parking shelter approved by city, any street closed for construction, heavy vehicle use, or other use incompatible with camping. Closure not precondition to denial of camping.</p> <ul style="list-style-type: none"> <li>• Cannot obstruct: sidewalk, clear vision, fire hydrants, city/public utility infrastructure, right-of-way usage</li> <li>• 12x12, or 144 sq. ft. spatial limit</li> <li>• 3 camps per block, 150 feet between camps</li> <li>• No leave trash on any property</li> <li>• Only approved fires for cooking and warmth allowed</li> <li>• No unauthorized dumping of gray/black water</li> <li>• No unauthorized use of electric or taps</li> <li>• No obstruction/attachment of camp materials to various city property [several examples]</li> <li>• No building of structures; only tents/readily portable items</li> <li>• Storage of only items needed for camping, sleeping, or keeping warm and dry [list of non-included examples]</li> <li>• No digging or altering infrastructure or vegetation</li> <li>• No power generator</li> <li>• All animals leashed or crated at all times</li> </ul>	<p>less than 36 inches, within 20 feet of residential parcel or zoned residential, in certain cemeteries and memorial parks.</p>	<ul style="list-style-type: none"> <li>• Within visual line of sight from a constructed and signed recreational trail on public property</li> <li>• The following city-owned facilities open to the public [list qualifying sites] (City Hall, Library, Fire Station, etc.)</li> <li>• City owned or maintained parking lots unless identified as vehicles camping lots</li> <li>• Public-rights-of-way adjacent to, or within 200 feet of, a lot or parcel with a school, child care facility, or facility providing services to homeless persons,</li> <li>• Public rights-of-way adjacent to a lot or parcel containing a dwelling</li> <li>• Specific public-rights-of way that are more heavily</li> </ul>	
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			trafficked [list qualifying sites]	
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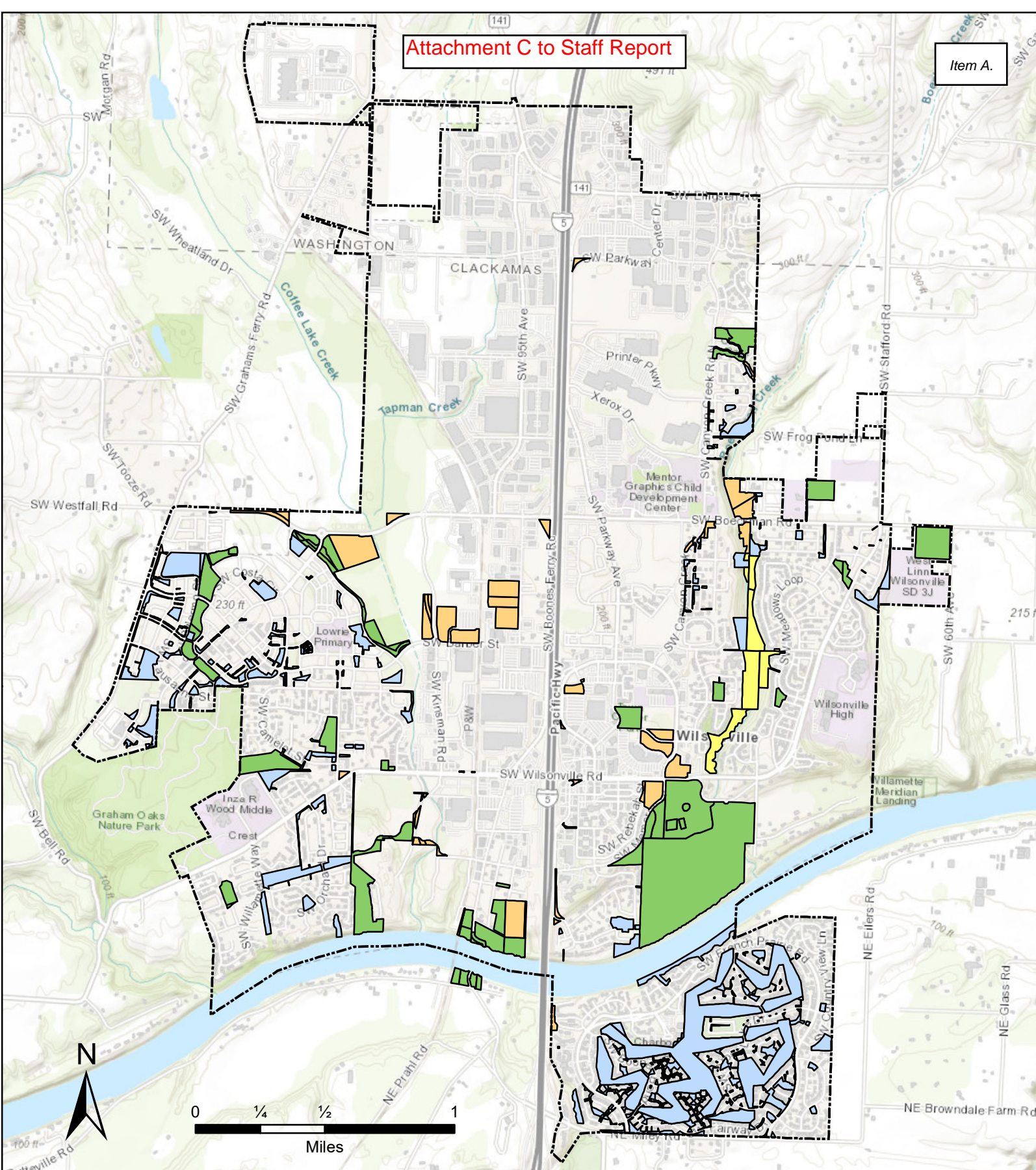
<b>PARKING REGULATIONS</b>	<b>BEND</b>	<b>MEDFORD</b>	<b>NEWPORT</b>	<b>SEASIDE</b>
	<ul style="list-style-type: none"> <li>• Referral to City municipal parking code</li> <li>• Can use car for shelter and sleeping on public rights-of-way under following conditions: <ul style="list-style-type: none"> <li>• Legally parked</li> <li>• Only approved heating sources</li> <li>• No illegal dumping of gray/black water</li> <li>• No outside property storage not incidental to loading/unloading</li> <li>• Operational (start &amp; leave or towable)</li> <li>• No attaching structure not made for attachment to vehicle</li> <li>• No garbage or unsanitary material</li> <li>• No power generators</li> <li>• Animals leashed or crated</li> <li>• No parking within 500 feet of safe parking site or approved shelter</li> <li>• No parking within 1000 feet of City's emergency shelter</li> <li>• No parking in City parking lots or parking structures</li> </ul> </li> </ul>		<ul style="list-style-type: none"> <li>• Referral to city municipal parking code</li> <li>• Only use approved city owned or maintained parking lots</li> </ul>	<ul style="list-style-type: none"> <li>• See private overnight camping program.</li> </ul>

<b>PUBLIC PROPERTY TEMPORARY CAMPING</b>	<b>BEND</b>	<b>MEDFORD</b>	<b>NEWPORT</b>	<b>SEASIDE</b>
*Only implemented in Seaside				<ul style="list-style-type: none"> <li>• Use city property identified by City policy</li> <li>• Vehicles must have and display valid DMV registration</li> </ul>



				<ul style="list-style-type: none"> <li>• Must apply for free permit; lasts 3 weeks</li> <li>• City right to revoke if any actions are incompatible with the property</li> </ul>
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<b>PRIVATE OVERNIGHT CAMPING PROGRAM</b>	<b>BEND</b>	<b>MEDFORD</b>	<b>NEWPORT</b>	<b>SEASIDE</b>
	<ul style="list-style-type: none"> <li>• Up to 3 vehicles</li> <li>• Parking lot, paved or gravel surface</li> <li>• Owned/leased by religious institution, nonprofit, business or public entity with permission</li> <li>• Access to: toilets, hand washing, trash disposal at all time</li> <li>• No payment of fees or charge</li> <li>• Owner revoke at any time, leave immediately</li> </ul>	<ul style="list-style-type: none"> <li>• Up to 3 vehicles</li> <li>• Access to: toilets, hand washing, trash disposal at all time</li> <li>• No attachment of tents/personal property to cars to expand capacity for camping</li> <li>• Vehicle must be operable</li> <li>• Vehicles 20 feet apart</li> <li>• City permit program</li> <li>• No payment of fees or charge</li> <li>• Owner revoke at any time, leave immediately</li> <li>• City manager or designee can revoke at any time for nuisance or hazard</li> </ul>	<ul style="list-style-type: none"> <li>• 3 vehicles or tents</li> <li>• Must be 10 feet apart</li> <li>• All personal items stored on tent/vehicle/separate storage item</li> <li>• Sanitary facilities at least 20 feet from residential use property line if not in a building</li> <li>• City will perform inspection of requirements</li> <li>• Right to notice &amp; appeal for removal</li> <li>• 4 hours to vacate property</li> <li>• Revocation for violations of law or incompatible use with property</li> <li>• No liability for city for injury or property damage</li> </ul>	<ul style="list-style-type: none"> <li>- Private (non-residential): up to 6 people; mixture of tent/vehicle/RV</li> <li>- Private (residential): 6 people, tent in back or 1 vehicle in driveway</li> <li>- Provide sanitation facilities, garbage disposal services, storage area (items not visible from street)</li> <li>- At least 5 feet from property line</li> <li>- City permit program; permit lasts 3 weeks</li> <li>- 24 hours to vacate property if revoked</li> <li>- City not liable; city manager or designee can revoke for nuisance or hazard</li> </ul>

<b>PRIVATE TRANSITIONAL OVERNIGHT PARKING</b>	<b>BEND</b>	<b>MEDFORD</b>	<b>NEWPORT</b>	<b>SEASIDE</b>
*Only implemented in Bend	<p>If City approves:</p> <ul style="list-style-type: none"> <li>• Up to 6 vehicles/tents</li> <li>• Parking lot, paved or gravel surface</li> <li>• Owned/leased by religious institution, nonprofit, business or public entity with permission</li> <li>• Can increase number with approval of city (based on lot size, supervisor and sanitary plan)</li> <li>• At least 150 feet from childcare facility or school; unless religious school or public entity</li> <li>• Access to: toilets, hand washing, trash disposal, supervision, case management, operation policies</li> <li>• Must provide notice to adjacent property owners of intent to allow temporary parking and post prominent notice each night with identifying information</li> <li>• No payment of fees or charge</li> <li>• Revoke at any time, leave immediately</li> <li>• City can revoke if nuisance or threat of harm to public welfare</li> </ul>			

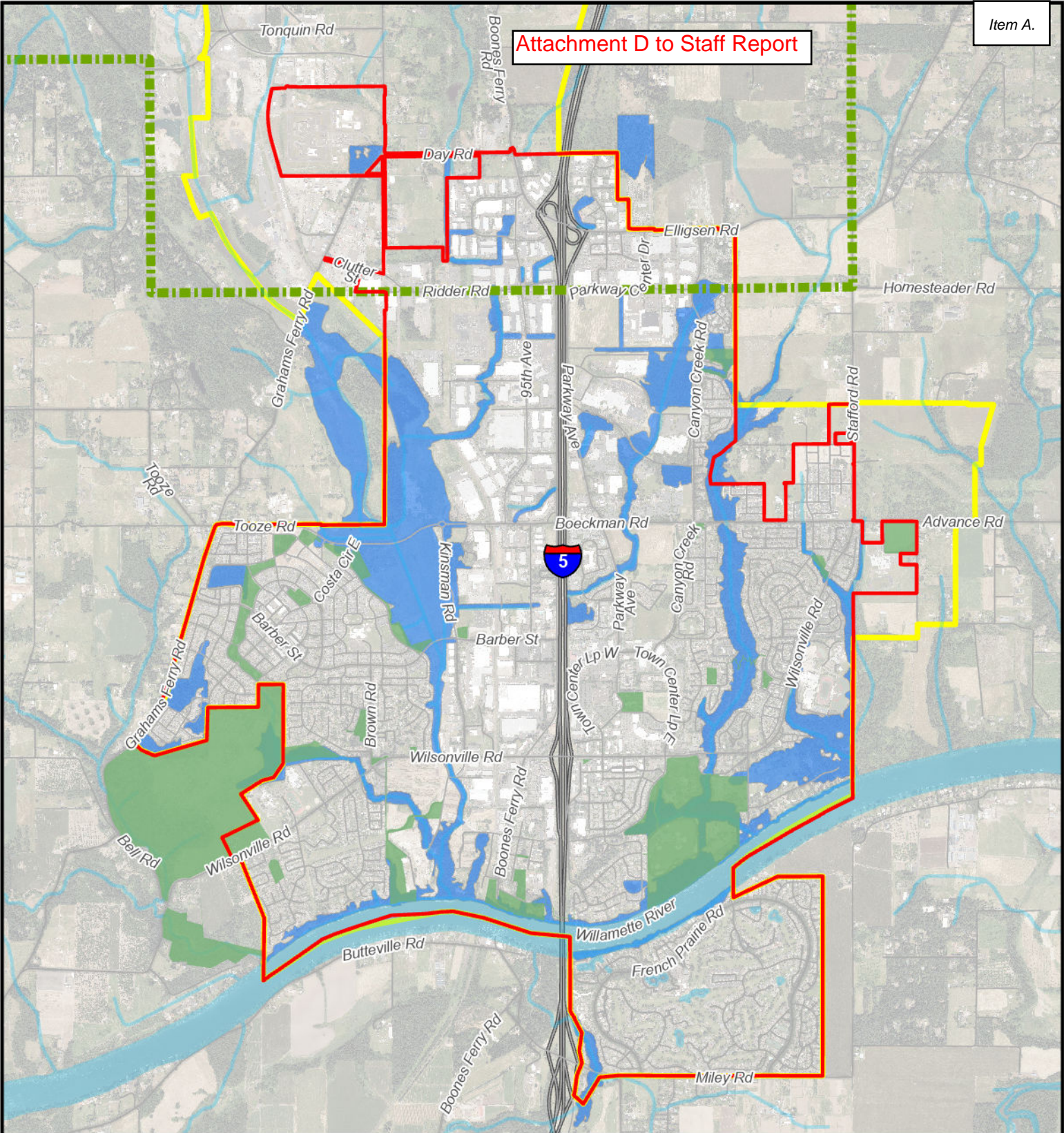


## Parks, Greenspaces and City Property

	City Owned Parks (240 acres)		Other City Owned Property (82 acres)
	City Owned Natural Areas (28 acres)		HOA Parks and Greenspaces (297 acres)

Current City Of Wilsonville Parks and Green Spaces		
Property Name	Approximate Acres	Current Status
Arrowhead Creek Park	17.7	City Owned
Boeckman Creek Green Space	30.0	City Owned
Boones Ferry Park	12.0	City Owned
Canyon Creek Park	7.9	City Owned
Courtside Park	1.9	City Owned
Engelman Park	0.9	City Owned
Memorial Park	99.7	City Owned
Murase Plaza	26.6	City Owned
Park at Merryfield Park	8.5	City Owned
River Fox Park	2.7	City Owned
Sue Guyton Heritage Tree Grove	0.3	City Owned
Town Center Park	4.9	City Owned
Tranquil Park	4.8	City Owned
Frog Pond Community Park	10.0	City Owned
Boeckman Creek Green Space	30.2	City Owned
Sofia Park	1.9	City Owned
Palermo Park	2.5	City Owned
Hathaway Park	1.3	City Owned
Piccadilly Park	4.2	City Owned
Willow Creek/Landover Parks	6.0	City Owned
BC Corner	1.2	City Owned
Subaru Trail	0.3	City Owned
Brown Road Corner	0.8	City Owned
Memorial to Boones Ferry Trail	0.5	City Owned
Tivoli Park	10.0	City Owned
I-5 Trail	0.5	City Owned
Edelweiss Park	5.1	City Owned
Bridge Landing	1.0	City Owned
Boeckman Trail @ Morgan Farms	12.7	City Owned
5th to Kinsman Trail	2.0	City Owned
Edelweiss Wooded Area	8.1	May 2023 Takeover*
Trocadero Park	2.5	May 2023 Takeover*
Cavallo Park	5.0	2028 Takeover*
Oulanka	2.6	2028 Takeover*
Frog Pond West Trail Head Park	3	2024 Takeover*
Boeckman Bridge Trail	5	2024 Takeover*
Planned Frog Pond Neighborhood Park	2.8	2024 Takeover*
Frog Pond West Park	2.5	2028 Takeover*
BPA Trail Frog Pond	Unknown	2029 Takeover*





The City of Wilsonville, Oregon  
Clackamas and Washington Counties



- SROZ (Significant Resource Overlay Zone)
- Wilsonville City Limits
- County Boundary
- UGB

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



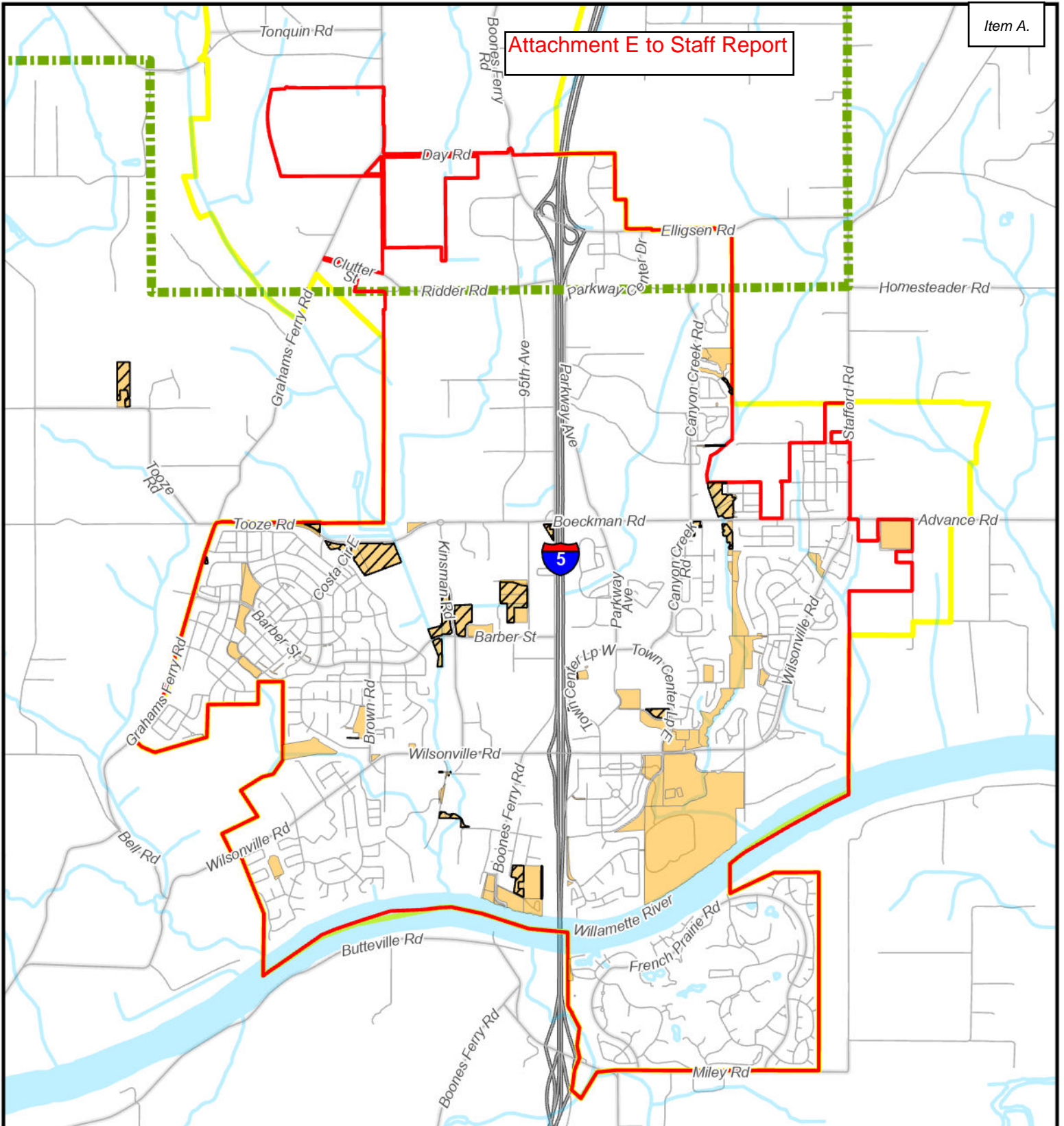
2/7/2023

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# Attachment E to Staff Report

Item A.



**The City of Wilsonville, Oregon**  
Clackamas and Washington Counties



METRO RLIS Vacant Lands  
Inventory (Limited to City Owned Taxlots)  
City Owned Taxlots

Wilsonville City Limits  
County Boundary  
UGB

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



2/7/2023

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65

## Enrolled House Bill 3115

Sponsored by Representative KOTEK; Representatives DEXTER, MARSH, MCLAIN, POWER,  
REYNOLDS, WILDE, Senators DEMBROW, MANNING JR, RILEY

CHAPTER .....

### AN ACT

Relating to the regulation of public property with respect to persons experiencing homelessness; and declaring an emergency.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1.** (1) As used in this section:

(a) “City or county law” does not include policies developed pursuant to ORS 203.077 or 203.079.

(b)(A) “Keeping warm and dry” means using measures necessary for an individual to survive outdoors given the environmental conditions.

(B) “Keeping warm and dry” does not include using any measure that involves fire or flame.

(c) “Public property” has the meaning given that term in ORS 131.705.

(2) Any city or county law that regulates the acts of sitting, lying, sleeping or keeping warm and dry outdoors on public property that is open to the public must be objectively reasonable as to time, place and manner with regards to persons experiencing homelessness.

(3) It is an affirmative defense to a charge of violating a city or county law described in subsection (2) of this section that the law is not objectively reasonable.

(4) A person experiencing homelessness may bring suit for injunctive or declaratory relief to challenge the objective reasonableness of a city or county law described in subsection (2) of this section. The action must be brought in the circuit court of the county that enacted the law or of the county in which the city that enacted the law is located.

(5) For purposes of subsections (2) and (3) of this section, reasonableness shall be determined based on the totality of the circumstances, including, but not limited to, the impact of the law on persons experiencing homelessness.

(6) In any suit brought pursuant to subsection (4) of this section, the court, in its discretion, may award reasonable attorney fees to a prevailing plaintiff if the plaintiff:

(a) Was not seeking to vindicate an interest unique to the plaintiff; and

(b) At least 90 days before the action was filed, provided written notice to the governing body of the city or county that enacted the law being challenged of an intent to bring the action and the notice provided the governing body with actual notice of the basis upon which the plaintiff intends to challenge the law.

(7) Nothing in this section creates a private right of action for monetary damages for any person.

**SECTION 2.** Section 1 of this 2021 Act becomes operative on July 1, 2023.



**SECTION 3.** This 2021 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2021 Act takes effect on its passage.

Passed by House April 15, 2021

.....  
Timothy G. Sekerak, Chief Clerk of House

.....  
Tina Kotek, Speaker of House

Passed by Senate June 9, 2021

.....  
Peter Courtney, President of Senate

Received by Governor:

.....M.,....., 2021

Approved:

.....M.,....., 2021

.....  
Kate Brown, Governor

Filed in Office of Secretary of State:

.....M.,....., 2021

.....  
Shemia Fagan, Secretary of State

## Enrolled House Bill 3124

Sponsored by Representative LIVELY; Representatives POWER, WILDE, Senator GORSEK

CHAPTER .....

AN ACT

Relating to homelessness; amending ORS 203.079 and section 1, chapter 21, Oregon Laws 2018; and declaring an emergency.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1.** ORS 203.079 is amended to read:

203.079. (1) A policy developed pursuant to ORS 203.077 shall *[include, but is not limited to,]* **conform, but is not limited, to** the following~~[:]~~ provisions.

(2) As used in this section, “personal property” means any item that can reasonably be identified as belonging to an individual and that has apparent value or utility.

~~[(a)]~~ (3) ~~[Prior to]~~ **Except as provided in subsection (9) of this section, at least 72 hours before** removing homeless individuals from an established camping site, law enforcement officials shall post a **written** notice, ~~[written]~~ in English and Spanish, ~~[24 hours in advance]~~ **at all entrances to the camping site to the extent that the entrances can reasonably be identified.**

~~[(b)]~~ (4)(a) ~~[At the time that a 24-hour]~~ **When a 72-hour** notice is posted, law enforcement officials shall inform the local agency that delivers social services to homeless individuals **as to** where the notice has been posted.

~~[(c)]~~ (b) The local agency may arrange for outreach workers to visit the camping site ~~[where a notice has been posted]~~ **that is subject to the notice** to assess the need for social service assistance in arranging shelter and other assistance.

~~[(d)]~~ (5)(a) All ~~[unclaimed]~~ personal property **at the camping site that remains unclaimed after removal** shall be given to ~~[law enforcement officials whether 24-hour]~~ **a law enforcement official, a local agency that delivers social services to homeless individuals, an outreach worker, a local agency official or a person authorized to issue a citation described in subsection (10) of this section, whether** notice is required **under subsection (3) of this section or not.**

(b) **The unclaimed personal property must be stored:**

(A) **For property removed from camping sites in counties other than Multnomah County, in a facility located in the same community as the camping site from which it was removed.**

(B) **For property removed from camping sites in Multnomah County, in a facility located within six blocks of a public transit station.**

(c) **Items that have no apparent value or utility or are in an insanitary condition may be immediately discarded upon removal of the homeless individuals from the camping site.**

(d) **Weapons, controlled substances other than prescription medication and items that appear to be either stolen or evidence of a crime shall be given to or retained by law enforcement officials.**

(6) The written notice required under subsection (3) of this section must state, at a minimum:

(a) Where unclaimed personal property will be stored;

(b) A phone number that individuals may call to find out where the property will be stored; or

(c) If a permanent storage location has not yet been determined, the address and phone number of an agency that will have the information when available.

(7)(a) The unclaimed personal property shall be stored in an orderly fashion, keeping items that belong to an individual together to the extent that ownership can reasonably be determined.

(b) The property shall be stored for a minimum of 30 days during which it [will] **shall** be reasonably available to any individual claiming ownership. Any personal property that remains unclaimed [for] **after** 30 days may be disposed of **or donated to a corporation described in section 501(c)(3) of the Internal Revenue Code as amended and in effect on December 31, 2020.** *[For purposes of this paragraph, "personal property" means any item that is reasonably recognizable as belonging to a person and that has apparent utility. Items that have no apparent utility or are in an insanitary condition may be immediately discarded upon removal of the homeless individuals from the camping site. Weapons, drug paraphernalia and items that appear to be either stolen or evidence of a crime shall be given to law enforcement officials.]*

[(e)] (8) Following the removal of homeless individuals from a camping site on public property, the law enforcement officials, local agency officials and outreach workers may meet to assess the notice and removal policy, to discuss whether the removals are occurring in a humane and just manner and to determine if any changes are needed in the policy.

[(2)] (9)(a) The [24-hour] **72-hour** notice [required] **requirement** under subsection [(1)] (3) of this section [shall] **does** not apply:

[(a)] (A) When there are grounds for law enforcement officials to believe that illegal activities other than camping are occurring **at an established camping site.**

[(b)] (B) In the event of an exceptional emergency [such as] **at an established camping site, including, but not limited to,** possible site contamination by hazardous materials [or when there is], **a public health emergency or other** immediate danger to human life or safety.

(b) **If a funeral service is scheduled with less than 72 hours' notice at a cemetery at which there is a camping site, or a camping site is established at the cemetery less than 72 hours before the scheduled service, the written notice required under subsection (3) of this section may be posted at least 24 hours before removing homeless individuals from the camping site.**

[(3)] (10) A person authorized to issue a citation for unlawful camping under state law, administrative rule or city or county ordinance may not issue the citation if the citation would be issued within 200 feet of [the] **a notice [described in] required under subsection (3) of this section** and within two hours before or after the notice was posted.

(11) **Any law or policy of a city or county that is more specific or offers greater protections to homeless individuals subject to removal from an established camping site pre-empts contrary provisions of this section.**

**SECTION 1a.** If Senate Bill 410 becomes law, section 1 of this 2021 Act (amending ORS 203.079) is repealed and ORS 203.079, as amended by section 1, chapter \_\_, Oregon Laws 2021 (Enrolled Senate Bill 410), is amended to read:

203.079. (1) A policy developed pursuant to ORS 203.077 shall [include, but is not limited to,] **conform, but is not limited, to** the following[:] provisions.

(2) **As used in this section, "personal property" means any item that can reasonably be identified as belonging to an individual and that has apparent value or utility.**

[(a)] (3) [Prior to] **Except as provided in subsection (9) of this section, at least 72 hours before** removing homeless individuals from an established camping site, law enforcement officials

shall post a **written** notice, *[written]* in English and Spanish, *[24 hours in advance]* **at all entrances to the camping site to the extent that the entrances can reasonably be identified.**

*[(b)] (4)(a) [At the time that a 24-hour]* **When a 72-hour** notice is posted, law enforcement officials shall inform the local agency that delivers social services to homeless individuals **as to** where the notice has been posted.

*[(c)] (b)* The local agency may arrange for outreach workers to visit the camping site *[where a notice has been posted]* **that is subject to the notice** to assess the need for social service assistance in arranging shelter and other assistance.

*[(d) Except as otherwise provided in paragraph (e) of this subsection:]*

*[(A)] (5)(a)* All *[unclaimed]* personal property **at the camping site that remains unclaimed after removal** shall be given to *[law enforcement officials whether 24-hour]* **a law enforcement official, a local agency that delivers social services to homeless individuals, an outreach worker, a local agency official or a person authorized to issue a citation described in subsection (10) of this section, whether** notice is required **under subsection (3) of this section** or not.

**(b) The unclaimed personal property must be stored:**

**(A) For property removed from camping sites in counties other than Multnomah County, in a facility located in the same community as the camping site from which it was removed.**

**(B) For property removed from camping sites in Multnomah County, in a facility located within six blocks of a public transit station.**

**(c) Items that have no apparent value or utility or are in an insanitary condition may be immediately discarded upon removal of the homeless individuals from the camping site.**

**(d) Weapons, controlled substances other than prescription medication and items that appear to be either stolen or evidence of a crime shall be given to or retained by law enforcement officials.**

**(6) The written notice required under subsection (3) of this section must state, at a minimum:**

**(a) Where unclaimed personal property will be stored;**

**(b) A phone number that individuals may call to find out where the property will be stored; or**

**(c) If a permanent storage location has not yet been determined, the address and phone number of an agency that will have the information when available.**

**(7)(a) The unclaimed personal property shall be stored in an orderly fashion, keeping items that belong to an individual together to the extent that ownership can reasonably be determined.**

**(b) The property shall be stored for a minimum of 30 days during which it *[will]* **shall** be reasonably available to any individual claiming ownership. Any personal property that remains unclaimed *[for]* **after 30 days** may be disposed of **or donated to a corporation described in section 501(c)(3) of the Internal Revenue Code as amended and in effect on December 31, 2020.****

*[(B) For purposes of this paragraph, "personal property" means any item that is reasonably recognizable as belonging to a person and that has apparent utility. Items that have no apparent utility or are in an insanitary condition may be immediately discarded upon removal of the homeless individuals from the camping site.]*

*[(C) Weapons, drug paraphernalia and items that appear to be either stolen or evidence of a crime shall be given to or retained by law enforcement officials.]*

*[(e) For unclaimed personal property located in Multnomah County:]*

*[(A) All unclaimed personal property shall be given to a law enforcement official, a local agency that delivers social services to homeless individuals, an outreach worker, a local agency official or a person authorized to issue a citation described in subsection (3) of this section, whether 24-hour notice is required or not.]*

*[(B) Facilities for storage of personal property under paragraph (d) of this subsection must be located within six blocks of a public transit station.]*

[(f)] **(8)** Following the removal of homeless individuals from a camping site on public property, the law enforcement officials, local agency officials and outreach workers may meet to assess the notice and removal policy, to discuss whether the removals are occurring in a humane and just manner and to determine if any changes are needed in the policy.

[(2)] **(9)(a)** The [24-hour] **72-hour** notice [required] **requirement** under subsection [(1)] **(3)** of this section [shall] **does** not apply:

[(a)] **(A)** When there are grounds for law enforcement officials to believe that illegal activities other than camping are occurring **at an established camping site**.

[(b)] **(B)** In the event of an exceptional emergency [such as] **at an established camping site, including, but not limited to,** possible site contamination by hazardous materials [or when there is], **a public health emergency or other** immediate danger to human life or safety.

**(b) If a funeral service is scheduled with less than 72 hours' notice at a cemetery at which there is a camping site, or a camping site is established at the cemetery less than 72 hours before the scheduled service, the written notice required under subsection (3) of this section may be posted at least 24 hours before removing homeless individuals from the camping site.**

[(3)] **(10)** A person authorized to issue a citation for unlawful camping under state law, administrative rule or city or county ordinance may not issue the citation if the citation would be issued within 200 feet of [the] a notice [described in] **required under subsection (3) of this section** and within two hours before or after the notice was posted.

**(11) Any law or policy of a city or county that is more specific or offers greater protections to homeless individuals subject to removal from an established camping site pre-empts contrary provisions of this section.**

**SECTION 2.** Section 1, chapter 21, Oregon Laws 2018, is amended to read:

**Sec. 1.** (1) The Department of Transportation may enter into an intergovernmental agreement with a city that has a population of 500,000 or more for the removal, storage and disposition of personal property deposited, left or displayed on property that is owned by the department.

(2) Notwithstanding ORS 377.650, 377.653 and 377.655, an intergovernmental agreement entered into under this section may provide alternative provisions related to the removal, storage and disposition of personal property if the alternative provisions conform with the requirements for local government policy for removal of homeless individuals and personal property [described] under ORS 203.079[*, except that under this section the notices described in ORS 203.079 must be posted 48 hours in advance*].

(3) In addition to the requirements described in subsection (2) of this section, an intergovernmental agreement entered into under this section must include the following:

(a) Requirements for posting notice before the removal of personal property, including but not limited to the following:

(A) That the notice is created using durable materials and securely posted within 30 feet of the personal property to be removed;

(B) That the notice must provide the date the notice begins and the date upon which the city may begin removing personal property; and

(C) That the notice must provide a description of:

(i) How an individual may access personal property that is removed and stored; and

(ii) The length of time the city will store personal property before the city disposes of it.

(b) A requirement that the notice expires 10 days after the city posts the notice.

(c) A severe weather protocol regarding the weather conditions under which the city will not remove personal property.

(d) Provisions related to inventorying and storing the personal property to be removed.

(e) Provisions related to the city relinquishing unclaimed personal property after the storage period to the city's designated agent.

(f) Provisions related to when the city will provide impact reduction services, including but not limited to trash collection.

(4) The [48-hour] **72-hour** notice **under ORS 203.079** required under subsection (2) of this section does not apply:

(a) When there are grounds for law enforcement officials to believe that illegal activities other than camping are occurring;

(b) Where there is an exceptional emergency, such as possible site contamination by hazardous materials; or

(c) When there is immediate danger to human life or safety.

(5) Before the city adopts an intergovernmental agreement under this section or changes to the agreement, the city shall invite public comment on the proposed agreement or the proposed changes to the agreement.

**SECTION 3. This 2021 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2021 Act takes effect on its passage.**

**Passed by House April 19, 2021**

**Received by Governor:**

**Repassed by House June 9, 2021**

.....M.,....., 2021

**Approved:**

.....  
Timothy G. Sekerak, Chief Clerk of House

.....M.,....., 2021

.....  
Tina Kotek, Speaker of House

.....  
Kate Brown, Governor

**Passed by Senate June 8, 2021**

**Filed in Office of Secretary of State:**

.....M.,....., 2021

.....  
Peter Courtney, President of Senate

.....  
Shemia Fagan, Secretary of State

# Prohibited Camping Code Update Project – Policy Considerations

City Council Work Session  
February 23, 2023



# Agenda

Item A.

- Background
- Overview of City Project
- Community Outreach
- Policy Questions
- Next Steps



# Background

Item A.

- Martin v. Boise (9<sup>th</sup> Circuit)
- Blake v. Grants Pass (Or. Federal District Court)
- Johnson v. Grants Pass (9<sup>th</sup> Circuit)
- HB 3115 and 3124 (2021)

# Overview of City Project

Item A.

- Goals
  - Compliance
  - Reflect City Values
  - Education/Outreach
- Inter-Departmental Team
  - Code Review
  - Outreach
- What Can We/Can't We Do?

# Community Outreach

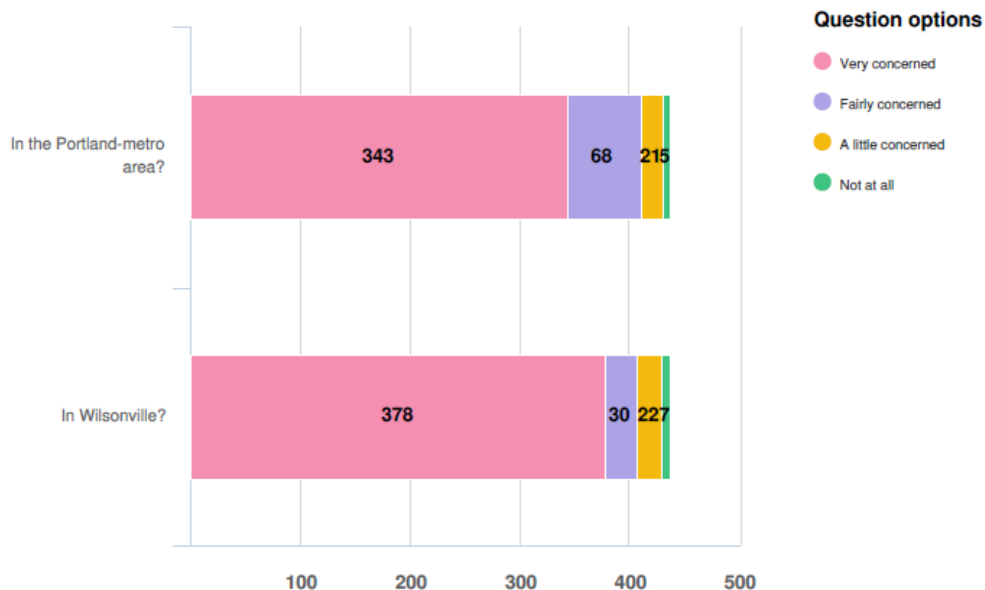
- Let's Talk, Wilsonville! Questionnaire
- Questionnaire for Persons with Lived Experience
- Stakeholder Interviews
  - Service Providers
  - Community-Based Organizations
  - Government Entities
- Advisory Board Meetings
- News Articles

# Let's Talk, Wilsonville! Responses

Item A.

- 437 Responses
- Concerned About Camping

Q3 How concerned are you about people camping on public property?



# Let's Talk, Wilsonville! Responses

- Factors to Consider – Top “Strongly Agree” Responses:
  - Sanitary Conditions (403)
  - Public Safety (398)
  - Proximity to Schools/Childcare Facilities (383)
  - Proximity to Residential Areas (378)

# Let's Talk, Wilsonville! Responses

- Forced-Ranking Areas to Allow Overnight Camping
  - Most suitable: City Property
  - Least suitable: Parks/Trails and Near Schools and Residential Areas

# Let's Talk, Wilsonville! Responses

Item A.

- Considerations in Developing New Policies
  - Duration and Hours Allowed Most Important

Q6 With #1 being most important, which factors should receive the most consideration in the development of new overnight camping policy?

OPTIONS	AVG. RANK
Duration of stay	2.64
Hours during which camping is allowed	3.16
Compatibility with nearby uses	3.32
Environmental impacts	4.13
Proximity to services	4.25
Access to buildings, sidewalks	5.08
Access to public parking lots	5.17

# Let's Talk, Wilsonville! Responses

- Private Camping Program Received Mixed Results
  - 236 Opposed (54%)
  - 35 Neutral (8%)
  - 166 Supportive (38%)
- Opportunity for Additional Questions Through Let's Talk, Wilsonville!



# Stakeholder Interviews Highlights

Item A.

- Unhoused Residents Live in Vehicles
- Rest Area Commonly Used Overnight
- Focus on Sanitation Facilities
- Supportive of Closing/Limiting Parks for Camping
- Resources/Programs in Memo (Attachment A)

# Policy Questions

Item A.

- Informed by Community Outreach
- Compared to Other Cities
  - Only Cities with Updated Codes

# Policy Question 1

Item A.

- Whether Limit Hours for Camping?
  - Respondents Concerned About Duration and Time Allowed

Q6 With #1 being most important, which factors should receive the most consideration in the development of new overnight camping policy?

OPTIONS	AVG. RANK
Duration of stay	2.64
Hours during which camping is allowed	3.16

- Bend, Medford, Newport – 24 Hours
- Seaside – 8 pm to 8 am
- Interviewees Interested in Different Times for Summer/Winter

# Policy Question 1 (Cont.)

Item A.

- Whether to Keep Parks Closed at Night?
  - General Consensus to Keep Most/All Parks Closed
  - Parks and Trails Ranked 3<sup>rd</sup> Lowest for Suitability for Camping





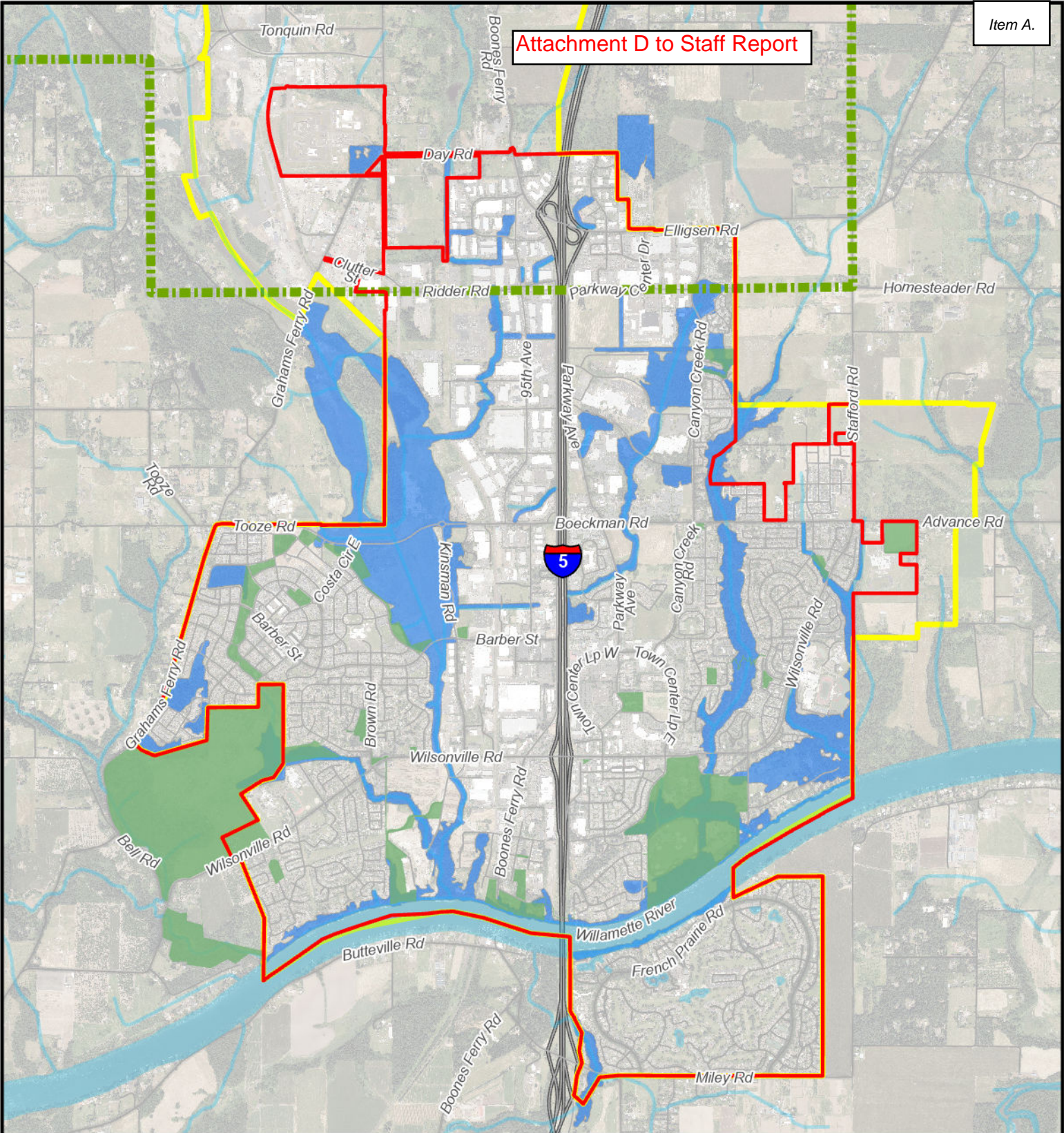
Current City Of Wilsonville Parks and Green Spaces		
Property Name	Approximate Acres	Current Status
Arrowhead Creek Park	17.7	City Owned
Boeckman Creek Green Space	30.0	City Owned
Boones Ferry Park	12.0	City Owned
Canyon Creek Park	7.9	City Owned
Courtside Park	1.9	City Owned
Engelman Park	0.9	City Owned
Memorial Park	99.7	City Owned
Murase Plaza	26.6	City Owned
Park at Merryfield Park	8.5	City Owned
River Fox Park	2.7	City Owned
Sue Guyton Heritage Tree Grove	0.3	City Owned
Town Center Park	4.9	City Owned
Tranquil Park	4.8	City Owned
Frog Pond Community Park	10.0	City Owned
Boeckman Creek Green Space	30.2	City Owned
Sofia Park	1.9	City Owned
Palermo Park	2.5	City Owned
Hathaway Park	1.3	City Owned
Piccadilly Park	4.2	City Owned
Willow Creek/Landover Parks	6.0	City Owned
BC Corner	1.2	City Owned
Subaru Trail	0.3	City Owned
Brown Road Corner	0.8	City Owned
Memorial to Boones Ferry Trail	0.5	City Owned
Tivoli Park	10.0	City Owned
I-5 Trail	0.5	City Owned
Edelweiss Park	5.1	City Owned
Bridge Landing	1.0	City Owned
Boeckman Trail @ Morgan Farms	12.7	City Owned
5th to Kinsman Trail	2.0	City Owned
Edelweiss Wooded Area	8.1	May 2023 Takeover*
Trocadero Park	2.5	May 2023 Takeover*
Cavallo Park	5.0	2028 Takeover*
Oulanka	2.6	2028 Takeover*
Frog Pond West Trail Head Park	3	2024 Takeover*
Boeckman Bridge Trail	5	2024 Takeover*
Planned Frog Pond Neighborhood Park	2.8	2024 Takeover*
Frog Pond West Park	2.5	2028 Takeover*
BPA Trail Frog Pond	Unknown	2029 Takeover*

# Policy Question 2/2a

Item A.

- Whether Outright Prohibit Camping in SROZ?
  - Medford and Bend Have Prohibitions
  - Environmental Impacts Ranked 4<sup>th</sup> out of 7 Considerations
  - Environmentally Sensitive Areas Ranked As One of Least Suitable Options
- Whether to Outright Prohibit Camping in Other Forested Areas?





The City of Wilsonville, Oregon  
Clackamas and Washington Counties



- SROZ (Significant Resource Overlay Zone)
- Wilsonville City Limits
- County Boundary
- UGB

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

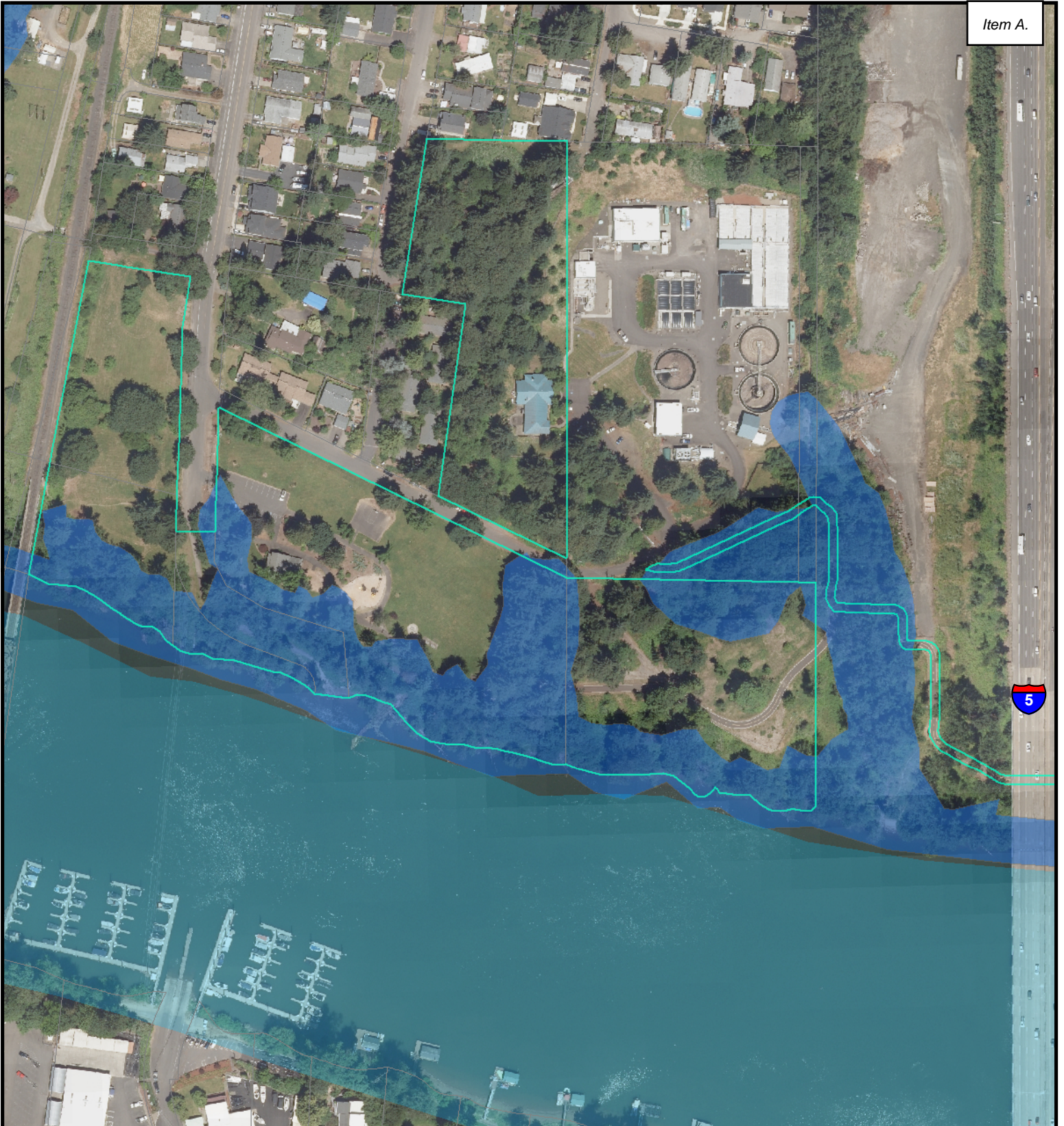


2/7/2023

0 Miles 0.5

90






**The City of Wilsonville, Oregon**  
Clackamas and Washington Counties

**Significant Resource Overlay Zone (SROZ) &  
Boones Ferry Park**



-  SROZ
-  Parks

July 2022 Aerial Photo



2/23/2023



# Policy Question 3

Item A.

- Restrictions on Materials Allowed?
  - Open Flames Currently Restricted in Parks
    - Exception – Designated Areas
  - Bend Allows Fires for Cooking and Warmth; Restricts Power Generators
  - Must Allow “Minimal Measures to Keep... Warm and Dry”

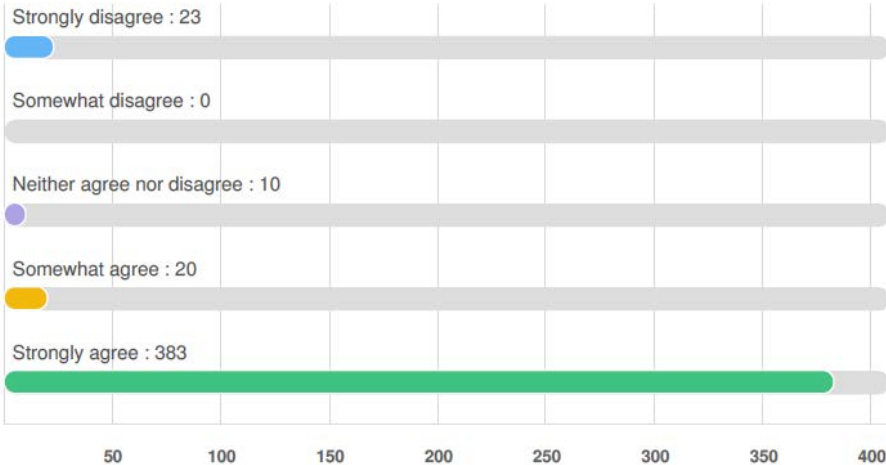


# Policy Question 4

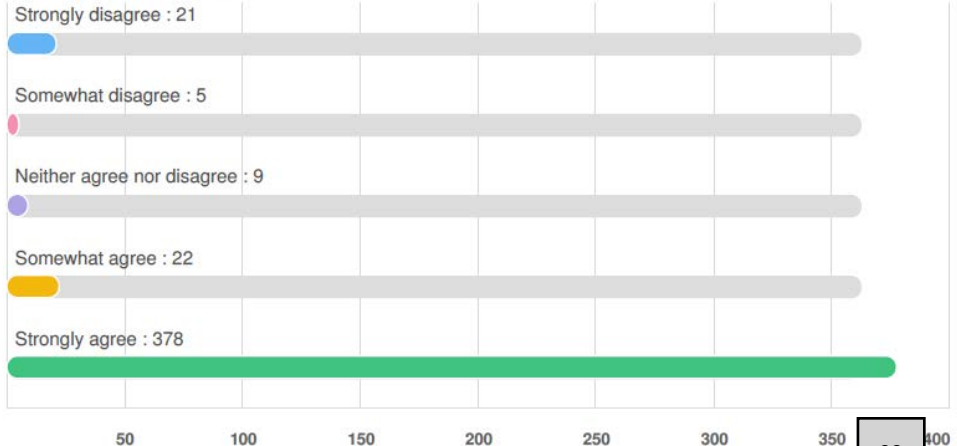
Item A.

- Whether Prohibit Camping Within Specific Distance of Certain Land Uses?
  - Proximity to Schools and Residences Are Key Concerns

Proximity to schools/childcare facilities



Proximity to residential areas



# Policy Question 5

Item A.

- Whether to Limit Campsite Footprint?
  - Bend
    - Limits to 12'x12' or 144 SF
    - No More than 3 Campsites per Block
    - At Least 150' Apart
  - Could be Method of Distinguishing Between Tent/Outdoor Camping and Vehicle Camping

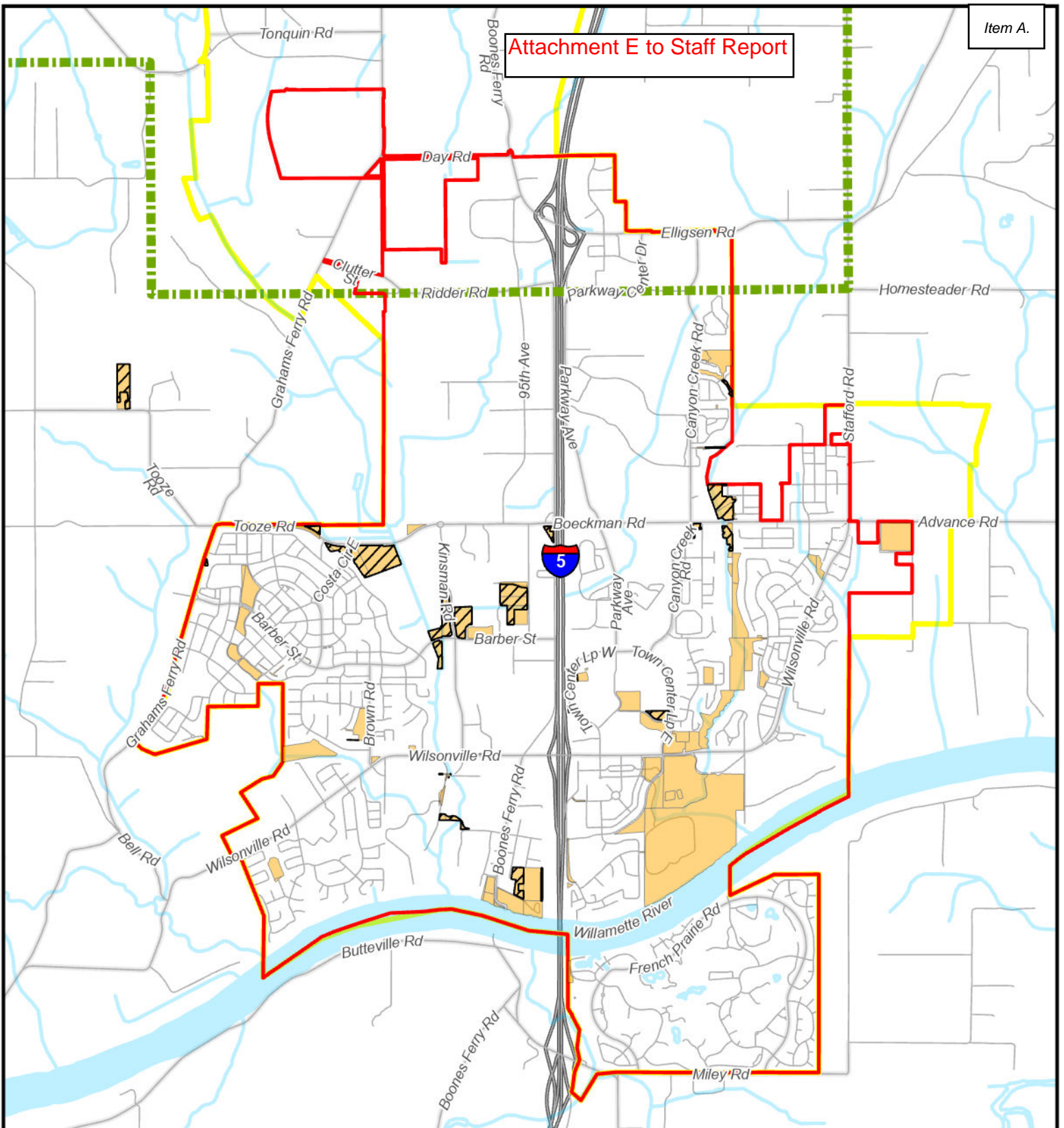
# Policy Question 6

Item A.

- Should the City Allow Camping in City-Owned Parking Lots?
  - With Time Limitation, Interviewees Thought Parking Lots Acceptable, Particularly for Vehicle Camping
- Designated Vacant City-Owned Properties?
- Significant Concerns Regarding Sanitation
  - Staff Discussing Options

# Attachment E to Staff Report

Item A.



**The City of Wilsonville, Oregon**  
Clackamas and Washington Counties



METRO RLIS Vacant Lands  
Inventory (Limited to City  
Owned Taxlots)  
City Owned Taxlots

Wilsonville City Limits  
County Boundary  
UGB

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



2/7/2023

0 Miles 0.5

96

# Policy Question 7

Item A.

- Whether Consider a Private Property Camping Program?
  - Not a Requirement of State Law
    - But Many Cities Have Such a Program
  - Property Owners Opt-In
  - Property Owners Responsible for Sanitation/Water
  - Typically Short-Term (90 Days, 6 Months, Etc.)
  - Questionnaire Respondents and Interviewees Split
    - Could Publish More Detailed Questionnaire on Topic

# Policy Question 8

Item A.

- Whether Separate Regulations for Vehicle Camping from Tent/Outdoor Camping?
  - Suggested by Some Interviewees
  - Reflective of Majority of Wilsonville Unhoused Residents
  - Not Seen in Other Communities
  - Could Include in Second Questionnaire



# Policy Question 9

Item A.

- Any Other Regulations to Consider?

# Next Steps

Item A.

- Continued Outreach
  - Additional Stakeholder Interviews
  - Presentations to City Advisory Boards
  - Possible Second Let's Talk, Wilsonville! Questionnaire
    - Private Camping Program
    - Different Regulations for Vehicle Camping Versus Tent/Outdoor Camping
    - Forced Ranking of Factors to Consider (Q4 of First Survey)

# Next Steps (Cont.)

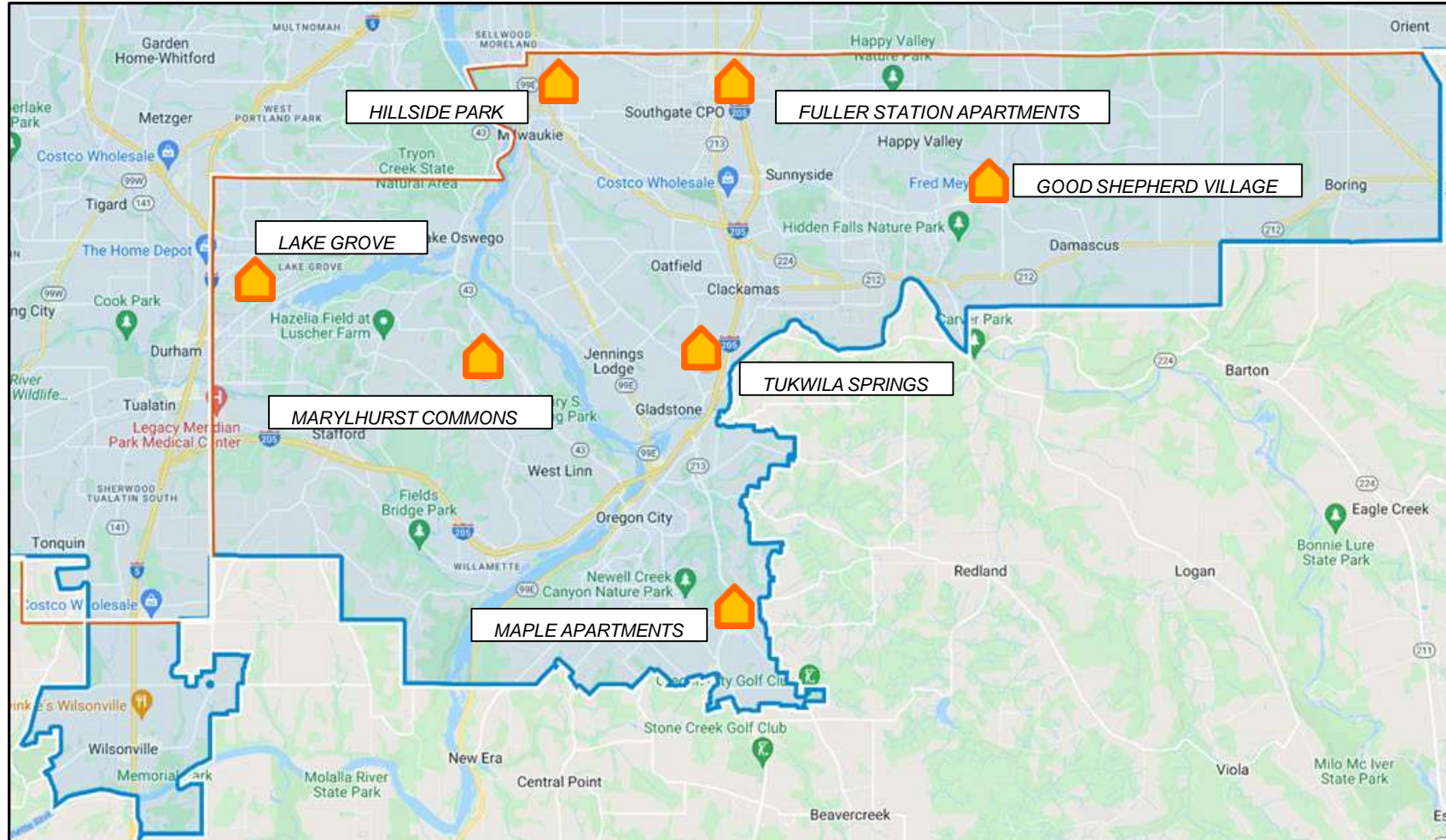
- March 20, 2023 – Third Work Session
  - Review of Draft Code
- April 17, 2023 – Fourth Work Session
  - Further Review of Draft Code
- May 1, 2023 – Council Meeting
  - First Reading of Ordinance and Public Hearing
- May 15, 2023 – Council Meeting
  - Second Reading of Ordinance
- July 1, 2023 – New Regulations Go Into Effect

# Clackamas County Housing Initiatives and Built for Zero

Vahid Brown  
Housing Services Program Manager



# HOUSING BOND PROJECTS IN *CLACKAMAS COUNTY*



# Clackamas County Metro Housing Bond Progress

**885 UNITS COMMITTED**

**~\$91MM ALLOCATED**

**109% OF TOTAL PRODUCTION  
GOAL IN DEVELOPMENT**

**78% OF TOTAL BOND  
ALLOCATION COMMITTED**

<b><i>AFFORDABLE HOUSING BOND PRODUCTION</i></b>	<b>Units</b>	<b>30% AMI or below</b>	<b>Family Size (2BR+)</b>
<b>Clackamas County Production Goals</b>	<b>812</b>	<b>333</b>	<b>406</b>
Tukwila Springs - <b>COMPLETE</b>	48	48	0
Fuller Station Apartments - <b>COMPLETE</b>	99	30	83
Good Shepard Village - <b>IN CONSTRUCTION</b>	142	58	79
Maple Apartments - <b>IN CONSTRUCTION</b>	171	70	129
Marylhurst Commons - <b>IN CONSTRUCTION</b>	100	40	83
Hillside Park Phase I - <b>CLOSING ~Q1 2024</b>	275	100	110
Lake Grove - <b>CLOSING ~2nd HALF 2024</b>	50	20	25
<b>Total Unit Production</b>	<b>885</b>	<b>366</b>	<b>508</b>
<b>Percent of Total Production Goals</b>	<b>109%</b>	<b>110%</b>	<b>125%</b>

# Significant Expansion of Housing Services

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- Supportive Housing Services (SHS) Measure 26-210 enabled a significant expansion of housing services in Clackamas County
- Last Spring Clackamas County conducted the largest procurement of housing services in county history
- The SHS Measure has provided funding for 23 new contracts spanning the entire continuum of housing services from outreach to supportive housing case management
- Procurements for further expansion continue to be initiated for services such as:
  - Youth shelter and housing navigation
  - Supportive housing case management
  - Rapid rehousing



# Outreach & Engagement



- SHS funding allowed the county to launch its first coordinated outreach & engagement system in its history
- Contracted with six agencies
- Connect residents experiencing homelessness with the service system, provide essential survival supplies, and help move people off the streets and into transitional shelter/housing.
- Provided via site-based, in-reach, pop-up and mobile methods
- Distribute life-saving supplies during severe weather events



# Safety off the Streets

- SHS funding currently supports 139 emergency/transitional shelter units managed by six providers
- Provides people safety and stability while they work with housing navigators to move into permanent housing
- Additional shelter for youth aged 16-24 is expected to open later this fiscal year
- County recently approved the purchase of a 110 room hotel for conversion into transitional housing with funding from Project Turnkey 2.0



# Permanent Supportive Housing

- Cornerstone service provided by SHS funding
- Proven model of keeping people in housing and from returning to homelessness
- Combination of permanent housing + long-term rental assistance + ongoing case management
- Utilize a combination of tenant-based and site-based models
- Placed 385 people into PSH between July 2021 and Dec 2022



# System Capacity and Support

- SHS funded contracts have brought six new agencies into Clackamas County
- Special funding is provided to small and grassroots agencies to support capacity building
- County staff provide regular trainings on topics such as HMIS, housing navigation and housing first aid
- Dedicated technical assistance will soon be provided to smaller agencies
- Increase in services and capacity allowed the county to make significant progress on its Coordinated Housing Access list and join the Built for Zero Initiative



# What is Built for Zero

- Nationwide initiative with over 100 cities and counties committed to making homelessness rare, brief, and non-recurring
- Emphasis on collecting and utilizing quality, real-time data
- Uses by-name data so every person experiencing homelessness is known and can receive assistance
- Ultimate goal of achieving functional zero





# By-Name List and Case Conferencing

- A by-name list contains information of every person in a community experiencing homelessness and is updated in real time
- Clackamas County has built a by-name list which is constantly being refined and improved with higher quality data
- Informs the county's case conferencing process which connects people with the services they need and the providers best suited to work with them



# Functional Zero

- This is the ultimate goal of the Built for Zero initiative and requires:
  - The number of people experiencing homelessness at any time does not exceed the community's proven record of housing at least that many people in a month
  - We are operating off of a full accounting of homelessness at all times
  - We are working toward equitable systems, starting with a focus on race and ethnicity
  - All of this is sustained over time



# David and Tony's Story

Houseless residents David and Tony were referred by grassroots community organization PDX Saints Love to a county severe weather shelter operated by our partner, The Father's Heart Street Ministry. Shortly after arriving, they were approved for a Regional Long-term Rent Assistance voucher. They were approved to rent within 14 days and housed in just over three weeks — all after living outside for 11 years.

David and Tony had one simple request to make the first night in their new home special: firewood for their new fireplace. The Father's Heart Street Ministry prepared a welcome basket which included all that David and Tony needed for that first fireplace moment, and much more to help them settle into their new home. They are receiving supportive housing case management through the program's partnership with Greater New Hope Family Services.





## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> February 23, 2023		<b>Subject:</b> Updated 'Explore Wilsonville' Visual Identify	
		<b>Staff Member:</b> Mark Ottenad, Public and Government Affairs Director	
		<b>Departments:</b> Administration	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable <b>Comments:</b> Tourism Promotion Committee unanimously adopted the updated visual identity at their January 25, 2023 meeting.	
<b>Staff Recommendations:</b> N/A			
<b>Recommended Language for Motion:</b> N/A			
<b>PROJECT / ISSUE RELATES TO:</b>			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

The Tourism Promotion Committee (TPC) has updated the 'Explore Wilsonville' tourism-promotion logo. TPC Chair Brandon Roben, CEO of Oaks Amusement Park, and staff are scheduled to share the process and results of the 'Explore Wilsonville' visual identity project.



**EXECUTIVE SUMMARY:**

The City Council adopted Resolution 2758, which created the City's original contract with JayRay Ads & PR, Inc. to provide Tourism Promotion and Destination Marketing Services. The City Council adopted a contract with JayRay Ads & PR, Inc., for up to an additional three years, to continue Tourism Promotion & Destination Marketing Services on January 20, 2022, by approving Resolution No. 2944.

As the 'Explore Wilsonville' destination-marketing program has developed and evolved since JayRay joined our Tourism Team, it has become clear that the 'Explore Wilsonville' program branding needed a refresh. The original 'Explore Wilsonville' logo, developed by a former contractor, was a muted green logo in all-capital letters with a tag line "a pocket full of fun," since we were promoting what were termed short "pocket trips" to nearby destinations. As our marketing has evolved to focus on "itineraries" and promoting that travelers should "stay in the heart of it all" the logo no longer fits for a term not being used.

The FY 22-23 budget tourism budget was larger than the FY 22-23 contract with JayRay, which allowed staff to increase the JayRay contract to include a visual identity project. This was not a full logo redesign; it was a visual identity refresh. The project included some survey work to understand how visitors and tourism industry professionals see Wilsonville as a location. This information was used to develop four logos, which staff reviewed before the top two logos were shared with the Tourism Promotion Committee.

At the January 25, 2023, Tourism Promotion Committee Meeting, JayRay lead an exercise to help the committee select a new logo. After plenty of discussion, the committee unanimously selected a logo with a slight modification. The new logo was been modified to meet the Committee's request. Next, JayRay will update the brand guidelines, website, and promotional materials with the new logo by the end of June 2023

**EXPECTED RESULTS:**

Continue to advance the work of the Tourism Promotion Committee by refreshing the 'Explore Wilsonville' visual identity.

**TIMELINE:**

The new logo was been developed. JayRay will update the brand guidelines, website, and promotional materials with the new logo by the end of June 2023.

**CURRENT YEAR BUDGET IMPACTS:**

There are no budget impacts to the current fiscal year. The Scope of Work in for this project was included in the FY 2022/23 budget.

**COMMUNITY INVOLVEMENT PROCESS:**

A survey was used to out to gather input from local tourism industry professionals, past and current Tourism Promotion Committee members and those familiar with Wilsonville to make sure that the new visual identity is consistent with how Wilsonville is viewed as a destination.

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

Potential benefits to the community included increased awareness of Wilsonville as tourism destination and increased transient lodging tax collections for the City.

**ALTERNATIVES**

N/A

**CITY MANAGER COMMENTS:**

N/A

**ATTACHMENTS:**

N/A

**ORIGINAL 'OLD' EXPLORE WILSONVILLE LOGO GRAPHIC**

NOTES: Old logo is rather flat in color and 'yells' a bit with use of all-capital letters; utilizes as a graphic 'pocket trips'—a non-standard term—that is no longer used or promoted as such.

**REVISED 'NEW' EXPLORE WILSONVILLE LOGO GRAPHIC**

NOTES: New logo echoes City of Wilsonville logo's flower that is incorporated into the letter "l," and contrasts a lower-case script 'explore' font with a clean, all-capitals Wilsonville.

Varying shades of green are simple, warm and cohesive. Using the darkest color for the words, and the same color for both, makes it highly legible and cohesive. The entire Tourism Promotion Committee came around fairly quickly and unanimously to this logo graphic.

## Original 'Old' Explore Wilsonville Logo Graphic

**EXPLORE**  
**WILSONVILLE**.COM



## Revised 'New' Explore Wilsonville Logo Graphic





*explore*  
WILSONVILLE



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> February 23, 2023	<b>Subject:</b> Kiva Building Architectural Assessment and Recommendations  <b>Staff Member:</b> Martin Montalvo, Operations Manager  <b>Department:</b> Public Works	
<b>Action Required</b> <input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<b>Advisory Board/Commission Recommendation</b> <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	<b>Comments:</b> N/A
<b>Staff Recommendation:</b> Staff recommends that Council proceeds with the demolition of the Kiva Building.		
<b>Recommended Language for Motion:</b>		
<b>Project / Issue Relates To:</b>		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

The Kiva Building has suffered a catastrophic failure of the roof support trusses. The City commissioned SERA Architects to investigate options and develop cost estimates to repair the damage and bring the building up to current code requirements. An option for demolition was also included in the analysis. Staff is seeking direction from Council on next steps.

## EXECUTIVE SUMMARY:

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

The Kiva building is a 7280-square-foot, two-story building that was built in 1979. On the main floor are a large conference room, office space, restrooms, and kitchen. In the daylight basement are additional office spaces and restrooms.

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

The City then engaged SERA Architecture to develop a more complete package for repairing the damage and making any required improvements to meet current code and accessibility standards.

Each of the rebuild options involves removing and replacing 2/3 of the trusses, remove and replace the roof, replacing the ceiling and lighting, removing/replacing the HVAC, Fire Protection and AV systems, and refinishing all damaged walls and floors. Variations of each option and the associated cost estimate are summarized below.

**Option 1 Minimum Full Use:** Installation of a new internal elevator. Several ADA and accessibility improvements would be needed including renovating the first and second-floor restrooms, improving the existing staircase, a new ADA-compliant emergency exit, and parking improvements. The estimated cost is \$ 3.4 million.

**Option 2 Minimum Full Use with Exterior Elevator:** Installation of a new exterior elevator located between the Kiva and Art Tech buildings. Several ADA and accessibility improvements would be needed including renovating the first and second-floor restrooms, improving the existing staircase, a new ADA-compliant emergency exit, and parking improvements. The estimated cost is \$3.6 million.

**Option 3 Minimum Use and Limited Staff Basement:** Several ADA and accessibility improvements would be needed including renovating the first-floor restrooms and a new ADA-compliant emergency exit. No significant improvements would be needed to the lower floor but usage of the space would be restricted to staff and primary usage would be for storage. The estimated cost is \$2.5 million.

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

Based on current market conditions, the cost to construct a new similarly sized (~8,000 square foot), compliant, two-floor building is roughly \$3.9 million plus an additional 30% for design, permits, etc. for a total of approximately \$5 million.

The repair options will bring the building into compliance. Additional modifications or improvements to accommodate the desired usage have not been included.

Based on the age of the Kiva Building, staff's recommendation is to proceed with demolition.

**EXPECTED RESULTS:**

Direction as to a preferred option for the Kiva Building

**TIMELINE:**

Staff is seeking to publish Request for Bids and Construction plans in the spring of 2023. The plans will reflect the direction from Council.

**CURRENT YEAR BUDGET IMPACTS:**

Depending on the direction from Council, staff will return with a subsequent budget amendment.

**COMMUNITY INVOLVEMENT PROCESS:**

Not applicable

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

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

**ALTERNATIVES:**

Three repair options and a demolition option.

**CITY MANAGER COMMENT:**

N/A

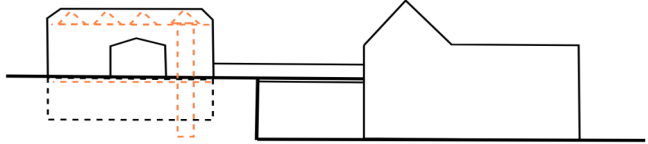
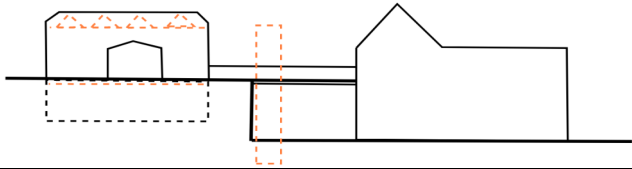
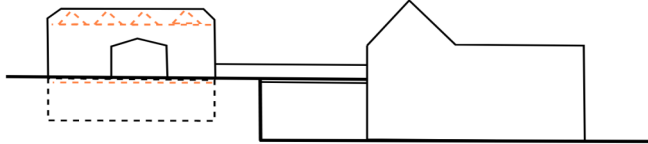
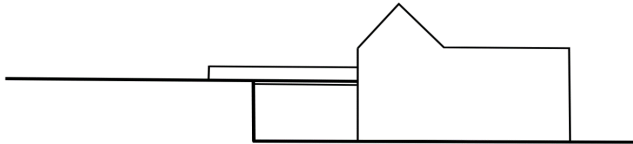
**ATTACHMENT:**

1. Wilsonville Kiva Building Best Value Matrix



Wilsonville Kiva Building  
Best Value Matrix

January 18, 2023

	Option #1 - Minimum Full Use	Option #2 - Minimum Full Use/Exterior Elevator	Option #3 - Minimum Use & Limited Staff Basement	Option #4 - Demolish to Foundation
Executive Summary	<p>Retrofit of building repairing structure and compliance issues only. Installing an interior elevator for full staff and public use of building as assembly and office.</p> 	<p>Retrofit of building repairing structure and compliance issues only. Installing an exterior elevator at the bridge for full staff and public use of building as assembly and office use. Bridge position allows both buildings to share the elevator amenity.</p> 	<p>Retrofit of building repairing structure and most compliance issues. Upper floor can be used for assembly, lower floor for staff use only.</p> 	<p>Removal of all non-foundational parts of the building. Preparing the remaining walls and cavity to be filled, graded and planted with grass seed. Utilities to be capped for future use. Sidewalk, bridge and terraced blockwork at south side of Kiva Building to remain.</p> 
Design Approach	<p>This option would revitalize the building to be prepared for full use of both floors for the public upstairs and city staff on the basement level. <b>This requires substantial effort and necessitates adding an elevator.</b></p>	<p>This option would revitalize the building to be prepared for full use of both floors for the public upstairs and city staff on the basement level. <b>This requires substantial effort and necessitates adding an elevator. In this option the elevator is proposed to be a new structure attached to the bridge which can serve both the Kiva Building and the A&amp;T Building. Adds sitework to install elevator and modify terraced blockwork between buildings.</b></p>	<p>This option would only restore the upper floor to full access. Lower levels would only be useful for storage spaces, not public access or city staff business uses. <b>This approach is less involved and avoids adding an elevator but constrains the potential use of the building.</b></p>	<p>Remove all the existing wood structure, including roof, walls, and 1st floor. Existing concrete structure would remain, including exterior walls above and below grade, existing basement slab, existing foundations. Preserve and repair bridge connection from this site to the upper level of the A&amp;T building.</p>
Construction Cost Opinion	\$2,594,625	\$2,813,594	\$1,902,541	\$499,000
A&E Fee	\$107,563	\$112,563	\$84,563	\$75,780
Soft Cost Opinion	\$657,535	\$693,161	\$532,304	\$46,935
Project Cost Opinion	\$3,359,723	\$3,619,318	\$2,519,408	\$621,715
Occupancy	<p>Upstairs continues its existing use as an assembly space for modest gatherings. Practically this looks like scattered tables and chairs for the upper level assembly space, but not concentrated chairs like a concert, or a "standing room only" event. The lower level is anticipated to be used for office space, with a few private offices and some open office workspace.</p> <p>A-3 "Assembly" Occupancy with an OLF of 15 square feet per person in assembly area. B "Business" Occupancy of the lower level with OLF of 150 square feet per person in the basement level.</p> <p><b>OLF = Occupant Load Factor, a metric the building code uses to designate the number of people allowed in a space.</b></p>	<p>Upstairs continues its existing use as an assembly space for modest gatherings. Practically this looks like scattered tables and chairs for the upper level assembly space, but not concentrated chairs like a concert, or a "standing room only" event. The lower level is anticipated to be used for office space, with a few private offices and some open office workspace.</p> <p>A-3 "Assembly" Occupancy with an OLF of 15 square feet per person in assembly area. B "Business" Occupancy of the lower level with OLF of 150 square feet per person in the basement level</p>	<p>Upstairs continues its existing use as an assembly space for modest gatherings. Practically this looks like scattered tables and chairs for the upper level assembly space, but not concentrated chairs like a concert, or a "standing room only" event. <b>The lower level is anticipated to used for a maintenance storage function and not generally used by staff or public.</b></p> <p>A-3 "Assembly" Occupancy with an OLF of 15 square feet per person in assembly area. S-2 "Storage" Occupancy of the lower level with OLF of 300 square feet per person in the basement level.</p>	N/A
Roof/ Envelope	<p><b>Replace approximately 2/3 of roof trusses and insulation in the affected areas.</b> Full replacement of all roof sheathing, weather barrier, roofing shingles, and associated flashings. Maintain existing gutter system. No scope presently planned for any structural upgrades for tie-offs, fall arrest systems, future PV systems, etc.</p> <p><b>Add a dormer to the roof for an elevator overrun.</b> Dormer would have same shingle roofing, dormer sides to be clad in fiber-cement panel and painted to match the existing building.</p>	<p>Replace approximately 2/3 of roof trusses and insulation in the affected areas. Full replacement of all roof sheathing, weather barrier, roofing shingles, and associated flashings. Maintain existing gutter system. No scope presently planned for any structural upgrades for tie-offs, fall arrest systems, future PV systems, etc.</p> <p>Add freestanding structure for elevator and machine room clad similar to Kiva Building adjacent to bridge. Add entry extension with glass door and panic hardware, lockable from exterior, at Kiva side. Simple shed roof to cover new structure and exit at bridge level.</p>	<p><b>Replace approximately 2/3 of roof trusses and insulation in the affected areas.</b> Full replacement of all roof sheathing, weather barrier, roofing shingles, and associated flashings. Maintain existing gutter system. No scope presently planned for any structural upgrades for tie-offs, fall arrest systems, future PV systems, etc.</p>	N/A
Architecture & Interiors	<p><b>New interior finishes for areas of roof removal</b>, including main assembly area and the adjacent storage room, main lobby space. Finish replacement should include like-for-like replacement of carpet and vinyl-tile flooring, gypsum board ceiling with textured and painted finish, new paint for interior partitions. Patch and repair work should be anticipated for all walls that extend to underside of ceiling, interior and exterior. Demolish the small storage closet in the SE corner of the assembly space. patch and repair floor and walls as required.</p> <p>Replace door hardware at vestibule double doors with egress hardware.</p> <p><b>Create new shaft for elevator, assumed to be a holeless hydraulic model</b> by ThyssenKrupp, rated at 3500 lbs. Assume a small elevator machine room is also required on the basement level. Add dormer to roof to accommodate an elevator overrun. Elevator will not be a means of egress during an emergency and not connected to a backup power source.</p> <p><b>Minor modifications are assumed for the existing kitchens for ADA access. See Accessibility section.</b></p> <p>At lower level remove non-structural partition on the east half of the space. Provide a new partitions in the NW classroom to create a pair of private offices.</p>	<p><b>New interior finishes for areas of roof removal</b>, including main assembly area and the adjacent storage room, main lobby space. Finish replacement should include like-for-like replacement of carpet and vinyl-tile flooring, gypsum board ceiling with textured and painted finish, new paint for interior partitions. Patch and repair work should be anticipated for all walls that extend to underside of ceiling, interior and exterior. Demolish the small storage closet in the SE corner of the assembly space. patch and repair floor and walls as required.</p> <p>Replace door hardware at vestibule double doors with egress hardware.</p> <p><b>Create new structure for an exterior elevator, assumed to be a holeless hydraulic model</b> by ThyssenKrupp, rated at 3500 lbs. Assume a small elevator machine room is also required as part of new structure. Elevator will not be a means of egress during an emergency and not connected to a backup power source. A new vestibule that is lockable from the exterior will be needed, and the elevator will connect to the existing "bridge" structure connecting the A&amp;T and Kiva buildings.</p> <p>If the lower level kitchen would remain it would be used as a break-room kitchen for staff. Appliances modified to supply a new induction range top but no oven (scope should avoid need for a new ventilation hood).</p> <p>At lower level remove non-structural partition on the east half of the space. Provide a new partitions in the NW classroom to create a pair of private offices.</p>	<p><b>New interior finishes for areas of roof removal</b>, including main assembly area and the adjacent storage room, main lobby space. Finish replacement should include like-for-like replacement of carpet and vinyl-tile flooring, gypsum board ceiling with textured and painted finish, new paint for interior partitions. Patch and repair work should be anticipated for all wall that extend to underside of ceiling. Demolish the small storage closet in the SE corner of the assembly space. patch and repair as required, new painted finishes on remaining partitions.</p> <p>Replace door hardware at vestibule double doors with egress hardware.</p> <p>At the demolished lower level kitchen patch and repair of the wall will be required. Upstairs a new length of countertop and economy-grade cabinetry should be anticipated.</p> <p>At the lower level "classrooms" approximately 6' of non-structural wall should be demolished in each demising wall that runs east-west. Corridor walls running north-south and doors will remain.</p>	N/A

Wilsonville Kiva Building  
Best Value Matrix

January 17, 2023

	Option #1 - Minimum Full Use	Option #2 - Minimum Full Use/Exterior Elevator	Option #3 - Minimum Use & Limited Staff Basement	Option #4 - Demolish to Foundation
Site	<p><b>Replace the exterior north emergency exit stair from the upper level with a new metal ramp</b> approximately 25' long running to the west and larger, code-compliant upper and lower landings. A paved pathway will connect the lower ramp landing to the existing ramp landing at the front of the building.</p> <p>Ramp will overlap with the 10 foot landscape buffer required by the SB Overlay Zone. An exception from the building official will be required, but is favorable as the ramp is an egress element.</p> <p>Add small asphalt paved parking area for staff behind the A&amp;T building for staff use, including an ADA stall, minimal landscaping improvements.</p>	<p><b>Replace the exterior north emergency exit stair from the upper level with a new metal ramp</b> approximately 25' long running to the west and larger, code-compliant upper and lower landings. A paved pathway will connect the lower ramp landing to the existing ramp landing at the front of the building.</p> <p>Ramp will overlap with the 10 foot landscape buffer required by the SB Overlay Zone. An exception from the building official will be required, but is favorable as the ramp is an egress element.</p> <p>Add small paved parking area for staff behind the A&amp;T building for staff use, including an ADA stall. Excavation for elevator pit and prep for new structure. New walls to sit on 6" concrete curb.</p>	<p><b>Replace the exterior north emergency exit stair from the upper level with a new metal ramp</b> approximately 25' long running to the west and larger, code-compliant upper and lower landings. A paved pathway will connect the lower ramp landing to the existing ramp landing at the front of the building.</p> <p>Ramp will overlap with the 10 foot landscape buffer required by the SB Overlay Zone. An exception from the building official will be required, but is favorable as the ramp is an egress element.</p> <p>Add a small paved parking space for maintenance vehicle use.</p>	<p>Provide compacted fill to conceal the walls and slab, contour to a 15% slope. Add grass seed and markers to locate walls in future.</p> <p>Protect the existing bridge structure and exterior walkways to provide future access to the upper level of the A&amp;T building.</p>
Structural	<p><b>Replace roof trusses as already designed. Repair 1st floor structure.</b></p> <p>Framing reinforcement/headers for new elevator shaft opening. Support for elevator safety beam. Modify roof profile as required for elevator overrun. New concrete pit for elevator shaft and associated foundation work.</p> <p>Approximately 35% of the assembly room floor structure will need to be reinforced as it does not meet current structural codes for live-load capacity of Assembly Occupancy. Reinforcement involved bolting new laminated-veneer-lumber framing to the each existing joist for its full length. Installing reinforcement will necessitate the removal of all MEP and fire protection in the floor cavity, along with demolition of the ceiling below the reinforced structure. (Also see Note 1 below).</p>	<p><b>Replace roof trusses as already designed. Repair 1st floor structure.</b></p> <p>Framing reinforcement/headers for new elevator shaft opening and exterior walls and shed roof. Support for elevator safety beam. New concrete pit for elevator shaft and associated foundation work.</p> <p>Approximately 35% of the assembly room floor structure will need to be reinforced as it does not meet current structural codes for live-load capacity of Assembly Occupancy. Reinforcement involved bolting new laminated-veneer-lumber framing to the each existing joist for its full length. Installing reinforcement will necessitate the removal of all MEP and fire protection in the floor cavity, along with demolition of the ceiling below the reinforced structure. (Also see Note 1 below).</p>	<p><b>Replace roof trusses as already designed. Repair 1st floor structure.</b></p> <p>Approximately 35% of the assembly room floor structure will need to be reinforced as it does not meet current structural codes for live-load capacity of Assembly Occupancy. Reinforcement involved bolting new laminated-veneer-lumber framing to the each existing joist for its full length. Installing reinforcement will necessitate the removal of all MEP and fire protection in the floor cavity, along with demolition of the ceiling below the reinforced structure. (Also see Note 1 below).</p>	<p>Assume additional support and guardrail modification for the exterior landing and walkway of bridge to A&amp;T building. Terraced blockwork on south side of Kiva would remain in place and be improved to support the access to the bridge, and the bridge itself.</p>
Restrooms	<p>The upper level restrooms meet many typical requirements but do not provide the required toe clearance at the toilet. The partition separating the toilet from the lavatory should be demolished. The existing doors should be relocated to a new partition at the entryway, creating two large, single-user toilet rooms.</p> <p>A full accessibility review should be performed for each restroom to verify the existing components all meet required clearances and reach ranges.</p> <p>Downstairs restrooms likely require upgrading to meet requirements for ambulatory accessible toilet stalls. Wheelchair users would need to use the elevator to utilize the larger restrooms on the upper floor, which is allowed under OSSC 2902.3.3. Assume like-for-like replacement of existing vinyl floor and rubber base, new painted finish for wall surfaces, replace existing vanity and general lighting with LED fixtures, like-for-like replacement of existing lavatories, toilets, and urinal with code-compliant fixtures.</p>	<p>The upper level restrooms meet many typical requirements but do not provide the required toe clearance at the toilet. The partition separating the toilet from the lavatory should be demolished. The existing doors should be relocated to a new partition at the entryway, creating two large, single-user toilet rooms.</p> <p>A full accessibility review should be performed for each restroom to verify the existing components all meet required clearances and reach ranges.</p> <p>Downstairs restrooms likely require upgrading to meet requirements for ambulatory accessible toilet stalls. Wheelchair users would need to use the elevator to utilize the larger restrooms on the upper floor, which is allowed under OSSC 2902.3.3. Assume like-for-like replacement of existing vinyl floor and rubber base, new painted finish for wall surfaces, replace existing vanity and general lighting with LED fixtures, like-for-like replacement of existing lavatories, toilets, and urinal with code-compliant fixtures.</p>	<p>The upper level restrooms meet many typical requirements but do not provide the required toe clearance at the toilet. The partition separating the toilet from the lavatory should be demolished. The existing doors should be relocated to a new partition at the entryway, creating two large, single-user toilet rooms.</p> <p>A full accessibility review should be performed for each restroom to verify the existing components all meet required clearances and reach ranges.</p> <p>The upstairs toilets would be sufficient to meet the requirements of the plumbing code, however the downstairs toilet are recommended to stay available to occupants as a convenience. These would maintain their existing configuration.</p> <p>Assume adjustment to existing drinking fountain to accessible height.</p>	<p>N/A</p>
Accessibility	<p>There are two accessible entries at the upper level. Power door operators are not provided, but are not required. There is no accessible egress route to a public way from the lower level. The existing double-door entry is accessible but does not have an accessible exterior route to a public way, nor to an ADA parking stall. An exterior "area for assisted rescue" could be utilized to satisfy life/safety concern, which would just mean designating a clear area at the base of the ramp or the adjacent new parking area for assisted rescue to occur.</p> <p>Adding an elevator allows the buildings to be fully accessible by code (OSSC 1104.5), and provide equitable access to both levels. An elevator provides an additional benefit in that the adjacent A&amp;T building could utilize it for moving between levels.</p> <p>Generally throughout the building handrails do not meet current codes, particularly the requirements for handrail extensions at the top and bottom of stairs. It should be assumed that all handrails in the project would be replaced with new metal pipe railings.</p> <p>Project costs will trigger minor adjustments to the kitchens to meet accessibility requirements for sink access.</p>	<p>There are two accessible entries at the upper level. Power door operators are not provided, but are not required. There is no accessible egress route to a public way from the lower level. The existing double-door entry is accessible but does not have an accessible exterior route to a public way, nor to an ADA parking stall. An exterior "area for assisted rescue" could be utilized to satisfy life/safety concern, which would just mean designating a clear area at the base of the ramp or the adjacent new parking area for assisted rescue to occur.</p> <p>Adding an elevator allows the buildings to be fully accessible by code (OSSC 1104.5). From an equity perspective people are reaching the floors in 'different' ways so this would not be considered universal access, but it does provide the City with a best value solution for both buildings with the investment of an elevator.</p> <p>Generally throughout the building handrails do not meet current codes, particularly the requirements for handrail extensions at the top and bottom of stairs. It should be assumed that all handrails in the project would be replaced with new metal pipe railings.</p> <p>Project costs will trigger minor adjustments to the kitchens to meet accessibility requirements for sink access.</p>	<p>There are two accessible entries at the upper level. The upper level restrooms meet many typical requirements but do not provide the required toe clearance at the toilet. The partition separating the toilet from the lavatory should be demolished. The existing doors should be relocated to a new partition at the entryway, creating two large single-user toilet rooms.</p> <p>A full accessibility review should be performed for each restroom to verify the existing components all meet required clearances and reach ranges.</p> <p>Generally throughout the building handrails do not meet current codes, particularly the requirements for handrail extensions at the top and bottom of stairs. It is recommended to replace the handrails, but it may not be required for this option.</p> <p>Project costs will trigger minor adjustments to the kitchens to meet accessibility requirements for sink access.</p> <p>By making the basement level a storage area for only ambulatory access, this options forgoes aspects of Option #1 that improve the accessibility of the lower level of the building.</p>	<p>The bridge connection from the upper level of the Arts and Tech building to the exterior walkway of the Kiva building must be maintained.</p>

	Option #1 - Minimum Full Use	Option #2 - Minimum Full Use/Exterior Elevator	Option #3 - Minimum Use & Limited Staff Basement	Option #4 - Demolish to Foundation
Mechanical	<p>Remove all mechanical ducting, vents, grilles, and other components in area of roof demolition. Install new ducting and components similar to prior configuration, in compliance with current codes. Maintain as much equipment and ductwork work as possible.</p> <p>At the area of reinforcement work of the first floor structure all mechanical ducting, vents, and other accessories in the floor cavity will need to be removed. New mechanical will be installed in the same area in a similar configuration to the existing systems.</p> <p>No equipment replacement (furnace, air handler, condensers, etc.) is anticipated. New elevator machine room will require conditioning to maintain equipment temperature, requiring a dedicated heat pump outdoor unit and indoor fan-coil unit.</p>	<p>Remove all mechanical ducting, vents, grilles, and other components in area of roof demolition. Install new ducting and components similar to prior configuration, in compliance with current codes. Maintain as much equipment and ductwork work as possible.</p> <p>At the area of reinforcement work of the first floor structure all mechanical ducting, vents, and other accessories in the floor cavity will need to be removed. New mechanical will be installed in the same area in a similar configuration to the existing systems.</p> <p>No equipment replacement (furnace, air handler, condensers, etc.) is anticipated. New elevator machine room will require conditioning to maintain equipment temperature, requiring a dedicated heat pump outdoor unit and indoor fan-coil unit which would also serve the elevator structure.</p>	<p>Remove all mechanical ducting and components in area of roof demolition. Install new ducting and components similar to prior configuration, in compliance with current codes.</p> <p>At the area of reinforcement work of the first floor structure all mechanical ducting, vents, and other accessories in the floor cavity will need to be removed. New mechanical will be installed in the same area in a similar configuration to the existing systems.</p> <p>No equipment replacement (furnace, air handler, condensers, etc.) is anticipated.</p>	<p>Demolish all existing equipment, ducting, and piping in total. Demolish gas piping back to the gas meter and cap the connection for future use. Meter is located in the front yard of the building.</p>
Electrical	<p>Remove all existing lighting in assembly and lobby spaces and all associated wiring to panel. Install new wiring and LED fixtures in assembly and lobby spaces in a like-for-like swap (linear for linear, can for can, etc.). At the renovated restroom existing fixtures should be replaced with like-for-like LED fixtures.</p> <p>At the area of reinforcement work of the first floor structure all electrical wiring, devices, lighting, and other accessories in the floor cavity will need to be removed. New electrical will be installed in the same area in a similar configuration to the existing systems. New light fixtures shall be LED fixtures of similar size, configuration, and quantity of the existing.</p> <p>Lighting in the remaining areas could be replaced as opportunity and needs allow. Replacement of existing fixtures and/or lamps should qualify for small incentives from ETO that will defray only a part of the cost.</p> <p>New elevator is assumed to be a hydraulic elevator, assume electrical upgrade to power service. Provide new power for elevator, threshold lighting, shaft way emergency lighting, machine room equipment etc.</p>	<p>Remove all existing lighting in assembly and lobby spaces and all associated wiring to panel. Install new wiring and LED fixtures in assembly and lobby spaces in a like-for-like swap (linear for linear, can for can, etc.). At the renovated restroom existing fixtures should be replaced with like-for-like LED fixtures.</p> <p>At the area of reinforcement work of the first floor structure all electrical wiring, devices, lighting, and other accessories in the floor cavity will need to be removed. New electrical will be installed in the same area in a similar configuration to the existing systems. New light fixtures shall be LED fixtures of similar size, configuration, and quantity of the existing.</p> <p>Lighting in the remaining areas could be replaced as opportunity and needs allow. Replacement of existing fixtures and/or lamps should qualify for small incentives from ETO that will defray only a part of the cost.</p> <p>New elevator is assumed to be a hydraulic elevator, assume electrical upgrade to power service. Provide new power for elevator, threshold lighting, shaft way emergency lighting, machine room equipment, new vestibule lighting, low voltage for door hardware.</p>	<p>Remove all existing lighting in assembly and lobby spaces and all associated wiring to panel. Install new wiring and LED fixtures in assembly and lobby spaces in a like-for-like swap (linear for linear, can for can, etc.).</p> <p>At the area of reinforcement work of the first floor structure all electrical wiring, devices, lighting, and other accessories in the floor cavity will need to be removed. New electrical will be installed in the same area in a similar configuration to the existing systems. New light fixtures shall be LED fixtures of similar size, configuration, and quantity of the existing.</p> <p>Lighting in the remaining areas could be replaced as opportunity and needs allow. Replacement of existing fixtures and/or lamps should qualify for small incentives from ETO that will defray only a part of the cost.</p>	<p>Demolish all existing electrical equipment, wiring, and panels. Remove electrical main service line back to existing transformer in the front yard of the building.</p>
Plumbing	<p>Replace plumbing fixtures as needed for occupant count and as altered to meet accessibility standards. See restrooms section.</p> <p>New drain, sump pump, and associated piping for the elevator pit.</p>	<p>Replace plumbing fixtures as needed for occupant count and as altered to meet accessibility standards. See restrooms section.</p> <p>New drain, sump pump, and associated piping for the elevator pit. Gutter and connection to stormwater system from new elevator structure.</p>	<p>Revise plumbing fixtures as needed for occupant count and as altered to meet accessibility standards. See restrooms section.</p>	<p>Demolish all existing plumbing fixtures, piping, pumps and equipment. Demolish existing water service line to the water meter and cap the connection. Cap vault in Basement (unknown service and depth).</p>
Fire Suppression	<p>Modify sprinkler system only as required for areas to remain on upper level. At areas of roof truss removal, demolish existing sprinkler piping and install new piping to current code requirements.</p> <p>At the area of reinforcement work of the first floor structure all fire sprinkler piping, heads, alarms, and other accessories in the floor cavity will need to be removed. New fire sprinkler systems will be installed in the same area in a similar configuration to the existing systems.</p> <p>Revise sprinkler piping as required for new elevator shaft.</p>	<p>Modify sprinkler system only as required for areas to remain on upper level. At areas of roof truss removal, demolish existing sprinkler piping and install new piping to current code requirements.</p> <p>At the area of reinforcement work of the first floor structure all fire sprinkler piping, heads, alarms, and other accessories in the floor cavity will need to be removed. New fire sprinkler systems will be installed in the same area in a similar configuration to the existing systems.</p> <p>Add/revise sprinkler piping as required for new elevator shaft and vestibule.</p>	<p>Modify sprinkler system only as required for areas to remain on upper level. At areas of roof truss removal, demolish existing sprinkler piping and install new piping to current code requirements.</p> <p>At the area of reinforcement work of the first floor structure all fire sprinkler piping, heads, alarms, and other accessories in the floor cavity will need to be removed. New fire sprinkler systems will be installed in the same area in a similar configuration to the existing systems.</p>	<p>Demolish existing fire sprinkler system in its entirety. Remove existing water service back to water meter and cap for future use.</p>
A/V	<p>Remove all existing loose AV wiring in the roof cavity. Take connections back to main panel or utility connection in the lower level. Allowance for running new AV cabling to the assembly area.</p>	<p>Remove all existing loose AV wiring in the roof cavity. Take connections back to main panel or utility connection in the lower level. Allowance for running new AV cabling to the assembly area.</p>	<p>Remove all existing loose AV wiring in the roof cavity. Take connections back to main panel or utility connection in the lower level. Allowance for running new AV cabling to the assembly area.</p>	<p>Remove all A/V equipment and wiring in total.</p>
Other	<p>Potential improvements accessibility and egress from lower level to public ROW. Probably better handled as part of a full campus plan effort.</p> <p>Hazardous materials inventory and testing should be performed given the age of the structure and the potential presence of asbestos, lead, or other materials requiring abatement and special disposal. Assume some abatement is required for cost estimate.</p>	<p>Potential improvements accessibility and egress from lower level to public ROW. Probably better handled as part of a full campus plan effort.</p> <p>Hazardous materials inventory and testing should be performed given the age of the structure and the potential presence of asbestos, lead, or other materials requiring abatement and special disposal. Assume some abatement is required for cost estimate.</p>	<p>Hazardous materials inventory and testing should be performed given the age of the structure and the potential presence of asbestos, lead, or other materials requiring abatement and special disposal. Assume some abatement is required for cost estimate.</p>	<p>Hazardous materials inventory and testing should be performed given the age of the structure and the potential presence of asbestos, lead, or other materials requiring abatement and special disposal. Assume some abatement is required for cost estimate.</p>
Notes	<p>1. As observed by HHPR the first floor structure consists of three different joists types, all running east-west. The two primary structures are an Open Web Truss "TJL", the other is solid-sawn 2x14 framing. Above the basement corridor 2x6 framing is used for the floor support. While these members met the code requirements at the time the building was constructed, the 2x14 framing is no longer compliant with current building codes to support an Assembly occupancy. The other members would need additional investigation but are likely to comply with current codes.</p>			

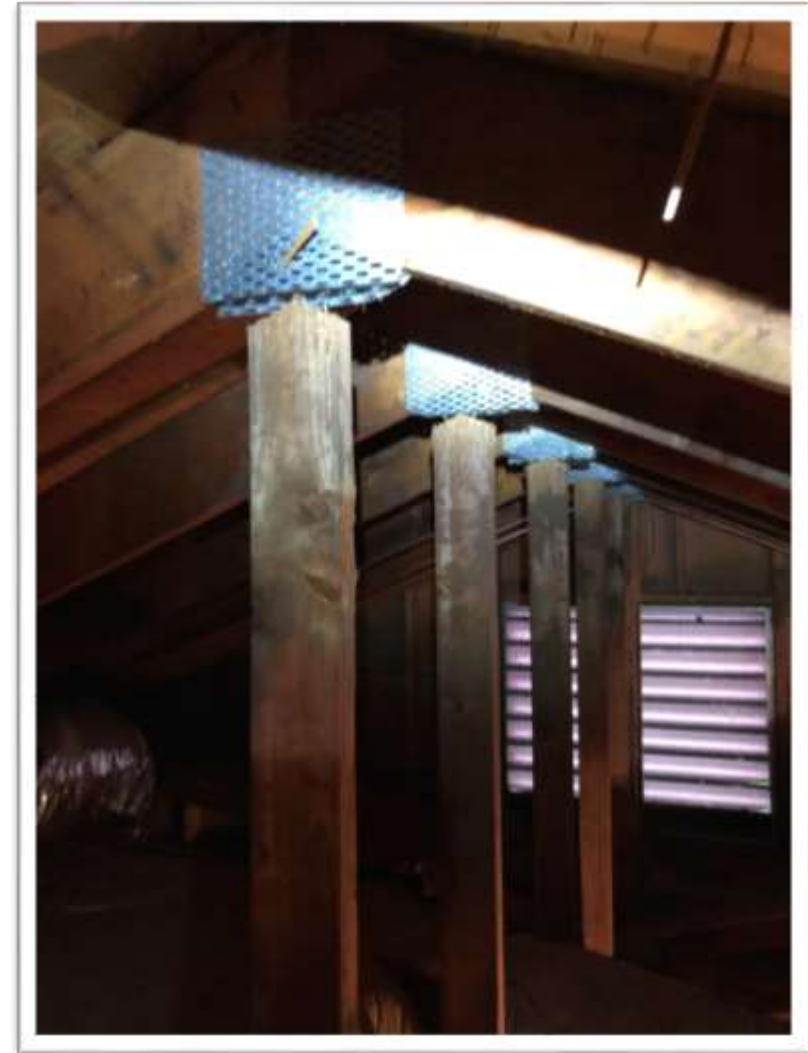


Item C.

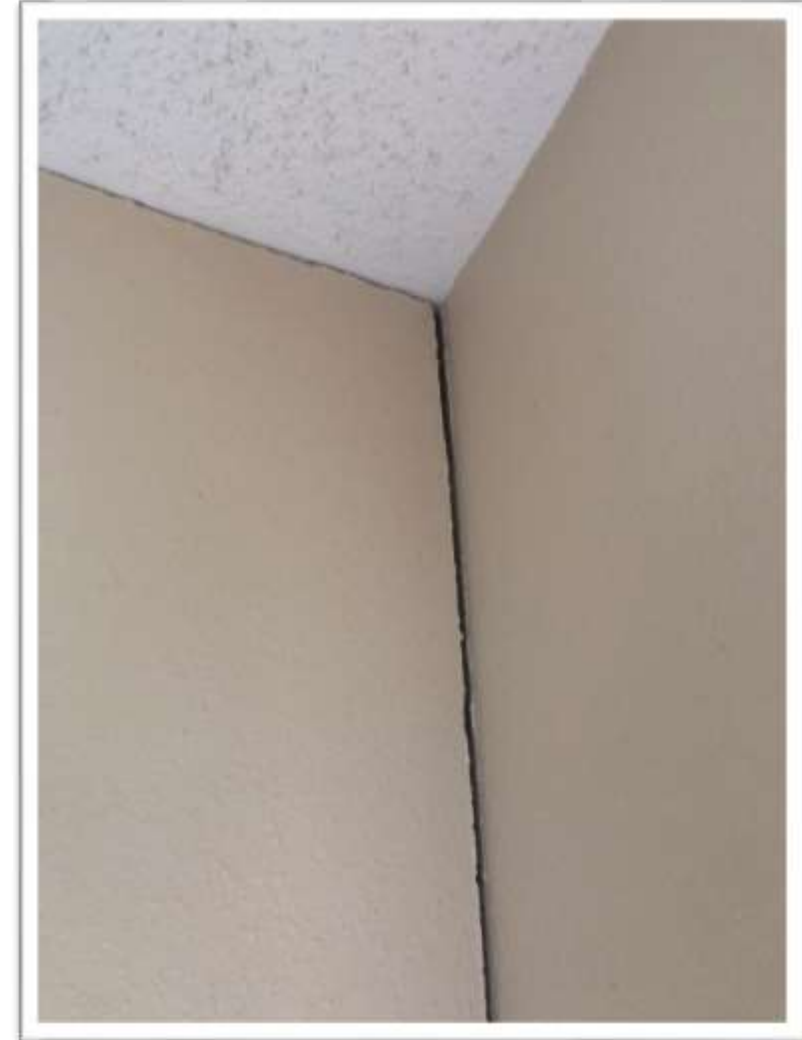
# KIVA BUILDING ARCHITECTURAL ASSESSMENT AND RECOMMENDATIONS



# STRUCTURAL FAILURES



# STRUCTURAL FAILURES



# REQUIREMENTS

Each of the rebuild options involves:

Removing and replacing 2/3 of the trusses

Removing and replacing the roof

Replacing the ceiling and lighting

Removing and replacing of the HVAC, Fire Protection, and AV systems

Refinishing all damaged walls and floors

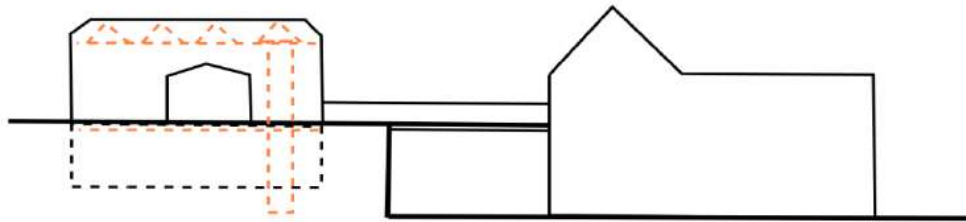
Make code compliant improvements for accessibility, fire, and electrical

Not included:

Programmatic improvements needed for the use of the space i.e. moving walls, improving fixtures, etc...

Furnishings and finishes

## Option 1 Minimum Full Use



New internal elevator

Renovating the first and second-floor restrooms

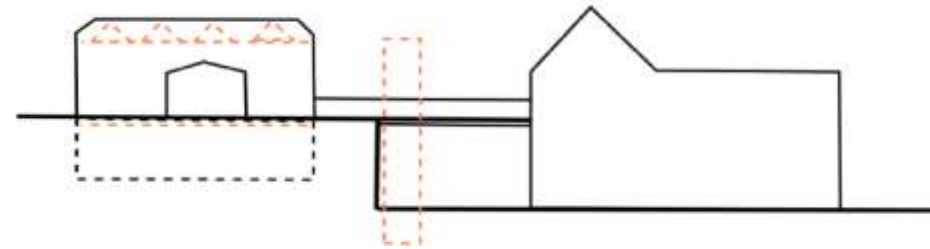
Parking area improvements

Improving internal staircase

New ADA-compliant emergency exit

Cost is \$ 3.4 million.

## Option 2 Minimum Full Use with Exterior Elevator



New external elevator between Kiva and Art Tech

Renovating the first and second-floor restrooms

Parking area improvements

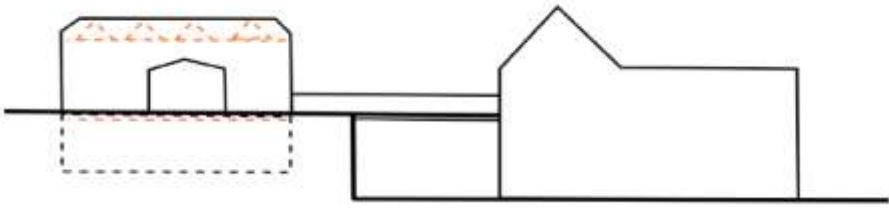
Improving internal staircase

New ADA-compliant emergency exit.

Cost is \$ 3.6 million.



### Option 3 Minimum Use & Limited Staff Basement



Renovating the first floor restrooms

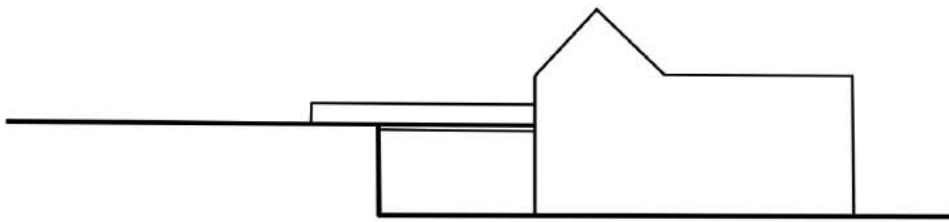
Improving internal staircase

New ADA-compliant emergency exit

The lower floor usage is for storage and is restricted to staff access only

Cost is \$ 2.5 million.

### Option 4 Demolition to Foundation



Demolition of the wood frame upper level

Selective preservation of the lower level foundation to support the existing bridge for ADA to Art Tech Building

Cost is \$ 620,000

# STAFF RECOMMENDATION

## Proceed with Option 4 Demolition

Current market conditions for a new similarly sized (~8,000 square foot), compliant, two-floor building is roughly \$3.9 million plus an additional 30% for design, permits, etc. for a total of approximately \$5 million.

Can leverage two other existing Facility projects for a more holistic approach to address Parks and Police needs for the entire block.

- CIP 8154 Police Station Renovation
- CIP 9176 Art Tech Programming Analysis

**CITY COUNCIL ROLLING SCHEDULE**  
**Board and Commission Meetings**  
**Items known as of 02/14/23**

Item 4.

**February**

Date	Day	Time	Event	Location
2/27	Monday	6:30 pm	DRB Panel B	Council Chambers

**March**

Date	Day	Time	Event	Location
3/2	Thursday	6:30 pm	DEI – Lecture Series	Wilsonville Hilton Garden Inn – Pearl Room
3/6	Monday	7:00 pm	City Council Meeting	Council Chambers
3/8	Wednesday	6:00 pm	Planning Commission	Council Chambers
3/8	Wednesday	6:00 pm	Kitakata Sister City Advisory Comm.	Parks & Rec Admin Bldg.
3/13	Monday	6:30 pm	DRB Panel A	Council Chambers
3/14	Tuesday	6:00 pm	Diversity, Equity and Inclusion Committee & Subcommittee	Council Chambers
3/15	Wednesday	5:00 pm	Arts, Culture and Heritage Comm.	City Hall
3/20	Monday	7:00 pm	City Council Meeting	Council Chambers
3/22	Wednesday	6:30 pm	Library Board	Library
3/27	Monday	6:30 pm	DRB Panel B	Council Chambers

**APRIL**

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

**February – All Month:**

Winter Reading Challenge  
 The Hunt for Cupid's Heart  
 Black History Month

- 2/24 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Play Group, 10:00 am, Wilsonville Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 2/25 Barre, 9:00 am, Wilsonville Community Center  
 Stein-Boozier Barn – Open House, 10:00 am
- 2/27 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Ridewise Travel Training Program, 10:30 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center  
 Bridge Group, 1:00 pm, Wilsonville Community Center  
 Body Sculpt, 5:45 pm, Wilsonville Community Center
- 2/28 Ukulele Jam, 9:00 am, Parks & Rec Admin Building  
 Quilters, 9:00 am, Tauchman House  
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library  
 Toddler & Baby Time, 10:30 am, Wilsonville Library  
 English Class, 10:30 am, Wilsonville Library  
 Toddler & Baby Time, 11:15 am, Wilsonville Library  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center

**MARCH - All Month:**

Winter Reading Challenge  
 Women's History Month

- 3/1 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Digital Photography Club, 10:00 am, Wilsonville Community Center  
 PROFILES (online), 11:00 am, Zoom  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center  
 Bingo, 1:00 pm, Wilsonville Community Center  
 Teen Drop-In Activities, Wilsonville Library
- 3/2 Virtual Reality Fitness, 10:00 am, Wilsonville Community Center  
 Family Storytime, 10:30 am, Wilsonville Library  
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Restorative Yoga, 7:15 pm, Wilsonville Library

- 3/3 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Play Group, 10:00 am, Wilsonville Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center  
 First Friday Films, 3:00 pm, Wilsonville Library
- 3/4 Barre, 9:00 am, Wilsonville Community Center
- 3/6 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center  
 Bridge Group, 1:00 pm, Wilsonville Community Center  
 Body Sculpt, 5:45 pm, Wilsonville Community Center
- 3/7 Chair Y.E.S! 8:30 am, Wilsonville Community Center  
 Ukulele Jam, 9:00 am, Parks & Rec Admin Building  
 Quilters, 9:00 am, Tauchman House  
 Zumba Gold, 9:40 am, Wilsonville Community Center  
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library  
 Toddler & Baby Time, 10:30 am, Wilsonville Library  
 English Class, 10:30 am, Wilsonville Library  
 Toddler & Baby Time, 11:15 am, Wilsonville Library  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Oil Painting, 5:30 pm, Parks & Rec Admin. Building  
 Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center
- 3/8 Holi (all day recognition – ancient Hindu tradition/festival)  
 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Digital Photography Club, 10:00 am, Wilsonville Community Center  
 Family Storytime, 10:30 am, Wilsonville Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 STEAM Stuff, 1:00 pm, Wilsonville Library  
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center  
 Teen Drop-In Activities, 3:00 pm, Wilsonville Library
- 3/9 Virtual Reality Fitness, 10:00 am, Wilsonville Community Center  
 Family Storytime, 10:30 am, Wilsonville Library  
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Restorative Yoga, 7:15 pm, Wilsonville Library
- 3/10 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Play Group, 10:00 am, Wilsonville Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 3/11 Soccer Shots, 9:00 am, Memorial Park  
 Barre, 9:00 am, Wilsonville Community Center  
 Oil Painting, 10:00 am, Parks & Rec Admin. Building  
 Book Notes Concert, 2:00 pm, Wilsonville Public Library

All dates and times are tentative; check the City's online calendar for schedule changes at [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us).

- 3/13 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center  
 Bridge Group, 1:00 pm, Wilsonville Community Center  
 Body Sculpt, 5:45 pm, Wilsonville Community Center
- 3/14 Chair Y.E.S! 8:30 am, Wilsonville Community Center  
 Ukulele Jam, 9:00 am, Parks & Rec Admin Building  
 Quilters, 9:00 am, Tauchman House  
 Zumba Gold, 9:40 am, Wilsonville Community Center  
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library  
 Toddler & Baby Time, 10:30 am, Wilsonville Library  
 English Class, 10:30 am, Wilsonville Library  
 Toddler & Baby Time, 11:15 am, Wilsonville Library  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center
- 3/15 Digital Photography Club, 10:00 am, Wilsonville Community Center  
 Family Storytime, 10:30 am, Wilsonville Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center  
 Bingo, 1:00 pm, Wilsonville Community Center  
 Teen Drop-In Activities, 3:00 pm, Wilsonville Library
- 3/16 Virtual Reality Fitness, 10:00 am, Wilsonville Community Center  
 Family Storytime, 10:30 am, Wilsonville Library  
 Walking Book Club, 1:00 pm, Wilsonville Library  
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Restorative Yoga, 7:15 pm, Wilsonville Library
- 3/17 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Play Group, 10:00 am, Wilsonville Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 3/18 Soccer Shots, 9:00 am, Memorial Park  
 Barre, 9:00 am, Wilsonville Community Center  
 Sounds of Japan, 10:00 am, Wilsonville Community Center  
 Stein-Boozier Barn – Open House, 1:00 pm
- 3/20 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center  
 Bridge Group, 1:00 pm, Wilsonville Community Center  
 Genealogy Club, 1:00 pm, Wilsonville Library  
 Body Sculpt, 5:45 pm, Wilsonville Community Center

- 3/21 Chair Y.E.S! 8:30 am, Wilsonville Community Center  
 Ukulele Jam, 9:00 am, Parks & Rec Admin Building  
 Quilters, 9:00 am, Tauchman House  
 Zumba Gold, 9:40 am, Wilsonville Community Center  
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library  
 Toddler & Baby Time, 10:30 am, Wilsonville Library  
 English Class, 10:30 am, Wilsonville Library  
 Toddler & Baby Time, 11:15 am, Wilsonville Library  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center
- 3/22 Ramadan (all day)  
 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Digital Photography Club, 10:00 am, Wilsonville Community Center  
 Family Storytime, 10:30 am, Wilsonville Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 STEAM Stuff, 1:00 pm, Wilsonville Library  
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center  
 Teen Drop-In Activities, 3:00 pm, Wilsonville Library
- 3/23 Virtual Reality Fitness, 10:00 am, Wilsonville Community Center  
 Family Storytime, 10:30 am, Wilsonville Library  
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Parenting the Love and Logic Way, 6:00 pm, Parks & Rec Admin. Building  
 Restorative Yoga, 7:15 pm, Wilsonville Library
- 3/24 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Play Group, 10:00 am, Wilsonville Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 3/25 Soccer Shots, 9:00 am, Memorial Park  
 Barre, 9:00 am, Wilsonville Community Center
- 3/27 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Chess Wizards Spring Break Camp, 9:00 am, Tauchman House  
 Bike Clinic / Learn-to-Ride, 9:00 am, Wood Middle School Gym  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center  
 Bridge Group, 1:00 pm, Wilsonville Community Center  
 Body Sculpt, 5:45 pm, Wilsonville Community Center

- 3/28 Chair Y.E.S! 8:30 am, Wilsonville Community Center  
 Chess Wizards Spring Break Camp, 9:00 am, Tauchman House  
 Bike Clinic / Learn-to-Ride, 9:00 am, Wood Middle School Gym  
 Ukulele Jam, 9:00 am, Parks & Rec Admin Building  
 Quilters, 9:00 am, Tauchman House  
 Zumba Gold, 9:40 am, Wilsonville Community Center  
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library  
 English Class, 10:30 am, Wilsonville Library  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center
- 3/29 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Chess Wizards Spring Break Camp, 9:00 am, Tauchman House  
 Bike Clinic / Learn-to-Ride, 9:00 am, Wood Middle School Gym  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Digital Photography Club, 10:00 am, Wilsonville Community Center  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center  
 Teen Drop-In Activities, 3:00 pm, Wilsonville Library
- 3/30 Chess Wizards Spring Break Camp, 9:00 am, Tauchman House  
 Bike Clinic / Learn-to-Ride, 9:00 am, Wood Middle School Gym  
 Virtual Reality Fitness, 10:00 am, Wilsonville Community Center  
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Parenting the Love and Logic Way, 6:00 pm, Parks & Rec Admin. Building  
 Restorative Yoga, 7:15 pm, Wilsonville Library
- 3/31 Cesar Chavez Day, All Day  
 International Transgender Day of Visibility, All Day  
 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Chess Wizards Spring Break Camp, 9:00 am, Tauchman House  
 Bike Clinic / Learn-to-Ride, 9:00 am, Wood Middle School Gym  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center





## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> February 23, 2023		<b>Subject: Resolution No. 3020</b> Authorizing the City Manager to Execute Guaranteed Maximum Price Amendment No. 1 to the Progressive Design-Build Agreement for the Boeckman Road Corridor Project with Tapani Sundt A Joint Venture – (CIP#s 2102, 4205, 4206, 4212, and 7067)  <b>Staff Member:</b> Andrew Barrett, P.E. Capital Projects Manager and Nancy Kraushaar, P.E., Project Engineer  <b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities: Goal 1.5. Implement existing transportation plans and advance planning efforts to improve our local transportation network.	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan Project UU-01	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

A City of Wilsonville resolution approving Amendment No. 1, Guaranteed Maximum Price 1 (GMP 1), to the Progressive Design-Build (PDB) Agreement with Tapani|Sundt, a Joint Venture for the temporary traffic signal construction (CIP #4212) and early procurement of sanitary sewer pipe and manholes (CIP #2102) for the Boeckman Road Corridor Project (BRCP) in the amount of \$570,935.90.

## EXECUTIVE SUMMARY:

At their June 6, 2022 meeting the City Council approved Resolution No. 2976 authorizing the Progressive Design Build agreement with Tapani|Sundt, a Joint Venture in association with KPFF (Design-Builder), for engineering design, environmental permitting, and right-of-way acquisition support services for the BRCP, with provisions to negotiate a Guaranteed Maximum Price (GMP) for individual construction packages. Each GMP requires authorization by City Council and Urban Renewal Agency through an amendment to the PDB agreement prior to proceeding with construction activities.

This is the first of four GMPs expected to complete the BRCP, which in its entirety consists of the following five adjacent and interconnected, high priority Capital Improvement Projects (CIP):

- Boeckman Road Sanitary Sewer – CIP #2102 – extends sanitary sewer service to the Frog Pond development areas.
- Boeckman Road Street Improvements – CIP #4205 – completes urban street design standards that will serve all transportation modes and connect neighborhoods and local schools.
- Canyon Creek/Boeckman Intersection – CIP #4206 – addresses intersection capacity needs at Canyon Creek Road.
- Boeckman Dip Bridge – CIP #4212 – improves city-wide transportation connectivity and improve safety and fish passage deficiencies associated with the Boeckman “Dip” and culverts at Boeckman Creek. A temporary traffic signal will be constructed at the Stafford Road/ 65<sup>th</sup> Street intersection in Clackamas County to reduce detour traffic impacts during bridge construction.
- Meridian Creek Culvert Replacement – CIP #7067 – replaces undersized culverts at Meridian Creek.



Given the complexities of the BRCP, the PDB project delivery approach offers several advantages over the more traditional Design-Bid-Build approach (such as collaboration between design and construction teams, schedule flexibility, cost efficiencies, reduced public impacts). For the BRCP, the GMPs represent one of the most significant advantages of the PDB approach by allowing phased construction and early material procurement; both of which will expedite the overall project duration.

The BRCP project team prepared GMP 1 to deliver timely progression of project elements and an efficient project schedule. GMP 1 includes the temporary traffic signal construction because it needs to be operational in advance of the bridge construction and the full road closure detour at Boeckman Creek. GMP 1 assures that the signal installation can proceed while the bridge design is still underway. GMP 1 also includes early procurement of sanitary sewer pipe materials in anticipation of their long lead times. The project schedule will benefit from having the materials on-site when sewer construction is authorized, which is expected in GMP 2.

GMP 1 was prepared in accordance with the PDB agreement. GMP 1 was negotiated between the Design-Builder, City staff, and the City's Owner's Representative (Consort Engineers) who provided an independent cost estimator to review all work items, quantities, and bid prices. The GMP 1 work is comprised of "self-perform" work to be completed by the Design-Builder; work to be provided by sub-contractors who were selected through a publicly advertised competitive bid process (for the signal procurement and installation, striping, and the sanitary sewer pipe); Engineer of Record construction services (KPFF); and an allowance to purchase sanitary sewer manholes so they can be pre-ordered. GMP 1 also includes other fees and costs in accordance with the PDB Agreement.

Aside from GMP 1, but to further document compliance with Oregon public contracting requirements and not encourage favoritism or diminish competition through the PDB process, the project team selected another contractor through a competitive goods and services procurement process in December 2022. The project team solicited quotes for assembling the traffic control cabinet (less than \$100,000) – another item with a long lead time. The project team wanted to make sure the control cabinet assembly was under contract with a delivery schedule that would have it ready for the traffic signal activation.

#### **EXPECTED RESULTS:**

GMP 1 allows the Design-Builder to perform certain work (temporary traffic signal) and procure materials (sewer pipe and manholes), both of which are recommended to most efficiently deliver the project and complete the BRCP by the end of 2024.

#### **TIMELINE:**

The current project schedule indicates that procurement of sewer pipe and temporary traffic signal materials will begin in March 2023; temporary signal and sewer construction will follow in the second quarter of 2023; and the overall BRCP will be completed by the end of 2024.

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

The amended budget for Fiscal Year (FY) 22/23 includes funding for owner's representative services, engineering design, right-of-way acquisition, construction, contract administration, and overhead for the BRCP. GMP 1 includes construction of the temporary traffic signal and procurement of sewer pipe and manhole materials, with a total not to exceed value of \$570,935.90. The source of project funds for the GMP 1 work include sewer System Development Charges (SDC), Frog Pond Infrastructure Fee, Urban Renewal Agency (URA), and Road Capital Improvement Program (CIP) as summarized below:

<b>CIP No.</b>	<b>Project Name</b>	<b>Funding Source</b>	<b>FY 22/23 Budget</b>	<b>GMP #1 Amount</b>
2102	Boeckman Rd Sanitary Improvements	Sewer SDC/ Frog Pond Fee	\$1,261,765.00	\$192,345.12
4212	Boeckman Dip Bridge	Year 2000 URA/ Road CIP	\$20,606,532.00	\$378,590.78
		<b>TOTAL</b>	<b>\$21,868,297.00</b>	<b>\$570,935.90</b>

The work associated with GMP #1 is within the authorized budgeted amount for the BRCP. This project is included in the City's five-year capital improvement plan and will carry into the next fiscal year.

#### **COMMUNITY INVOLVEMENT PROCESS:**

After public vetting and adoption into master plans, the Frog Pond Master Plan, and the Urban Renewal Year 2000 Plan amendment, the BRCP design began in early 2022. BRCP public outreach activities kicked off and have included frequent project updates to the community and opportunities to provide feedback on project priorities and concerns. Several public events have been held, including the 2022 Block Party, Popsicles in the Park, two open houses at Meridian Creek Middle School, and a project survey on Let's Talk, Wilsonville!

Ongoing outreach and public participation (specifically information about the full road closure while the bridge is constructed) is occurring through the project website, the monthly project e-newsletter, text alerts about travel conditions related to the project, Boones Ferry Messenger articles, and a project survey on Let's Talk Wilsonville. The project team continues to communicate with individual stakeholders.

Link to project website: <https://www.ci.wilsonville.or.us/engineering/page/boeckman-road-corridor-news-and-updates>

Link to news updates on the project:

<https://www.ci.wilsonville.or.us/engineering/page/boeckman-road-corridor-news-and-updates>

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

The BRCP includes roadway improvements necessary to provide safe and accessible transportation infrastructure, improving the City's local transportation network and benefitting the community. Upsizing and realigning the existing Meridian Creek culverts will alleviate potential flooding risks and property damage. The future roundabout at the Canyon Creek/Boeckman intersection will offer a safer, more efficient transportation connection along an important school access route and transition between office/industrial on the north and west to residential neighborhoods on the south and east. The future bridge will flatten the "dip", provide safer travel conditions for all users, and improve fish and wildlife habitat in the watershed. The sanitary sewer extension will serve the Frog Pond development areas.

#### **ALTERNATIVES:**

Resolution No. 3020 is recommended at this time to allow an efficient progression of the BRCP construction and complete the project by December 2024. If GMP 1 is not approved at this time, Council could either delay the approval, include it in future GMPs or decide to depart from the PDB delivery approach and publicly bid the items in GMP 1. For all of these alternatives: 1) the bridge construction schedule will be impeded if the temporary traffic signal construction is not approved at this time; and 2) the sewer construction schedule will be prolonged due to expected long lead times for sewer pipe and manholes. Such schedule delays will extend the overall BRCP project construction timeline well in to 2025.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3020
  - A. Guaranteed Maximum Price Amendment to the Progressive Design-Build Contract for the Temporary Signal & Early Sewer Material Subproject(s) of the Boeckman Road Corridor Project

**RESOLUTION NO. 3020****A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE GUARANTEED MAXIMUM PRICE AMENDMENT NO. 1 TO THE PROGRESSIVE DESIGN-BUILD AGREEMENT FOR THE BOECKMAN ROAD CORRIDOR PROJECT WITH TAPANI|SUNDT A JOINT VENTURE**

WHEREAS, the City has planned and budgeted for the completion of Capital Improvement Projects #2102, 4205, 4206, 4212, and 7067, known as the Boeckman Road Corridor project (the Project); and

WHEREAS, the City Council approved Resolution No. 2916 on August 2, 2021 authorizing the use of a Progressive Design Build (PDB) contracting method for design and construction of the BRCP; and

WHEREAS, the City Council approved Resolution No. 2976 on June 6, 2022 authorizing the Progressive Design Build Agreement (“Agreement”) for design-build services with Tapani|Sundt A Joint Venture;

WHEREAS, the City’s processes for approving progressive design build contracting and selecting Tapani|Sundt A Joint Venture are compliant with ORS 279C.335 and OAR 137-049-0670 and related Oregon public contracting laws and regulations; and

WHEREAS, the Agreement includes provisions to negotiate a Guaranteed Maximum Price (GMP) for individual construction packages; and

WHEREAS, each GMP requires authorization by City Council and Urban Renewal Agency through an amendment to the PDB agreement prior to proceeding with construction activities;

WHEREAS, GMP 1 has been prepared and negotiated in accordance with the Agreement in the amount of \$570,935.90.

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

Section 1. The Wilsonville City Council finds that GMP 1 has been prepared and negotiated in accordance with the Progressive Design Build Agreement for the BRCP.

Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, Guaranteed Maximum Price Amendment No. 1 to the Progressive Design Build Agreement with Tapani|Sundt A Joint

Venture for a not-to-exceed amount of \$570,935.90, which is substantially similar to **Exhibit A** attached hereto.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 23<sup>rd</sup> day of February, 2023, and filed with the Wilsonville City Recorder this date.

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JULIE FITZGERALD, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

- A. Guaranteed Maximum Price Amendment to the Progressive Design-Build Contract for the Temporary Signal & Early Sewer Material Subproject(s) of the Boeckman Road Corridor Project

**GUARANTEED MAXIMUM PRICE AMENDMENT TO THE  
PROGRESSIVE DESIGN-BUILD CONTRACT  
FOR THE TEMPORARY SIGNAL & EARLY SEWER MATERIAL  
SUBPROJECT(S) OF THE BOECKMAN ROAD CORRIDOR PROJECT**

Agreement # 220780  
Amendment No.1, GMP 1  
Project Number: CIP #4212, 4206, 4205, 2102, 7067

This Amendment to the Progressive Design-Build Contract ("Agreement") is entered into effective \_\_\_\_\_ between the City of Wilsonville, Oregon ("City") and Tapani/Sundt, A Joint Venture ("Design-Builder") and amends the Progressive Design-Build Contract Boeckman Road Corridor Project between City and Design-Builder dated 6/15/2022.

The Agreement is revised as follows:

1. **Project Scope.** Design-Builder shall construct the Temporary Signal at 65<sup>th</sup> Ave. and Stafford Road ("GMP Work"). The GMP Work is described in more detail in the attached Exhibit A – Scope of Work: Design-Builder is required to furnish all materials, labor, water, tools, power, equipment, transportation and other work needed to construct the GMP Work.
2. **Contract Documents.** This Amendment consists of the main text of this Amendment and the following exhibits:
  - a. Exhibit A – Scope of Work
    - i A.1 – Construction Services Scope of Work
    - ii A.2 – Engineering Services During Construction Scope of Work
  - b. Exhibit B – GMP Supporting Documents
    - i B.1 - Schedule of Values
    - ii B.2 - Engineer's Fee
    - iii B.3 – Assumptions and Clarifications
    - iv B.4 – Equipment Rates
    - v B.5 – Labor Rates
    - vi B.6 – Construction Schedule
    - vii B.7 – Permitting Strategy Plan
    - viii B.8 – Right of Way Acquisition Plan
  - c. Exhibit C – Construction Proposal Documents
    - i C.1 - Key Personnel
    - ii C.2 – Construction Document Index
    - iii C.3 – Procurement Plan
    - iv C.4 – Procurement Method
    - v C.5 – Subcontractor and Suppliers
    - vi C.6 – Selected Subcontractors and Suppliers
3. **GMP.** The parties agree that the Guaranteed Maximum Price ("GMP") for the Project is \$570,935.90, consisting of the Estimated Cost of the Work, Contingencies, and Allowances, summarized as follows:.



Estimated Cost of Work	\$380,353.74
Design-Builder's Contingency	\$35,992.80
Contractor Fee (Design-Builder's Percentage Fee)	\$54,125.05
Engineering Services for Construction	\$31,669.98
Owner Directed Allowances	\$68,794.33

<b>GMP Total (Total of Above)</b>	<b>\$570,935.90</b>
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- 4. Basis of GMP.** The GMP is based on the GMP Supporting Documents included as Exhibit B, including the contingencies, allowances, assumptions, exclusions, unit prices, and schedule designated in those documents. The GMP Supporting Documents are based on the Preliminary Engineering and any Construction Documents approved by the City. The Design-Build Documents remain in full force and effect; this Basis of GMP supplements design document requirements but does not replace them.

- 4.1 GMP Encompasses Further Design Development.** Design-Builder represents that the Drawings and Specifications upon which the Guaranteed Maximum Price is based are approximately 90% complete and that the Drawings and Specifications will require further development from Design-Builder's design team. In deriving the Guaranteed Maximum Price stated herein, Design-Builder has already anticipated and provided for this further design development and has included in the Guaranteed Maximum Price all costs expected or which reasonably could be expected for further design development, engineering and consultant services and reports, the creation and finalization of construction documents and issued-for-construction drawings, all design-team contract administration services and site visits, and all construction labor, materials, equipment, general conditions, fee and all other costs necessary, incidental or inferable from the documents, physical access to the site, and information available to date in order to design and build the Project consistent with the Owner's Project Criteria, the scope description, the Drawings and Specifications, and all other design and Owner-supplied information to date. The Guaranteed Maximum Price does not include significant changes in Project scope, systems, kinds and quality of materials, finishes or equipment after the date hereof, all of which, if required, shall be incorporated by Change Order or Construction Change Directive. By executing the Contract and upon execution of each Amendment to the Contract, the Design-Builder is deemed to have included in the Guaranteed Maximum Price sufficient amounts to cover all of its obligations under or arising from the Contract, at law, and otherwise, and to have allowed the necessary resources to enable Design-Builder to achieve Substantial Completion by the Scheduled Substantial Completion Date.

- 5. Substantial Completion Date.** Notwithstanding any provision in the GMP Supporting Documents to the contrary, the required date for Substantial Completion of the GMP Work is 9/29/2023.
- 6. Compensation.** Article 7, Compensation, is amended by adding the following:
- a. City shall pay Design-Builder for GMP Work according to the schedules and unit prices stated in Exhibit B, including the Design-Builder's Percentage Fee as set forth in this Amendment and Article 7 of the Agreement.
  - b. Design-Builder shall invoice the City monthly for work performed, based on an estimate of the amount of work completed and the value of the completed Work. Invoices shall be directed to the City of Wilsonville Project Manager. If an invoice is delivered on a non-business day, the invoice shall be considered received on the next day the City Finance Department is open for business. City shall make a progress payment equal to the value of the completed Work, less amounts previously paid, less retainage of 5 percent within 30 days of receipt of the invoice.
  - c. City shall inspect the Project within 15 days of receipt of written notice from Design-Builder that the Work is ready for final inspection and acceptance. The City shall either accept or reject the work in writing. A rejection must state the reasons for the rejection and list the Work that must be done before the Project can be accepted. If a rejection is issued, Design-Builder shall complete all Work needed to be done and request another inspection. The process shall be continued until the City determines that the Project is complete and accepted. Within 30 days after written acceptance by the City and receipt of the Warranty Bond required by Section 8.c of this GMP Amendment and Section 5.1.b of the General Conditions, all remaining amounts, including the retainage, shall be paid to Contractor, provided that Design-Builder shall submit evidence satisfactory to the City that all payrolls, material bills, and other indebtedness connected with the Work have been paid; except that in case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment, a Surety Bond satisfactory to City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by Surety Bond. If City fails to pay within 30 days of acceptance and receipt of the Bond, City shall pay interest at the rate as specified in ORS 279C.515 on any unpaid amounts.
- 7. Prevailing Wage**
- a. Design-Builder shall comply with all provisions required by ORS 279C.800 through ORS 279C.870 relating to the payment of prevailing wage rates for work performed.

- b. Design-Builder shall pay to workers in each trade or occupation the current, applicable State prevailing rate of wage as established by the Oregon State Bureau of Labor and Industries ("BOLI") <http://www.boli.state.or.us/BOLI>.

Design-Builder and any Subcontractors shall post the prevailing wage rates and fringe benefits as required by ORS 279C.840.

- c. Design-Builder shall prepare weekly certified payroll reports and statements and submit them to the City by the fifth business day of each month (ORS 279C.845). Reports shall be submitted to the City Project Manager, on a form prescribed by the Commissioner of the Bureau of Labor, certifying: (a) the hourly rate of wage paid each worker whom the contractor or the Subcontractor has employed upon the public works; and (b) that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract. If the Design-Builder has not filed the certified statements as required under this contract, the City of Wilsonville shall retain 25 percent of any amount earned by the Design-Builder until the Design-Builder has complied. The City of Wilsonville shall pay the Design-Builder the amount retained under this subsection within 14 days after the Design-Builder has filed the certified statements with the City.
- d. Contractor shall allow BOLI to enter the office or business establishment of Contractor at any reasonable time to determine whether the prevailing rate of wage is actually being paid and shall make payment records available to BOLI on request. Contractor shall require subcontractors to provide the same right of entry and inspection.
- e. City shall not make final payment unless the prevailing wage rate certifications are received.
- f. Design-Builder must comply with all laws and regulations relating to prevailing wages, whether or not set out in this contract. Further information regarding prevailing wages is available by contacting BOLI at (971) 6730839 or on-line at the BOLI web site: <http://www.boli.state.or.us/BOLI/WHI/PWR/index.shtml>.
- g. Prevailing Wage publications applicable to this contract are the Prevailing Wage Rates for Public Works Contracts in Oregon effective **January 5, 2023**, the Prevailing Wage Rate Amendments effective **January 11, 2023**, and the **October 1, 2022** PWR Apprenticeship Rates.

## 8. Insurance and Bonds.

- a. Design-Builder shall provide a separate Performance Bond and a separate Payment Bond in the form provided by the City. Each bond shall be equal to 100 percent of the GMP, or if either bond is issued to replace the bond previously issued under the Contract, equal to the total amount of the Progressive Design-Build Contract including the GMP Amendment. The Performance Bond and the Payment Bond must be signed by the Surety's Attorney-in-Fact, and the Surety's seal must be affixed to each bond. Bonds shall not be canceled without the City of Wilsonville's consent, nor shall the City release them prior to Contract completion. Bonds must be originals. Faxed or photocopied Bond Forms shall not be accepted.
- b. Builder's Risk or Installation Floater. The Design-Builder shall obtain and maintain for the benefit of the parties an all risk builder's risk or installation floater policy insuring 100 percent of the Cost of the Work. Such insurance shall include testing, and shall allow utilization of part of the equipment prior to Substantial Completion of all the GMP Work. Coverage shall continue until Substantial Completion of the GMP Work. The City and all Subcontractors shall be additional named insureds, as their interests may appear. The City shall be given not less than 30 days' written notice prior to cancellation, nonrenewal, or material change in the policy. One copy of the policy and a certificate of insurance shall be delivered to the City before commencing GMP Work and shall be subject to approval by the City. The City may defer delivery of the copy of the policy, but such deferral shall not be a waiver of the City's right to a copy of the policy. In the event the Design-Builder fails to maintain insurance required under this subsection 5.14, the City, at its sole option, may arrange for such coverage, and any administrative costs and premium incurred shall be reimbursed by the Design-Builder.
- c. Design-Builder shall provide a Warranty Bond in the amount of the GMP to cover the warranty period after acceptance. The City's acceptance of the work shall not take effect until receipt of the warranty bond.

9. **Liquidated Damages.** Design-Builder recognizes that the City shall incur significant internal and external costs (damages) as a result of any delay by the Contractor completing all GMP Work within the specified Contract time. However, given the nature of the GMP Work, it is unduly burdensome and difficult to demonstrate the exact dollar value of damages related to delay. The City has made a good faith and reasonable estimate of damages it would suffer from loss of use due to delay in completion. Contractor agrees to pay to City, not as a penalty but as liquidated damages for loss of use, an amount calculated based on Section 00180.85 in the Oregon Standard Specifications

for Construction 2018, for each calendar day of delay in completion of the Work.

The City of Wilsonville is authorized to deduct the amount of the liquidated damages from any amounts due and the Contractor and its Surety shall be liable for any excess. See Section 00180.85 of the City of Wilsonville Special Conditions to the General Conditions.

If the Contract is terminated according to the General Conditions and if the Work has not been completed by other means on or before the expiration of Contract Time or adjusted Contract Time, liquidated damages shall be assessed against the Contractor for the duration of time reasonably required to complete the work.

The parties further agree that the liquidated damages required by this Contract are compensation to the City only for the harm the City sustains from late completion for loss of use. They are not compensation for additional effort required by the City because the Work has been extended over a longer period, or for other harm the City may sustain from the Design-Builder's other breaches of this Contract. The City may withhold liquidated damages from progress payments, or may withhold the full amount of accrued liquidated damages from final payment. Nothing in this Contract shall be interpreted to prevent the City from seeking other damages or recovery in addition to the liquidated damages specified in this section.

10. **Other Damages.** The City may recover from the Design-Builder, withhold from payments under this Contract, or both, actual costs incurred by the City due to the extra effort necessitated because the Work is extended over a longer period of time, such as the actual costs of additional engineering and inspections by the City or extended third party services. This right to actual damages shall apply to both late Substantial Completion and late Final Acceptance.
11. **Termination for Convenience.** In the event of a termination of this GMP Amendment for convenience, the Design-Builder will not be entitled to overhead or profit on the unperformed Work, and will not be entitled to payments in excess of (1) the Cost of the Work incurred by the Design-Builder to the date of termination, (2) the prorated portion of the Design-Builder's Percentage Fee based on the ratio of (a) the Cost of the Work incurred by the Design-Builder to the date of termination divided by (b) the Guaranteed Maximum Price less the Design-Builder's Percentage Fee, (3) fair compensation, either by purchase or rental at the election of the City, for any equipment owned by the Design-Builder which the City elects to retain and which is not otherwise included in the Cost of the Work under subitem (1), and (4) fair compensation for the Design-Builder's demobilization costs and other costs directly incurred relating to the termination which are not otherwise included in the Cost of the Work under subitem (1); provided, however, that

the total amount of such payment shall be subject to the Guaranteed Maximum Price.

In all other respects the Contract shall remain in full force and effect.

Approved and authorized for signature by City Council on February 23, 2023.

This Amendment may be executed in two originals, with one original to be delivered to each party.

***THE PARTIES SIGNING BELOW WARRANT, REPRESENT AND AGREE THAT THEY HAVE THE AUTHORITY TO SIGN THIS AGREEMENT AND AGREE TO ALL TERMS:***

**City of Wilsonville, Oregon**

**Design-Builder**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Bryan Cosgrove

TITLE: City Manager

TITLE:

DATE:

DATE:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_

City Attorney

## **Exhibit A.1**

### **Scope of Work – GMP 1 Construction Services**

City of Wilsonville - Boeckman Road Corridor Project

Temporary Signal at 65<sup>th</sup> Ave. and Stafford Road

**Description:**

The Project scope of work for this construction proposal is to provide Engineer of Record construction services (see KPFF Scope of Work further defined in Exhibit A.2) and the material, labor, and equipment needed to construct the Work. Work is defined in this construction proposal as the traffic control, erosion control, grading, paving, signing, striping, and installation of the temporary signal at 65<sup>th</sup> Ave. & Stafford road. GMP 1 also includes early procurement of 18" PVC sewer pipe required and an owner directed allowance to procure Sanitary Sewer Manholes for proposed GMP 2.

**Location:**

The intersection of 65<sup>th</sup> Ave. & Stafford Road

**Purpose of Project:**

Installation of a temporary signal to be utilized for detouring traffic while Boeckman Road is under a full road closure.

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## Exhibit A.2

### SCOPE OF SERVICES – GMP 1 Construction Engineering Support Services

City of Wilsonville - Boeckman Road Corridor Project

Temporary Signal at 65<sup>th</sup> Ave. and Stafford Road

#### A. PROJECT UNDERSTANDING

The following scope of work covers civil and traffic engineering construction support services necessary for the installation of a temporary signal and associated infrastructure defined in the plans and specifications for the projects GMP 1 package.

#### B. TASK BREAKDOWN

##### **TASK 16 CONSTRUCTION ENGINEERING SUPPORT SERVICES – GMP 1**

##### **16.1 Project Management, Administration and Coordination**

Project management and administration resulting from the duration of the contract throughout the construction phase. This assumes we will take part in six (6), one-hour conference calls or virtual meetings throughout the duration of the construction phase.

##### **16.2 Civil Engineering**

KPFF will provide the following construction engineering support services under this contract amendment:

- Attend pre-construction conference.
- Provide up to 2 site visits during construction. We assume that KPFF will be notified of the construction schedule and progress to establish site visit dates. The site visits will be made at intervals appropriate to the stages of construction.
- Provide interpretations and/or clarifications of the civil portions of the work.
- Assist in determining if non-conforming civil work shall be rejected.
- Review specified shop drawings or product submittals for the civil portions of the work.
- Assist in preparing change orders relating to the civil work.
- Provide “Record” plans for the civil portion of the work based on 1 clean, red-lined, full-size set of drawings provided by the Contractor.



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### 16.3 Traffic Engineering

DKS will provide the following construction engineering support services under this contract amendment:

#### 16.3.1 Shop Drawing and Material Submittal Review

Consultant shall review construction shop drawings and working drawings submitted by the Construction Contractor for general conformity to the contract documents. Submittals shall consist of the following:

- Blue or Green Sheet Submittals for electrical equipment and materials
- Signing and Pavement Marking Submittals
- Traffic Signal Submittals
- Others as required by construction contract specifications

#### 16.3.2 Consultation During Construction

Consultant shall provide consultation and technical services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses for up to five (5) Requests for Information (RFI's), Design Clarifications, and/or Contractor questions. The design consultation will occur only as required and may be ongoing throughout the Project. Each response is assumed to be no more than two (2) hours of effort. One on-site meeting with the contractor and utility/CBX communications is assumed to coordinate utility/fiber issues that may arise.

#### 16.3.3 On-site Engineering Observation

Consultant shall provide additional on-site engineering staff to supplement the City/County Inspector for the purpose of observing specific construction activities as requested. Scheduling for on-site observation/inspection will be coordinated with the Project Manager if requested. Up to four (4) site visits by one (1) Consultant staff are included as part of this task.

#### 16.3.4 Design Modifications

Consultant shall prepare and submit engineering design revisions or additional design, as required or necessitated by unanticipated conditions encountered during construction. Consultant shall submit design revisions in the form of calculations, plans, specifications, and estimates as directed by the Project Manager. Consultant shall provide additional design services up to the level of effort included in the budget for this task, as directed. Additional services include utility coordination, illumination revisions, and pavement marking revisions. This task is limited to sixteen staff hours.

### **C. ASSUMPTIONS & CLARIFICATIONS**

- All permit fees and agency charges will be paid by others. See Exhibit B.3 and B.7
- KPFF or subconsultants will not be providing construction surveying services. See Exhibit B.3

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- KPFF or subconsultants will not be providing necessary testing and inspections during construction. See Exhibit B.3
- A post construction survey of as-built conditions is not included in this proposal.

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### Exhibit B.1

### GMP 1 - Schedule of Values

1/27/2022

BidItem	Bid Description	Bid Quantity	Units	Unit Price	Bid Total
300	PROJECT QUALITY CONTROL	1.000	LS	\$ 500.00	\$ 500.00
400	MOBILIZATION	1.000	LS	\$ 19,206.48	\$ 19,206.48
500	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.000	LS	\$ 22,962.10	\$ 22,962.10
2200	PORTABLE CHANGEABLE MESSAGE SIGNS	5.000	EA	\$ 2,864.69	\$ 14,323.47
2300	FLAGGERS	480.000	HR	\$ 66.64	\$ 31,986.34
2800	EROSION CONTROL	1.000	LS	\$ 2,953.41	\$ 2,953.41
5000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.000	LS	\$ 1,069.56	\$ 1,069.56
5500	CLEAR & GRUB	1.000	LS	\$ 3,209.53	\$ 3,209.53
5600	GENERAL EXCAVATION	6.000	CY	\$ 424.59	\$ 2,547.52
6100	8 INCH SANITARY SEWER PIPE, (PURCHASE ONLY)	28.000	LF	\$ 11.19	\$ 313.32
6500	10 INCH SANITARY SEWER PIPE, (PURCHASE ONLY)	28.000	LF	\$ 17.39	\$ 486.92
7000	18 INCH SANITARY SEWER PIPE, (PURCHASE ONLY)	2,340.000	LF	\$ 46.99	\$ 109,956.60
8000	AGGREGATE BASE 10" THICK	31.000	SY	\$ 91.14	\$ 2,825.31
8100	2" AC APPROACH	1.000	EA	\$ 3,438.11	\$ 3,438.11
9000	TRANSVERSE RUMBLE STRIPS	12.000	EA	\$ 228.58	\$ 2,742.97
9100	PAVEMENT BAR, TYPE A	51.000	SF	\$ 22.35	\$ 1,139.86
9300	PERF STEEL SQUARE TUBE SLIP BASE SIGN SUPRT (6 EA)	1.000	LS	\$ 3,300.28	\$ 3,300.28
9400	SIGNS, STANDARD SHEETING, SHEET ALUMINUM (10 EA)	75.000	SF	\$ 31.50	\$ 2,362.43
9500	TRAFFIC SIGNAL INSTALLATION (INSTALL TEMP SIGNALS)	1.000	LS	\$ 125,186.44	\$ 125,186.44
100000	GENERAL CONDITIONS	1.000	LS	\$ 29,843.09	\$ 29,843.09
	<b>COST OF WORK SUBTOTAL</b>				<b>\$ 380,353.74</b>
100700	COST OF WORK CONTINGENCY *DB fee will apply	1	LS	\$ 35,992.80	\$ 35,992.80
100750	DESIGN BUILDER CONTINGENCY *DB fee will not apply	1	LS	\$ 0.00	\$ 0.00
	<b>CONTINGENCY SUBTOTAL</b>				<b>\$ 35,992.80</b>
	<b>COST OF WORK &amp; CONTINGENCY SUBTOTAL (FEE APPLIED ITEMS)</b>				<b>\$ 416,346.54</b>
100760	DESIGN BUILDER FEE	13.000	%	\$ 54,125.05	\$ 54,125.05
100780	KPFF - ENGINEERING SERVICES FOR CONSTRUCTION	1.000	NTE	\$ 31,669.98	\$ 31,669.98
100900	ALLOWANCE (FINAL DESIGN SCOPE GROWTH) *includes DB fee	1.000	LS	\$ 11,300.00	\$ 11,300.00
101100	ALLOWANCE (SEWER MH STRUCTURES) *includes DB fee	1.000	LS	\$ 54,240.00	\$ 54,240.00
101200	ALLOWANCE (OWNER)	1.000	LS	\$ 0.00	\$ 0.00
101300	ALLOWANCE (OR CAT TAX - .57% of Grand Total) *Does not include DB Fee	0.57	%	\$ 3,254.33	\$ 3,254.33
	<b>SUBTOTAL</b>				<b>\$ 154,589.36</b>
	<b>GMP #1 - GRAND TOTAL</b>				<b>\$ 570,935.90</b>

## EXHIBIT B.2 - ENGINEER'S FEE

Item 10.

City of Wilsonville - Boeckman Road Corridor Progressive Design Build

1/10/2023

Sundt/Tapani Joint Venture

In Association with KPFF

GMP 1 Construction Engineering Support Services

Non-Contingency Tasks

Labor & Expenses by Firm			
TSJV	KPFF Civil	DKS	Subtotal

TASK 16 - CONSTRUCTION ENGINEERING SUPPORT SERVICES – GMP 1	\$ -	\$ 12,518.44	\$ 19,151.54	\$ 31,669.98
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Non-Contingency Totals :	\$ -	\$ 12,518.44	\$ 19,151.54	\$ 31,669.98
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# EXHIBIT B.2 - ENGINEER'S FEE

Item 10.

## BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE

Work Item	KPFF CIVIL						Hours	Labor  Cost	Expenses	Subtotals
	\$283.22  Civil Principal	\$232.24  Senior Civil PM	\$186.93  Project Engineer Roadway	\$164.27  Design Engineer/ Designer	\$147.27  Draftsperson / Technician - Civil	\$124.62  Project Administrator - Civil				
TASK 16 - CONSTRUCTION ENGINEERING SUPPORT SERVICES – GMP 1										
16.1 - Project Management, Administration and Coord.	6	8				12	26	\$ 5,052.68		
							0	\$ -	\$ -	
16.2 - Civil Engineering							0	\$ -	\$ -	
Attend Precon Meetng		\$ 2.00	\$ 2.00				4	\$ 838.34	\$ -	
Up to (2) Site visits							0	\$ -	\$ -	
RFI Responses		\$ 4.00	\$ 8.00		\$ 2.00		14	\$ 2,718.94	\$ -	
Submittal Reviews		\$ 2.00	\$ 4.00	\$ 4.00		\$ 2.00	12	\$ 2,118.52	\$ -	
Record Drawings		\$ 2.00	\$ 2.00	\$ 4.00	\$ 2.00		10	\$ 1,789.96		
							0	\$ -	\$ -	
16.3 - Traffic Engineering							0	\$ -	\$ -	
Subtotal:	6	\$ 18.00	\$ 16.00	\$ 8.00	\$ 4.00	\$ 14.00	66	\$ 12,518.44	\$ -	\$ 12,518.44
Non-Contingency Totals:	6	18	16	8	4	14	66	\$ 12,518.44	\$ -	\$ 12,518.44

## EXHIBIT B.2 - ENGINEER'S FEE

Item 10.

**BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE**

Work Item	DKS						Hours	Labor Cost	Expenses	Subtotals
	\$288.88 Principal (Grade 41)	\$215.25 Project Manager	\$192.59 Senior Design Engineer (Grade 24)	\$175.60 Designer (Grade 21)	\$124.62 Drafter (Grade 12)	\$107.62 Admin (Tech M)				

**TASK 16 - CONSTRUCTION ENGINEERING SUPPORT SERVICES – GMP 1**

16.1 Project Management, Administration and Coordination	1	\$ 6.00				\$ 12.00	19	\$ 2,871.82	\$ -	
							0	\$ -	\$ -	
16.3 Traffic Engineering							0	\$ -	\$ -	
16.3.1 - Shop Drawing and Material Submittal Review	1	\$ 4.00		\$ 16.00			21	\$ 3,959.48	\$ -	
16.3.2 - Consultation During Construction	2	\$ 4.00		\$ 16.00			22	\$ 4,248.36	\$ -	
16.3.3 - On-site Engineering Observation	2	\$ 8.00		\$ 16.00		\$ 2.00	28	\$ 5,324.60	\$ -	
16.3.4 - Design Modifications	1	\$ 2.00		\$ 8.00	\$ 5.00		16	\$ 2,747.28	\$ -	
<b>Subtotal:</b>	7	\$ 24.00	\$ -	\$ 56.00	\$ 5.00	\$ 14.00	106	\$ 19,151.54	\$ -	\$ 19,151.54

<b>Non-Contingency Totals:</b>	7	24	0	56	5	14	106	\$ 19,151.54	\$ -	\$ 19,151.54
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**Boeckman Road Corridor Project  
Exhibit B.3 – GMP 1 Assumptions & Clarifications****GMP #1 – 90% Temporary Signal  
65<sup>th</sup> Ave. & Stafford Road****Assumptions and Clarifications**

These Assumptions and Clarifications form the basis of the Tapani|Sundt, a Joint Venture, TSJV, 90% GMP 1 pricing of the BRCP Temporary Signal scope. In the event that there is a conflict between these Assumptions and Clarifications and any other Contract documents, primacy and precedence is given to these Assumptions and Clarifications.

1. No costs or schedule delays are included due to third party utility relocations.
2. If changes in the law effect the contract work, a change of conditions will prompt a “Change Order”.
3. No property restoration has been included.
4. Work hours assumed to be 40 hours per week, single shift.
5. Excludes removal & replacement of hazardous materials unless shown in the contract drawings and specifications.
6. No “Buy American” or “Buy America” Clauses have been established in the contract documents associated with this GMP.
7. No impacts from planned or future adjacent projects.
8. Includes Contractor Quality Control
9. Excludes Quality Assurance
10. Assumes Erosion Control installation consistent with limits & BMPs identified by 90% sheets FB02 & FB03.
11. Includes purchase of Sanitary Sewer Pipe only, (18” PS46 F679, 10” PVC SDR 35, 8” PVC SDR 35). No fittings, cleanouts, tracer wire, manhole adapters, or other components other than pipe are included in GMP 1 pricing.
12. Additional quantity of Sanitary Sewer Pipe, Fittings, and components may be required to be included in GMP #2.
13. The City of Wilsonville will pay all fees of required permits, except fees associated with electrical trade permits.
14. Assumes all lane closure must occur between the hours of 7pm – 5am
15. Excludes Survey, Survey to be included in GMP #2
16. Excludes removal of the temporary signal
17. Controller Cabinet and Radar interface devices to be furnished by the City of Wilsonville no later than August 25<sup>th</sup>, 2023. Coordination with supplier by TSJV included.
18. County fiber to be installed by a third party, CBX. Coordination with CBX included.

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19. General Conditions includes one superintendent to manage the work, chemical toilets, dumpsters, street sweeping, and final cleaning. No additional administrative staff (Project Manager, Engineers, Safety Manager, Project Administrator, etc.) are included. It is assumed that GMP #1 scope will occur concurrently with other GMPs, and additional costs will be covered by subsequent GMPs.
20. No cost for field office, field office utilities, security and laydown yard included in GMP #1. Assumption is that GMP #1 scope will occur concurrently with other GMPs, and these general conditions costs will be covered by subsequent GMPs.
21. Total Contingency (Cost of Work and Design Builder) amount was developed with specific identified risks. However, the contingency can be utilized by Design Builder for other items as stipulated in Design Build Agreement section 9.D. The Design Builder Fee will be applied to the Cost of Work Contingency for items stipulated in section 9.D(a). The Design Builder Fee will not be applied to Design Builder Contingency for items stipulated in section 9.D(b)
22. Item 100780 – “KPFF – Engineering Services for Construction” will be Not To Exceed amount.
23. Owner Controlled Allowance items contained in Exhibit B.1 have the Design Builder’s fee of 13% factored; Bid Item 100900 & 101100.
24. Allowance Item 101300, “OR CAT Tax”, will not include the Design Builder fee. Allowance will be a direct pass thru of TSJV’s actual Corporate Activity Tax burden.
25. Final quantities of Cost of Work items contained in Exhibit B.1 will be paid as Plan Quantities. The quantities will be established by the 100% IFC plan set and agreed upon for each GMP. Changes to quantities after the 100% plan set will be addressed by a Work Change Directive. Any deductions from scope will remain within the GMP and treated as an Owner Directed Allowance. The Owner Directed Allowance can be used to fund additions of scope after 100% Plan quantities have been established.

### DATE OF PROPOSAL EXPIRATION:

April 27<sup>th</sup>, 2023

***Notwithstanding anything to the contrary within this document, labor & equipment contained in Exhibits B.4 & B.5 have been negotiated and approved by the City of Wilsonville prior to the commencement of work and are stipulated rates.***



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## Exhibit B.4

### GMP 1 - Equipment Rates

Based on 11/22/2022 Equipment Watch

Equipment	Description	GMP 1 Rate
<b>8AP</b>	<b>**ASPHALT**</b>	
8AP1	PAVER - VOGELE 2100-2	\$ 450.04
8AP2	SHUTTLE BUGGY - ROADTEC 2500D	\$ 455.49
<b>8B</b>	<b>**BACKHOES AND GANNONS**</b>	
8B430	BACKHOE - CAT 430F EXT HOE	\$ 111.37
8B430H	BACKHOE - CAT 430 W H50S HOE RAM	\$ 119.99
8BGAN	GANNON - CAT 415/DEERE 210 (40 HR/WK)	\$ 68.41
<b>8BP</b>	<b>**CONCRETE BATCH PLANT**</b>	
8BP1	BATCH PLANT - ERIE STRAYER	\$ 394.24
8BP2	BATCH PLANT - CONECO	\$ 262.47
8BPCHILL	CONCRETE CHILLER W GEN/TANK	\$ 144.60
8BPGEN1	GENERATOR-100KW CAT XQ125	\$ 65.36
8BPGEN3	GENERATOR-500 KW ERIE	\$ 266.91
<b>8CP</b>	<b>**CONCRETE PAVING**</b>	
8CP2800	CONC PAVER - GT2800	\$ 275.30
8CP4000	CONC PAVER - GP4000	\$ 306.65
8CPBID	BIDWELL 4800	\$ 257.68
8CPBM	BARRIER MACH - COMMANDER 3	\$ 327.51
8CPC3	CONC PAVER - COMMANDER 3	\$ 327.51
8CPDR	EZ DRILL AND 900 COMPRESS	\$ 131.16
8CPPS	PLACER SPREADER - PS4000	\$ 279.77
8CP RTP	PLACER - RTP 500	\$ 259.95
8CPTIN	CURE BRIDGE - TC600	\$ 55.62
8CPTS	TRUSS SCREED - MET FORMS INC	\$ 37.15
<b>8CR</b>	<b>**CRANES**</b>	
8CR100	100 TN CRAWLER LINKBELT 218	\$ 406.45
8CR150	150 TN CRAWLER LINKBELT 248	\$ 543.21
8CR230	250 TN CRAWLER KOBELCO CK2500	\$ 1,020.64
8CR80	80 TN RT RTC-8080	\$ 327.35
8CRBT	15T BOOM TRUCK	\$ 62.25
<b>8D</b>	<b>**DOZERS**</b>	
8D4	DOZER - D4K2 XL	\$ 132.01
8D5	DOZER - D5K2 XL	\$ 146.50
8D6	DOZER - D6T XL	\$ 144.06
8D8	DOZER - D8T	\$ 357.92
<b>8EX</b>	<b>**EXCAVATORS**</b>	

8EX305	EXCAVATOR - CAT 305	\$ 70.09
8EX308	EXCAVATOR - CAT 308	\$ 95.17
8EX312	EXCAVATOR - CAT 312	\$ 102.20
8EX316	EXCAVATOR - CAT 316	\$ 139.22
8EX320	EXCAVATOR - CAT 320	\$ 122.32
8EX323	EXCAVATOR - CAT 323/325	\$ 137.66
8EX323H	EXCAVATOR - CAT 323 W H120 HAM	\$ 184.22
8EX336	EXCAVATOR - CAT 336F	\$ 161.64
8EX336H	EXCAVATOR - CAT 336E W H160 HAM	\$ 233.41
8EX349	EXCAVATOR - CAT 349F	\$ 245.74
8EX349H	EXCAVATOR - CAT 349F W H180 HAM	\$ 325.37
8EX374	EXCAVATOR - CAT 374F L	\$ 293.37
8EX390	EXCAVATOR - CAT 390	\$ 387.24
8EXCW336	COMPACTION WHEEL FOR 336 (40 HR/WK)	\$ 7.00
8G	<b>**GRADERS**</b>	
8G14	BLADE - CAT 14M	\$ 193.15
8G140M	BLADE - CAT 140M	\$ 166.31
8H	<b>**HOISTING, FORKS, MANLIFTS**</b>	
8HFL	TELEHANDLER - GENIE 1056	\$ 67.61
8HML	MANLIFT - GENIE Z45	\$ 45.44
8HSL	SCISSORLIFT - GENIE GS3390	\$ 89.69
8L	<b>**LOADERS**</b>	
8L930	LOADER - CAT 930	\$ 81.05
8L938	LOADER - CAT 938	\$ 80.01
8L950	LOADER - CAT 950M	\$ 94.47
8L966	LOADER - CAT 966M	\$ 119.28
8LSS	SKIDSTEER - CAT 272	\$ 72.89
8PU	<b>**TRUCKS**</b>	
8PU1	PICKUP 4X2 STD CAB 1/2T	\$ 18.23
8PU2	FLATRACK 4X2 STD CAB 1T	\$ 22.07
8R	<b>**ROLLERS**</b>	
8R25	PNEUMATIC ROLLER - CAT CW34	\$ 121.78
8R66	66" SGL DRM VIB. - CAT CP44B	\$ 139.19
8R84	84" SGL DRM VIB. - CAT CP56B	\$ 161.78
8R84DD	84" DD ASPHALT - CAT CB66B	\$ 197.48
8RRAM	RAMMAX P33	\$ 74.69
8S	<b>**SCRAPERS**</b>	
8S613	SCRAPER - 613	\$ 163.65
8S623	SCRAPER - 623H 15 BCY	\$ 353.84
8TR	<b>**TRAILERS**</b>	
8TRL	LUBE TRUCK	\$ 65.12
8TRM	MECHANIC TRUCK	\$ 55.07
8TRT	<b>**TRAILERS**</b>	
8TRTL1	TRAILER - UTILITY FARM	\$ 7.07
8TRTL2	TRAILER - CARGO VAN	\$ 1.54
8W	<b>**WATER TRUCKS, PULLS,**</b>	
8WKLEIN	WATER TOWER - KLEIN TANK	\$ 14.12

8WT2	WATER TRUCK - 2K GAL	\$	36.00
8WT4	WATER TRUCK - 4K GAL	\$	61.14
8Z	**GC/MINOR EQUIPMENT**		
8ZAIR	185 CFM AIR COMPRESSOR	\$	20.27
8ZAIR2	375 CFM AIR COMPRESSOR	\$	75.34
8ZBROOM2	SIDECAST BRROM (ROSCO)	\$	60.13
8ZGPS	GPS GRADE CONTROL	\$	25.00
8ZLP	LIGHT PLANT	\$	14.32
8ZWB	WATER BUFFALO	\$	3.63
8ZWELD2	400 AMP WELDER	\$	14.37
8ZWP4	PUMP - 4" TRASH	\$	34.71

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## Exhibit B.5

### GMP 1 - Labor Rates

**\*Admin** - Rates are burdened labor only

**\*Craft** - Prevailing Wage publications applicable to this contract are the Prevailing Wage Rates for Public Works Contracts in Oregon effective January 5, 2023, the Prevailing Wage Rate Amendments effective January 11, 2023, and the October 1, 2022 PWR Apprenticeship Rates.

Admin	
Description	GMP 1 Rate
AREA MANAGER	\$ 185.02
PROJECT MANAGER	\$ 171.61
PROJECT ENGINEER	\$ 83.08
FIELD ENGINEER	\$ 73.70
STRUCT ENGINEER	\$ 73.70
PCCP ENGINEER	\$ 73.70
UTILITY ENGINEER	\$ 73.70
PROJECT CONTROLS/OFFICE ENG	\$ 73.70
QUALITY ENGINEER	\$ 73.70
GENERAL SUPERINTENDENT	\$ 120.64
UTILITY SUPERINTENDENT	\$ 80.40
STRUCTURE SUPERINTENDENT	\$ 80.40
PLANT SUPERINTENDENT	\$ 80.40
PCCP SUPERINTENDENT	\$ 80.40
SWING SHIFT SUPERINTENDENT	\$ 80.40
GRADING SUPERINTENDENT	\$ 80.40
SAFETY MANAGER	\$ 93.81
SAFETY COORDINATOR	\$ 66.99
PROJECT ANDMINISTRATOR	\$ 66.99
SCHEDULER	\$ 113.93
INTERNS	\$ 40.16
MODELER	\$ 84.43

Survey	
Description	GMP 1 Rate
SURV RODMAN	\$ 50.78
SURV INSTRUMENT MAN	\$ 63.39
SURV PARTY CHIEF	\$ 63.39
SURVEY MANAGER	\$ 87.11

## Exhibit B.5

### GMP 1 - Labor Rates

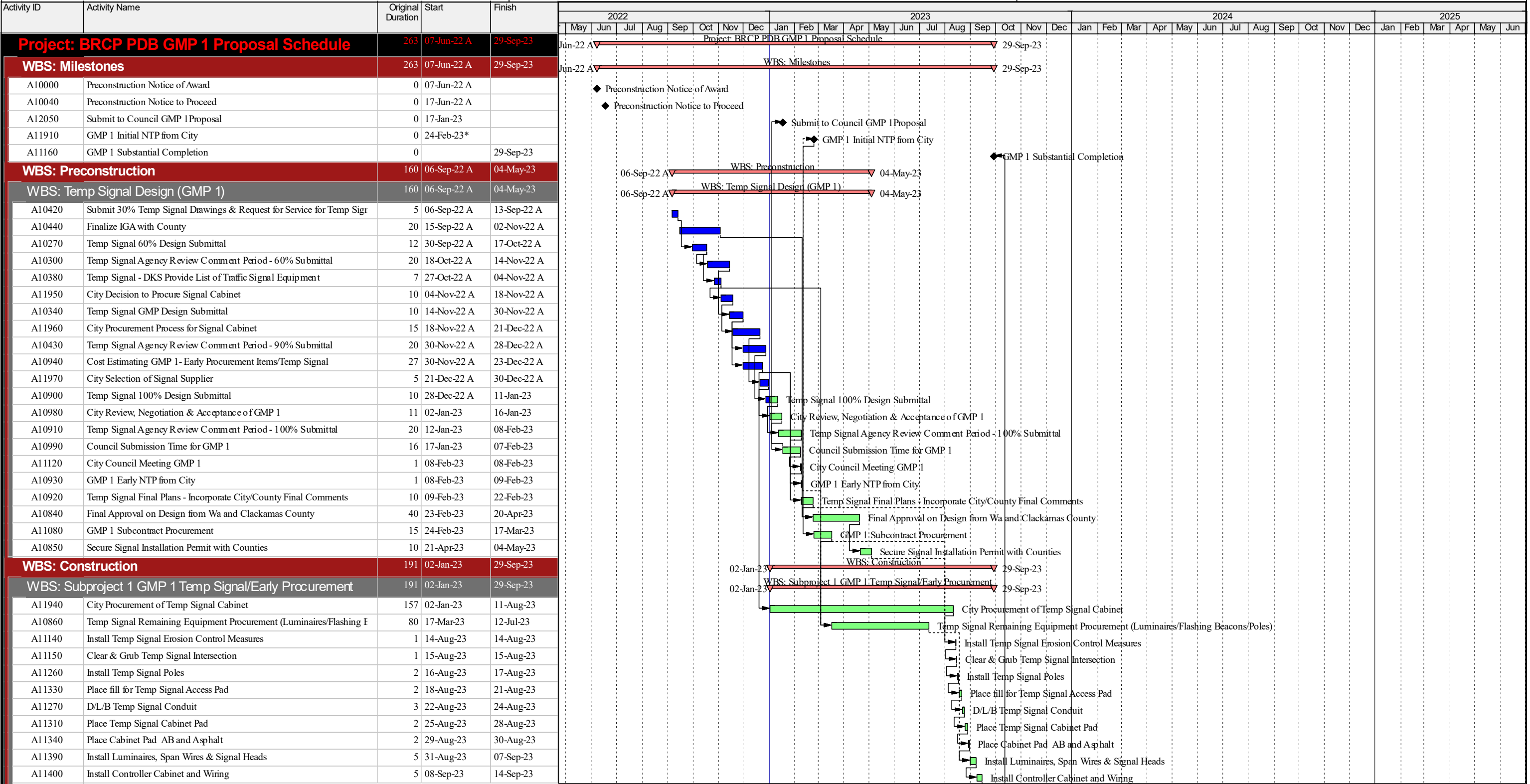
Craft	
Description	GMP 1 Rate
JOURNEYMAN CARP	\$ 76.96
CARPENTER PILEMAN	\$ 77.13
CARPENTER FOREMAN	\$ 81.89
CARPENTER WELDER	\$ 79.58
FINISHER 1	\$ 76.61
FINISH -MACHINES	\$ 76.61
FINISHER FOREMAN	\$ 78.92
PCCP FINISH HELPER	\$ 75.64
PCCP FINISHER 2	\$ 75.64
PCCP FINISH FOREMAN	\$ 77.95
IRONWORKER REBAR	\$ 90.31
IRONWORKER STR STEEL	\$ 90.31
IRONWORKER STR STEEL FOREMAN	\$ 92.62
LABOR GEN,FLAG,DUMP,STRIP	\$ 56.31
LABOR CONC,GUINEA,TENDER	\$ 61.62
LABOR TOOL,RIGGER,PRECAST	\$ 61.62
LABOR RAKER,PIPE,CHUCK	\$ 61.62
LABOR LEAD,DRILL,SCALER	\$ 63.08
LABOR FOREMAN	\$ 65.39
PCCP DOWEL INSERTERS	\$ 61.62
PCCP GEN. LAB-CLEAN UP	\$ 61.62
PCCP DUMPMAN	\$ 63.08
PCCP FOREMAN	\$ 65.60
LABOR, PIPE - GENERAL	\$ 61.62
LABOR, PIPE - TOPMAN, BACKUP	\$ 61.62
LABOR, PIPE - PIPELAYER	\$ 63.08
OP ROLLER, BH, FORK, 938	\$ 77.10
OP SCRAPER, 950, 966, 323	\$ 77.10
OP BLADE, D8, 336, 349, 980	\$ 82.27
OP D10, 374, 988	\$ 82.27
OP CRANE	\$ 84.47
OP FOREMAN	\$ 86.78
OP GRADE CHECKER	\$ 77.10
OP MECH/WELDER	\$ 82.27
PCCP TEXT / CURE	\$ 77.10
PCCP GROUNDMAN / LDR OPR.	\$ 77.10
PCCP PAVER / PLACER OPR	\$ 82.27
PCCP OPERATOR FOREMAN	\$ 84.57
PILEBUCK/MARINE CARPENTER	\$ 76.74
PILEBUCK FOREMAN	\$ 79.05

## Exhibit B.5

### GMP 1 - Labor Rates

PIPE OPERATOR FOREMAN	\$	81.45
2/3AXLE FLATRACK/2M WATER	\$	56.49
DRIVER 4M WATER	\$	56.49
5AXLE DUMP/>4M WATER		72.41

BRCP PDB GMP 1 Proposal Schedule



[illegible]



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**Boeckman Road Corridor Project  
Exhibit B.7 – Permitting Plan****GMP #1 – 90% Temporary Signal  
65<sup>th</sup> Ave. & Stafford Road**

Permits required for construction of GMP 1 will be coordinated and applied for by TSJV & KPFF. The City of Wilsonville will directly pay for all fees associated with permits required for GMP 1, with the exception of, electrical trade permits required for the Temporary Signal installation. The electrical trade permits will be obtained and paid for by the electrical subcontractor.

**Boeckman Road Corridor Project  
Exhibit B.8 – Right of Way Acquisition Plan**

**GMP #1 – 90% Temporary Signal  
65<sup>th</sup> Ave. & Stafford Road**

No Right of Way has been identified to acquire for construction of GMP 1.

## **Exhibit C.1**

### **Construction Proposal: Key Personnel**

City of Wilsonville - Boeckman Road Corridor Project

Temporary Signal at 65<sup>th</sup> Ave. and Stafford Road

#### Key Personnel:

- Ryan Silbernagel – Construction Project Manager
- Eric Sommers – Construction Superintendent

Subcontractors & Suppliers: See Exhibit C.5

## Exhibit C.2

### Construction Proposal: Construction Document List

City of Wilsonville - Boeckman Road Corridor Project

Temporary Signal at 65<sup>th</sup> Ave. and Stafford Road

Drawings: 90% GMP 1 Set (Temporary Signal 65<sup>th</sup> & Stafford)

#### SHEET INDEX

SHEET COUNT	SHEET NUMBER	SHEET NAME
1	A01	COVER SHEET
2	AB01	EXISTING CONDITIONS PLAN
3	CO01	CONSTRUCTION PLAN
4	MA01	TEMPORARY TRAFFIC SIGNAL LEGEND
5	MB01	SW STAFFORD RD/SW 65TH AVE TEMPORARY TRAFFIC SIGNAL PLAN
6	MB02	TEMPORARY TRAFFIC SIGNAL DETAILS
7	MC01	TEMPORARY TRAFFIC SIGNAL DETAILS
8	MC02	ADVANCE TRAFFIC SIGNAL WARNING SYSTEM PLAN
9	MC03	ADVANCE TRAFFIC SIGNAL WARNING SYSTEM PLAN
10	QA01	SIGNING AND STRIPING LEGEND
11	QB01	SIGNING AND STRIPING PLAN
12	QB02	SIGNING AND STRIPING PLAN
13	QB03	SIGNING AND STRIPING DETAILS
14	FB01	COW EROSION AND SEDIMENT CONTROL NOTES
15	FB02	EROSION AND SEDIMENT CONTROL PLAN
16	FB03	EROSION AND SEDIMENT CONTROL DETAILS

SPECIAL PROVISIONS SECTION – 90% GMP #1 SET (Temporary Signal 65<sup>th</sup> & Stafford)

(MODIFICATIONS TO THE OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2018)

Section 00110 – Organization, Conventions, Abbreviations, and Definitions

Section 00120 – Bidding Requirements and Procedures

Section 00130 – Award and Execution of Contract

Section 00140 – Scope of Work

Section 00150 – Control of Work

Section 00160 – Source of Materials

Section 00165 – Quality of Materials

Section 00170 – Legal Relations and Responsibilities

Section 00180 – Prosecution and Progress

Section 00195 – Payment

Section 00210 – Mobilization

Section 00220 – Accommodations for Public Traffic

Section 00225 – Work Zone Traffic Control

Section 00280 – Erosion and Sediment Control

Section 00290 – Environmental Protection

Section 00310 – Removal of Structures and Obstructions

Section 00320 – Clearing and Grubbing

Section 00330 – Earthwork

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Section 00335 – Blasting Methods and Protection of Excavation Backslopes

Section 00340 – Watering

Section 00641 – Aggregate Subbase, Base, and Shoulders

Section 00730 – Emulsified Asphalt Tack Coat

Section 00745 – Asphalt Concrete Pavement – Statistical Acceptance

Section 00749 – Miscellaneous Asphalt Concrete Structures

Section 00960 - Common Provisions For Electrical Systems

Section 00970 - Highway Illumination

Section 00990 - Traffic Signals

Section 02510 – Reinforcement

Section 02926 - Highway Illumination Materials

## Exhibit C.3

### Construction Proposal: Procurement Plan

City of Wilsonville - Boeckman Road Corridor Project

Temporary Signal at 65<sup>th</sup> Ave. and Stafford Road

#### Criteria for Procurement Plan

- **Progressive Design-Build Agreement Section 14: Subcontracting**
- **Design-Build General Conditions Article 6: Design-Builders Responsibilities**
  - **Section 6.13: Concerning Subcontracting and Self-Performance**

#### Application of Criteria

For this GMP, the Design Builder intends to comply with Section 13 of the Progressive Design-Build Agreement and the Design-Build General Conditions Section 6.13 using a mixture of self-performed work and subcontracted work as shown in the Proposal for the project. The means of subcontracting the work will be determined as set forth in the General Conditions and the estimated value of work in compliance with General Conditions 6.13 A-E.

#### **General Conditions 6.13:**

*6.13 Selection of sources of design services, labor, material, equipment, and services necessary to accomplish the Work is governed by this section. For the purposes of this section, "Subcontractor" also includes suppliers.*

#### **6.13.A:**

*The Design-Builder shall seek to develop Subcontractor interest in the Work and shall furnish to the City a list of potential qualified Subcontractors from whom bids may be requested. The City may identify additional potential qualified Subcontractors from whom the Design-Builder shall request bids.*

The subcontractor trades, including suppliers for this GMP are shown in Exhibit C.4 and include:

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- Electrical
- Striping
- Furnish 18" Sewer Pipe

Material supply for self-performed work is included in the cost for that work and will be provided by the Design-Builder.

Per Section 6.13.D.2 subcontracted or self-performed work valued at \$10,000 or less is exempt from the competitive selection process. The following work is expected to meet this requirement and subcontractors will be selected from the list in Exhibit C.5:

- Striping

Per Section 6.13.D.3 subcontracted work valued at less than \$100,000 but more than \$10,000 is exempted provided the Design Builder receives a minimum of three written quotations and awards the subcontract to a qualified Subcontractor at a fair and reasonable price. The City may waive the three-quotation minimum requirement after reviewing the Design Builder's good faith efforts to obtain them. The following subcontracted work is expected to meet this exemption and quotes will be requested from the subcontractors listed in Exhibit C.5. Prior to bidding to subcontractors, if the work is estimated to exceed \$100,000 it will be subcontracted in accordance with the process outlined in 6.13.E below.

- N/A – No subcontracted scope will be procured under this section for GMP 1.

Per Section 6.13.E work valued at over \$100,000 will be awarded based on the competitive selection process.

- Electrical – Temporary Signal Material and Installation: This work will be awarded to the firm that provides the best combination of qualifications and price as required in Section 6.13.E and described more fully below.

### **6.13.B:**

The proposal must include an explanation as to why self-performance or exemption from the competitive selection process is in the City's best interest.

The Design Builder Proposes to self-perform flagging, traffic control set up and maintenance, erosion control, clearing and grubbing, aggregate base and paving as allowed in General conditions 6.13.B and C. Justification for the self-performed work will be more fully explained



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below. The Design Builder will fully respond to any questions or comments submitted by the City in regard to the non-competitive process and is fully insured to the extents required.

- *Special advantages or capabilities of the Design-Builder or Subcontractor to perform the Work:*
  - The Design Builder will be able to take advantage of being onsite to reduce the cost of subcontractor mobilizations. This will reduce cost for the small multiple scopes of work required to install the Temporary Signal.
  - Design Builder has a full time TCS to develop traffic control plans and has the capability to provide Traffic Control and Flagging staff necessary to install the Temporary Signal
- *Market availability of the requested services or products:*
  - The Design Builder is proposing to purchase the GMP 2 Sanitary Sewer pipe materials as part of GMP 1. Lead times for this material requires it to be purchased early to maintain schedule. Four suppliers were solicited with two responsive quotes and was competitively bid.
- *Demonstration that the process are reasonable and fair:*
  - *Independently verified Guaranteed Maximum Price and risk reduction for the city:* The Design Builder requests that the City's Owner Representative provide an independent cost estimate for the work per 6.13.B. This will insulate the City from the risk of high subcontractor costs. Additionally, the Design Builder agrees to and supports open-book costing for all self-performed work on the project. All questions or comments submitted by the City in regards to this process will be fully responded to.
- The following scopes are requested to be performed by TSJV as self-performed work and are above \$10,000 in value:
  - Traffic Control
  - Flagging
- The following scopes of work are requested to be performed by TSJV and are less than \$10,000 in value. Although exempt by section 6.13(D), because the value of work is less than \$10,000, These scopes of work were evaluated against an Independent Cost Estimate, with the exception of Permanent Signing.
 

○ Erosion Control -	\$2,908.91
○ Clearing & Grubbing -	\$3,177.72
○ Removal of Structures & Obstructions -	\$719.37
○ General Excavation -	\$2,515.72
○ Paving -	\$3,406.31
○ Permanent Signing -	\$5,662.71

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## 6.13.E

General Conditions 6.13.E provides the requirement for the competitive selection process for subcontracting work. Requests for bids or proposals for competitively selected work was advertised in the *Portland Daily Journal of Commerce*. In addition to the PDJ advertisement, reference Exhibit C.5 for subcontractors specifically invited to propose.

**SUB-BIDS REQUESTED**

**Boeckman Road Corridor Project**  
Wilsonville, OR  
Bid Due: 1/3/22 @ 10:00am

Bid Package #1 Temporary Signal  
(Includes Temporary Signal, Signing, &  
Striping)

Documents will be made available through  
Pipeline Suite. Please e-mail Boeckman-  
Bids@sundt.com  
to request an invitation to bid.

Please submit questions via email to  
BoeckmanBids@sundt.com by 12/26/22

See specific instructions in Bid Documents  
for submission

**TAPANI | SUNDT**  
IN ASSOCIATION WITH KPFF  
7700 NE Parkway Dr. Ste 200  
Vancouver, WA 98662  
BoeckmanBids@sundt.com

Tapani | Sundt, a Joint Venture requests  
sub-bids from all interested firms including  
Minority & Women Owned, Emerging Small  
Business & Disadvantaged enterprises.

23529757
CCB # 240228

TSJV proposes to award subcontracts for Temporary Signal installation and Striping to the subcontractors that provide the Best Value based off the following criteria.

### Selection Criteria:

- Price – (60 Points)
- Key Resource & personnel Availability – (15 Points)
- EMR Rating – (10 Points)
- DBE utilization – (5 Points)
- Relative Project Experience – (10 Points)

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## Exhibit C.4

### GMP 1 - Procurement Method

Item	Estimated Value	Procurement Method
1. Signal Procurement and Installation	Greater than \$100,000	Proposals from Advertisement. Best combination of qualifications and price
2. Striping	Less than \$10,000	Proposals from Advertisement. Best combination of qualifications and price
3. Signing	Less than \$10,000	Proposals from Advertisement. Best combination of qualifications and price
4. 18" Sewer Pipe Early Procurement	Greater than \$100,000	Selected from a minimum of three requested written quotations

*\*DJC advertisement placed per 6.13 E (2) of the Design Build General Conditions*

**SUB-BIDS REQUESTED**

**Boeckman Road Corridor Project**  
 Wilsonville, OR  
 Bid Due: 1/3/22 @ 10:00am

Bid Package #1 Temporary Signal  
 (Includes Temporary Signal, Signing, & Striping)

Documents will be made available through Pipeline Suite. Please e-mail BoeckmanBids@sundt.com to request an invitation to bid.

Please submit questions via email to BoeckmanBids@sundt.com by 12/26/22

See specific instructions in Bid Documents for submission

**TAPANI|SUNDT**  
 IN ASSOCIATION WITH KPFF  
 7700 NE Parkway Dr, Ste 200  
 Vancouver, WA 98662  
 BoeckmanBids@sundt.com

Tapani|Sundt, a Joint Venture requests sub-bids from all interested firms including Minority & Women Owned, Emerging Small Business & Disadvantaged enterprises.

23529757 CCB # 240228

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## Exhibit C.5

### GMP 1 - Subcontractor and Suppliers

Category	Subcontractor	Solicited	Bid Received	Notes
1. Signal Procurement and Installation	Prairie Electric	Yes	Yes	Best Value & Low Bid
	Aaken Cooperation	Yes	Yes	
	North Star Electric	Yes	Yes	
	Tice Electric	Yes	No	
	Mill Plain Electric	Yes	No	
	DJC Ad	Yes	No	
2. Striping	Specialized Pavement Markings, LLC	Yes	Yes	Best Value & Low Bid
	Hicks Striping & Curbing, LLC	Yes	Yes	
	B&T Striping and Curbing, Inc.	Yes	No	
	Highway Specialties, LLC	Yes	No	
	Traffic Safety Supply Co. Inc.	Yes	No	
	DJC Ad	Yes	No	
3. Signing	Hicks Striping & Curbing, LLC	Yes	No	
	Coral Sales Company	Yes	No	
	Highway Specialties, LLC	Yes	No	
	DJC Ad	Yes	No	
Sewer Pipe Mater	Western Water Works	Yes	Yes	Low Bid
	HD Fowler Company, Inc.	Yes	Yes	
	FERGUSON WATERWORKS	Yes	No	
	Core & Main	Yes	No	

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## Exhibit C.6

### GMP 1 - Selected Subcontractor and Suppliers

Item	Estimated Value	Selected Subcontractor or Supplier
1. Signal Procurement and Installation	\$ 133,345.17	Prairie Electric
2. Striping	\$ 6,930.56	Specialized Pavement Marking, LLC
3. Signing	\$ 5,662.71	Non-Responsive Solicitation TSJV to Self-Perform
4. 18" Sewer Pipe Early Procurement	\$ 110,756.84	Western Water Works



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> February 23, 2023	<b>Subject: Resolution No. 3027</b> Authorizing City Manager to Execute a Contract for Bus Station Electronic Display Signage  <b>Staff Member:</b> Eric Loomis, Transit Operations Manager  <b>Department:</b> SMART	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.		
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.		
<b>Project / Issue Relates To:</b>		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

To select Urban Solar, a qualified contractor, to deliver Bus Station Electronic Display Signage for bus stops in the City of Wilsonville.

The contractor will be responsible for providing and installing Bus Station Electronic Display Signage and working with staff to ensure they are performing as expected to provide transit riders with information about bus arrivals.

**EXECUTIVE SUMMARY:**

SMART received a STIF Discretionary grant award to purchase bus stop electronic displays in the FY21-23 biennium. SMART released a Request for Proposals on October 19, 2022 for qualified contractors. Three companies submitted qualified proposals on November 21, 2022. Staff reviewed and scored proposals, and interviewed proposers during January 2023. Staff recommends Urban Solar for this contract award. The contract will be substantially in the form attached to the resolution, subject to final negotiation of the terms by the City Attorney.

**EXPECTED RESULTS:**

Contract approval with Urban Solar and their subsequent performance to deliver electronic bus display signage.

**TIMELINE:**

Ordering of equipment will take place upon execution of the agreement and project completion is estimated for June 2023.

**CURRENT YEAR BUDGET IMPACTS:**

The total contract fee is not to exceed \$248,020. This project is budgeted with a combination of Statewide Transportation Improvement Fund (STIF) discretionary grant funding and local transit tax match.

**COMMUNITY INVOLVEMENT PROCESS:**

This project is part of efforts to provide modern amenities and increase ease of use for our transit riders. These kinds of technology improvements were recommended based on community engagement during the last Transit Master Plan process in 2017.

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

These electronic displays will contribute to SMART's mission to provide convenient, safe, and reliable transportation services in a fiscally responsible manner to meet the needs of Wilsonville residents, employees, and visitors of all ages, ethnicities, and income levels.

**ALTERNATIVES:**

N/A

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3027
  - A. Goods and Services Agreement

**RESOLUTION NO. 3027****A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A GOODS AND SERVICES CONTRACT WITH URBAN SOLAR FOR SMART BUS STATION ELECTRONIC DISPLAY SIGNAGE.**

WHEREAS, the City has planned and budgeted for the purchase and installation of bus stop electronic displays (the Project); and

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

WHEREAS, three qualified proposals were received on November 21, 2022, and Urban Solar submitted a proposal for the Project, and the City subsequently negotiated with the proposer for \$248,020.

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

- Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Urban Solar has provided a responsive and responsible proposal for goods and services.
- Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a goods and services contract with Urban Solar for a stated value of \$248,020 in substantially the form as attached hereto as Exhibit A.
- Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 23<sup>rd</sup> day of February, 2023, and filed with the Wilsonville City Recorder this date.

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JULIE FITZGERALD, MAYOR



ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Goods and Services Agreement

## CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the Bus Station Electronic Signage Project (“Project”) is made and entered into on this \_\_\_\_ day of February 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Urban Solar, Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

### RECITALS

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

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

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

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

### AGREEMENT

#### Section 1. Scope of Work

Contractor will provide and install eReader displays, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”).

#### Section 2. 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 June 30, 2023, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

#### Section 3. Contract Sum/Project Scope

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor the unit price not-to-exceed amount of TWO HUNDRED FORTY-EIGHT THOUSAND TWENTY DOLLARS (\$248,020) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor’s unit pricing is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

3.2. 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 recently enacted Oregon Corporate Activity Tax (CAT).

3.3. 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 4. City's Rights and Responsibilities**

4.1. 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.

4.2. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2022-23. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 13**.

#### **Section 5. City's Project Manager**

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

#### **Section 6. Contractor's Project Manager**

Contractor's Project Manager is Brianna Kerwin. 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 7. Subcontractors and Assignments**

Unless expressly authorized in writing by the City, pursuant to **Subsection 9.1**, 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 8. 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 3** 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 9. Contractor's Responsibilities**

9.1. 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.

9.2. 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.

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

9.4. 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.

9.5. 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.

9.6. 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.

9.7. 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:

9.7.1. 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

9.7.2. 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

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

9.8. 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.

9.9. 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.

9.10. 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.

9.11. 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.

9.12. 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.

## **Section 10. Indemnity**

10.1. 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 10.2**. 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.

10.2. 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 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. 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**.

11.1.3. 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.

11.1.4. 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.

11.1.5. 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.

11.1.6. 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.

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. Warranty**

12.1. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work, materials, and components of the system, including equipment, services and software purchased under this Contract, for a period of three (3) 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 three (3) 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 his/her duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The three (3) year warranty period shall, with relation to such required repair, be extended three (3) years from the date of completion of such repair.

12.2. 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 this Contract, that the Services will be free from defects, and that the Services will conform to the requirements of



this Contract. Services not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

### **Section 13. Early Termination; Default**

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

13.1.1. By mutual written consent of the parties;

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

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

13.2. 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 three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

13.3. 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.

13.4. Termination under any provision of this **Section 13** 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, for which Contractor has received payment or the City has made payment.

### **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: Eric Loomis, Transit Operations Manager  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Contractor: Urban Solar, Inc.  
Attn: Brianna Kerwin  
1880 SW Merlo Drive  
Beaverton, OR 97003

## Section 16. Miscellaneous Provisions

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

16.2. 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.

16.3. 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.

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

16.5. 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.

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

16.7. 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.

16.8. 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.

16.9. 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.

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

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

16.12. 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.

16.13. 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.

16.14. 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.

16.15. 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."

16.16. 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.

16.17. 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.

16.18. 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.

16.19. 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.

16.20. 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:**

URBAN SOLAR, INC.

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

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

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

Employer I.D. No. \_\_\_\_\_

**CITY:**

CITY OF WILSONVILLE

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

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

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

APPROVED AS TO FORM:

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

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## SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

Contractor is required to complete the following tasks before system acceptance:

### Task 1: Electronic Signage System Design

Contractor is responsible for procuring, installing, configuring, and testing all hardware and software required. The system must be compatible with all future revisions and software/hardware versions for the entire life of this Contract. Any upgrades or patching required to bring newer hardware or software into production must be included as part of the entire Contract life.

All communication between display signage system equipment must be through the main AVL server location, using a hub and spoke design.

#### Task 1.1: Displayed Content and Information

Contractor will cover production, delivery, and provision of displays on signage as follows:

- SMART GMV real-time schedule information will be displayed for station specific information (SMART and GMV will provide the information to Contractor).
- Service alerts through GMV GTFS Realtime will be displayed for station specific information.
- Custom marketing branding options must be displayed throughout all electronic displays.
- Ability for SMART staff to remote access the display signs and add content via the internet.
- ADA requirements must be met for video and sound.

#### Task 1.2: Technical Specifications

Contractor will be responsible for installing the electronic display signage. The weight and dimensions of the display signs shall allow mounting on existing station poles or in existing bus stations, without structural changes to the poles/weather shelters. If additional structural construction is needed, Contractor is responsible for obtaining required building permits. Upon field installation of displays, Contractor will be responsible for finalizing electronic display signage configuration, testing all electronic display signage system hardware components and sub-components, and ensuring interfaces are working properly. **Appendix A** gives specifications for each of the 21 bus stations.

Minimum technical specifications for Electronic Display Signs and associated hardware follows:

#### Electronic Display

- Display size of approximately 13 inches;
- Display information should meet all ADA requirements;
- Fully configurable visible area, including the presentation of multiple departures of multiple routes;
- Viewing angle of at least 175 degrees;
- Passenger occupancy where data is available;
- Push buttons on or connected to display to interact with content;
  - i.e. multi-page toggle, audible ADA callouts;
- Readability in direct sunlight and in all conditions at a distance of up to 10 feet; and
- Operate in the following environmental conditions:
  - temperatures between 0°F to 120°F;
  - Rain, snow, cloud cover, fog, etc.

### Mounting Hardware

- Display shall allow for mounting on existing poles/structures, or integration into existing shelters;
- Tamper-proof fasteners are required for attaching display to the station facility;
- The display shall be designed to receive and transmit data via available mobile networks; and
- Contractor shall manage all coordination with the mobile network.

### Power Supply

- Display units shall operate on solar power, battery power, and or a combination of both;
  - Specifications of size, type, power output are required;
  - Power sources, casings, and connections must comply with all state and federal guidelines;
- Power supply shall work continuously for at least three (3) years without replacement; and
- Power supplies and connecting hardware external from the display unit shall be in tamper-proof casing or use tamper-proof fasteners with proven durability.

### System Software

- The user interface shall be implemented as a web-based application with a graphical user interface;
- The user interface shall support different levels of authorization;
- The user interface shall allow assigning a display to a station point;
- The user interface shall enable a user to configure, control, and monitor displays via the central server;
- The user interface shall allow addressing individual displays, groups of displays, and/or all displays;
- The content management system shall enable a user to upload images, create playlists and schedule content; and
- The user interface shall allow addressing individual displays with playlists and schedules.

### Monitoring System

The status reports from the displays to the central server must allow monitoring and error logging. At least the following information/status of the display shall be conveyed in a status report:

- Display ID
- Time
- Display OK
- Internal error
- Configuration fault
- TTS module error
- Display module error
- Battery voltage/power %
- Software Version
- Last departure update
- Reception field strength
- Transmission error
- Temperature of the display

## Task 2: Electronic Display Software Installation

Contractor shall grant SMART the right to use all software and firmware provided under this Contract and will not impose any licensing restrictions on interfacing data to or from the electronic display system software. SMART shall be the owner of all software data. Contractor shall provide for hosting of the content management software as described within technical specifications for the software. Hosting services, monthly service fees, maintenance, and licensing for the software shall be provided for the duration of the warranty period for all electronic signage system software. SMART shall have the option to extend the duration of software hosting beyond the system warranty period, to be negotiated with system Contractor at future periods.

## Task 3: Electronic Display System Integration with AVL System

Contractor shall be responsible for completing the integration of the electronic signage system with the SMART AVL system for receiving real-time transit information, and shall serve as systems integrator for all components and interfaces (internal and external). SMART's Contractor for AVL/CAD systems is GMV. Contractor will be required to work with GMV to integrate all customer facing real-time information.

Successful completion of Electronic Signage/CMS integration shall be achieved upon the successful completion of the thirty (30) day System Acceptance Testing period, as defined in the following section.

## Task 4: System Acceptance Testing

All materials furnished and all work performed under this specification shall be inspected and tested. Should any inspections or tests indicate that specific hardware, software, or documentation does not meet the specification requirement; the appropriate items shall be replaced, repaired, upgraded, or added by Contractor as appropriate to correct the noted deficiencies, at no cost to SMART. Contractor will be required to submit a test plan and procedures for each of the following types of tests. The following information must be included in each Acceptance Test Plan:

- Test schedule;
- Identification of all tests to be performed, the purpose of each test and the identification of the functional requirement(s) being tested;
- Identification of hardware and software to be tested;
- Description of test procedures;
- Description of measures of effectiveness or pass/fail criteria;
- Description of the methods and equipment used to record the test and test results;
- Description of the corrective actions and re-testing procedures; and
- Identification of special testing conditions.

All test plans and test procedures must be submitted to SMART for approval. SMART reserves the right to witness any or all tests, without charge, and may include a check for compliance with all requirements set forth in this Scope and the Contract. Contractor will provide reasonable advance notification to SMART of all tests, but not less than five (5) business days.

### Task 4.1: Proposed System Acceptance Testing

A thirty (30) day Acceptance Testing period shall commence when the following minimum conditions are met:

- Contractor's proposed Acceptance Test Plan shall have been received, reviewed, and approved by SMART;

- Contractor's proposed date for commencement of Acceptance Testing shall be compatible with the schedules of SMART staff who will be directly involved in such monitoring and testing;
- All fixed-end hardware and system software shall be fully installed and operating without problem for a minimum of seven (7) business days.

Contractor shall certify, and SMART shall have reason to believe, that all equipment is installed and operating without problem, and that any equipment not passing the test shall be no more than marginally greater in number than that which should be expected during normal operation of the system after acceptance. SMART expects, when notified by Contractor that the system is ready for testing, the acceptance testing shall commence and will be completed with a "punch" list for error correction. SMART shall designate an organization to perform one (1) set of full acceptance testing for this Project. In the event that more than one (1) set of acceptance tests is necessary due to the failure on the part of Contractor, SMART reserves the right to require Contractor to reimburse SMART for such costs.

#### Task 4.2: Final System Acceptance Testing

A thirty (30) day Acceptance Testing period shall commence when the following minimum conditions are met:

- Contractor's proposed Final System Acceptance Checklist shall have been received, reviewed, and approved by SMART;
- Contractor's proposed date for commencement of acceptance testing shall be compatible with the schedules of SMART staff who will be directly involved in such monitoring and testing;
- All fixed-end hardware and system software shall be fully installed and operating without problem for a minimum of five (5) business days.

Contractor shall certify, and SMART shall have reason to believe, that all equipment is installed and operating without problem, and that any equipment not passing the test shall be no more than marginally greater in number than that which should be expected during normal operation of the system after acceptance.

SMART expects, when notified by Contractor that the system is ready for testing, the acceptance testing shall commence and will be completed with a checklist for error correction.

The final written acceptance of the system shall be granted upon successful completion of all Work, in addition to the successful completion of the integration system tests that Contractor shall be required to develop and provide to SMART. The integration system tests shall be subject to the approval of SMART and shall include, as a minimum, the following:

- Functional tests to ensure hardware and software compatibility. Procedures for these tests shall include descriptions of all functions and the steps taken to demonstrate each.
- Hardware and/or software tests to provide proof of performance for all equipment furnished to ensure that the functional and technical requirements of the various units and subsystems have been met.

System availability tests to ensure that the actual availability is sufficient to not impede operational functions. Contractor shall guarantee a favorable failure rate for all equipment such that, on average over any three (3) month period, less than two (2) electronic displays will experience a failure. A failure shall be defined as a malfunction of Contractor-supplied equipment resulting from component failure in said equipment under normal operating conditions. Maintenance records kept and certified by Contractor, and provided to SMART during a one hundred twenty (120) day test period shall determine



this. SMART reserves the right to audit and inspect such records, or allow its designee to do it, as the agency deems necessary. If the required reliability cannot be demonstrated during this period, Contractor will have sixty (60) days to rectify the problem. Such records shall be submitted in an agreed-upon electronic format.

If any particular component within any of the equipment furnished has a failure rate of 10% or greater during the twelve (12) month period of the original warranty period, that component or components shall be considered to have failed 100% in all units and Contractor shall either remove and replace all such items or make appropriate modifications to eliminate the cause of the failures, all without additional cost or disruptions to normal daily operations to SMART.

#### Task 5: Electronic Display Signage System Training

Contractor shall provide a comprehensive training program that enables SMART staff to operate and maintain the system. The training plan shall assume training for SMART administrative staff and maintenance personnel. Training topics shall include:

- Electronic display signage training;
- Hardware training (maintenance and troubleshooting);
- System administration training, including third-party interfaces (i.e. GTFS data feed).

Contractor shall provide a detailed training plan in conjunction with the overall project schedule. The plan will provide a description and duration of each course. All training will be conducted onsite at SMART's facility or through a virtual meeting platform.

Additional training shall be provided by Contractor at no cost to SMART under the following circumstances:

- Major modifications to the software and/or hardware made after the initial training due to system(s) defect(s) and/or upgrade(s) within two (2) years of installations; and
- Delays in systems deployment after initial training for which Contractor is responsible.

#### Task 6: Electronic Display Signage System Warranty

Contractor will provide a three (3) year service and warranty policy on all components of the system, including equipment, services, and software purchased. The warranty period will begin following final system acceptance by SMART. SMART reserves the right to approve or reject the service facility specified by Contractors.

Contractor shall provide a single point of contact for all warranty administration during the warranty period.

Contractor shall provide any software updates and patches for the current version at no cost to SMART during the warranty and support period.

Future upgrades to the software system will be made available to SMART at no additional charge during the warranty and support period.

If there is a change in the production configuration of any equipment or software being installed prior to installation completion, SMART may require that all previously installed equipment and software be upgraded to match the updated configuration.

Ongoing Support and Maintenance –Contractor shall provide ongoing user and technical support for a period of three (3) years as part of the warranty period.

### Task 6.1: Repair or Replacement of Faulty Components

During the warranty period, Contractor shall repair or replace any faulty components, with the cost included in the warranty price.

If at least 25% of a given component requires repair or replacement within the three (3) year warranty period, the component shall be deemed to warrant system-wide replacement. System wide replacement shall require Contractor to replace all units of the suspect component throughout the system, whether or not they have exhibited any fault. Even if the system-wide replacement activity extends beyond the warranty period, Contractor shall be obligated to complete the system-wide replacement if the need was documented before the end of the warranty period. Software support during the warranty period shall include technical support for all hardware and software, with a technical support line, as well as providing, licensing, installing, and integrating all released software patches and updates.

### Task 6.2: System Failure Response Times

Contractor shall provide 24/7 support when needed in case of severe emergencies. Contractor shall respond to issues in a timely fashion. Contractor is deemed to have responded when it has replied to the City's initial request. This may be in the form of an email, help desk ticket, or a telephone call to either provide a solution or request further information.

Guaranteed response times depend on the severity of the issue and apply during the City's working hours only. Guaranteed response times are shown in Table 1.

TABLE 1	
Severity Level	Response Time
<b>Fatal</b>	90 Minutes
<b>Severe</b>	120 Minutes
<b>Medium</b>	1 day
<b>Minor</b>	3 days

The severity levels shown in Table 1 are defined below and refer to all mode types.

- **Fatal:** Complete degradation (>50% System Failure) — all users and critical functions affected. Item or service completely unavailable, including but not limited to:
  - The central software system is unreachable by City users.
  - The central software system is accessible, but there is no telematics data being presented to the user.
- **Severe:** Significant degradation (20% - 49% System Failure) — large percentage of users or critical functions affected, including but not limited to:
  - Electronic displays not connecting to server, displays not updating properly, loss of power to hardware, software system is inaccessible for majority of users.
- **Medium:** Limited degradation (10% - 19% System Failure) — limited number of users or non-critical functions affected. Business processes can continue. These may include but are not limited to the following:
  - Non-functioning electronic display; and

- Non-functioning central system software.
- **Minor:** Small degradation (<10% System Failure) —one user affected. Business processes can continue.
  - Any software/hardware defect that does not drastically impact critical business functions.

## MARKETING & BRANDING

The City requires electronic displays and software to allow for custom branding options to be displayed throughout all electronic displays.

## APPENDIX A

### Bus Station Specifications

	Stop ID	Location Description	Sign Mount	Shelter	Bench Type	Latitude	Longitude
1	2543	Wilsonville High School WB	Surface	Tolar MFG	Within Shelter	45.30723	-122.74941
2	2696	Old Town Square - Fred Meyer	None	None	None	45.30138	-122.77141
3	2613	Community Center / City Hall	Direct Bury	None	None	45.30413	-122.75960
4	2605	Bailey St - Subaru Dealership	Direct Bury	None	None	45.29986	-122.77116
5	2627	Town Center Park at Courtside Dr.	Surface	None	Pole Bench	45.30578	-122.76266
6	2460	Rain Garden Apts.	None	None	None	45.30881	-122.79426
7	1000	Canby Transit Center	Surface	Other	Within Shelter	45.26316	-122.69172
8	2695	Town Center Shopping - Safeway	None	None	None	45.30443	-122.76312
9	2409	Wilsonville Rd at Brown Rd EB	Direct Bury	OCE	Within Shelter	45.30213	-122.78609
10	2438	Wood Middle School	Direct Bury	OCE	Within Shelter	45.29988	-122.79038
11	2641	Goodwill at Courtside Dr.	Surface	None	Pole Bench	45.30563	-122.76338
12	2498	29911 Boones Ferry Rd - Route 4	Surface	None	Pole Bench	45.30369	-122.77199
13	2655	Boones Ferry Rd - Fred Meyer	Surface	CEC	Within Shelter	45.30092	-122.77322
14	2482	Renaissance Court Apts.	None	None	None	45.30959	-122.79601
15	2080	Meridian Creek Middle School	Surface	CEC	Within Shelter	45.31551	-122.74008
16	2465	Charleston Apts.	None	None	None	45.31083	-122.79633
17	2256	Town Center Park at Parkway Ct NB	Direct Bury	Custom	Within Shelter	45.30666	-122.76423
18	2351	Argyle Square NE at Elligsen Rd SB	Direct Bury	CEC	Within Shelter	45.33541	-122.76363
19	2040	Wilsonville Rd at Graham Oaks Nature Park	Direct Bury	Custom	Within Shelter	45.29706	-122.79822
20	2359	Canyon Creek Rd at Canyon Creek Apts. SB	Direct Bury	CEC	Within Shelter	45.32921	-122.75728
21	2673	10100 Block SW Commerce Cir - Connect to TriMet 96	Direct Bury	None	Pole Bench	45.33519	-122.77552

#### Shelter Manufacture Key

OCE Oregon Correction Enterprise  
 CEC Columbia Equipment Company

#### Sign Mount Key

Surface Mounted in or on concrete  
 Direct Bury Mounted in soil  
 None No sign pole mounted

### 10.1 Base Proposal

Line-Item Description	Units	Unit Cost	Total Cost
<b>13" Axentia E-Paper Display</b> Includes all mounting hardware, text-to-speech audio announcements, 3 years of cellular service and 3 years of software licenses and a 3 year extended product warranty	21	\$6,666.67	\$140,000
Project Implementation and Training	1	\$28,089.89	\$28,089.89
Installation of Signs	21	\$1,010.64	\$21,223.47
Installation of Poles	5	\$998.75	\$4,993.76
Shipping and Handling	1	\$5,617.98	\$5,617.98
<b>TOTAL</b>			<b>\$199,925.09</b>

### 10.2 Options Available to SMART

Line-Item Description	Units	Unit Cost	Total Cost
Spare 13" Axentia E-Paper Displays (optional but strongly recommended)	2	\$6,666.67	\$13,333.34
PV Stop + Pole Mounted Security Downlight	13	\$1,530	\$19,890



## CITY COUNCIL MINUTES

February 06, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

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### CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

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

### PRESENT

Mayor Fitzgerald  
Council President Akervall  
Councilor Linville  
Councilor Berry  
Councilor Dunwell

### STAFF PRESENT

Bryan Cosgrove, City Manager  
Amanda Guile-Hinman, City Attorney  
Jeanna Troha, Assistant City Manager  
Beth Wolf, Senior Systems Analyst  
Kimberly Veliz, City Recorder  
Dan Pauly, Planning Manager  
Matt Lorenzen, Economic Development Manager  
Andrew Barrett, Capital Projects Engineering Manager  
Robert Wurpes, Chief of Police  
Brenda Evans, Behavioral Health Unit  
Mike Nacrelli, Civil Engineer  
Shasta Sasser, Library Director  
Bill Evans, Communications & Marketing Manager

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

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

Motion made by Councilor Akervall, Seconded by Councilor Berry.

**Voting Yea:**

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

**Vote:** Motion carried 5-0.

## **MAYOR'S BUSINESS**

At the beginning of the Mayor's Business portion of the agenda, the following was announced:

### City Council Meeting

- Due to the Presidents' Day Holiday, the next City Council meeting was scheduled for Thursday, February 23, 7:00 p.m.

## 4. Boards/Commissions Appointments

### Development Review Board – Appointment

Appointment of Alice Galloway Neeley to the Development Review Board for a term beginning 2/6/2023 to 12/31/2024.

**Motion:** Moved to ratify the appointment of Alice Galloway Neeley to the Development Review Board for a term beginning 2/6/2023 to 12/31/2024.

Motion made by Councilor Akervall, Seconded by Councilor Linville.

**Voting Yea:**

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

**Vote:** Motion carried 5-0.

### Kitakata Sister City Advisory Board – Appointment

Appointment of Jenelle Reid to the Kitakata Sister City Advisory Board for a term beginning 2/6/2023 to 12/31/2025.

**Motion:** Moved to ratify the appointment of Jenelle Reid to the Kitakata Sister City Advisory Board for a term beginning 2/6/2023 to 12/31/2025.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

**Voting Yea:**

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

**Vote:** Motion carried 5-0.

## 5. Upcoming Meetings

The Mayor reported on the following:

### Black History Month

- The Mayor recognized that February was Black History Month.
- The Mayor then noted there were a number of activities occurring around the region and state to celebrate.
- It was recalled that Black History Month was recognized by the City Council as part of the Wilsonville Cultural Calendar, which was developed by the City's Diversity, Equity, and Inclusion (DEI) Committee.
- The Mayor explained that the City's Cultural Calendar gave the Council an opportunity to look at cultural activities and share them. The Mayor then reported on a book written by Viola Davis about her life.

### Clackamas County Letter

- The Mayor summarized a draft letter Council received from Clackamas County to the Joint Committee on Semiconductors (dated February 6, 2023).
- The Mayor recommended Council respond to the Committee on their opinion of the matter.
- It was explained that the City discussed this matter with Clackamas County multiple times.
- Moreover, the Council had expressed interest in helping to find acreage and continue with the success in developing industrial sites.
- Furthermore, Council had expressed their commitment to maintaining the valuable farmland that adjoins Wilsonville. This area was often referred to as French Prairie South.
- In the draft letter from Clackamas County, one of the location suggestions was acreage in the unincorporated Clackamas County located south of Wilsonville and the Willamette River bordered by Interstate 5 (I-5) on the west, Arndt Road on the south, Airport Road on the east, and Miley Road on the north. The site was comprised of approximately 400 gross acres.
- Another location suggested by Clackamas County was an area in unincorporated Clackamas County described as south of Stafford Triangle and south of Interstate 205 (I-205).

In consideration of Council's prior discussions about this matter, City's Legislative Agenda and Council Goals the Mayor requested a motion to work with City staff to compose a letter reconfirming Council's commitment.



**Motion:** Moved under the Mayor's signature that Council send a letter reaffirming Council commitment to the co-chairs of the Joint Committee on Semiconductor (copying Clackamas County Board of Commissioners), reaffirming Council's position on the development of the property south of Miley Road. The letter would clarify and make it clear that the City of Wilsonville position has not changed on south of the river, and that Council was equally concerned about Stafford Triangle and the area that would come into the City of Wilsonville infrastructure from the Stafford Triangle, which was near Norwood.

Motion made by Councilor Linville, Seconded by Councilor Akervall.

Councilor Linville commented she had reviewed the draft letter from the Clackamas County Administrator Gary Schmidt. Furthermore, she was disappointed that the first sentence of the letter indicated that Administrator Schmidt wrote the letter on behalf of Clackamas County, and their city partners. Councilor Linville did not believe the City of Wilsonville would be considered partners in this proposal.

The City Manager reported the Economic Development Manager made it clear to Clackamas County staff the City of Wilsonville's position on the south of the river option had not changed. The City Manager ensured Council the response letter would clarify again that cities develop infrastructure. In addition, the City of Wilsonville's good record of accomplishment for developing industrial production would be noted.

**Voting Yea:**

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

**Vote:** Motion carried 5-0.

League of Oregon Cities Day at the State Capitol

- Council President Akervall and the Mayor attended a daylong event in Salem. They heard from Governor Kotek, legislators, and other leaders.
- The duo met with state legislators, including Wilsonville's Representative Courtney Neron and Senator Aaron Woods. At which time they presented Wilsonville and SMART's legislative agenda, and lobbied the City Council's priority bills.
- The Mayor and Council President had the opportunity to network with other mayors and city councilors from various cities.
- The Mayor shared she spoke to the Mayor of Salem and learned Salem has the second highest rate of homelessness per population than any other place in the country. She elaborated that were a number of reasons for the high rate.

Clackamas Cities Association (CCA) Dinner

- The Mayor, City Manager, and Assistant City Manager along with other elected officials from across Clackamas County attended the dinner hosted by Oregon City.
- A presentation and tour of the new Oregon City engineering and operations center took place at the event.

### Meeting with Metro Councilor Garrett Rosenthal

- Mayor and staff had the opportunity to meet with Metro Councilor Garrett Rosenthal.
- At the meeting, the Regional Transportation Plan that was under development was reviewed.
- Moreover, legislative priorities for City and SMART were discussed.
- There was discussion on the bills dealing with intergovernmental coordination and planning for the Aurora State Airport.
- In addition, the proposed Oregon Department of Transportation (ODOT) study of extending the WES commuter train from Wilsonville to Salem was discussed. It was mentioned that the City Councils of Aurora, Donald, Salem, and Woodburn had endorsed that bill.

### Clackamas County Coordinating Committee (C4)

- Representatives of Clackamas County cities, special districts discussed a number of topics on transportation and recommended appointments to two regional intergovernmental bodies:
  1. ODOT Region 1 Area Commission on Transportation
  2. ODOT's Regional Toll Advisory Committee

### Greater Portland Inc. (GPI)

- GPI was planning a "Best Practices" tour of area cities to include Wilsonville, Hillsboro, Vancouver, Gresham, and Portland.
- It was estimated that about a hundred individuals from regional businesses and governments would participate in the tour.

## **COMMUNICATIONS**

### 6. Behavioral Health Unit Mental Health Clinician Introduction

Robert Wurpes, Chief of Police introduced Stacy England with Clackamas County Mental Health Services and Brenda Evans the City's new Mental Health Specialist. It was explained that as the Mental Health Specialist Brenda Evans would lead Wilsonville Police Department's response to mental health emergencies, provide follow-up care, support, and connections to resources.

After the presentation, Council welcomed Brenda.

In closing, the Communications & Marketing Manager was asked to write an article in the Boones Ferry Messenger about new Behavioral Health Unit Mental Health Clinician and the services offered.

### 7. Boeckman Road Corridor Project Update

Andrew Barrett, Capital Projects Engineering Manager introduced the presentation on the Boeckman Road Corridor Project and the team. Team members from Tapani Sundt included Ryan Silbernagel, Project Manager and Shane Makowski, Design Build Coordinator. The team then displayed a PowerPoint briefing City Council on the project. The PowerPoint displayed has been added to the record.

Council questions proceeded after the presentation.

## **CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS**

This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Staff and the City Council will make every effort to respond to questions raised during citizen input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

Sean Leahy, Wilsonville resident requested that the street name of SW Columbine Avenue be renamed. He reminded Council this name was associated with a mass shooting. In addition, Sean Leahy submitted an email with this request, which was added to the record.

The Mayor asked the City Manager to research and respond to this concern.

Wilsonville Public Library Foundation President Bob Renfro and Board Member Maegan Vidal summarized the work done by the Foundation and announced the Stay at Home and Read Fundraiser. The event, which was scheduled to take place February 16-19, 2023, benefited the Wilsonville Public Library.

Council appreciated the Wilsonville Public Library Foundation for their efforts.

## **COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS**

### **8. Council President Akervall**

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

- League of Oregon Cities (LOC) Day at the Capital
- Toured the Public Works building site
- Regional Water Providers Consortium meeting

### **9. Councilor Linville**

Councilor Linville reported on the below events, she attended:

- Clackamas Workforce Partnership Board of Directors meeting on January 19, 2023
- Budget Committee on February 1, 2023

Councilor Linville announced she would participant in these upcoming activities:

- Present about Wilsonville now and in the future with Councilor Berry at the Charbonneau Women's Association on February 13, 2023
- Rescheduled Clackamas Community College Facility Tour with Dr. David Plotkin on May 10, 2023
- Greater Portland Inc. (GPI) "Best Practices" Tour

Councilor Linville mentioned she was disappointed to hear the Oregon Department of Aviation is not supportive of the proposed legislation by Representative Courtney Neuron and Senator Aaron Woods. The legislation is for collaboration with the community as it relates to the Aurora Airport.

Councilor Linville informed that in celebration of Black History month Comcast was offering a number of free movies. She then shared her movie and book recommendations.

#### 10. Councilor Berry

Councilor Berry attended and reported on the subsequent events:

- Tourism Promotion Committee on January 25, 2023
- League of Oregon Cities (LOC) Elected Officials Conference on January 26, 2023
- Metro Clackamas County Coordinating Committee (C4) on February 4, 2023

Councilor Berry planned to attend the below upcoming meeting:

- Metro C4 Subcommittee on February 10, 2023

#### 11. Councilor Dunwell

Councilor Dunwell reported out on the below:

- Willamette Falls and Landing Heritage Association Retreat and pre meetings with Executive Director Britta Stewart and Executive Director Russ Axelrod on February 3, 2023

Councilor Dunwell announced she planned to participate in the following:

- Ride Along with the Wilsonville Police Department on February 10, 2023
- Clackamas County Sheriff's Citizens Academy in April 2023

### CONSENT AGENDA

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

#### 12. **Resolution No. 2997**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Enter Into An Amendment To The Development Agreement With Taylor Morrison Northwest, LLC Regarding The Completion Of Improvements Associated With Regional Park 5.

#### 13. **Resolution No. 3008**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Consor North America, Inc. To Provide Engineering Consulting Services For The West Side Level B Reservoir And 24-Inch Transmission Main Project (Capital Improvement Project #1149).

#### 14. **Resolution No. 3018**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Century West Engineering For Engineering Consulting Services For The 2023 Street Maintenance Project (Capital Improvement Project No. 4014).

**15. Resolution No. 3038**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Goods And Services Agreement With Absco Solutions For The Security And Access Controls For The Public Works Complex (CIP # 8113).

**16. Minutes of the January 19, 2023 City Council Meeting.**

**Motion:** Moved to approve the Consent Agenda as read.

Motion made by Councilor Berry, Seconded by Councilor Linville.

**Voting Yea:**

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

**Vote:** Motion carried 5-0.

**NEW BUSINESS**

There was none.

**CONTINUING BUSINESS**

There was none.

**PUBLIC HEARING**

There was none.

**CITY MANAGER'S BUSINESS**

The City Manager reminded Council to take the Core Strength quiz prior to the City Council Retreat.

Council was encouraged to contact the Public Works Director or Public Works Operations Manager to schedule a tour of the Public Works building construction site.

**LEGAL BUSINESS**

There was none.

**ADJOURN**

The Mayor adjourned the meeting at 8:21 p.m.

Respectfully submitted,

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Kimberly Veliz, City Recorder

ATTEST:

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Julie Fitzgerald, Mayor

DRAFT



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> February 23, 2023		<b>Subject: Resolution No. 3036</b> Authorizing Acquisition of the First Property and Property Interests Related to Construction of the Boeckman Road Corridor Project (CIP#s 2102, 4205, 4206, 4212, and 7067)  <b>Staff Member:</b> Andrew Barrett, P.E. Capital Projects Manager and Nancy Kraushaar, P.E., Project Engineer  <b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt Resolution No. 3036.			
<b>Recommended Language for Motion:</b> I move to adopt Resolution No. 3036.			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities: Goal 1.5. Implement existing transportation plans and advance planning efforts to improve our local transportation network.	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan Project UU-01	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

A City of Wilsonville resolution authorizing acquisition of the first properties and property interests associated with the Boeckman Road Corridor Project (BRCP).

## EXECUTIVE SUMMARY:

The Boeckman Road Corridor Project (BRCP) consists of five adjacent and interconnected, high priority Capital Improvement Projects (CIP) from adopted master plans along Boeckman Road between Canyon Creek Road and Stafford Road. The BRCP will benefit the public by improving City infrastructure and safety deficiencies. The five BRCP projects include:

- Boeckman Road Sanitary Sewer – CIP #2102 – extends sanitary sewer service to the Frog Pond development areas
- Boeckman Road Street Improvements – CIP #4205 – completes urban street design standards that will serve all transportation modes and connect neighborhoods and local schools
- Canyon Creek/Boeckman Intersection – CIP #4206 – addresses intersection capacity needs at Canyon Creek Road
- Boeckman Dip Bridge – CIP #4212 – improves city-wide transportation connectivity and improve safety and fish passage deficiencies associated with the Boeckman “Dip” and culverts at Boeckman Creek
- Meridian Creek Culvert Replacement – CIP #7067 – replaces undersized culverts at Meridian Creek



In addition, a section of the Boeckman Regional Trail will be constructed beneath the new bridge, connecting to the existing trail system in the Frog Pond neighborhoods. As part of the bridge construction, the existing roadway fill material will be removed, reestablishing natural wildlife passage through the restored creek channel.

Construction of the Boeckman Road Corridor Project requires wider right-of-way and a variety of easement types in certain locations along the corridor to achieve design standards and project goals. The design team is carefully reviewing up to 29 property interests that may be required. Some of these will be eliminated through design refinements. Over the next three to six months, the project team will bring two to three property acquisition authorization resolutions to the City Council for the purpose of acquisition activities in accordance with ORS Chapter 35.

Based on project schedule priority, Resolution No. 3036 pertains to the first group of BRCP property interests. **Table 1** (below) summarizes the proposed Group 1 acquisitions which are for Right-of-Way Dedication (ROW), Temporary Construction Easement (TCE), Access Easement (Access), or Public Utility Easement (PUE).



**Table 1 – Group 1 BRCP Property Acquisitions**

Parcel #	Owner	Tax Map and Lot	Parcel #	Acquisition Type	Approx. Area, sf
1	Community of Hope Church	3 1 W 12DD 00300	1	ROW	409
			2	PUE	721
			3	Access	993
			4	TCE	1160
2	Community of Hope Church	3 1 W 12DD 05900	1	TCE	25
7	Stafford Meadows Homeowners Assn.	3 1 W 12DD 05400	1	TCE	4917
9	West Linn-Wilsonville School District	3 1 W 12DC 04500	1	ROW	5074
			2	PUE	4832
26	Arbor Crossing Homeowners Assn.	3 1 W 13AB 15612	1	TCE	4717

Detailed legal descriptions of the property to be acquired along with illustrative maps are included as Exhibit A to Resolution No. 3036. The legal descriptions reflect the least amount of property necessary for construction of these portions of the project.

The legal descriptions included in Exhibit A include the best estimates of areas to be acquired based on the most current design plans. They are considered to be reasonably accurate at this time, although modifications may need to occur depending on final design details and site conditions, to be approved and verified by the City Engineer.

#### **EXPECTED RESULTS:**

Resolution No. 3036 provides the authority needed for the design team to move forward with acquisition activities in accordance with ORS Chapter 35 and will allow the BRCP to remain on schedule and be completed by the end of 2024.

#### **TIMELINE:**

The City's consultant will undertake the formal property acquisition process following Resolution No. 3034 adoption. Staff will be notifying property owners before the formal process begins. Construction of the BRCP is expected to begin in second quarter of 2023 and be completed by the end of 2024.

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

Property acquisition costs are included in the Fiscal Year (FY) 2022-23 budget, summarized as follows.

CIP No.	Project Name	Funding Source	Amended FY 22/23 Total Budget
2102	Boeckman Rd Sanitary Improvements	Sewer SDC/ Frog Pond Fee	\$1,261,765
4205	Boeckman Rd Street Improvements	Street SDC/ Frog Pond Fee	\$5,413,063
4206	Canyon Creek/Boeckman Traffic Signal	Street SDC	\$1,491,749
4212	Boeckman Dip Bridge	Year 2000 URA/ Road CIP	\$20,606,532
7067	Meridian Creek Culvert	Storm Ops/ SDC	\$471,025
TOTAL			\$29,244,134

#### COMMUNITY INVOLVEMENT PROCESS:

Over the years, public engagement occurred for the Boeckman Dip Bridge and Boeckman Road Improvements projects through the Transportation System Plan, Frog Pond Master Plan, and Urban Renewal Year 2000 Plan Amendment processes as well as preliminary planning and engineering for the bridge itself.

The BRCP design began in early 2022 with public outreach activities kicking off, including frequent project updates to the community and opportunities to seek input from the public and to provide feedback on project priorities and concerns. Several public events have been held, including the 2022 Block Party, Popsicles in the Park, two open houses at Meridian Creek Middle School, and a project survey on Let's Talk, Wilsonville!

Ongoing outreach and public participation (specifically information about the full road closure while the bridge is constructed) is occurring through the project website, the monthly project e-newsletter, text alerts about travel conditions related to the project, Boones Ferry Messenger articles, and a project survey on Let's Talk Wilsonville. The project team also continues to communicate with individual stakeholders.

Link to project website: <https://www.ci.wilsonville.or.us/engineering/page/boeckman-road-corridor-news-and-updates>

Link to news updates on the project:

<https://www.ci.wilsonville.or.us/engineering/page/boeckman-road-corridor-news-and-updates>

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

The BRCP includes roadway improvements necessary to provide safe and accessible transportation infrastructure, improving the City's local transportation network and benefitting the community. Upsizing and realigning the existing Meridian Creek culverts will alleviate potential flooding risks and property damage. The future roundabout at the Canyon Creek/Boeckman intersection will offer a safer, more efficient transportation connection along an important school access route and transition between office/industrial on the north and west to residential neighborhoods on the south and east. The future bridge will flatten the "dip", provide safer travel conditions for all users, and improve fish and wildlife habitat in the watershed. The sanitary sewer extension will serve the Frog Pond development areas.

**ALTERNATIVES:**

Resolution No. 3036 is necessary to acquire right-of-way and easements that are necessary to construct the BRCP. The only alternative is to not acquire the property necessary to construct the project as designed which will result in substandard design and safety standards, and gaps within the Boeckman Road corridor infrastructure and the goals of the BRCP unfulfilled.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3036
  - A. Boeckman Road Corridor Property Acquisition Legal Descriptions – Group I

**RESOLUTION NO. 3036****A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING ACQUISITION OF PROPERTY AND PROPERTY INTERESTS RELATED TO CONSTRUCTION OF THE BOECKMAN ROAD CORRIDOR PROJECT.**

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 Boeckman Road Corridor Project (the “Project”) consists of five adjacent and interconnected, high priority Capital Improvement Projects (CIP) along Boeckman Road between Canyon Creek Road and Stafford Road:

- Boeckman Road Sanitary Sewer – CIP #2012 – extends sanitary sewer service to the Frog Pond development areas
- Boeckman Road Street Improvements – CIP #4205 – completes urban street design standards that will serve all transportation modes and connect neighborhoods and local schools
- Canyon Creek/Boeckman Intersection – CIP #4206 – addresses intersection capacity needs at Canyon Creek Road
- Boeckman Dip Bridge – CIP #4212 – improves city-wide transportation connectivity and improve safety and fish passage deficiencies associated with the Boeckman “Dip” and culverts at Boeckman Creek
- Meridian Creek Culvert Replacement – CIP #7067 – replaces undersized culverts at Meridian Creek

WHEREAS, these five projects are identified in the FY 2022/23 Capital Improvement Project Budget; and

WHEREAS, the total project cost estimate for the Project, including design, land acquisition, construction and project management, is \$30,673,226 million; and

WHEREAS, the Project will receive funding through the following funding sources: Sanitary Sewer SDCs, Street SDCs, Storm Ops and SDCs, Road CIP and Year 2000 Urban Renewal Plan; and

WHEREAS, construction is anticipated to begin on or after March 15, 2023; and

WHEREAS, in order to construct the Project, the City needs to acquire up to 29 properties that will be presented in two or three groups for Council acquisition authority by resolution; and

WHEREAS, the Group 1 properties consist of approximately 5,483 square feet (SF) of Right-of-Way Dedication, 10,819 SF of Temporary Construction Easement, and 993 SF of Access easement, and 5,553 of Public Utility Easement; and

WHEREAS, the Group 1 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 of the properties 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 judgment 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 be acquired using both City and Urban Renewal funds, but title to the acquired land will vest in the name of the City of Wilsonville to provide for necessary care, maintenance and public safety authority; and

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 street improvements;
- 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 street 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, Universal Field Services, Inc., 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** in order to meet the right-of-way certification deadline necessary to begin construction in March 2023 or after and complete Project construction in a timely and efficient manner.

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 6<sup>th</sup> day of February, 2023, and filed with the Wilsonville City Recorder this date.

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JULIE FITZGERALD, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

- A. Boeckman Road Corridor Property Acquisition Legal Descriptions – Group 1

## Property Acquisitions Summary

## Resolution No. 3036

## Group 1 BRCP Property Acquisitions Summary

Parcel #	Owner	Tax Map and Lot	Parcel #	Acquisition Type	Approx. Area, sf
1	Community of Hope Church	3 1 W 12DD 00300	1	ROW	409
			2	PUE	721
			3	Access	993
			4	TCE	1160
2	Community of Hope Church	3 1 W 12DD 05900	1	TCE	25
7	Stafford Meadows Homeowners Assn.	3 1 W 12DD 05400	1	TCE	4917
9	West Linn-Wilsonville School District	3 1 W 12DC 04500	1	ROW	5074
			2	PUE	4832
26	Arbor Crossing Homeowners Assn.	3 1 W 13AB 15612	1	TCE	4717



# CITY OF WILSONVILLE BOECKMAN ROAD CORRIDOR PROJECT RIGHT OF WAY REQUEST - PACKAGE 1



WILSONVILLE  
OREGON

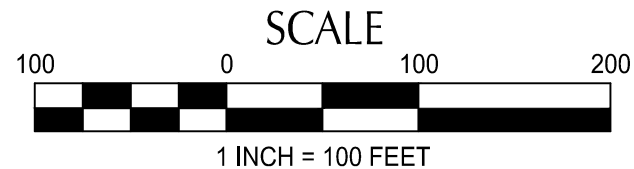
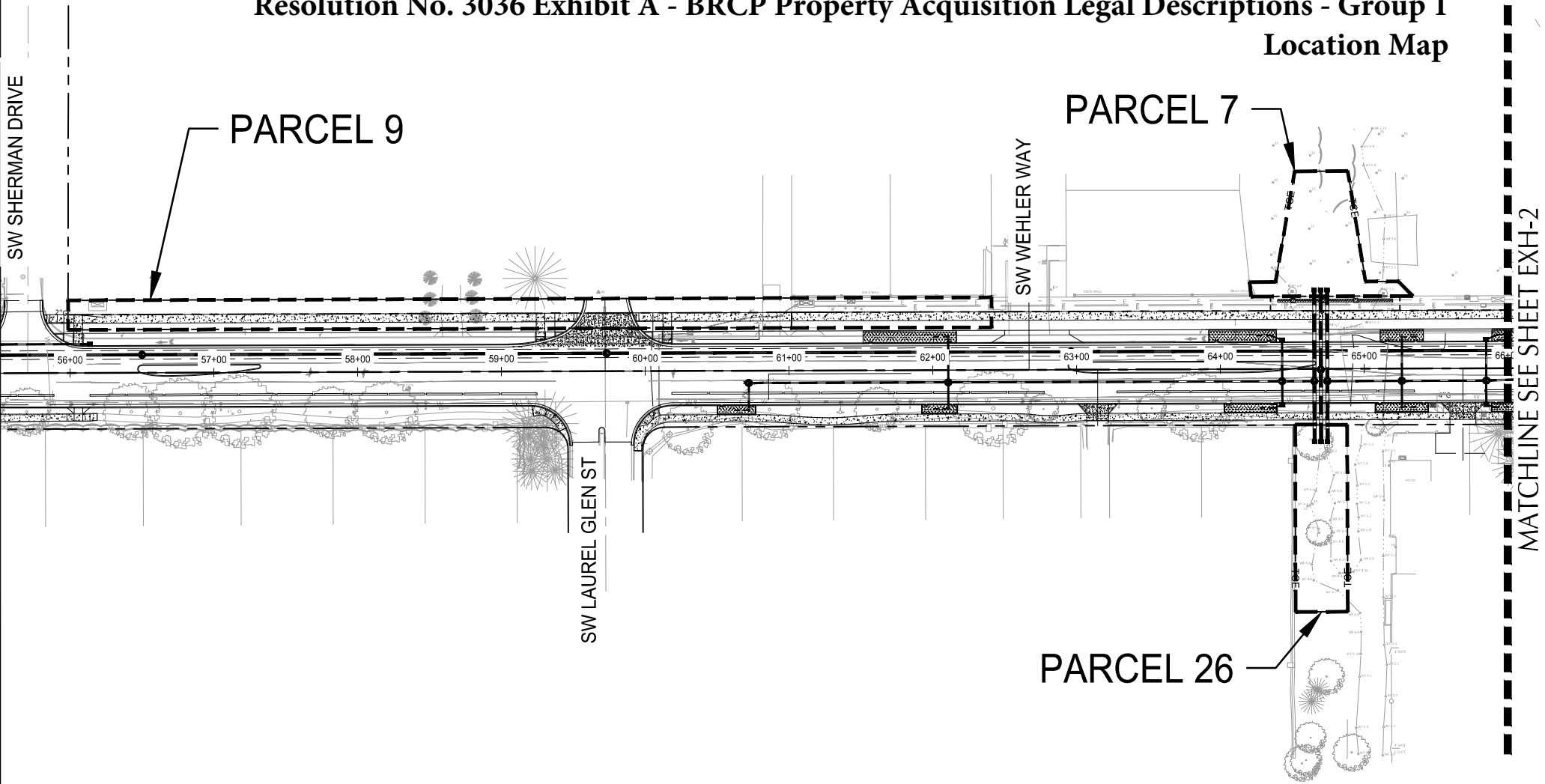


TAPANI | SUNDT  
IN ASSOCIATION WITH KPFF

Item 13.

111 SW Fifth Ave., Suite 2600  
Portland, OR 97204  
O: 503.542.3860  
F: 503.274.1681  
[www.kpff.com](http://www.kpff.com)

## Resolution No. 3036 Exhibit A - BRCP Property Acquisition Legal Descriptions - Group 1 Location Map



# CITY OF WILSONVILLE BOECKMAN ROAD CORRIDOR PROJECT RIGHT OF WAY REQUEST - PACKAGE 1



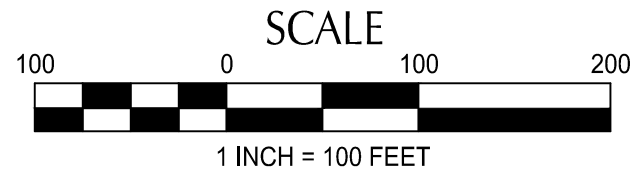
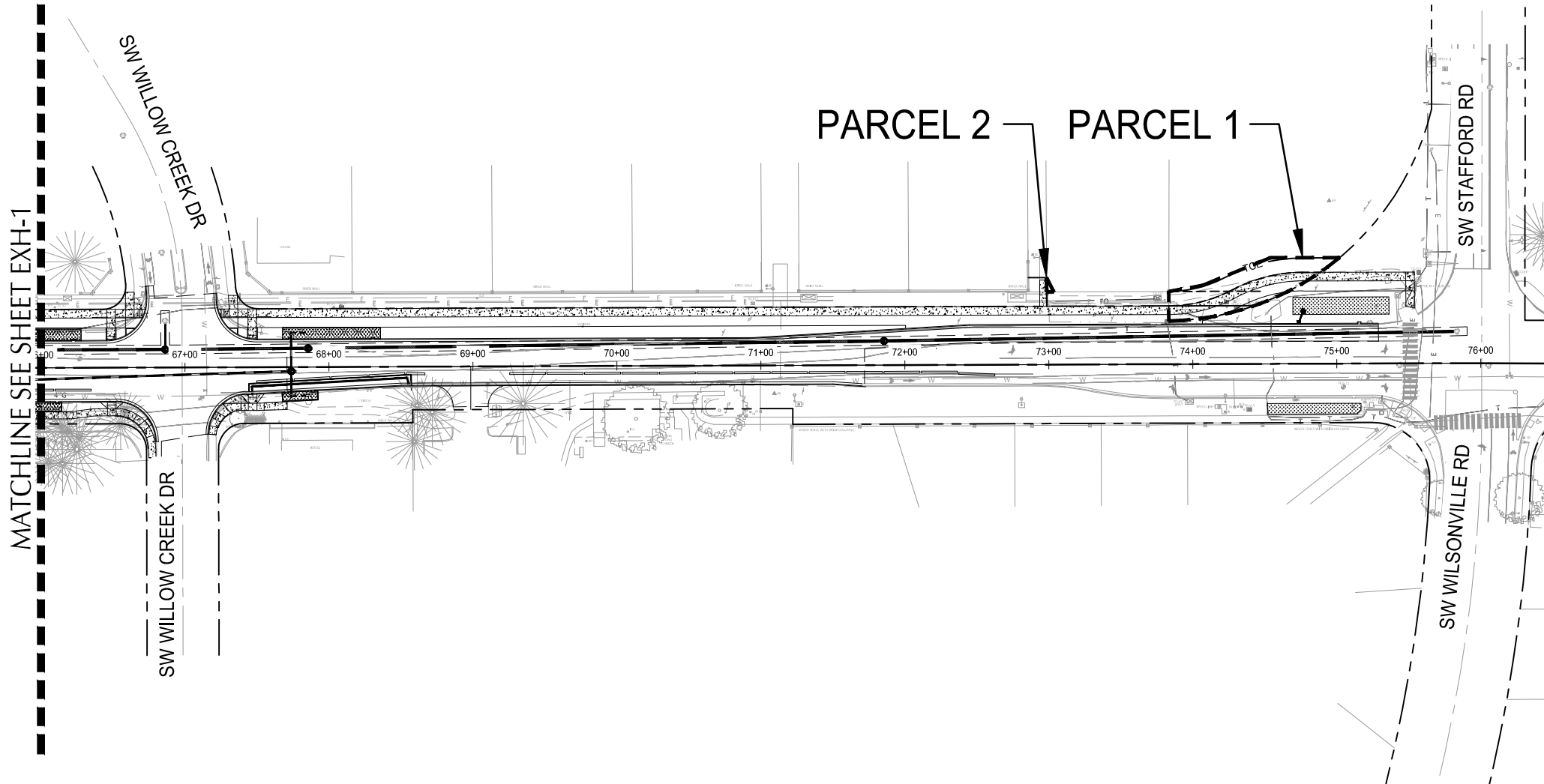
WILSONVILLE  
OREGON



**TAPANI|SUNDT**  
IN ASSOCIATION WITH KPFF

**Item 13.**

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SHEET NO.  
228  
**EXH-2**

**EXHIBIT "A"**

BOECKMAN ROAD (CR 80)  
 PROJECT NO. 2200028  
 FILE NO. XX  
 20 JANUARY 2023

TAXMAP: 31W12DD  
 TAXLOT: 00300

FOUR PARCELS OF LAND, BEING A PORTION OF PARCEL 1 "PARTITION PLAT NO. 2019-39", CLACKAMAS COUNTY PLAT RECORDS AS DESCRIBED IN DEED TO COMMUNITY OF HOPE, E.L.C.A., AN OREGON NON-PROFIT CORPORATION IN DOCUMENT NUMBER 99-094345, CLACKAMAS COUNTY DEED RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, THE SAID PARCELS BEING THAT PORTION OF SAID HOPE TRACT, LYING SOUTHERLY OF A LINE DESCRIBED BELOW BY STATION & OFFSET, FROM A CENTERLINE ALIGNMENT OF BOECKMAN ROAD DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SAID BOECKMAN ROAD CENTERLINE, SAID POINT IS A 3-1/4 INCH BRONZE DISK MARKING THE CORNER COMMON WITH SECTIONS 11, 12, 13 AND 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, BEING ENGINEER'S CENTERLINE STATION 23+05.17; THENCE ALONG THE CENTERLINE OF SAID BOECKMAN ROAD NORTH 89°31'41" EAST, 2645.85 FEET TO A 3-1/4 INCH BRONZE DISK MARKING THE ONE-QUARTER CORNER COMMON WITH SAID SECTIONS 12 AND 13, BEING ENGINEER'S CENTERLINE STATION 49+51.03; THENCE NORTH 89°48'44" EAST, 2649.58 FEET TO A 3-1/4 INCH BRONZE DISK MARKING THE CORNER COMMON WITH SAID SECTIONS 12 AND 13 AND SECTIONS 7 AND 18, TOWNSHIP 3 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, BEING ENGINEER'S CENTERLINE STATION 76+00.61; THENCE SOUTH 89°38'30" EAST, 499.39 FEET TO ENGINEER'S CENTERLINE STATION 81+00.00, BEING THE TERMINUS POINT OF SAID CENTERLINE DESCRIPTION, SAID POINT BEARS NORTH 89°38'30" WEST, 948.58 FEET FROM A 4-1/4 INCH ALUMINUM DISK MARKING THE ONE-QUARTER CORNER COMMON WITH SAID SECTIONS 7 AND 18.

**PARCEL 1 – RIGHT-OF-WAY DEDICATION**

A PARCEL OF LAND, BEING A PORTION OF SAID HOPE TRACT LYING SOUTHERLY OF A LINE DESCRIBED BELOW BY STATION & OFFSET, FROM A CENTERLINE ALIGNMENT OF BOECKMAN ROAD DEFINED ABOVE.

THE STATION/OFFSET IN FEET OF SAID LINE IS AS FOLLOWS:

<u>STATION</u>	<u>TO</u>	<u>STATION</u>	<u>WIDTH ON NORTHERLY SIDE OF CENTERLINE</u>
73+80.00		75+05.00	40.50

**EXCEPTING THEREFROM** THAT PORTION LYING WITHIN THE EXISTING RIGHT-OF-WAY OF BOECKMAN ROAD (CR 80).

CONTAINING 409 SQUARE FEET (0.009 ACRES), MORE OR LESS.

**PARCEL 2 – PUBLIC UTILITY EASEMENT**

A PARCEL OF LAND, BEING A PORTION OF SAID HOPE TRACT LYING SOUTHERLY OF A LINE DESCRIBED BELOW BY STATION & OFFSET, FROM A CENTERLINE ALIGNMENT OF BOECKMAN ROAD DEFINED ABOVE.

THE STATION/OFFSET IN FEET OF SAID LINE IS AS FOLLOWS:

<u>STATION</u>	<u>TO</u>	<u>STATION</u>	<u>WIDTH ON NORTHERLY SIDE OF CENTERLINE</u>
73+80.00		75+05.00	50.50

**EXCEPTING THEREFROM** THAT PORTION LYING WITHIN THE EXISTING RIGHT-OF-WAY OF BOECKMAN ROAD (CR 80).

CONTAINING 721 SQUARE FEET (0.016 ACRES), MORE OR LESS.

**PARCEL 3 – ACCESS EASEMENT**

A PARCEL OF LAND, BEING A PORTION OF SAID HOPE TRACT LYING SOUTHERLY OF A LINE DESCRIBED BELOW BY STATION & OFFSET, FROM A CENTERLINE ALIGNMENT OF BOECKMAN ROAD DEFINED ABOVE.

THE STATION/OFFSET IN FEET OF SAID LINE IS AS FOLLOWS:

<u>STATION</u>	<u>TO</u>	<u>STATION</u>	<u>WIDTH ON NORTHERLY SIDE OF CENTERLINE</u>
73+80.00		73+83.60	40.50
73+83.60		74+10.14	40.50 IN A STRAIGHT LINE TO 45.13
74+10.14		74+55.88	45.13 IN A STRAIGHT LINE TO 63.70
74+55.88		75+05.00	63.70

**EXCEPTING THEREFROM** THAT PORTION LYING WITHIN THE EXISTING RIGHT-OF-WAY OF BOECKMAN ROAD (CR 80).

CONTAINING 993 SQUARE FEET (0.023 ACRES), MORE OR LESS.

**PARCEL 4 – TEMPORARY CONSTRUCTION EASEMENT**

A PARCEL OF LAND, BEING A PORTION OF SAID HOPE TRACT LYING SOUTHERLY OF A LINE DESCRIBED BELOW BY STATION & OFFSET, FROM A CENTERLINE ALIGNMENT OF BOECKMAN ROAD DEFINED ABOVE.

THE STATION/OFFSET IN FEET OF SAID LINE IS AS FOLLOWS:

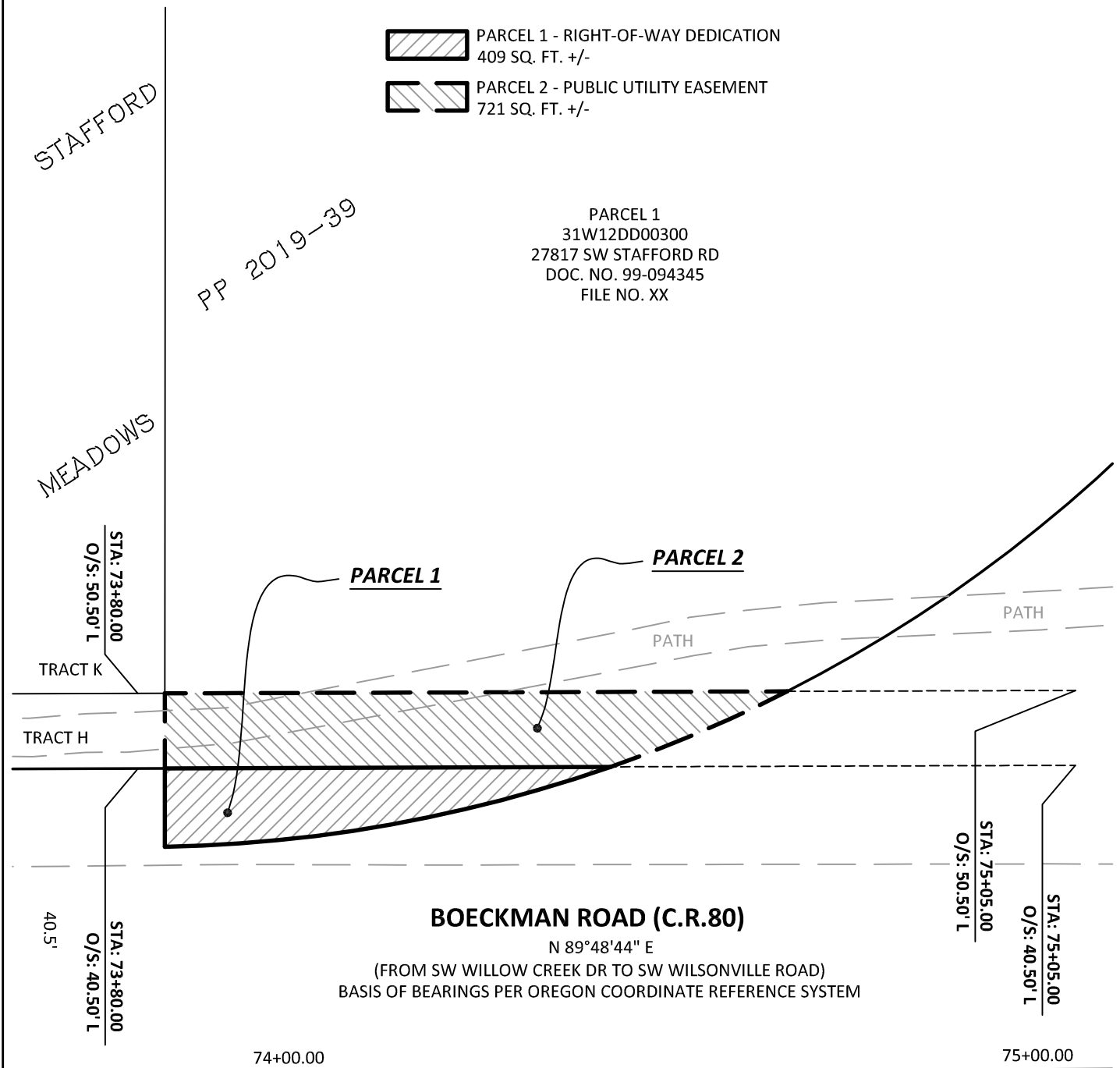
<u>STATION</u>	<u>TO</u>	<u>STATION</u>	<u>WIDTH ON NORTHERLY SIDE OF CENTERLINE</u>
73+80.00		73+83.60	50.50
73+83.60		74+07.35	50.50 IN A STRAIGHT LINE TO 54.79
74+07.35		74+53.93	54.79 IN A STRAIGHT LINE TO 73.70
74+53.93		75+05.00	73.70

**EXCEPTING THEREFROM** THAT PORTION LYING WITHIN THE EXISTING RIGHT-OF-WAY OF BOECKMAN ROAD (CR 80).

CONTAINING 1,160 SQUARE FEET (0.027 ACRES), MORE OR LESS.

THE BASIS OF BEARINGS IS THE OREGON COORDINATE REFERENCE SYSTEM (OCRS), PORTLAND ZONE. THE RESULTANT BEARING OF THE CENTERLINE OF BOECKMAN ROAD IS NORTH 89°48'44" EAST.

THE PARCELS OF LAND ARE SHOWN ON THE ATTACHED EXHIBIT 'B' AND BY THIS REFERENCE MADE A PART THEREOF.

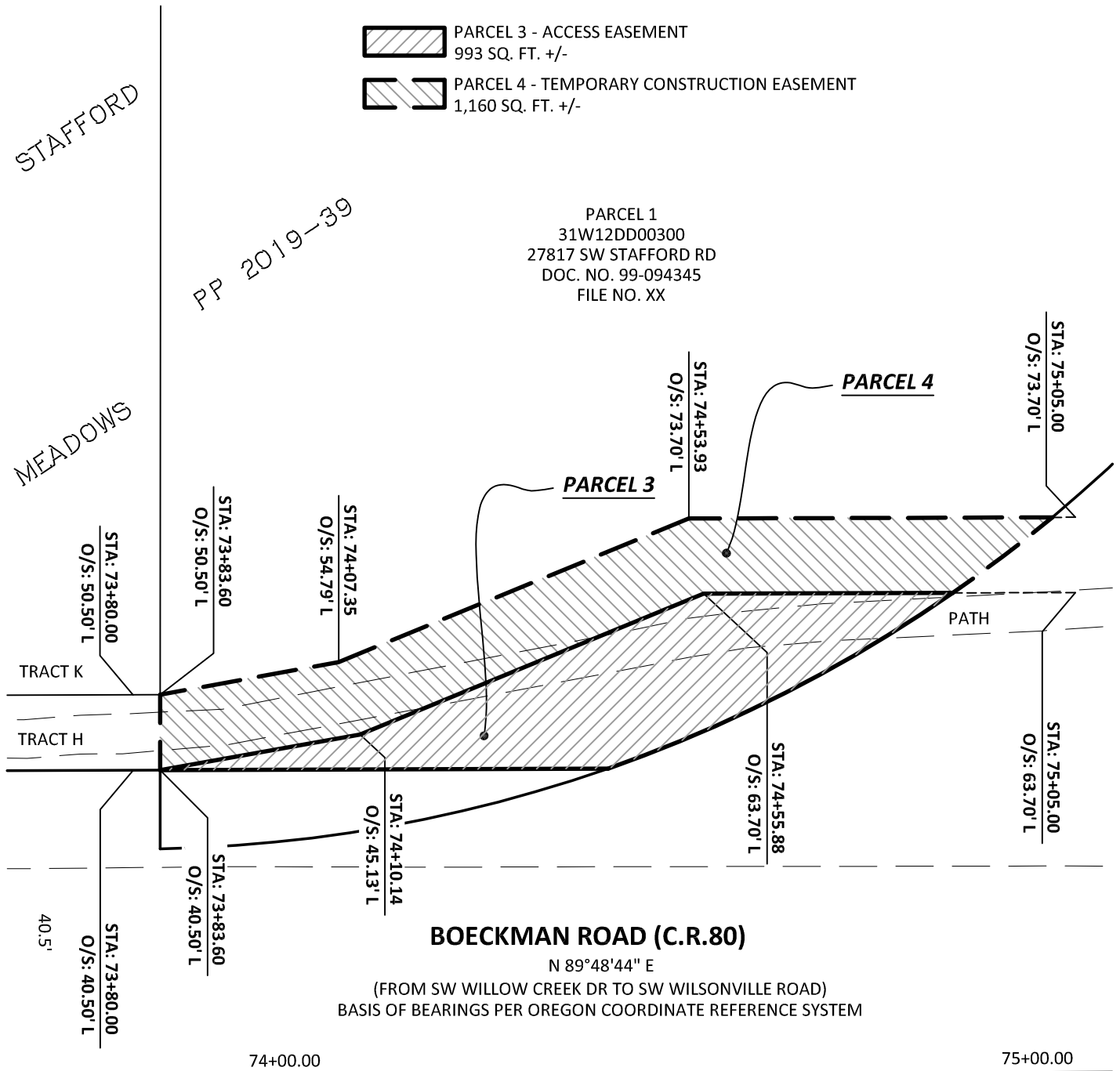


SCALE: 1" = 20'

**kpff**

111 SW Fifth Ave., Suite 2400  
Portland, OR 97204  
O: 503.227.3251  
F: 503.274.4681  
[www.kpff.com](http://www.kpff.com)

<b>EXHIBIT 'B'</b> RIGHT-OF-WAY DEDICATION AND PUBLIC UTILITY EASEMENT SE 1/4 SECTION 12 / TOWNSHIP 3 SOUTH / RANGE 1 WEST / W.M. CITY OF WILSONVILLE / CLACKAMAS COUNTY / OREGON	DATE: 20 JANUARY 2023
	DRAWN BY: CH
	CHECKED BY: JRD
	PROJECT NO. 2200028
	SHEET: 3



SCALE: 1" = 20'

**kpff**

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<b>EXHIBIT 'B'</b> ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT SE 1/4 SECTION 12 / TOWNSHIP 3 SOUTH / RANGE 1 WEST / W.M. CITY OF WILSONVILLE / CLACKAMAS COUNTY / OREGON	DATE: 20 JANUARY 2023
	DRAWN BY: CH
	CHECKED BY: JRD
	PROJECT NO. 2200028
	SHEET: 4

**EXHIBIT "A"**

BOECKMAN ROAD (CR 80)  
PROJECT NO. 2200028  
FILE NO. XX  
20 JANUARY 2023

TAXMAP: 31W12DD  
TAXLOT: 05900

A PARCEL OF LAND, BEING A PORTION OF TRACT K "STAFFORD MEADOWS", CLACKAMAS COUNTY PLAT RECORDS AS DESCRIBED IN DEED TO COMMUNITY OF HOPE, E.L.C.A., AN OREGON NON-PROFIT CORPORATION IN DOCUMENT NUMBER 2019-026278, CLACKAMAS COUNTY DEED RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, THE SAID PARCEL BEING THAT PORTION OF SAID HOPE TRACT, LYING SOUTHERLY OF A LINE DESCRIBED BELOW BY STATION & OFFSET, FROM A CENTERLINE ALIGNMENT OF BOECKMAN ROAD DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SAID BOECKMAN ROAD CENTERLINE, SAID POINT IS A 3-1/4 INCH BRONZE DISK MARKING THE CORNER COMMON WITH SECTIONS 11, 12, 13 AND 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, BEING ENGINEER'S CENTERLINE STATION 23+05.17; THENCE ALONG THE CENTERLINE OF SAID BOECKMAN ROAD NORTH 89°31'41" EAST, 2645.85 FEET TO A 3-1/4 INCH BRONZE DISK MARKING THE ONE-QUARTER CORNER COMMON WITH SAID SECTIONS 12 AND 13, BEING ENGINEER'S CENTERLINE STATION 49+51.03; THENCE NORTH 89°48'44" EAST, 2649.58 FEET TO A 3-1/4 INCH BRONZE DISK MARKING THE CORNER COMMON WITH SAID SECTIONS 12 AND 13 AND SECTIONS 7 AND 18, TOWNSHIP 3 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, BEING ENGINEER'S CENTERLINE STATION 76+00.61; THENCE SOUTH 89°38'30" EAST, 499.39 FEET TO ENGINEER'S CENTERLINE STATION 81+00.00, BEING THE TERMINUS POINT OF SAID CENTERLINE DESCRIPTION, SAID POINT BEARS NORTH 89°38'30" WEST, 948.58 FEET FROM A 4-1/4 INCH ALUMINUM DISK MARKING THE ONE-QUARTER CORNER COMMON WITH SAID SECTIONS 7 AND 18.

**PARCEL 1 – TEMPORARY CONSTRUCTION EASEMENT**

A PARCEL OF LAND, BEING A PORTION OF SAID HOPE TRACT LYING SOUTHERLY OF A LINE DESCRIBED BELOW BY STATION & OFFSET, FROM A CENTERLINE ALIGNMENT OF BOECKMAN ROAD DEFINED ABOVE.

THE STATION/OFFSET IN FEET OF SAID LINE IS AS FOLLOWS:

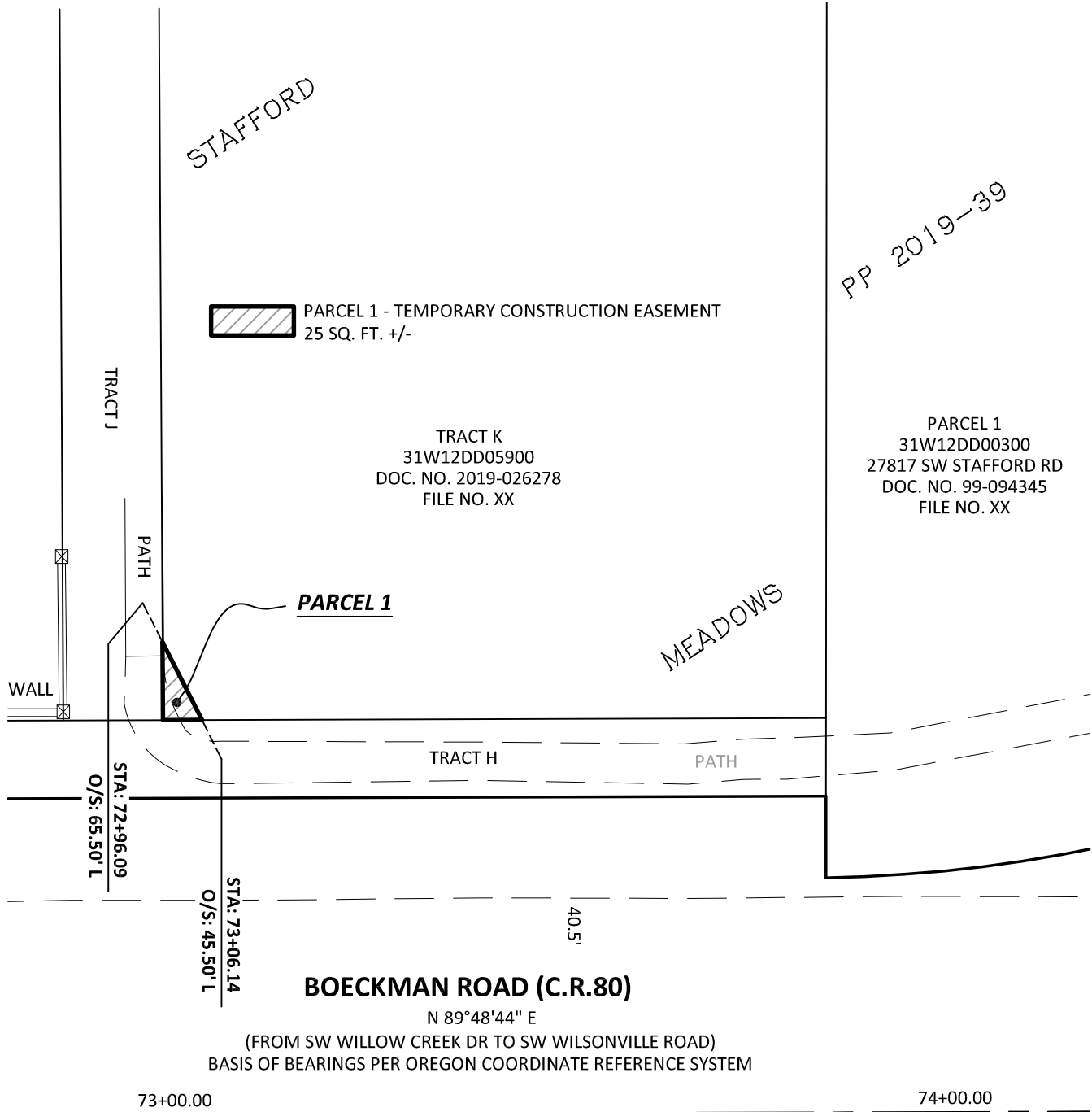
<u>STATION</u>	<u>TO</u>	<u>STATION</u>	<u>WIDTH ON NORTHERLY SIDE OF CENTERLINE</u>
72+96.09		73+06.14	65.50 IN A STRAIGHT LINE TO 45.50

**EXCEPTING THEREFROM** THAT PORTION LYING WITHIN THE EXISTING RIGHT-OF-WAY OF BOECKMAN ROAD (CR 80).

CONTAINING 25 SQUARE FEET (0.001 ACRES), MORE OR LESS.

THE BASIS OF BEARINGS IS THE OREGON COORDINATE REFERENCE SYSTEM (OCRS), PORTLAND ZONE. THE RESULTANT BEARING OF THE CENTERLINE OF BOECKMAN ROAD IS NORTH 89°48'44" EAST.

THE PARCELS OF LAND ARE SHOWN ON THE ATTACHED EXHIBIT 'B' AND BY THIS REFERENCE MADE A PART THEREOF.



**kpff**

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SCALE: 1" = 20'

<b>EXHIBIT 'B'</b>		DATE:	20 JANUARY 2023
TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY:	CH
SE 1/4 SECTION 12 / TOWNSHIP 3 SOUTH / RANGE 1 WEST / W.M. CITY OF WILSONVILLE / CLACKAMAS COUNTY / OREGON		CHECKED BY:	JRD
		PROJECT NO.	2200028
		SHEET:	2



**EXHIBIT "A"**

BOECKMAN ROAD (CR 80)  
 PROJECT NO. 2200028  
 FILE NO. XX  
 20 JANUARY 2023

TAXMAP: 31W12DD  
 TAXLOT: 05400

A PARCEL OF LAND, BEING A PORTION OF TRACT F "STAFFORD MEADOWS", CLACKAMAS COUNTY PLAT RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, THE SAID PARCEL BEING THAT PORTION OF SAID TRACT F, LYING SOUTHERLY OF A LINE DESCRIBED BELOW BY STATION & OFFSET, FROM A CENTERLINE ALIGNMENT OF BOECKMAN ROAD DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SAID BOECKMAN ROAD CENTERLINE, SAID POINT IS A 3-1/4 INCH BRONZE DISK MARKING THE CORNER COMMON WITH SECTIONS 11, 12, 13 AND 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, BEING ENGINEER'S CENTERLINE STATION 23+05.17; THENCE ALONG THE CENTERLINE OF SAID BOECKMAN ROAD NORTH 89°31'41" EAST, 2645.85 FEET TO A 3-1/4 INCH BRONZE DISK MARKING THE ONE-QUARTER CORNER COMMON WITH SAID SECTIONS 12 AND 13, BEING ENGINEER'S CENTERLINE STATION 49+51.03; THENCE NORTH 89°48'44" EAST, 2649.58 FEET TO A 3-1/4 INCH BRONZE DISK MARKING THE CORNER COMMON WITH SAID SECTIONS 12 AND 13 AND SECTIONS 7 AND 18, TOWNSHIP 3 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, BEING ENGINEER'S CENTERLINE STATION 76+00.61; THENCE SOUTH 89°38'30" EAST, 499.39 FEET TO ENGINEER'S CENTERLINE STATION 81+00.00, BEING THE TERMINUS POINT OF SAID CENTERLINE DESCRIPTION, SAID POINT BEARS NORTH 89°38'30" WEST, 948.58 FEET FROM A 4-1/4 INCH ALUMINUM DISK MARKING THE ONE-QUARTER CORNER COMMON WITH SAID SECTIONS 7 AND 18.

**PARCEL 1 – TEMPORARY CONSTRUCTION EASEMENT**

A PARCEL OF LAND, BEING A PORTION OF SAID TRACT F LYING SOUTHERLY OF A LINE DESCRIBED BELOW BY STATION & OFFSET, FROM A CENTERLINE ALIGNMENT OF BOECKMAN ROAD DEFINED ABOVE.

THE STATION/OFFSET IN FEET OF SAID LINE IS AS FOLLOWS:

<u>STATION</u>	<u>TO</u>	<u>STATION</u>	<u>WIDTH ON NORTHERLY SIDE OF CENTERLINE</u>
64+10.00		64+38.50	60.50
64+38.50		64+52.15	60.50 IN A STRAIGHT LINE TO 137.50
64+52.15		64+89.06	137.50
64+89.06		65+01.15	137.50 IN A STRAIGHT LINE TO 60.63
65+01.15		65+40.00	60.63

**EXCEPTING THEREFROM** THAT PORTION LYING WITHIN THE EXISTING RIGHT-OF-WAY OF BOECKMAN ROAD (CR 80).

CONTAINING 4,917 SQUARE FEET (0.113 ACRES), MORE OR LESS.

THE BASIS OF BEARINGS IS THE OREGON COORDINATE REFERENCE SYSTEM (OCRS), PORTLAND ZONE. THE RESULTANT BEARING OF THE CENTERLINE OF BOECKMAN ROAD IS NORTH 89°48'44" EAST.

THE PARCELS OF LAND ARE SHOWN ON THE ATTACHED EXHIBIT 'B' AND BY THIS REFERENCE MADE A PART THEREOF.

TRACT F  
31W12DD05400  
FILE NO. XX

STAFFORD

STA: 64+52.15  
O/S: 137.50' L

STA: 64+89.06  
O/S: 137.50' L

TRACT G  
31W12DD05500

MEADOWS

**PARCEL 1**

STA: 64+38.50  
O/S: 60.50' L

STA: 65+01.15  
O/S: 60.63' L

BRICK WALL

STA: 64+10.00  
O/S: 60.50' L

TRACT E

STA: 65+40.00  
O/S: 60.63' L



PARCEL 1 - TEMPORARY CONSTRUCTION EASEMENT  
4,917 SQ. FT. +/-

40.5'

65+00.00

**BOECKMAN ROAD (C.R.80)**

N 89°48'44" E

(FROM SW SHERMAN DR TO SW WILLOW CREEK DR)

BASIS OF BEARINGS PER OREGON COORDINATE REFERENCE SYSTEM



SCALE: 1" = 20'

**kpff**

111 SW Fifth Ave., Suite 2400  
Portland, OR 97204  
O: 503.227.3251  
F: 503.274.4681  
[www.kpff.com](http://www.kpff.com)

**EXHIBIT 'B'**

TEMPORARY CONSTRUCTION EASEMENT

SE 1/4 SECTION 12 / TOWNSHIP 3 SOUTH / RANGE 1 WEST / W.M.  
CITY OF WILSONVILLE / CLACKAMAS COUNTY / OREGON

DATE:	20 JANUARY 2023
DRAWN BY:	CH
CHECKED BY:	JRD
PROJECT NO.	2200028
SHEET:	2

**EXHIBIT "A"**

Par Item 13.

BOECKMAN ROAD (CR 80)  
 PROJECT NO. 2200028  
 FILE NO. XX  
 20 JANUARY 2023

TAXMAP: 31W12DC  
 TAXLOT: 04500

TWO PARCELS OF LAND, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO CLACKAMAS COUNTY SCHOOL DISTRICT 3, WEST LINN-WILSONVILLE SCHOOL DISTRICT 3JT IN DOCUMENT NUMBER 99-052396, CLACKAMAS COUNTY DEED RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, THE SAID PARCELS BEING THAT PORTION OF SAID SCHOOL DISTRICT TRACT, LYING SOUTHERLY OF A LINE DESCRIBED BELOW BY STATION & OFFSET, FROM A CENTERLINE ALIGNMENT OF BOECKMAN ROAD DESCRIBED AS FOLLOWS:

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**PARCEL 1 – RIGHT-OF-WAY DEDICATION**

A PARCEL OF LAND, BEING A PORTION OF SAID SCHOOL DISTRICT TRACT LYING SOUTHERLY OF A LINE DESCRIBED BELOW BY STATION & OFFSET, FROM A CENTERLINE ALIGNMENT OF BOECKMAN ROAD DEFINED ABOVE.

THE STATION/OFFSET IN FEET OF SAID LINE IS AS FOLLOWS:

<u>STATION</u>	<u>TO</u>	<u>STATION</u>	<u>WIDTH ON NORTHERLY SIDE OF CENTERLINE</u>
55+88.00		60+90.00	40.50

**EXCEPTING THEREFROM** THAT PORTION LYING WITHIN THE EXISTING RIGHT-OF-WAY OF BOECKMAN ROAD (CR 80).

CONTAINING 5,074 SQUARE FEET (0.116 ACRES), MORE OR LESS.

**PARCEL 2 – PUBLIC UTILITY EASEMENT**

A PARCEL OF LAND, BEING A PORTION OF SAID SCHOOL DISTRICT TRACT LYING SOUTHERLY OF A LINE DESCRIBED BELOW BY STATION & OFFSET, FROM A CENTERLINE ALIGNMENT OF BOECKMAN ROAD DEFINED ABOVE.

THE STATION/OFFSET IN FEET OF SAID LINE IS AS FOLLOWS:

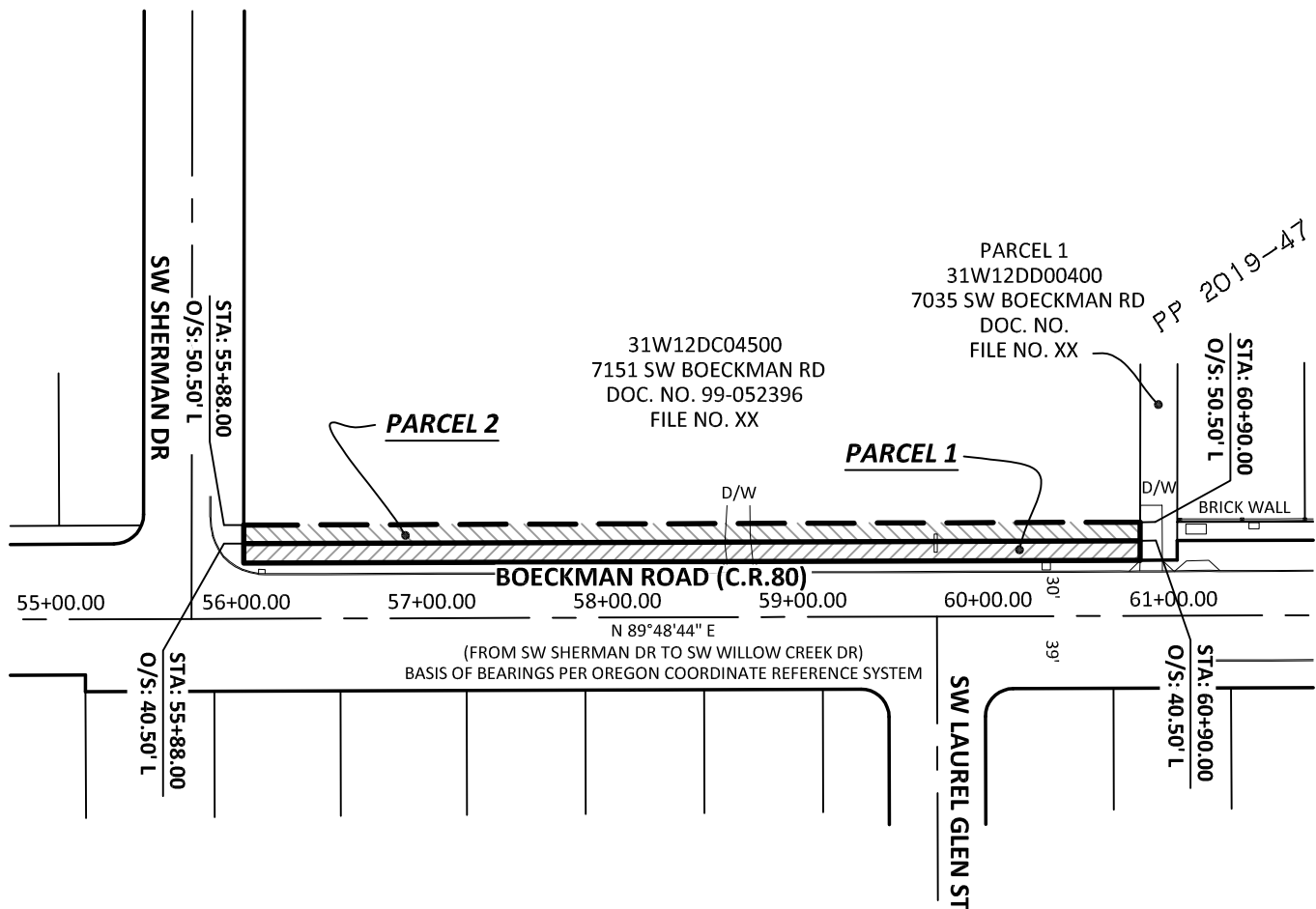
<u>STATION</u>	<u>TO</u>	<u>STATION</u>	<u>WIDTH ON NORTHERLY SIDE OF CENTERLINE</u>
55+88.00		60+90.00	50.50



**EXCEPTING THEREFROM** THAT PORTION LYING WITHIN THE ABOVE DESCRIBED PARCEL 1.

CONTAINING 4,832 SQUARE FEET (0.111 ACRES), MORE OR LESS.

THE BASIS OF BEARINGS IS THE OREGON COORDINATE REFERENCE SYSTEM (OCRS), PORTLAND ZONE. THE RESULTANT BEARING OF THE CENTERLINE OF BOECKMAN ROAD IS NORTH 89°48'44" EAST.

THE PARCELS OF LAND ARE SHOWN ON THE ATTACHED EXHIBIT 'B' AND BY THIS REFERENCE MADE A PART THEREOF.



-  PARCEL 1 - RIGHT-OF-WAY DEDICATION  
5,074 SQ. FT. +/-
-  PARCEL 2 - PUBLIC UTILITY EASEMENT  
4,832 SQ. FT. +/-



SCALE: 1" = 100'

**kpff**

111 SW Fifth Ave., Suite 2400  
Portland, OR 97204  
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F: 503.274.4681  
[www.kpff.com](http://www.kpff.com)

<b>EXHIBIT 'B'</b> RIGHT-OF-WAY DEDICATION AND PUBLIC UTILITY EASEMENT	DATE: 20 JANUARY 2023
	DRAWN BY: CH
SE 1/4 SECTION 12 / TOWNSHIP 3 SOUTH / RANGE 1 WEST / W.M. CLACKAMAS COUNTY / OREGON	CHECKED BY: JRD
	PROJECT NO. 2200028
	SHEET: 3

**EXHIBIT "A"**

BOECKMAN ROAD (CR 80)  
 PROJECT NO. 2200028  
 FILE NO. XX  
 20 JANUARY 2023

TAXMAP: 31W13AB  
 TAXLOT: 15612

A PARCEL OF LAND, BEING A PORTION OF TRACT I "ARBOR CROSSING NO. 2", CLACKAMAS COUNTY PLAT RECORDS, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, THE SAID PARCEL BEING THAT PORTION OF SAID TRACT I, LYING NORTHERLY OF A LINE DESCRIBED BELOW BY STATION & OFFSET, FROM A CENTERLINE ALIGNMENT OF BOECKMAN ROAD DESCRIBED AS FOLLOWS:

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**PARCEL 1 – TEMPORARY CONSTRUCTION EASEMENT**

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<u>STATION</u>	<u>TO</u>	<u>STATION</u>	<u>WIDTH ON SOUTHERLY SIDE OF CENTERLINE</u>
64+45.00		64+95.00	169.00

**EXCEPTING THEREFROM** THAT PORTION LYING WITHIN THE EXISTING RIGHT-OF-WAY OF BOECKMAN ROAD (CR 80).

CONTAINING 4,717 SQUARE FEET (0.108 ACRES), MORE OR LESS.

THE BASIS OF BEARINGS IS THE OREGON COORDINATE REFERENCE SYSTEM (OCRS), PORTLAND ZONE. THE RESULTANT BEARING OF THE CENTERLINE OF BOECKMAN ROAD IS NORTH 89°48'44" EAST.

THE PARCELS OF LAND ARE SHOWN ON THE ATTACHED EXHIBIT 'B' AND BY THIS REFERENCE MADE A PART THEREOF.

64+00.00

65+00.00

**BOECKMAN ROAD (C.R.80)**

N 89°48'44" E

(FROM SW SHERMAN DR TO SW WILLOW CREEK DR)

BASIS OF BEARINGS PER OREGON COORDINATE REFERENCE SYSTEM

39'

SIDEWALK

SIDEWALK

ARBOR

LOT 50  
31W13AB15557  
28012 SW FLYNN STPARCEL 2  
31W13AA18701  
6920 SW BOECKMAN RD**PARCEL 1**6' TALL WOOD FENCE  
ON TOP OF WOOD WALL

PP 2001-49

HOUSE

CROSSING

STA: 64+45.00  
O/S: 169.00' RTRACT I  
31W13AB15612  
ARBOR CROSSING NO.2  
FILE NO. XXSTA: 64+95.00  
O/S: 169.00' R

NO.2

PARCEL 1 - TEMPORARY CONSTRUCTION EASEMENT  
4,717 SQ. FT. +/-

SCALE: 1" = 20'

**kpff**

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 Portland, OR 97204  
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 F: 503.274.4681  
[www.kpff.com](http://www.kpff.com)
**EXHIBIT 'B'****TEMPORARY CONSTRUCTION EASEMENT**
 NE 1/4 SECTION 13 / TOWNSHIP 3 SOUTH / RANGE 1 WEST / W.M.  
 CITY OF WILSONVILLE / CLACKAMAS COUNTY / OREGON

DATE: 20 JANUARY 2023

DRAWN BY: CH

CHECKED BY: JRD

PROJECT NO. 2200028

SHEET: 2



# BOECKMAN ROAD CORRIDOR IMPROVEMENTS

Resolution No. 3020  
First Acquisition of Property  
and Property Interests  
Related to Construction



City Council New Business  
February 23, 2023  
Andrew Barrett, Capital Projects Manager

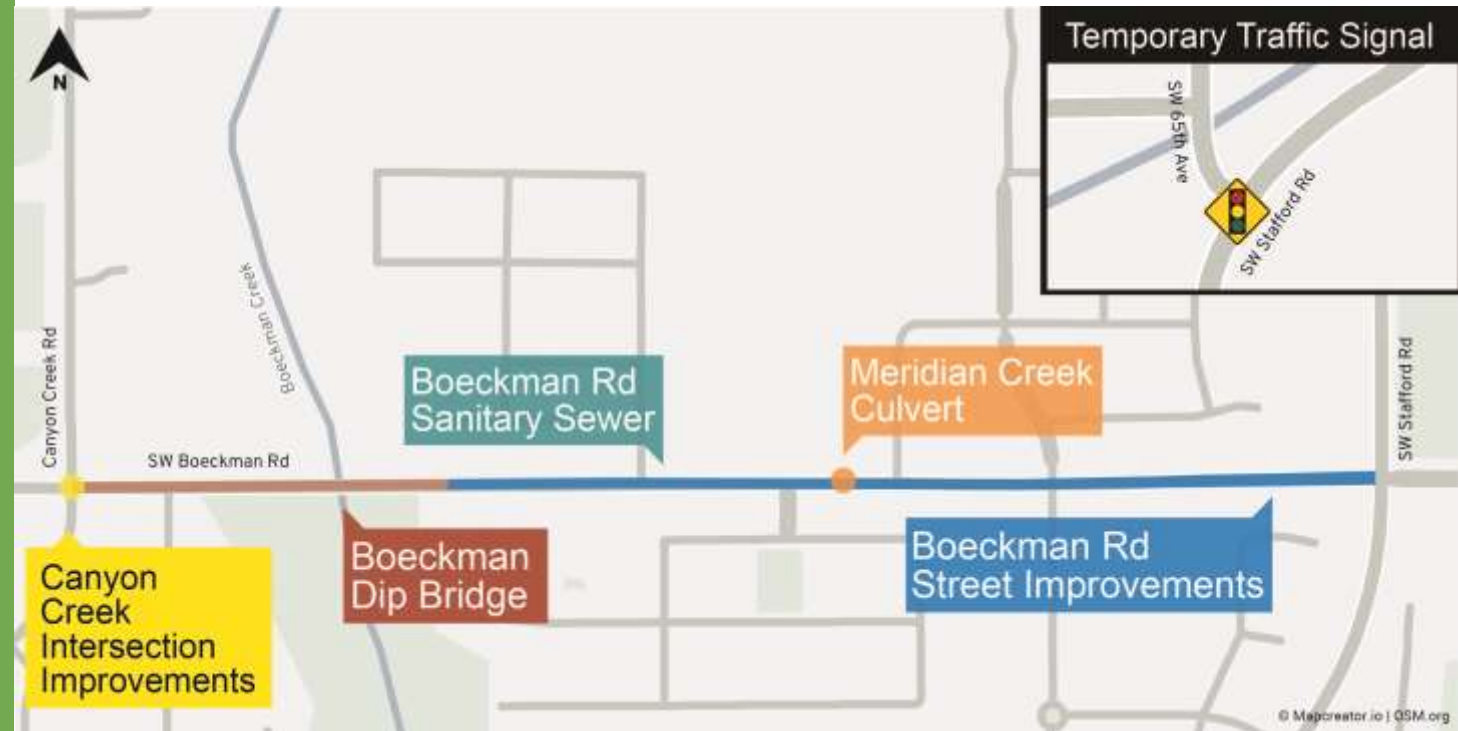


# BOECKMAN ROAD CORRIDOR IMPROVEMENTS

## PROJECT SUMMARY

Item 13.

- Upgrades to modern street standards between Canyon Creek Road and Stafford Road
- Intersection improvements at Boeckman/Canyon Creek intersection
- New sewer trunk line between Boeckman Creek and Stafford Road
- Culvert replacement under Boeckman Road at Meridian Creek
- Regional trail link



The project combines projects into one to efficiently utilize resources and minimize traffic and neighborhood impacts.

# Impacted Properties



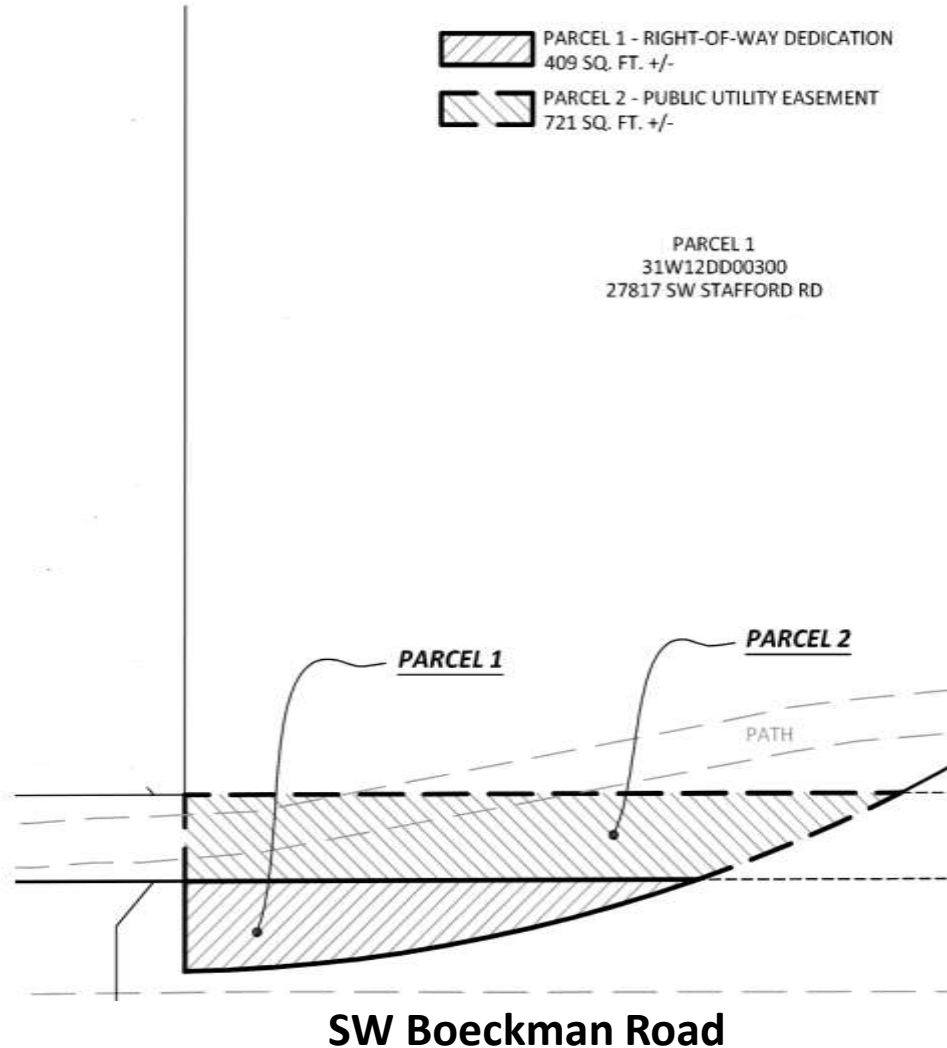
Property acquisitions east of the dip to support roadway buildout, sidewalks, public utilities, and installation of Meridian Creek Culverts.

## Boeckman Road Corridor Project (BRCP)

### Group 1 BRCP Property Acquisitions Summary

Parcel #	Owner	Tax Map and Lot	Parcel #	Acquisition Type	Approx. Area, sf
1	Community of Hope Church	3 1 W 12DD 00300	1	ROW	409
			2	PUE	721
			3	Access	993
			4	TCE	1160
2	Community of Hope Church	3 1 W 12DD 05900	1	TCE	25
7	Stafford Meadows Homeowners Assn.	3 1 W 12DD 05400	1	TCE	4917
9	West Linn-Wilsonville School District	3 1 W 12DC 04500	1	ROW	5074
			2	PUE	4832
26	Arbor Crossing Homeowners Assn.	3 1 W 13AB 15612	1	TCE	4717

# SAMPLE ACQUISITION



## Example shown:

- Relatively Small
- Vary slightly based on improvement
- Full details included in the Council Packet

One-on-one outreach to each underlying owner of the parcels has occurred in advance of this requested Council Action.

# POINTS OF INTEREST

- Acquisition Timing
  - First of three requested Acquisition of Property and Property Interests Related to Construction.
- Schedule
  - Construction on this section in Q2 or Q3
- Costs are included in overall project budget:
  - \$29,244,134



# ACTION REQUESTED

**Authorization for Acquisition of Property  
and Property Interests Related to  
Construction of Boeckman Road  
Corridor Project**

**Staff recommends adoption of  
Resolution 3036**





Questions?

# THANK YOU!

Item 13.

Blank



- Increases riparian corridor
- Establishes fish passage
- Preserves important trees
- Treats stormwater to improve water quality

- Expands sewer capacity
- Accommodates future growth

Item 13.



**WILSONVILLE OREGON**

**Boeckman Road Corridor Improvements Project Update**

**January Project Update**

**OPEN HOUSE MEETING**  
Wednesday, January 18  
4:30 - 6:30 pm  
Meridian Creek Middle School

**A lot is happening in Wilsonville...**  
The City of Wilsonville and the West Side...  
• New Primary School  
• Boeckman Road Corridor Project  
• Frog Pond East and South

Blank



# BOECKMAN ROAD CORRIDOR PROJECT PRELIMINARY TIMELINE



## WHAT IS PROGRESSIVE DESIGN BUILD?

The City of Wilsonville is using a Progressive Design-Build (PDB) method to deliver this project to the community. PDB allows the project team, including the designer, contractor, and city to have a voice during the design period. It also provides flexibility in how to sequence this complicated project to minimize impacts to the community.

**GOAL:** To deliver the project in the most efficient and cost-effective manner possible.

# COMMUNITY SURVEY: WHAT WE HEARD

## Most Important Community Goals\*

1. Safe, easy travel through the area
2. Pedestrian safety/convenience/comfort
3. Safe routes to school
4. Intersection improvements
5. Improved visibility
6. Planning for capacity to support future development

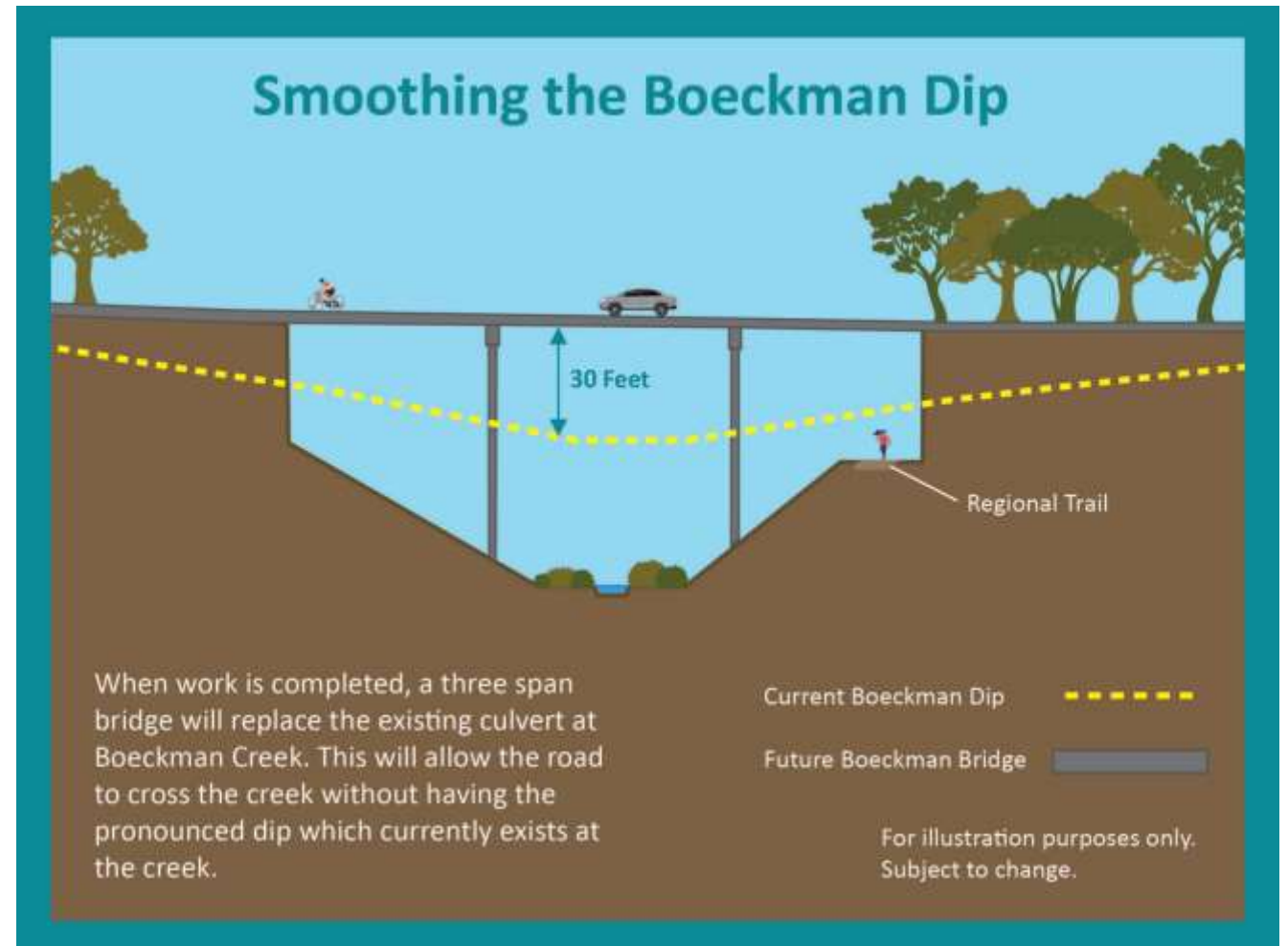
## How Project Achieves These

- ✓ Road widening and upgrade to urban standards
- ✓ Bridge to eliminate “dip”
- ✓ Separated bike and pedestrian facilities
- ✓ Roundabout and other intersection improvements
- ✓ Crosswalks, medians, beacons
- ✓ New sanitary sewer trunk and storm drainage



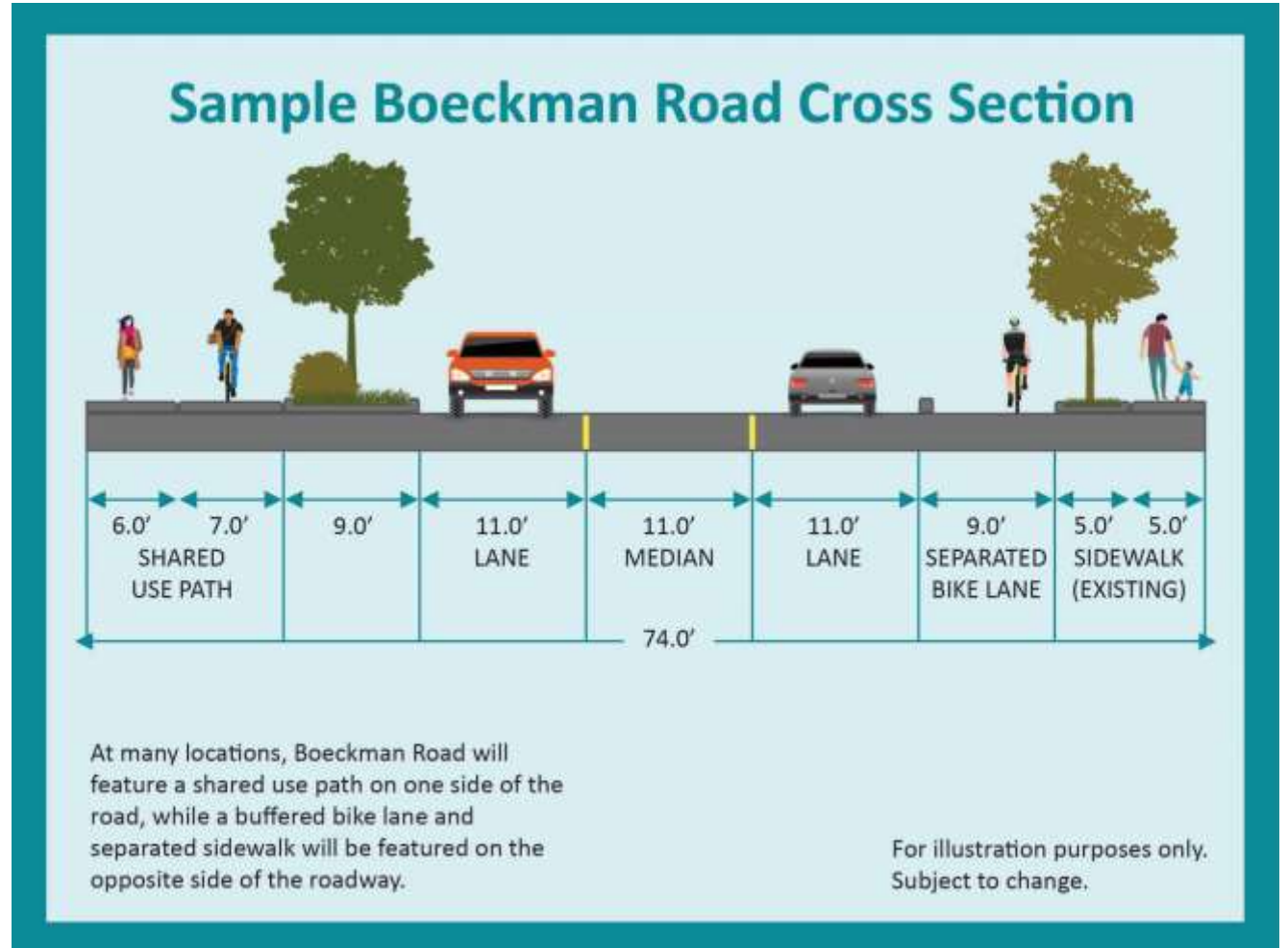
# PRELIMINARY DESIGN CONCEPTS

New bridge eliminates dip to improve visibility and travel safety



# PRELIMINARY DESIGN CONCEPTS

Pedestrian and bicycle improvements



# PRELIMINARY DESIGN CONCEPTS

Pedestrian and bicycle improvements

## Boeckman Road Bridge Cross Section



The Boeckman Road Corridor Project will significantly improve pedestrian and bicycle facilities over Boeckman Creek. This illustration shows the approximate planned location for sidewalks and bike lanes on the new bridge over the creek.

For illustration purposes only.  
Subject to change.

# PRELIMINARY DESIGN CONCEPTS

## Roundabout at Boeckman/Canyon Creek Intersection





# ROAD CLOSURE



- Boeckman Road will be closed to all traffic between Canyon Creek Road and Sherman Drive during new bridge construction
- Complete closure could last between 12 and 15 months
- Replace existing culvert with bridge, stream restoration, fish and wildlife passage, and completion of segment of Boeckman Creek Regional Trail



# DETOUR ROUTES

## TEMPORARY TRAFFIC SIGNAL

65th Avenue/Elligsen Road/Stafford Road Intersection



## Detour Routes:

- Wilsonville Road
- Stafford and Canyon Creek to Ellison Road
- Early outreach essential so public can prepare
- Detour routes will be communicated for all modes
- Coordination with emergency services and school buses
- Protect neighborhoods from cut-through traffic

# MILESTONES AND NEXT STEPS

Upcoming Council Action	Preliminary Schedule	Community Impact	Preliminary Schedule
Contract approval for *GMP 1	Feb 23, 2023	Public Outreach	Ongoing
Approve property acquisitions	Q2 2023	Construction Start	Q2 2023
Contract approval for GMP2	Q2 2023	Boeckman Road Closure	Q3 2023 (up to 15 months)
Contract approval GMP3	Q3 2023	Construction End	Q4 2024
Contract approval GMP4	Q3 2023		

\* GMP: Guaranteed Maximum Price

# QUESTIONS?

Item 13.

## From The Director's Office

Greetings!

With the new year comes change in many forms. Seasons are soon changing from the cold of winter to the longer days of spring ushering in blossoms and blooms. Calendar changes also encourage altering habits and behaviors with resolutions for betterment, and change in our local elected officials with two new City Councilors joining our team. Councilors Katie Dunwell and Caroline Berry come to the Council for their first time, resulting in Wilsonville's first all-female City Council. What a wonderful change!



### The Community

Development Department staff are excited to work with the new Council on carrying forward our traditions of excellence and quality service provision to our customers, always focused on making Wilsonville the greatest community it can possibly be. Whether it be our talented Planning team advancing plans and projects for equitable and affordable housing along with quality neighborhoods, our Engineers master planning the future of utilities in the community and constructing cutting-edge transportation facilities for all modes, or our Building team who ensures that every building constructed in the community meets national and state requirements for safety, efficiency, and comfort, the Community Development Department team truly looks forward to this next chapter with excitement and anticipation for great things in the future.

This Department is comprised of many dedicated and talented public servants who love working for this wonderful community. As your Community Development Director, I am very fortunate to be able to lead such an amazing group of talented professionals. We are driven by excellence in our respective fields and serve the community with pride.

Chris Neamtzu, AICP  
Community Development Director

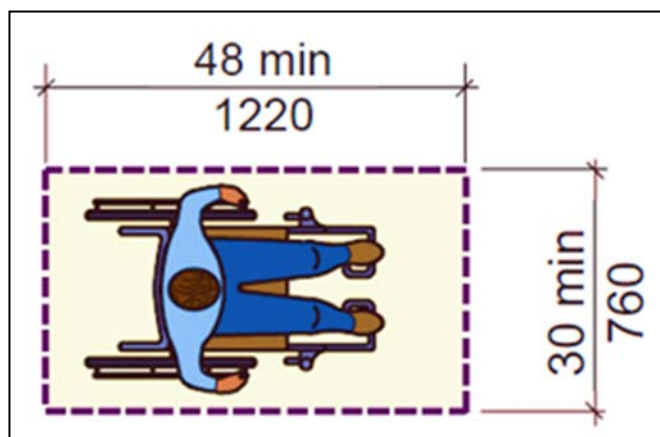
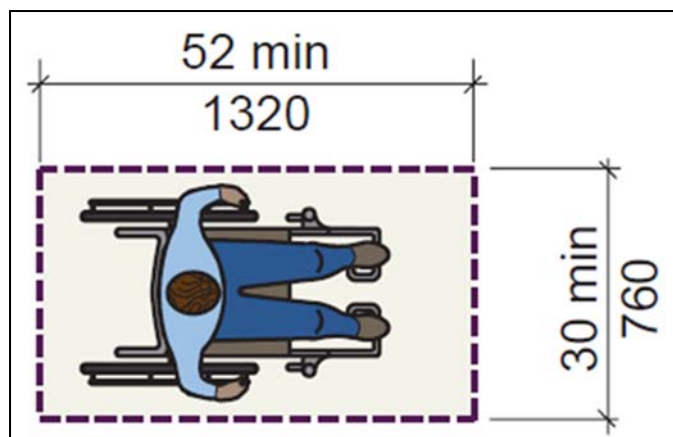
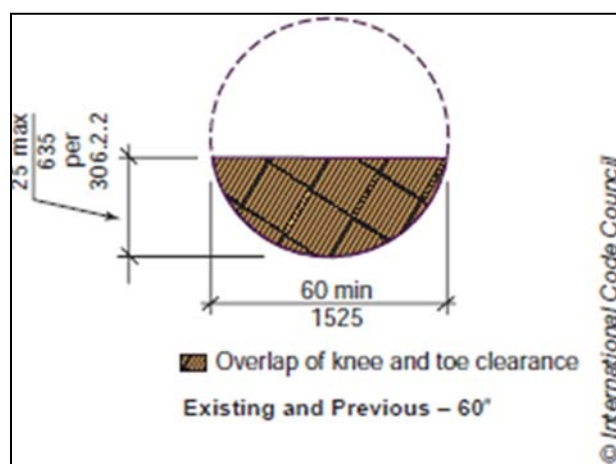
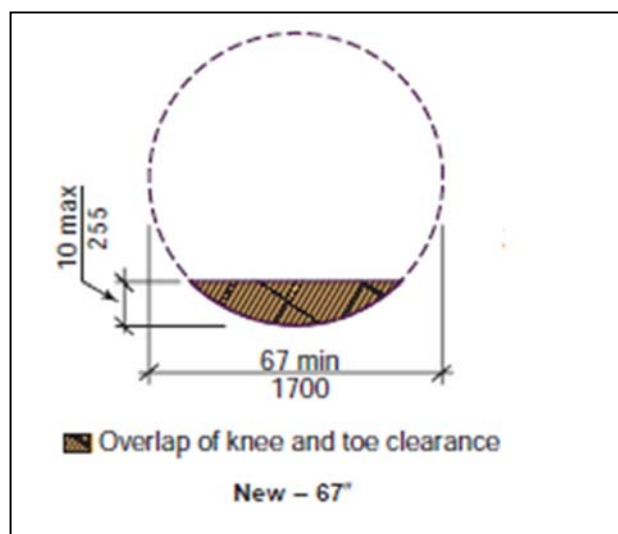
## Building Division

### What's changing in the ICC A117.1 Accessibility Standards?

According to the International Code Council (ICC) CC A117.1 the code change on turning circles changed based on the findings from a study conducted by The Center for Inclusivity Design Environmental Access. This study concluded the current requirements did not address the full range of mobility of devices. The change from a 60" turn circle to a 67" turn circle is expected to increase the accommodation for wheeled mobility device users from 85% to 95%. The second change from this section comes from the overlap of knee and toe clearances. The past code cycle allowed an overlap of knee and toe clearances like fixtures over the turn circle of up to a maximum of 25" now changed to 10".

Another thing to keep in mind is the Committee responsible in making these changes debated whether it landed on the manufacturers of wheeled mobility devices to comply with the regulations or if the regulations had to change to be accessible to different maneuvering capabilities. The final consensus was that wheeled mobility devices are getting bigger and changing the requirement to some extent was appropriate.

The turn circle area isn't the only change that was made on the new standard, the clear floor space has also seen a change. Existing buildings now have a clear standard on what the clear floor space needs to be, 48" by 30". The bigger change comes with new buildings and facilities, it changes the previous length of 48" to 52". This change like the turn circles was made to accommodate bigger wheeled mobility devices that are already being used and is expected to accommodate 89% of occupied wheeled mobility devices (wheelchair) and 95% of unoccupied wheeled mobility devices (walker).





## Economic Development Division

### Website Overhaul

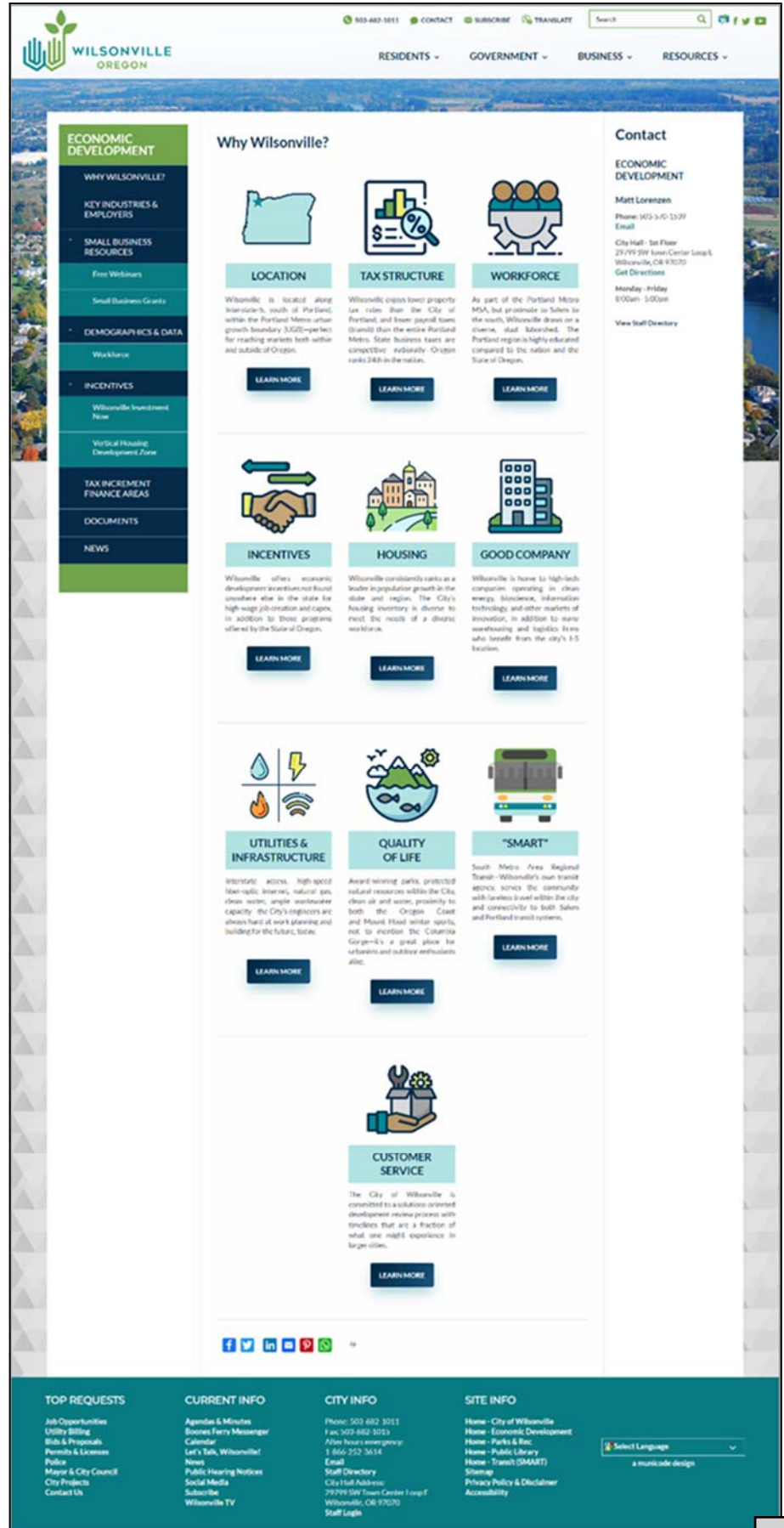
The Economic Development pages of the City website were out-of-date and in need of a complete overhaul rather than a simple refresh. After no small amount of handwringing and eventually, work, the [new Economic Development microsite](#) is ready for public consumption!

The new-and-improved Economic Development pages are more readable, navigable and relevant. Numerous pages were eliminated or consolidated for a better user/reader experience.

Remaining subpages are succinct and aesthetically improved, with internal links to other related pages of the city site, and external links to economic development partners, resources, and data sources.

Check out a few of the pages:

- [Why Wilsonville?](#)
- [Key Industries & Employers](#)
- [Small Business Resources](#)
- [Demographics & Data](#)
- [Incentives](#)
- [Tax Increment Finance Areas](#)
- [News](#)



## Economic Development Division

### OEDA TIF Committee

OEDA is the Oregon Economic Development Association. A few years back the Association of Oregon Redevelopment Agencies (AORA) was absorbed by OEDA and became a subsidiary committee to the larger organization—the TIF (Tax Increment Finance) committee. Staff has participated on the committee over the past year, as it meets to discuss urban renewal policy and best practices in the State. At the end of 2022, staff was nominated to co-chair the committee and help lead the committee's work in 2023, which includes developing a work plan as well as assisting with the planning of urban renewal workshop/breakout sessions to be held at OEDA professional conferences, held twice annually. While this role is not of direct benefit to Wilsonville, it does position the city as a thought-leader in the world of Oregon tax increment finance.

### State of the Workforce

On January 25, 2023 staff attended the "State of the Workforce" event in downtown Portland with Councilor Joann Linnville. Representatives of Clackamas Workforce Partnership, WorkSystems, and Workforce Southwest Washington spoke to attendees about the workforce trends, challenges and opportunities facing our communities, businesses, educational institutions, and job-seekers.

To succinctly sum up the message of the event: Where there are concerns and challenges, there are also opportunities.



[Read the full State of the Workforce Report here.](#)

### Small Business Support

The regular [Local Business Newsletter](#) went out this month on [January 17<sup>th</sup>](#) with a follow-up on [January 20<sup>th</sup>](#). The newsletter highlights 2 upcoming small business pandemic recover grant opportunities as well as monthly economic data by county, and an invitation to our small business webinar series, which featured a presentation for prospective and growing early stage businesses and how they can enter a startup competition called "Westside Pitch," which will take place March 9, 2023.

### Childcare, a workforce issue

Staff presented to Council on this topic in the month of December 2022. As a follow-up to the presentation, Councilor Akervall requested a brainstorming session with staff as well as Bridget Dazey, executive director of the Clackamas Workforce Partnership, in advance of the Council goal-setting retreat to be held in February. Staff is glad to support and further the efforts of Council, as directed, on this important social and economic issue.

## Engineering Division, Capital Projects

### **2022 Street Maintenance**

This project includes Curb Ramp Replacement (4014/4118) and Annual Pedestrian Improvements (4717). Both project designs are complete. Bids for this project were opened on December 14, 2022. The apparent low bidder was Emery & Sons with a bid of \$426,567, and the contract was awarded on January 6, 2023. Work is expected to begin February 2023, with anticipated completion in June of 2023.

- Curb ramps and signal improvements will be constructed at the intersection of Wilsonville Road/Boones Ferry Road and at Wilsonville Road/Rose Lane. These improvements will be made ahead of the 2023 Street Maintenance projects at the same location to comply with ADA requirements.
- The pedestrian improvements include seven street crossings on French Prairie Road in Charbonneau. These improvements will include new or updated signing and striping to enhance the safety and visibility of pedestrians.

### **2023 Street Maintenance (4014)**

This project involves the design and construction of the pavement rehabilitation on Wilsonville Road, Boeckman Road, and Parkway Avenue. The Request for Proposals (RFP) was advertised on November 2, 2022. Proposals were submitted on December 6, 2022 and Century West Engineering was selected as the consultant. The consultant contract award goes before City Council on February 6, 2023. Final design is anticipated in March 2023, with construction commencing at the end of June.

### **5th Street/Kinsman Road Extension (1139/2099/4196)**

This project involves the design and construction of the extension of 5th Street and Kinsman Road between Boones Ferry Road and Wilsonville Road, including water, sewer, storm, franchise utility extension and installation of a portion of the Ice Age Tonquin Trail. Roadway construction of the Kinsman Road extension to Wilsonville Road is nearly complete. The new Kinsman Road bridge over Coffee Creek is nearing completion. Portland & Western Railroad has started reconstruction of the 5th Street crossing (pictured).. Utility work on Boones Ferry Road is underway. Construction work will continue through May 2023.



### **Boberg Diversion Structure Replacement (2100)**

This project replaces the outdated Boberg Road wastewater diversion structure to improve wastewater collection system functionality and ensures available capacity for upstream development in the Coffee Creek and Basalt Creek areas into the future. Contractor bonding and legal problems resulted in contract termination. This project will be either rebid soon or be completed with the new Public Works Building.



## Engineering Division, Capital Projects

### **Boeckman Creek Interceptor (2107)**

This project will upsize the existing Boeckman Creek Interceptor sewer collection pipeline in order to support the development of the Frog Pond area. A regional trail will be installed as a part of the maintenance path from Boeckman Road to Memorial Park. The kickoff meeting was held on October 31, 2022. Field investigations (survey, natural resources, cultural resources, and geotechnical) began late November/early December 2022 and will continue through February 2023. These investigations will guide the design team in alternatives analysis and decision making for the trail and sewer alignments. Right of Entry permits are currently being collected. Public outreach efforts have begun, and an article was included in the December 2022 Boones Ferry Messenger

### **Boeckman Road Corridor Project (4212/4206/4205/2102/7065)**

This project involves the design and construction of the Boeckman Dip Bridge, Boeckman Road Improvements (Canyon Creek Road – Stafford Road), Canyon Creek Traffic Signal, and Boeckman Road Sanitary Sewer projects. The Tapani-Sundt Joint Venture is pushing to get the design of the project and advancing time-critical components. Right of Entry Permits are nearly complete, and survey and other field work is nearly complete. Road cross-sections have been established and design is underway. A three-span bridge has been selected for this project. Additionally, several guaranteed maximum price (GMP) packages are identified and scheduled to meet the project deadlines. The temporary signal at 65th Avenue and Stafford Road is 90% designed and components will be selected in the coming month. Other long lead items and contractor are being worked through to avoid impacts to the schedule. The first GMP is scheduled in early February along with the first property acquisition request.

### **Charbonneau Consolidated Plan (1500/2500/4500/7500)**

Design for utility (water, wastewater, storm water, and street) improvements on Edgewater Lane and Village Greens Circle has begun. Survey and utility inspection was completed in September. The findings of these inspections will determine the scope of repairs and upgrades needed. Geotechnical drilling occurred in December to provide information for the street reconstruction design. Smoke testing to help determine and remove cross connections will occur at the end of the month. To promote efficiencies in the design and construction, the consultant and City project manager will create one design package for construction in 2024.

### **Charbonneau Lift Station (2106)**

This project involves replacing the Charbonneau wastewater lift station with a submersible lift station and replacing the force main from the station to the I-5 bridge. The design contract was awarded to Murraysmith in December 2021, and preliminary design was completed in July 2022. Final design is scheduled for completion in July 2023, with construction anticipated for completion in September 2024.

### **Coffee Creek Interceptor Phase II (2108)**

This project involves the system capacity analysis of the existing Coffee Creek Interceptor to determine how much development can occur in Coffee Creek prior to upsizing the sanitary sewer main. The analysis will be delivered utilizing the City's on-call roster of consultants.

### **Priority 1B Water Distribution Improvements (1148)**

This project involves the design and construction of water main replacements in three areas: Jackson Way, Evergreen Court, and Barber Street. These improvements will improve system capacity and eliminate fire flow restrictions. Design work is underway with plans nearing completion. The Invitation to Bid is anticipated to be advertised in early March 2023 .

## Engineering Division, Capital Projects

### **Priority 1B Water Projects—2023 (1148)**

This project involves the design and construction of water mains in two areas: Wilsonville Summit/Canyon Creek Apartments and the Sundial Apartments. These improvements will improve system capacity and eliminate fire flow restrictions. Preliminary design is underway. The design for this project will be delivered utilizing the City's on-call roster of consultants.

### **Rivergreen and Corral Creek Lift Stations (2105)**

This project involves upgrading the Rivergreen and Corral Creek wastewater lift stations. The design contract was awarded to Murraysmith in October 2020, and design was completed in December 2021. The construction contract was awarded to R.L. Reimers in February 2022, with construction anticipated for completion in summer 2023.

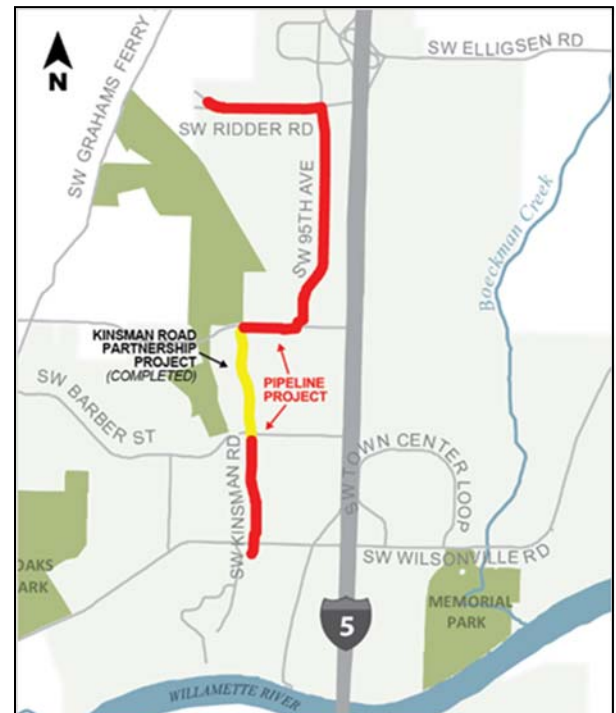
### **WTP Expansion to 20 MGD (1144):**

This project will expand the Water Treatment Plant (WTP) capacity to 20 millions of gallons per day (MGD) and incorporate related WTP capital improvements. A Construction Manager/General Contractor (CMGC) alternative contracting method was approved by City Council in March 2020. An engineering contract was awarded to Stantec in July 2020. The CMGC contract was awarded to Kiewit in August 2021. City Council approved an early work package for ozone generator replacement in October 2021. Final design was completed in coordination with the CMGC in March 2022. Construction began in June 2022 with completion expected in 2024.

### **WWSP Coordination (1127)**

Ongoing coordination efforts continue with the Willamette Water Supply Program (WWSP). Here are the updates on major elements within Wilsonville:

- **Phase 1, Wilsonville Road (PLM\_1.1)** Arrowhead Creek Lane to Wilsonville Road—**COMPLETE**
- **Phase 2, Garden Acres Road to 124th (PLM\_1.2)** Ridder Road to Day Road—**COMPLETE**
- **Phase 3, Wilsonville Road to Garden Acres Road (PLM\_1.3)** The WWSP's last section of transmission pipeline to be constructed in the City of Wilsonville began in fall 2022, with completion in 2024. It will connect the remaining portion of the pipeline through Wilsonville and has an alignment along Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road (see image). The Engineering Division is currently in the process of reviewing final plans. Proposals for an inspection services consultant were awarded to Dowl. This consultant will perform inspection of all City-owned public improvements throughout the project work. Work began on January 20, 2023.



### **WWTP Master Plan (2104)**

This project will evaluate capacity of WWTP processes to accommodate projected growth and regulatory changes. A prioritized capital improvement plan and budget will be developed. The engineering contract was awarded in May 2020, and the project is anticipated to be completed in April 2023. The Master Plan findings are scheduled to be presented to the Planning Commission and City Council in early 2023.

## Engineering Division, Private Development

### Residential Construction Activities

#### *Canyon Creek South Phase 3*

Construction of this 5-lot subdivision continues to be on hold until revised plans have been approved by the City to accommodate middle-housing. Erosion control measures have been installed to protect the site from erosion until construction activities commence again.

#### *Frog Pond West*

The Frog Pond West Master Planned area continues to see active construction. The contractor for the Frog Pond Ridge subdivision is working on punch list items of the infrastructure and housing construction is underway. Construction at the Frog Pond Estates, Frog Pond Vista, and Frog Pond Oaks subdivisions will commence in the spring when weather is more favorable for construction. Frog Pond Crossing subdivision, located north of Frog Pond Lane and west of Stafford Road, is continuing to install utilities



Frog Pond West

#### *Villebois Clermont*

The subdivision plat for Villebois Clermont has been recorded and home construction has commenced. Construction on Regional Parks 5 and 6 is continuing. The dog park and children's play area are almost complete. Improvements at both parks are anticipated to be complete by the end of February. The contractor continues to work on final infrastructure punch list items for the subdivision.



Villebois Clermont

### Commercial/Industrial Construction Activities

#### *Black Creek Industrial*

Nestled between Garden Acres and Grahams Ferry Roads, this project will include frontage improvements along Garden Acres and Grahams Ferry Roads and construction of a new supporting street. Onsite work continues. Vertical construction continues. Installation of street improvements along Grahams Ferry Road is underway, including the installation of conduit for franchise utilities (shown in the trenches in the right side of the picture—right).





## Natural Resources Division

### Wildlife Monitoring

In cooperation with Portland State University and a wildlife consultant, the City has been able to document through monitoring the extensive use and effectiveness of the Boeckman Road and Kinsman Road wildlife crossings. To date, more than 20 different species have used the passageways, which include deer, coyote, gray fox, rabbit, raccoon, opossum, skunk, beaver, mink, river otter, short and long-tailed weasel, rodents, frogs, and snakes.

In addition, two temporary wildlife cameras were installed in the Boeckman Creek corridor between Wilsonville Road and Boeckman Road. A multitude of wildlife was captured on the cameras during their operation.



Long-tailed weasel (Kinsman Road wildlife passage)



Raccoon (Kinsman Road wildlife passage)

## Planning Division, Current

### Administrative Land Use Decisions Issued

- 6 Type A Tree Permits
- 5 Type B Tree Permits
- 3 Type C Tree Permit
- 1 Class 1 Administrative Review
- 1 Class 2 Administrative Reviews

### Construction Permit Review, Development Inspections, and Project Management

In January, Planning staff worked with developers and contractors to ensure construction of the following projects are consistent with Development Review Board and City Council approvals:

- Clermont Subdivision (Villebois Phase 5 North)
- New gas station and convenience store on Boones Ferry Road
- New industrial warehouse building between Garden Acres Road and Grahams Ferry Road in Coffee Creek Industrial Area
- Parkway Woods industrial campus
- Residential subdivisions in Frog Pond West
- Wilsonville High School expansion/performing arts center

### Development Review Board (DRB)

DRB Panel A met on January 9. The board held a public hearing for and unanimously approved expanded parking for ESS off Parkway Avenue. Following the hearing Staff provided training for new DRB members.

DRB Panel B met on January 23 for a training session. Prior to the training session the Board elected Rachelle Barrett as Chair for 2022 and John Andrews as Vice-Chair.

### DRB Projects Under Review

During January, Planning staff actively worked on the following major projects in preparation for potential public hearings before the Development Review Board:

- Industrial development on Day Road
- Park modifications at Edith Green Park in Charbonneau
- New industrial building on Garden Acres Road
- New industrial building at ParkWorks
- Parking addition for industrial manufacturer
- New primary school in Frog Pond West



Rendering of Proposed Primary School in Frog Pond West

## Planning Division, Long Range

### **CFEC (Climate Friendly and Equitable Communities) State Rulemaking Compliance**

Following former Governor Kate Brown's Executive Order 20-04 directing State agencies to address climate change within their authority the Department of Land Conservation and Development (DLCD) worked with the Land Conservation and Development Commission (LCDC) on a rulemaking initiative called Climate Friendly and Equitable Communities. The adopted rules direct a number of actions by local governments including reforming parking mandates, getting ready for electric vehicles, and changes to transportation modeling and performance measures.

The first of these rules regarding parking took effect January 1 overriding any vehicle parking minimums for development near the City's most frequent bus lines and the Trimet WES rail station. The proximity to SMART's Routes 4 and 2X and WES station removes parking minimums for much of the City.

In January, Planning Staff worked on scheduling and budgeting for necessary compliance work, and working with DLCD to adjust certain compliance deadlines, as allowed under the rules. A summary of the State rulemaking can be found at: <https://www.oregon.gov/lcd/CL/Documents/SixPageOverview.pdf>

### **Frog Pond East and South Master Plan**

With the Frog Pond East and South Master Plan adopted in December, the City will now move their focus to the implementation. Three implementation steps are in process: (1) related Development Code amendments, (2) an infrastructure financing plan, and (3) integrating transportation projects from the Master Plan into the citywide Transportation System Plan (TSP). The first in a series of work sessions on the Development Code was presented to the Planning Commission on January 11. Work on the infrastructure plan by consultants and City staff is ongoing and will be brought to Council in the coming months. The TSP will be discussed by the Planning Commission in a February work session followed by a public hearing in March.



**FROG POND  
EAST & SOUTH  
MASTER PLAN**

### **Housing Capacity Analysis and Housing Production Strategy**

This two-year project will analyze Wilsonville's housing capacity and need followed by working on strategies to produce housing to meet housing needs. The City's last Housing Needs Analysis was adopted in 2014. Since that time the City has taken a number of follow up actions working on housing including finishing the Town Center and Frog Pond planning and adopting the Equitable Housing Strategic Plan. The current project will build on these past housing initiatives and newly adopted policies. The project is required under House Bill 2003 adopted by the Oregon legislature in 2019. Under State rules the City must complete its Housing Capacity Analysis by the end of 2023 and Housing Production Strategy by the end of 2024. In January, City staff worked with the State Department of Land Conservations and Development (DLCD), and consultants from EcoNorthwest on getting all contracts and agreements in place to begin the work in earnest.

### **Planning Commission**

During their January meeting, the Planning Commission received a presentation and provided feedback on the first of a number of Development Code amendments to support implementation of the Frog Pond East Master Plan. Prior to their work session the Commission re-elected Ron Heberlein as Chair and Jennifer Willard as Vice Chair for 2023.

## Planning Division, Long Range

### **Transit-Oriented Development at the Wilsonville Transit Center**

The Equitable Housing Strategic Plan identifies exploration of Transit-Oriented Development (TOD) at the Wilsonville Transit Center as a near-term implementation action. In January, the City project team held a kickoff meeting with Palindrome, the selected development partner for the TOD project, to discuss project initial project timelines and milestones. Throughout the coming months, the City will work with Palindrome to refine development plans for the site and project timing.

General project information is available on the project website:

<https://ci.wilsonville.or.us/planning/page/wilsonville-transit-center-tod>



**WILSONVILLE TOWN CENTER**

### **Wilsonville Town Center Plan**

#### *Town Center Plan Implementation*

The Town Center Plan identifies several implementation activities to support the transformation of Town Center into a vibrant, walkable destination that is the heart of Wilsonville. During January, the Town Center project team continued to plan implementation activities for 2023, including implementation of the recently adopted Town Center Infrastructure Funding Plan. Activities to support the Plan's recommendations, including consideration of Urban Renewal, System Development Charge updates, a stormwater utility fee surcharge, and City bond or debt issuance to support construction of the Town Center Plan's infrastructure projects are anticipated to begin later this year.





# JANUARY MONTHLY REPORT

*FINANCE—The department where everyone counts*

- **Budget 2023-24:** Preparation, compilation, and analysis is underway for the annual budget process. It is quite a process. A journey of a thousand miles starts with a single step of course and departments have turned their budgets and as well as any requests for new or expanded programs. Finance now reviews. Revenue and debt service estimations are being compiled. The mid-year financial review is in the rear view mirror, having presented to Council and Budget committee on the 1st of February. The exercise of estimating Fiscal Year End 2023 ending fund balances, which is covered during the mid-year review, allow us to determine the starting point of the budget (budgeted beginning fund balance) for each of the City's 24 funds.
- **Utility Billing:** The department has been trying to get back to normal collection practices. We sent out over 400 delinquent notices. A week later we had 360 that were still past due and received an automated phone call. Due to the high number of delinquencies we decided to focus on accounts that had three or more months outstanding when it came to the shut off process. January 30th we sent out 74 warning calls. At the end of the month we turned off 18 accounts. This number was more manageable than the 150 accounts that were still past due.
- **Year End Reporting:** The department completed year-end payroll and accounts payable tax duties, including issuance of Form W-2 (Payroll) and Form 1099 (Accounts Payable) forms to employees and independent contractors. Due dates for both were January 31, 2023. In general, Form W-2's (Payroll) must be issued for any payroll compensation issued to employees and Form 1099's (Accounts Payable) for any non-employee compensation (contractors). Both have also been filed electronically with the IRS and State.
- **Attached Financials:** Finance continues to monitor all departments for on-going budget compliance.



	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>110 - General Fund</b>				
Taxes	\$ 13,243,000	\$ 10,139,954	\$ 3,103,046	77%
Intergovernmental	5,407,399	5,180,536	226,863	96%
Licenses and permits	202,850	139,202	63,649	69%
Charges for services	426,984	241,362	185,622	57%
Fines and forfeitures	230,000	109,792	120,208	48%
Investment revenue	87,000	161,713	(74,713)	186%
Other revenues	4,143,900	4,109,223	34,677	99%
Transfers in	4,640,011	2,531,089	2,108,922	55%
<b>TOTAL REVENUES</b>	<b>\$ 28,381,144</b>	<b>\$ 22,612,870</b>	<b>\$ 5,768,274</b>	<b>80%</b>
Personnel services	\$ 11,099,674	\$ 5,307,323	\$ 5,792,351	48%
Materials and services	15,033,218	7,758,361	7,274,857	52%
Capital outlay	214,000	577	213,423	0%
Debt service	408,250	-	408,250	0%
Transfers out	6,658,187	2,365,186	4,293,001	36%
<b>TOTAL EXPENDITURES</b>	<b>\$ 33,413,329</b>	<b>\$ 15,431,447</b>	<b>\$ 17,981,882</b>	<b>46%</b>
<b>610 - Fleet Fund</b>				
Charges for services	\$ 1,640,860	\$ 957,152	\$ 683,708	58%
Investment revenue	6,800	7,996	(1,196)	118%
<b>TOTAL REVENUES</b>	<b>\$ 1,647,660</b>	<b>\$ 965,148</b>	<b>\$ 682,512</b>	<b>59%</b>
Personnel services	\$ 970,860	\$ 408,691	\$ 562,169	42%
Materials and services	789,340	343,285	446,055	43%
Capital outlay	126,800	65,933	60,867	52%
Transfers out	2,400	1,400	1,000	58%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,889,400</b>	<b>\$ 819,310</b>	<b>\$ 1,070,090</b>	<b>43%</b>
<b>230 - Building Inspection Fund</b>				
Licenses and permits	\$ 1,442,750	\$ 904,988	\$ 537,762	63%
Charges for services	8,190	4,778	3,413	58%
Investment revenue	14,000	21,999	(7,999)	157%
Transfers in	46,532	27,139	19,393	58%
<b>TOTAL REVENUES</b>	<b>\$ 1,511,472</b>	<b>\$ 958,903</b>	<b>\$ 552,569</b>	<b>63%</b>
Personnel services	\$ 1,116,250	\$ 462,935	\$ 653,315	41%
Materials and services	228,181	112,593	115,588	49%
Transfers out	391,215	197,200	194,015	50%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,735,646</b>	<b>\$ 772,728</b>	<b>\$ 962,918</b>	<b>45%</b>
<b>231 - Community Development Fund</b>				
Intergovernmental	\$ 339,500	\$ -	\$ 339,500	0%
Licenses and permits	715,389	581,915	133,474	81%
Charges for services	909,369	336,467	572,902	37%
Investment revenue	13,500	15,211	(1,711)	113%
Other revenues	-	195,840	(195,840)	-
Transfers in	2,676,503	1,016,842	1,659,661	38%
<b>TOTAL REVENUES</b>	<b>\$ 4,654,261</b>	<b>\$ 2,146,276</b>	<b>\$ 2,507,985</b>	<b>46%</b>
Personnel services	\$ 3,578,090	\$ 1,722,219	\$ 1,855,871	48%
Materials and services	815,548	273,936	541,612	34%
Transfers out	805,368	551,391	253,977	68%
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,199,006</b>	<b>\$ 2,547,546</b>	<b>\$ 2,651,460</b>	<b>49%</b>
<b>240 - Road Operating Fund</b>				
Intergovernmental	\$ 2,051,500	\$ 901,884	\$ 1,149,616	44%
Investment revenue	18,700	52,800	(34,100)	282%
Other revenues	-	1,031	(1,031)	-
<b>TOTAL REVENUES</b>	<b>\$ 2,070,200</b>	<b>\$ 955,715</b>	<b>\$ 1,114,485</b>	<b>46%</b>
Personnel services	\$ 440,310	\$ 166,320	\$ 273,990	38%
Materials and services	529,672	364,019	165,653	69%
Capital outlay	105,000	-	105,000	0%
Debt service	359,000	33,715	325,285	9%
Transfers out	6,278,965	1,575,223	4,703,742	25%
<b>TOTAL EXPENDITURES</b>	<b>\$ 7,712,947</b>	<b>\$ 2,139,278</b>	<b>\$ 5,573,669</b>	<b>28%</b>

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>241 - Road Maintenance Fund</b>				
Charges for services	\$ 2,192,850	\$ 1,429,307	\$ 763,543	65%
Investment revenue	19,760	19,875	(115)	101%
<b>TOTAL REVENUES</b>	<b>\$ 2,212,610</b>	<b>\$ 1,449,181</b>	<b>\$ 763,429</b>	<b>65%</b>
Transfers out	\$ 1,203,613	\$ 278,664	\$ 924,949	23%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,203,613</b>	<b>\$ 278,664</b>	<b>\$ 924,949</b>	<b>23%</b>
<b>260 - Transit Fund</b>				
Taxes	\$ 5,600,000	\$ 3,104,675	\$ 2,495,325	55%
Intergovernmental	4,604,416	3,064,293	1,540,123	67%
Charges for services	29,000	23,010	5,990	79%
Fines and forfeitures	5,000	3,933	1,067	79%
Investment revenue	58,000	77,678	(19,678)	134%
Other revenues	16,800	-	16,800	0%
<b>TOTAL REVENUES</b>	<b>\$ 10,313,216</b>	<b>\$ 6,273,589</b>	<b>\$ 4,039,627</b>	<b>61%</b>
Personnel services	\$ 4,897,540	\$ 2,024,658	\$ 2,872,882	41%
Materials and services	2,795,317	1,313,507	1,481,810	47%
Capital outlay	1,276,000	12,236	1,263,764	1%
Transfers out	1,757,565	359,422	1,398,143	20%
<b>TOTAL EXPENDITURES</b>	<b>\$ 10,726,422</b>	<b>\$ 3,709,823</b>	<b>\$ 7,016,599</b>	<b>35%</b>
<b>510 - Water Operating Fund</b>				
Charges for services	\$ 9,992,600	\$ 7,073,836	\$ 2,918,764	71%
Fines and forfeitures	-	10,633	(10,633)	-
Investment revenue	108,000	169,061	(61,061)	157%
Other revenues	30,000	33,186	(3,186)	111%
<b>TOTAL REVENUES</b>	<b>\$ 10,130,600</b>	<b>\$ 7,286,717</b>	<b>\$ 2,843,883</b>	<b>72%</b>
Personnel services	\$ 667,000	\$ 247,463	\$ 419,537	37%
Materials and services	4,906,612	2,269,270	2,637,342	46%
Capital outlay	1,071,225	238,098	833,127	22%
Debt service	372,000	35,068	336,932	9%
Transfers out	15,271,407	1,893,886	13,377,521	12%
<b>TOTAL EXPENDITURES</b>	<b>\$ 22,288,244</b>	<b>\$ 4,683,785</b>	<b>\$ 17,604,459</b>	<b>21%</b>
<b>520 - Sewer Operating Fund</b>				
Charges for services	\$ 8,434,450	\$ 4,793,655	\$ 3,640,795	57%
Investment revenue	84,700	126,590	(41,890)	149%
Other revenues	31,500	14,862	16,638	47%
Transfers in	600,000	600,000	-	100%
<b>TOTAL REVENUES</b>	<b>\$ 9,150,650</b>	<b>\$ 5,535,107</b>	<b>\$ 3,615,543</b>	<b>60%</b>
Personnel services	\$ 440,600	\$ 232,723	\$ 207,877	53%
Materials and services	3,803,134	1,528,843	2,274,291	40%
Capital outlay	439,402	221,910	217,492	51%
Debt service	2,881,000	181,210	2,699,790	6%
Transfers out	9,273,781	1,694,799	7,578,982	18%
<b>TOTAL EXPENDITURES</b>	<b>\$ 16,837,917</b>	<b>\$ 3,859,485</b>	<b>\$ 12,978,432</b>	<b>23%</b>
<b>550 - Street Lighting Fund</b>				
Intergovernmental	\$ -	\$ 16,680	\$ (16,680)	-
Charges for services	547,965	326,242	221,723	60%
Investment revenue	1,900	8,561	(6,661)	451%
<b>TOTAL REVENUES</b>	<b>\$ 549,865</b>	<b>\$ 351,482</b>	<b>\$ 198,383</b>	<b>64%</b>
Materials and services	\$ 401,500	\$ 128,595	\$ 272,905	32%
Transfers out	1,045,000	672,096	372,904	64%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,446,500</b>	<b>\$ 800,691</b>	<b>\$ 645,809</b>	<b>55%</b>
<b>570 - Stormwater Operating Fund</b>				
Charges for services	\$ 3,609,538	\$ 2,057,930	\$ 1,551,608	57%
Investment revenue	25,900	63,060	(37,160)	243%
<b>TOTAL REVENUES</b>	<b>\$ 3,635,438</b>	<b>\$ 2,120,990</b>	<b>\$ 1,514,448</b>	<b>58%</b>
Personnel services	\$ 292,810	\$ 120,333	\$ 172,477	41%
Materials and services	818,292	326,085	492,207	40%
Capital outlay	107,000	113,606	(6,606)	106%
Debt service	839,000	545,492	293,508	65%
Transfers out	6,048,155	1,710,288	4,337,867	28%
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,105,257</b>	<b>\$ 2,815,804</b>	<b>\$ 5,289,453</b>	<b>35%</b>

**City of Wilsonville - SDC Fund Summaries**  
**Reporting Month: Jan FY 2023**



	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>336 - Frog Pond Development</b>				
Licenses and permits	\$ 1,951,354	\$ 358,578	\$ 1,592,776	18%
Investment revenue	1,100	20,943	(19,843)	1904%
<b>TOTAL REVENUES</b>	<b>\$ 1,952,454</b>	<b>\$ 379,521</b>	<b>\$ 1,572,933</b>	<b>19%</b>
Materials and services	\$ 34,790	\$ -	\$ 34,790	0%
Transfers out	5,322,274	172,784	5,149,490	3%
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,357,064</b>	<b>\$ 172,784</b>	<b>\$ 5,184,280</b>	<b>3%</b>
<b>348 - Washington County TDT</b>				
Washington County TDT	\$ -	\$ 715,006	\$ (715,006)	-
Investment revenue	1,800	8,954	(7,154)	497%
<b>TOTAL REVENUES</b>	<b>\$ 1,800</b>	<b>\$ 723,960</b>	<b>\$ (722,160)</b>	<b>40220%</b>
<b>346 - Roads SDC</b>				
System Development Charges	\$ 3,960,000	\$ 1,157,691	\$ 2,802,309	29%
Investment revenue	40,300	63,682	(23,382)	158%
<b>TOTAL REVENUES</b>	<b>\$ 4,000,300</b>	<b>\$ 1,221,374</b>	<b>\$ 2,778,926</b>	<b>31%</b>
Materials and services	\$ 41,470	\$ -	\$ 41,470	0%
Transfers out	12,790,020	213,318	12,576,702	2%
<b>TOTAL EXPENDITURES</b>	<b>\$ 12,831,490</b>	<b>\$ 213,318</b>	<b>\$ 12,618,172</b>	<b>2%</b>
<b>396 - Parks SDC</b>				
System Development Charges	\$ 373,000	\$ 193,008	\$ 179,992	52%
Investment revenue	12,200	20,156	(7,956)	165%
<b>TOTAL REVENUES</b>	<b>\$ 385,200</b>	<b>\$ 213,164</b>	<b>\$ 172,036</b>	<b>55%</b>
Materials and services	\$ 16,890	\$ -	\$ 16,890	0%
Transfers out	2,743,712	752,502	1,991,210	27%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,760,602</b>	<b>\$ 752,502</b>	<b>\$ 2,008,100</b>	<b>27%</b>
<b>516 - Water SDC</b>				
System Development Charges	\$ 1,429,000	\$ 1,380,878	\$ 48,122	97%
Investment revenue	21,700	92,294	(70,594)	425%
<b>TOTAL REVENUES</b>	<b>\$ 1,450,700</b>	<b>\$ 1,473,172</b>	<b>\$ (22,472)</b>	<b>102%</b>
Materials and services	\$ 25,940	\$ -	\$ 25,940	0%
Debt service	453,000	87,018	365,982	19%
Transfers out	11,925,558	1,988,053	9,937,505	17%
<b>TOTAL EXPENDITURES</b>	<b>\$ 12,404,498</b>	<b>\$ 2,075,071</b>	<b>\$ 10,329,427</b>	<b>17%</b>
<b>526 - Sewer SDC</b>				
System Development Charges	\$ 290,000	\$ 483,201	\$ (193,201)	167%
Investment revenue	3,700	8,731	(5,031)	236%
<b>TOTAL REVENUES</b>	<b>\$ 293,700</b>	<b>\$ 491,932</b>	<b>\$ (198,232)</b>	<b>167%</b>
Materials and services	\$ 22,050	\$ -	\$ 22,050	0%
Transfers out	1,737,739	858,450	879,289	49%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,759,789</b>	<b>\$ 858,450</b>	<b>\$ 901,339</b>	<b>49%</b>
<b>576 - Stormwater SDC</b>				
System Development Charges	\$ 990,000	\$ 469,383	\$ 520,617	47%
Investment revenue	14,300	21,984	(7,684)	154%
<b>TOTAL REVENUES</b>	<b>\$ 1,004,300</b>	<b>\$ 491,368</b>	<b>\$ 512,932</b>	<b>49%</b>
Materials and services	\$ 5,750	\$ -	\$ 5,750	0%
Transfers out	541,017	27,955	513,062	5%
<b>TOTAL EXPENDITURES</b>	<b>\$ 546,767</b>	<b>\$ 27,955</b>	<b>\$ 518,812</b>	<b>5%</b>

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>800 - Year 2000 Program Income</b>				
Investment revenue	\$ 8,200	\$ 6,061	\$ 2,139	74%
Other revenues	-	8,412	(8,412)	-
<b>TOTAL REVENUES</b>	<b>\$ 8,200</b>	<b>\$ 14,473</b>	<b>\$ (6,273)</b>	<b>176%</b>
Materials and services	\$ 5,000	\$ 6,617	\$ (1,617)	132%
Transfers out	919,094	-	919,094	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 924,094</b>	<b>\$ 6,617</b>	<b>\$ 917,477</b>	<b>1%</b>
<b>805 - Year 2000 Capital Projects</b>				
Investment revenue	\$ 88,570	\$ 89,507	\$ (937)	101%
Loan proceeds	4,000,000	4,000,000	-	100%
<b>TOTAL REVENUES</b>	<b>\$ 4,088,570</b>	<b>\$ 4,089,507</b>	<b>\$ (937)</b>	<b>100%</b>
Materials and services	\$ 467,000	\$ 194,289	\$ 272,711	42%
Capital outlay	17,898,558	2,752,884	15,145,674	15%
<b>TOTAL EXPENDITURES</b>	<b>\$ 18,365,558</b>	<b>\$ 2,947,172</b>	<b>\$ 15,418,386</b>	<b>16%</b>
<b>807 - Year 2000 Debt Service</b>				
Taxes	\$ 3,544,880	\$ 3,258,404	\$ 286,476	92%
Investment revenue	999	18,332	(17,333)	1835%
<b>TOTAL REVENUES</b>	<b>\$ 3,545,879</b>	<b>\$ 3,276,736</b>	<b>\$ 269,143</b>	<b>92%</b>
Debt service	\$ 8,294,525	\$ 8,021,064	\$ 273,461	97%
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,294,525</b>	<b>\$ 8,021,064</b>	<b>\$ 273,461</b>	<b>97%</b>
<b>810 - Westside Program Income</b>				
Investment revenue	\$ 750	\$ 883	\$ (133)	118%
<b>TOTAL REVENUES</b>	<b>\$ 750</b>	<b>\$ 883</b>	<b>\$ (133)</b>	<b>118%</b>
<b>815 - Westside Capital Projects</b>				
Investment revenue	\$ 44,502	\$ 40,999	\$ 3,503	92%
<b>TOTAL REVENUES</b>	<b>\$ 44,502</b>	<b>\$ 40,999</b>	<b>\$ 3,503</b>	<b>92%</b>
Materials and services	\$ 280,336	\$ 79,333	\$ 201,004	28%
Capital outlay	710,000	-	710,000	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 990,336</b>	<b>\$ 79,333</b>	<b>\$ 911,004</b>	<b>8%</b>
<b>817 - Westside Debt Service</b>				
Taxes	\$ 5,084,500	\$ 4,606,913	\$ 477,587	91%
Investment revenue	36,000	28,334	7,666	79%
<b>TOTAL REVENUES</b>	<b>\$ 5,120,500</b>	<b>\$ 4,635,247</b>	<b>\$ 485,253</b>	<b>91%</b>
Debt service	\$ 6,039,075	\$ 4,807,158	\$ 1,231,918	80%
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,039,075</b>	<b>\$ 4,807,158</b>	<b>\$ 1,231,918</b>	<b>80%</b>
<b>825 - Coffee Creek Capital Projects</b>				
Investment revenue	\$ 1,500	\$ 1,535	\$ (35)	102%
<b>TOTAL REVENUES</b>	<b>\$ 1,500</b>	<b>\$ 1,535</b>	<b>\$ (35)</b>	<b>102%</b>
Materials and services	\$ 149,290	\$ 88,496	\$ 60,794	59%
<b>TOTAL EXPENDITURES</b>	<b>\$ 149,290</b>	<b>\$ 88,496</b>	<b>\$ 60,794</b>	<b>59%</b>
<b>827 - Coffee Creek Debt Service</b>				
Taxes	\$ 385,200	\$ 465,514	\$ (80,314)	121%
Investment revenue	1,000	1,068	(68)	107%
<b>TOTAL REVENUES</b>	<b>\$ 386,200</b>	<b>\$ 466,581</b>	<b>\$ (80,381)</b>	<b>121%</b>
Debt service	\$ 279,500	\$ 139,290	\$ 140,210	50%
<b>TOTAL EXPENDITURES</b>	<b>\$ 279,500</b>	<b>\$ 139,290</b>	<b>\$ 140,210</b>	<b>50%</b>

### *From the Director*



January greeted the new year with the all ages Winter Reading Challenge. The challenge encourages readers to read books outside of their norm, track the number of books they read, and discover new library services. The Challenge takes two forms: a Bingo card, available on paper in the library and as a PDF on the library website, and our Beanstack app, available on digital devices. Prizes include free books, movie posters, gift cards, and more. The Winter Reading Challenge ends February 28.

In youth programs, a new weekly program joined our line-up of Toddler & Baby Time and Family Storytime: Play Group. On Fridays from 10am to noon, families are invited to come to the library to play with a variety of toys and socialize. The program is a hit, with over 50 parents, caregivers, and children attending the program weekly.

On the January 18 Early Release Day, Youth Services staff held "STEAM Stuff," a program for elementary-age children to drop in for hands-on STEAM activities. Teen Afterschool Drop-In Activities days returned on Wednesdays, from 3-6pm, and are seeing an increase in the number of teens attending.

Adult programs featured a concert performed by Fern Hill Bluegrass and an online presentation about life in Neanderthal times. Genealogy Club, Walking Book Club, and English (ESL) class met. We were delighted to have Charlotte Lehan give two lectures at the library on Wilsonville history, and to a very enthusiastic, and large, crowd!

In recognition of Martin Luther King, Jr. Day, library staff created a book display honoring Dr. King. Many library users checked out books from the display.

Library staff held a drill to practice procedures for searching for a lost child, and discussed it at the library All-Staff quarterly meeting.

Cultural Pass options expanded in January. New is the Portland Opera cultural pass, which provides two free tickets to a matinee performance of the opera. The Oregon State Parks cultural pass is now available digitally, and no longer requires the pass user to come in to the library to get a physical pass.

*-Shasta Sasser, Library Director*





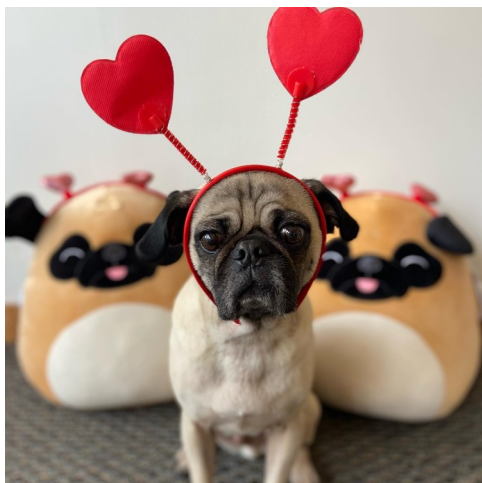
## Parks and Recreation Report | January 2023

### Director's Report:

There are so many great things going on in the Parks and Recreation Department. From the planning and design of upcoming parks, to new programs and offerings, to construction projects, and of course in-person meals and social services. Our team is committed to serving the community in many diverse and meaningful ways and we are always looking to innovate to serve new segments of the population. It is an honor and privilege to be a part of this team and to be actively engaged in the life enhancing services that we provide for the Wilsonville community. Please read on for more details on what the team has been up to in January.

-Kris Ammerman

## Recreation Updates



**THE HUNT FOR CUPID'S HEARTS**

**DIRECTIONS**

Seven red hearts with poems on them are hidden in Memorial Park. Use the clues to find at least five of the seven hearts, and email their locations to Recreation Coordinator, Erica Behler at [bebler@ci.wilsonville.or.us](mailto:bebler@ci.wilsonville.or.us) to be entered to win a children's valentine themed gift basket.

Receive a bonus entry if you include a picture!  
Happy Hunting Wilsonville!

WILSONVILLE  
PARKS & RECREATION

**THE HUNT FOR CUPID'S HEARTS**

**ALL HEARTS ARE HIDDEN IN MEMORIAL PARK**

Clue 1: I love you so much, I can *bear-ly* stand it! 

Clue 2: You're a *home-run*... 

Clue 3: You're my *shelter* from the storm... 

Clue 4: I would jump through *hoops* for you... 

Clue 5: You'll always be by my *slide*...

Clue 6: You make my heart *soar*...

Clue 7: Our love is as steady as the *river*...

WILSONVILLE  
PARKS & RECREATION

### The Hunt for Cupid's Hearts Scavenger Hunt:

The Hunt for Cupid's Hearts kicked off at the end of January. This event is a scavenger hunt which asks participants to find seven red hearts hidden throughout Memorial Park. Clues leading to each heart's location were posted to social media for participants. Participants email in the location of each heart to Recreation Coordinator, Erica Behler and then are entered into a prize drawing to win a valentine's themed gift basket. One of the prizes in the gift basket is a valentine pug squish-mallow stuffed animal, which continues to be popular with kids.

### Sounds of Japan:

Don't miss the upcoming Sounds of Japan event hosted by the Kitakata Sister City Advisory Board. This event will take place on March 18, at 10:00 am at the Wilsonville Community Center, pre-registration is required, and only 14 spots remain! This event will feature live musical performances from Oregon Koto-Kai (Japanese harp) and Portland Taiko (Japanese drum). Tea and light snacks will be provided.

PRESENTED BY THE KITAKATA SISTER CITY ADVISORY BOARD

# SOUNDS OF JAPAN

SATURDAY, MARCH 18 | 10 AM - 12 PM | WILSONVILLE COMMUNITY CENTER  
PRE-REGISTRATION IS REQUIRED | COURSE #10442

THE KITAKATA SISTER CITY ADVISORY BOARD WELCOMES YOU TO 'SOUNDS OF JAPAN' AT THE WILSONVILLE COMMUNITY CENTER. THIS FREE EVENT WILL FEATURE MUSICAL PERFORMANCES FROM OREGON KOTO-KAI AND PORTLAND TAIKO. TRADITIONAL JAPANESE TEA AND SNACKS WILL BE AVAILABLE AT NO COST WHILE SUPPLIES LAST. WHILE THIS EVENT IS FREE, PRE-REGISTRATION IS REQUIRED DUE TO ROOM CAPACITY LIMITS.

 **OREGON KOTO-KAI**  **PORTLAND TAIKO**



## Recreation Updates

### Community Garden:

The Wilsonville Community Garden provides year round gardening opportunities to the Wilsonville community. On February 20, all available community garden plots will go live on our website at [WilsonvilleParksandRec.com](http://WilsonvilleParksandRec.com) for online registration. In-ground garden plots are roughly 10'x10' and cost \$22 for the year, and raised beds are roughly 4'x8' and cost \$25 for the year.



### Victory Academy Work Experience Program:

The Parks and Recreation Department has partnered up with Victory Academy Work Experience program to provide on the job training experiences for students. The purpose of this program is to help students transition into the job world by providing real world experiences in the work place, and in return the department receives volunteer help on various projects and parks maintenance tasks. The Recreation team is working with two students on Mondays from 9am-10am primarily in the Administrative Office. The Parks team works with 4-6 students on Tuesdays from 1pm-2pm. Victory Academy (Victory) is Oregon's only dedicated year-round private school, serving Oregon's children, teens, and young adults affected by Autism and related learning differences (<https://www.victoryacademy.org/>). This semester of the Work Experience program runs from February 6 through June 6.



### Community Center Updates:

- The Community Center's Nutrition Program produced 1,800 meals in January. 1,300 went to the 74 Home Delivered Meal clients and the other 500 went to those enjoying the in-person congregate lunch at the Community Center.
- Life 101 Lecture series kicked off for 2023 with free educational sessions being offered on topics around Alzheimer's and Dementia, Estate Planning and SMART/Ridewise Travel Training. Future lectures include: Healthy Bones and Aging, Long Term Care, and Genealogy.
- All available appointments for AARP's free tax assistance have been booked.
- 2023 class and activities began with Tai Chi (18 participants), Healthy Bones and Balance (24 and 22 participants), and drop in program Sit and Be Fit (averaging 18 per class) all having strong participant numbers.





## Recreation Updates

### Korean War Memorial Foundation of Oregon

The Korean War Memorial Foundation of Oregon announced plans for a ceremony to commemorate Korean War Armistice Anniversary and opening of Interpretive Center. On Saturday, July 28, 2023 at 10:00 a.m. our community will commemorate the signing of the Armistice to end the Korean War (July 27, 1953); the 70th Anniversary of the alliance between the U.S. and the Republic of Korea; and, the grand opening of the Oregon Korean War Memorial Interpretive Center! Consul General Seo of the Korean Consulate in Seattle will speak at the event.

### Wilsonville Community Seniors, Inc. (WCSI)

At the most recent meeting of the Wilsonville Community Seniors Inc., BINGO Totals were shared. 523 people attended, playing 215 games. A total of 310 prizes were awarded which included 256 regular prizes and 54 special gifts. The February WCSI Senior Trip is planned for Thursday, February 9 with lunch at Pastini and then to the Oregon Historical Society for the Motown exhibit.



## Board Highlights

### Parks and Recreation Advisory Board

The Parks and Recreation Advisory Board met in January to discuss board goals and action items for the upcoming year. The board also received a presentation from Kerry Rappold, Natural Resources Manager about Bee City USA.

### Kitakata Sister City Advisory Board

The Kitakata Sister City Advisory Board did not formally meet in January, however, select board members have been participating in ongoing school meetings with Kitakata students. A total of 11 online meetings has/will take place from January-March. Interested in joining one? Email Erica Behler at Behler@ci.wilsonville.or.us

### Arts, Culture, and Heritage Commission

At the January meeting, the Arts, Culture, and Heritage Commission established their mission and vision statements to guide their purpose and scope of work. Additionally they provided feedback to staff on their 5 year Action Plan Draft. They will continue to work through their action items and prioritize timelines for completing the Arts, Culture & Heritage Strategy objectives. The ACHC are continuing to learn about the City's existing Public Art Collection including locations, artists, year acquired, which pieces were donations vs. purchases, materials used, condition, etc. This information will be utilized to formulate future Wilsonville Public Art policies and procedures. The next ACHC meeting is Wednesday February 18, 2023.

## Upcoming Events

**Sounds of Japan:** Saturday, March 18 at 10:00 am, Wilsonville Community Center

**Community Egg Hunt:** Saturday, April 8 at 10:00 am, Memorial Park baseball fields

**Spring/Summer Registration:** Saturday, April 15— WilsonvilleParksandRec.com

**Goat Petting Day:** Saturday, May 6 at 10:00 am, Memorial Park (near maintenance barn)



## Parks Team Updates

### Boones Ferry North Trail

The team has made great progress on the new .19 mile trail extension in the north section of Boones Ferry Park in January. Clearing away invasive blackberry and prepping the path area as well as clearing problem trees were on the to-do list this month. The team will continue to work into the summer to begin a forest restoration and trail installation in this area.



**Start of Trail near Tauchman St.**



**Forested area on Trail**

### Memorial Park Lighting Infrastructure

Park and Recreation Teammates worked closely with a contractor to implement an updated support structure for the power panels in Memorial Park. These panels ensure lighting on most of the athletic spaces in Memorial Park. The improvement will help ensure safe and reliable function for years to come.



**Removing Original Wood Supports**



**New Metal Supports**



## Parks Team Updates

### Regional Park 7/8 Phase 2

Projected Completion—Early 2023

- Playground and shelters near completion
- Landscaping is being finalized



Testing the New Playground



New Retaining Wall Installed

### Regional Park 5/6

Projected Completion—Early 2023

- Dog Park Being Installed
- Landscaping nearing completion



Dog Park Shelters



Understory Cleared of Blackberries





# City of Wilsonville Police

January 2023



## PIQUING THE INTEREST OF KIDS

During mid-January, School Resource Officer (SRO), Deputy Zachary Keirse, toured a classroom of young children through the Wilsonville Police Department. He demonstrated some of the equipment we use to do our jobs and had them investigate his squad car.



## COMMERCIAL BURGLARIES

Some businesses in the SW 95th Ave area of Wilsonville experienced burglaries during January 2023. Police, detectives, and members of the Sheriff's Crime Scene Investigation Unit (CSIU) have been diligently following-up on leads and surveillance footage, but to date, have limited suspect information.

Persons with knowledge of suspects in these cases are encouraged to contact the Wilsonville Police Department through non-emergency, 503-655-8211, or to leave a tip on the Clackamas County Sheriff's Office Tip Line, 503-723-4949.

## WILSONVILLE POLICE WELCOMES THE ADDITION OF A MENTAL HEALTH SPECIALIST

We welcomed Brenda Evans to our department. She was hired late in 2022 and underwent extensive training, before integrating into our office during January. Ms. Evans is a member of the County's Behavioral Health Unit (BHU), and the City's first dedicated mental health specialist.



Evans comes to us with a Master's Degree in Social Work and more than 10 years of trauma-informed experience. Her skillset will be an invaluable asset to the community of Wilsonville and its police department. She will provide critical, compassionate care to community members experiencing mental health crises, and free up officers to focus on more traditional police work including patrol and investigations



# City of Wilsonville

## Call Activity

# 1,175

Total Calls

### YEAR 2023

High Priority • 126

Medium Priority • 781

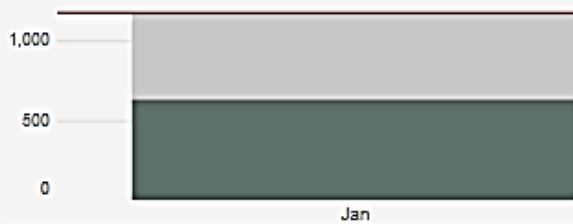
Low Priority • 268

Public-Initiated • 632

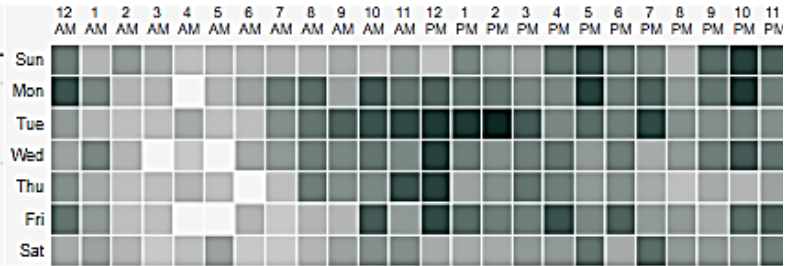
Deputy-Initiated • 543

#### Call Activity by Month & Year

\*Use filters at top to filter by month/year 2023



#### Call Activity by Day of Week & Hour of Day



This dashboard is maintained by CCSO's Strategic Analysis Unit.  
Data Source: Clackamas County Communication's Computer Aided Dispatch (CAD) software.  
Updated: 2/1/2023 4:59:20 PM (UTC).

### JANUARY 2023

**62**  
Alarm

**80**  
Assist

**69**  
Civil

**185**  
Crime

**296**  
Disorder

**106**  
Follow-Up

**76**  
Other

**301**  
Traffic

**Alarm** Alarm 62

**Assist** Assist Public 52  
Assist Fire/Medical 12  
Assist Other Agency 8  
Missing Person 4  
Warrant 3  
Assist Law Enforcement 1

**Civil** Civil 57  
Behavioral Health 12

**Crime** Theft 25  
Domestic Violence 23  
Criminal Mischief 21  
Trespass 21  
Harassment/Menacing 19  
Assault/Abuse 18  
Hit & Run 14  
Burglary 13  
Fraud 10  
Stolen Vehicle 8  
Vice 7  
Sex Offense 2  
Violation of Restraining Order 2  
Arson 1  
Robbery 1

**Disorder** Suspicious Activity 160  
Welfare Check 44  
Parking Disorder 19  
Subject Contact 15  
Juvenile Disorder 11  
Animal Disorder 9  
Disturbance 9  
Premise Check 9  
Noise Disorder 8  
Extra Patrol 4  
Ordinance Disorder 3  
Shots Fired 3  
Unwanted Person 3  
Prowler 1

**Follow-Up** Follow-Up 106

**Other** Other 76

**Traffic** Traffic Stop 244  
Traffic Crash 22  
Traffic Disorder 19  
Hazard 12  
DUII 4

[Dashboards](#) | [Clackamas County](#)

### From The Director's Office:

Unique construction techniques are being used in the building of the Public Work Complex. In the bottom right area of the aerial photo below is the foundation of the administration building. The tilt-up wall panel sections for administration building are being constructed on site on top of the foundation slab. A "bond break" material is spread over the concrete slab and then the wall sections are formed with plywood around the edges and blocking out the areas that will become either doors, windows or other wall penetrations. Reinforcement bars are placed in the wall cavity and concrete is poured to fill the form. The face of the wall is finished to a smooth texture and then another layer of "bond break" is spread and second set of wall panel sections are formed and poured. This process is repeated until all the wall sections are created. Once the wall panels concrete is cured then the sections will be pulled up and hoisted by a crane to be set into place around the perimeter of the administration building.



Best Regards,

Delora Kerber, Public Works Director



## Utilities—Water

### Tapping a Water Main in Charbonneau

The Utilities crew performed a water main tap to install a new service line for a residence in Charbonneau. When the service line was originally installed, it was configured as a single line coming across the road and then splitting to service two homes. When the main shutoff valve to the meter or 'curb stop' failed, the only option was to upgrade to the current construction standards and create a separate service line.



The water main was located on the opposite side of the street from the home, so a trench across the roadway was required. Staff excavated down to the main line and cleared the soil around the section to be 'tapped'. Staff drilled a hole into the water main using special equipment to install a corp stop valve and a new service line. Once the line was connected; the trench was backfilled and compacted in preparation for paving.





## Utilities—Water cont.

### Routine Hydrant Inspections

The crew wrapped up another round of hydrant inspections. Hydrant inspections ensure that each hydrant operates smoothly and drains properly when shut off. Hydrants are looked over from top to bottom, lubricated and rebuilt if needed. Staff make sure they are visible and they are easily accessible.

### Large Meter Testing

Oregon Meter Repair was brought in to test and calibrate a portion of the large meters in the City. Meters that are three inches and larger are tested to verify accuracy. These meters are located at the larger commercial properties, industrial facilities and schools.

The process for testing a meter consists of using a calibrated bench tested meter that the contractor provides. The calibrated meter is connected to the meter being tested. Water is run through both meters and compared for accuracy. If necessary the contractor performs any repairs or adjustments to the meter while on site. If the meter is not repairable it is scheduled to be replaced.



*Accessing a commercial meter*



*Attaching to the calibrated meter*



## Utilities—Wastewater

### Routine Cleaning and Video Inspections

The crew continues to perform cleaning and closed-circuit television (CCTV) work in Charbonneau. This month the crew encountered a few spots which required additional root cutting within the main sewer line and CCTV work was done after cleaning to ensure the roots had been removed.

### Nozzle Demonstration

Wastewater and Stormwater staff attended a vendor demonstration of different nozzle options that can be utilized on the combination cleaning truck for cleaning stormwater and sewer lines. The demo was informative and allowed the operators to visually see the spray pattern of each nozzle through a transparent tube. The tube was equipped with a flow meter and pressure gauge allowing them to see how much water would be used with the various nozzles.



## Stormwater

### Sinkhole on St. Helens Drive

A citizen reported a sinkhole on St. Helens Drive. Further investigation confirmed the presence of a cavity in the asphalt in the cul-de-sac. Utilities staff responded to provide locate services and assistance with operation of the vacuum truck to remove soil to determine if a water or sewer service line was involved. The cause of the hole appears to be as a result of a failed stormwater manhole. The crew temporarily sealed the leak from the manhole and ensured the street is safe for pedestrians and vehicle traffic. Repairs are scheduled to be completed the first week of February.



### Manhole Raise in Charbonneau

During routine cleaning of city inlets in Charbonneau, our crew discovered a sunken manhole that had been buried for a significant amount of time. Staff dug out the manhole, added a ring to lift the lid to the new height, and filled the soil back in.

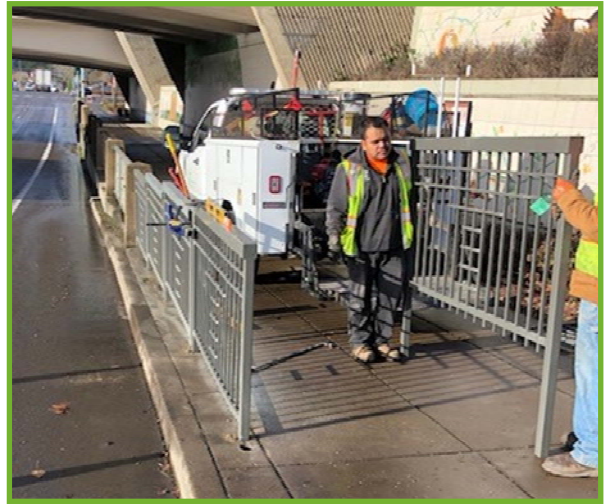




## Roads

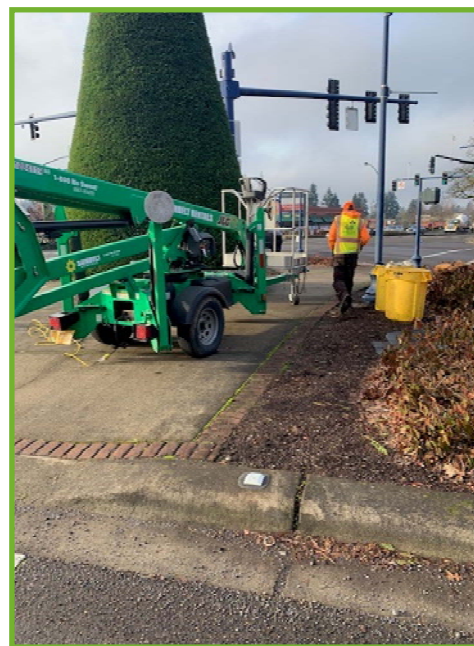
### Installing Railing at Beauty and the Bridge

A recent traffic collision damaged the custom railing at the I-5 underpass. The panels are traffic collision rated to protect pedestrians while also providing a decorative flair. These panels are special order so our Roads team order more than was need for this repair to have them on hand for a quicker replace should the need arise.



### Saying “Until Next Time” to Winter Holiday Cheer

Roads staff completed the last few tasks to pack away the holiday decorations. The ornaments, ribbon and lights were taken down from the Leyland Cypress on Wilsonville Road at Boones Ferry Road using a 35 foot electric lift. Staff must gear up and tie in to complete this work—requiring special training and being comfortable working at approximately 30 feet over the ground.



# SMART

SOUTH METRO AREA  REGIONAL TRANSIT

January 2023 Report

A New Year's wish for all who call me friend, and especially, for those who don't. May your life be long and productive. So long that you never wonder where the time went. May your next wait in line be short and pleasant. So short that you have no time to complain or vent. May you meet someone who makes you a better human being. So much better than anyone has ever seen. Finally, may your dreams and your tomorrows be totally void of deferrals and sorrows.

*Happy New Year!*

Dwight Brashear  
Transit Director





**Fleet Services – Scott Simonton Fleet Services Manager**

As we continue to navigate vehicle shortages, and extremely long lead times, there is finally some good news to report. Three cutaway buses, for SMART, have finally gone into production. These vehicles were originally scheduled to arrive in Wilsonville February, 2022.

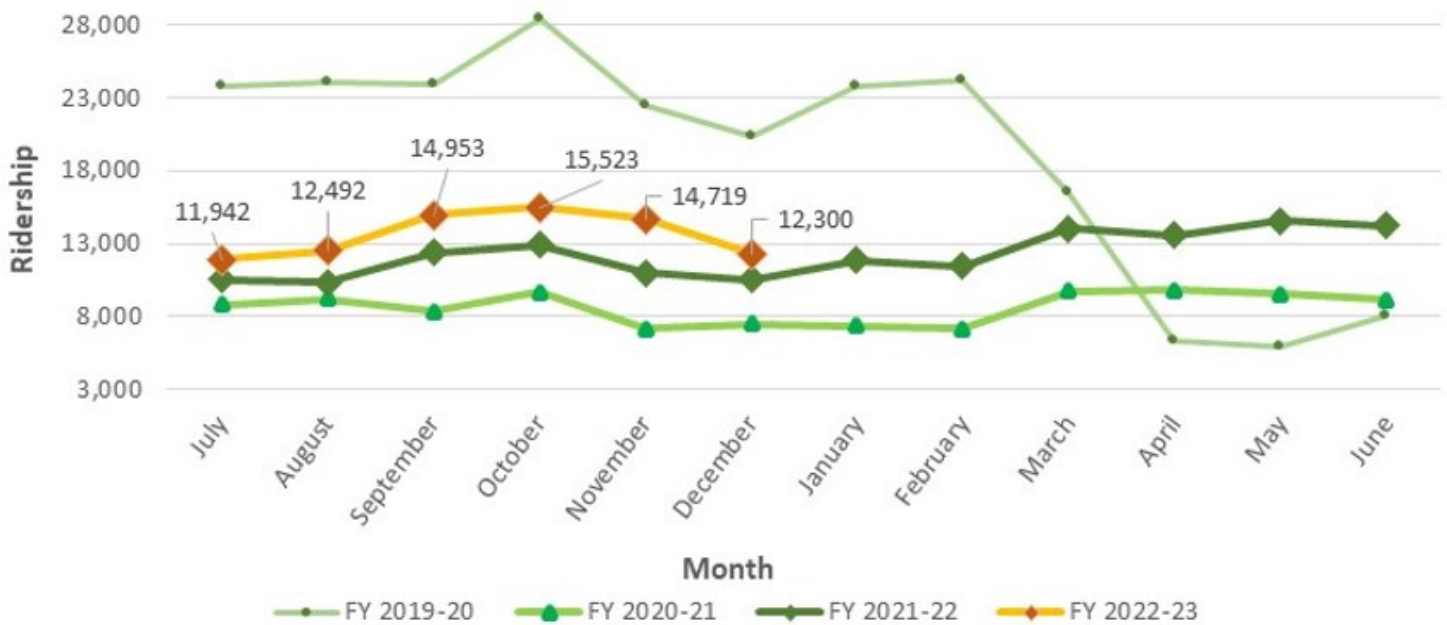
We worked with the vendor to overcome factory closures, component shortages, and labor shortages, arriving at a new delivery schedule.

We now anticipate arrival of the buses in late March.

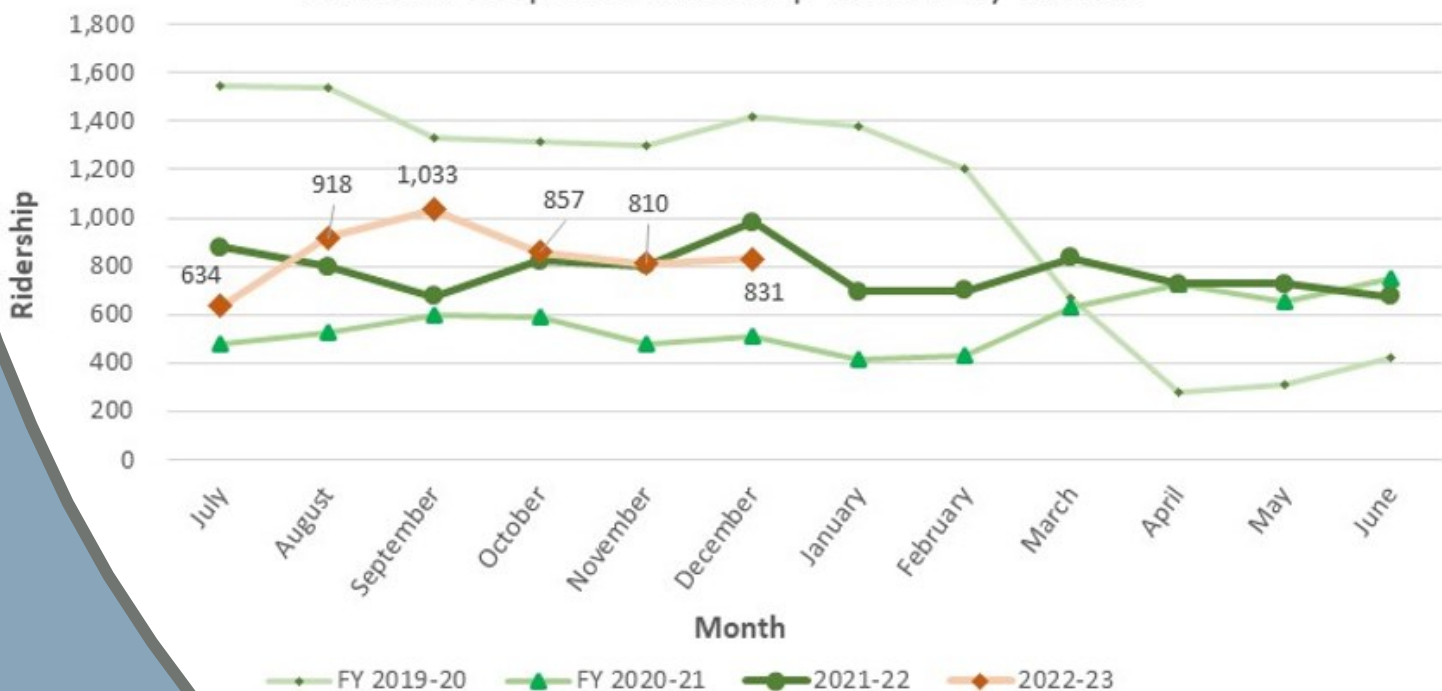


## Operations - Eric Loomis Operations Manager

Fixed Route Ridership Trends by Month

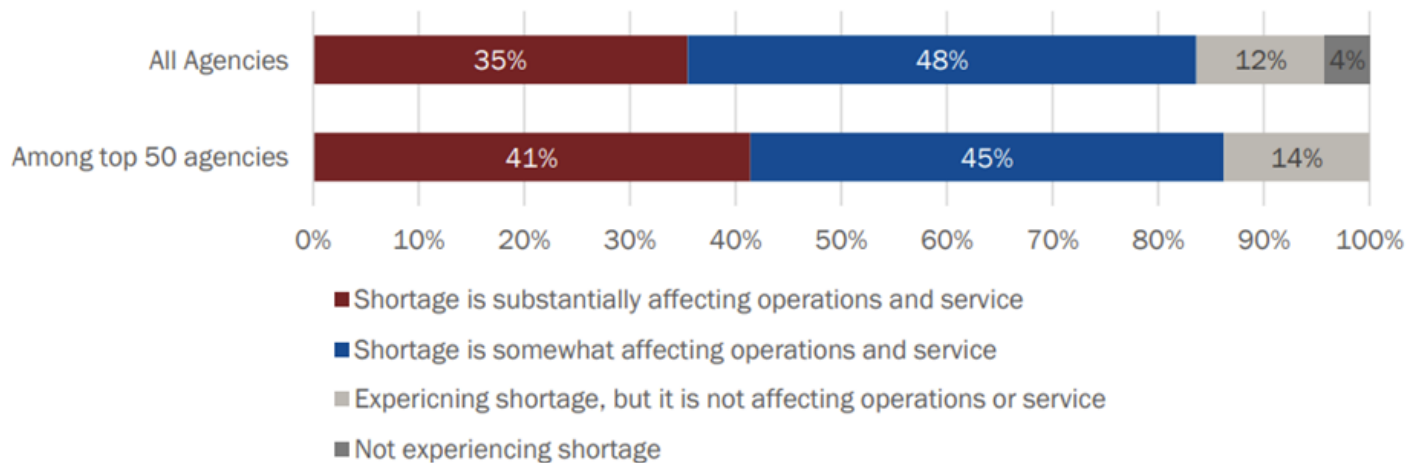


Demand Response Ridership Trends by Month



## Operations - Eric Loomis Operations Manager

FIGURE 1: SEVERITY AND IMPACT OF TRANSIT WORKFORCE SHORTAGE BY AGENCY SIZE



Nationwide, SMART is among the 48% of transit agencies where the shortage is somewhat affecting operations and service. A study prepared for American Public Transportation Association (APTA) breaks down the causes behind the transit workforce shortage.

Figure 1 illustrates the severity and impact of the transit workforce shortage by agency size. The assessment gives a background as to why a shortage is occurring, including reasons such as a strong labor market, complex regulatory framework, and access to childcare.

The top reason is retirements due to an aging workforce.

With this information in mind, the

City has been working diligently the last several months to set itself apart from the national trend by painting a picture of fulfillment and meaningful contribution to a team full of strong values and culture. Expedited recruitment practices such as conducting interviews as soon as applications are submitted has helped keep the attention of prospective candidates. In January SMART was able to hire three new drivers in January, alleviating the stresses felt by a national workforce shortage in transit and bringing our driver workforce up to 84% of our goal.

You can see more details of the APTA study at <https://www.apta.com/wp-content/uploads/APTA-Transit-Workforce-Shortage-Report.pdf>.

## Grants & Program Manager - Kelsey Lewis

We are finalizing a Request for Proposals to design our Transit and Fleet yard expansion at our current SMART facility. This project will include the engineering work to move underground the electrical bus charging, expand the area for bus parking, make space for an automated bus wash station, and reconfigure our security gate. The expansion would take place within our current property area so there is no need for land purchase. These changes will help us continue to transition to alternative fuels and add bus service to Clackamas Town Center. We plan for this design process to take place in 2023 with potential construction in 2024.



## Transportation Options - Michelle Marston Program Coordinator



January brought fresh interest in our vanpool program. SMART staff and Commute with Enterprise hosted online meetings with DW Fritz to organize and develop possible vanpool solutions for those employees with long commutes. We also worked to develop a new updated 2023 Trip Reduction Plan to meet the DEQ ECO requirements.

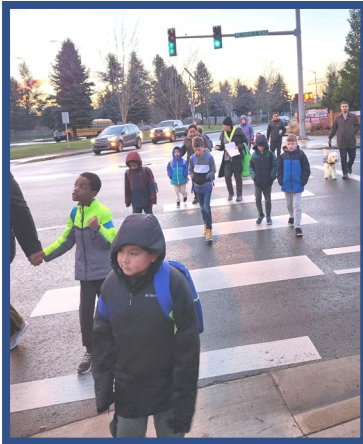
In addition we worked to update the SMART Emergency Ride Home program and made it available to all employees who chose alternatives to driving alone at DW Fritz.

The SMART Emergency Ride Home (ERH) program provides part or full-time employees of ERH-registered businesses who either use SMART services, vanpool, carpool, bike or walk to work with four (4) free emergency rides home a year in the event of an unexpected emergency or unscheduled overtime. A SMART supervisor will provide the emergency ride home or schedule a ride for the commuter through a taxi or ride sourcing company.





## Transportation Options - Patty Tiburcio Mobility Technician



Before Wilsonville schools went on winter break, SMART and Northwest Housing Alternatives (NHA) staff executed two Walking School Buses (WSB) to Boones Ferry Primary School (BFPS) to expose families to the

idea of walking to school as a group. In January, with kids back in school, SMART and (NHA) staff resumed Autumn Park's Walking School Bus to BFPS. SMART and NHA aim to increase the number of BFPS families walking to school and to alleviate the drop-off congestion that occurs in the morning. SMART staff posted flyers on apartments that have children attending BFPS. All flyers and messaging were made available in Spanish.

In January, SMART staff worked to promote upcoming events such as RideWise Travel

Training, Spring Learn-to-Ride Bike Clinics and Winter Walk+Roll to School Day. SMART staff promoted these events through social media, the Boones Ferry Messenger, school newsletters, West Linn Wilsonville School District Community Bulletin Board, and via emails to local groups/ organizations and school parent-teacher association groups. All flyers and messaging were made available in both English and Spanish.

In 2023, SMART is looking to expand community programs by adding a Summer Bike Adventure Camp and weekly summer Neighborhood Bike Rides. The Bike Adventure Camp is a weeklong program where campers learn to ride safely on streets, do minor mechanical maintenance on their bikes, and do a lot of riding and having fun. The goal is to create lifelong cyclists because of the fun and skills they learn at camp.

The Neighborhood Bike Rides are short, neighborhood-friendly rides for all ages in the community. This is a healthy and fun way for locals and visitors to explore the community.



*Villebois Neighborhood Bike Ride*