



CITY COUNCIL MEETING AGENDA

April 04, 2022 at 7:00 PM

City Hall Council Chambers & Remote Video Conferencing

PARTICIPANTS MAY WATCH THE CITY COUNCIL MEETING AT:

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

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

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

TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

To participate remotely, please register with the City Recorder:

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

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

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

City Recorder - Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

CITY COUNCIL MISSION STATEMENT

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

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, April 4, 2022 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on March 22, 2022. 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. [Wilsonville Wildcats Week Proclamation](#)
5. City Attorney Employment Agreement (*Villagrana*)
6. [Upcoming Meetings](#)

COMMUNICATIONS [7:25 PM]

7. [Representative Courtney Neron 2022 Legislative Session Presentation \(*Ottenad*\)](#)
8. Wilsonville Little League Bleachers - CEP (*Mombert/Brian Clark*)

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:55 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 citizens input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.*

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [8:05 PM]

9. Council President Akervall
10. Councilor Lehan
11. Councilor West
12. Councilor Linville

CONSENT AGENDA [8:25 PM]

13. [Resolution No. 2961](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Northstar Electrical Contractors, Inc To Construct Street Lighting LED Conversion – Phase 2 Project \(CIP #4722\) \(*Montalvo*\)](#)

14. [Resolution No. 2965](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Jarrett Walker And Associates, LLC For The Update Of The Transit Master Plan. \(*Lewis*\)](#)

15. [Resolution No. 2968](#)

[A Resolution Of The City Of Wilsonville Approving A Goods And Services Contract With Northwest Playground Equipment, Inc. For the Villebois Regional Park 7 And 8 Amenities. \(Schull\)](#)

16. [Minutes of the March 21, 2022 City Council Meeting \(Veliz\)](#)

NEW BUSINESS [8:30 PM]

CONTINUING BUSINESS [8:30 PM]

PUBLIC HEARING [8:30 PM]

17. [Ordinance No. 857 - 1st Reading \(Quasi-Judicial Hearing\)](#)

[An Ordinance Of The City Of Wilsonville Annexing Approximately 12.95 Acres Of Property Located To The North Of SW Frog Pond Lane Into The City Limits Of The City Of Wilsonville, Oregon; The Land Is More Particularly Described As Tax Lot 500, And A Portion Of SW Frog Pond Lane Right-Of-Way, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Darrell R. Lauer, Sandi L. Lauer, Petitioners. \(Bradford\)](#)

18. [Ordinance No. 858 -1st Reading \(Quasi-Judicial Hearing\)](#)

[An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Clackamas County Rural Residential Farm Forest 5-Acre \(RRFF-5\) Zone To The Residential Neighborhood \(RN\) Zone On Approximately 12.80 Acres To The North Of SW Frog Pond Lane; The Land Is More Particularly Described As Tax Lot 500, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Venture Properties, Inc., Applicant. \(Bradford\)](#)

CITY MANAGER'S BUSINESS [8:45 PM]

LEGAL BUSINESS [8:50 PM]

ADJOURN [8:55 PM]

[INFORMATIONAL ITEMS – No Council Action Necessary](#)

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 CityRecorder@ci.wilsonville.or.us or 503-570-1506: assistive listening devices (ALD), sign language interpreter, bilingual interpreter. Those who need accessibility assistance can contact the city by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication.

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

Proclamation
Wilsonville Wildcats Week
April 4-8, 2022

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

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

WHEREAS, These Wildcats have showed off their considerable skills not just on the court, but in the classroom, where they posed a cumulative grade point average of 3.52, and;

WHEREAS, The 2021-22 Wildcat Boys finished the season as Northwest Oregon Conference Champions, posting a conference record of 13-1 and an overall record of 27-2, and;

WHEREAS, The team completed its season with an unblemished 12-0 home record, a 16-game winning streak, and four more wins than any other team in the 5A classification;

WHEREAS, Wilsonville's tenacious defense was the best in Oregon, allowing opponents just 36.5 points per game, and;

WHEREAS, This juggernaut posted an average margin of victory of +21.9 points per game over the course of the season, and;

WHEREAS, The Wildcats endured a two-season stretch when their post-season dreams were dashed by a pandemic that forced the cancellation of the State Basketball Tournament in 2020 and again in 2021, and;

WHEREAS, The Wilsonville Boys returned to the State Tournament as the #3 seed and compiled a perfect 4-0 record, shooting a tournament-best 57.3 percent from the field, and;

WHEREAS, This remarkable team extended its own State record by appearing in the state championship game for the sixth consecutive time, and

WHEREAS, On Saturday, March 12, 2022, under the guidance of head coach Chris Roche, the Wilsonville High School Boys Varsity Basketball team defended its 2019 State Championship, winning the title for the fourth time in the last five years it has been contested, and;

WHEREAS, This Wildcats Boys Varsity Basketball team displayed consistent excellence and exemplary sportsmanship and finished the year with a dominant 22-1 record against 5A competition. Their success on the court and in the classroom generated positive attention, excitement and community pride, while serving as an example and inspiration to the Wilsonville community.

**NOW, THEREFORE, the Wilsonville City Council proclaims
 April 4–8, 2022, as: “WILSONVILLE WILDCATS WEEK”**

The Wilsonville City Council commends the passion, resilience, and sportsmanship demonstrated by Wilsonville High School students, parents, and community members; and we congratulate the members of the 2021-22 Wildcats Boys Varsity Basketball team for winning a State Championship.

IN WITNESS WHEREOF, We set our hands and cause the seal of the City of Wilsonville to be affixed this 4th day of April, 2022.

Mayor Julie Fitzgerald

Council President Kristin Akervall

Councilor Charlotte Lehan

Councilor Joann Linville

Councilor Ben West

CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings

Items known as of 03/28/22

April

Date	Day	Time	Event	Location
4/4	Monday	7:00 p.m.	City Council Meeting	Council Chambers
4/5	Tuesday	5:00 p.m.	Municipal Traffic Court	City Hall
4/5	Tuesday	6:00 p.m.	Tourism Promotion Committee	Virtual
4/11	Monday	6:30 p.m.	DRB Panel A	Council Chambers
4/12	Tuesday	6:00 p.m.	Diversity, Equity and Inclusion (DEI) Committee	Virtual
4/13	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
4/14	Thursday	4:00 p.m.	Parks and Recreation Advisory Board	Virtual
4/18	Monday	7:00 p.m.	City Council Meeting	Council Chambers
4/19	Tuesday	5:00 p.m.	Municipal Traffic Court	City Hall
4/25	Monday	6:30 p.m.	DRB Panel B	Council Chambers
4/27	Thursday	6:30 p.m.	Library Board Meeting	Library

Community Events:

- 4/7 Ladies Afternoon Out from 1:00 p.m. – 4:00 p.m. at the Community Center
- 4/6 Haiku: Poetry for Everyone from 11:00 a.m. – 12:30 p.m. online
- 4/9 Soccer Shots from 9:00 a.m. – 12:10 p.m. at Memorial Park
- 4/11 Bridge Group 1:00 p.m. - 4:00 a.m. at the Community Center
- 4/12 Ukulele Jam from 9:00 a.m. - 11:00 a.m. at the Parks & Rec. Admin Bldg.
- 4/12 Quilters from 9:00 a.m. – 11:45 a.m. at the Tauchman House
- 4/13 Tai Chi Chih Basics from 10:55 a.m. - 11:55 a.m. at the Community Center
- 4/14 Storytime from 10:30 a.m. – 11:00 a.m. at Stein-Boozier Barn
- 4/14 Ladies Afternoon Out from 1:00 p.m. – 4:00 p.m. at the Community Center
- 4/16 Community Egg Hunt 10:00 a.m. at Memorial Park
- 4/23 Tree Planting Event with Friends of Trees all day
- 4/16 Oil Painting from 10:00 a.m. - 2:00 p.m. at the Parks and Recreation Administration Building
- 4/19 Dance Fitness from 6:00 p.m. – 7:00 p.m. at the Community Center
- 4/19 Long Term Care Webinar with Rose Elder Law at 10:00 a.m. online
- 4/20 Pinochle/Cribbage from 1:00 p.m. – 4:00 p.m. at the Community Center
- 4/21 Bridge for Beginners from 10:00 a.m. - 11:30 a.m. at the Community Center
- 4/21 Storytime from 10:30 a.m. – 11:00 a.m. at Stein-Boozier Barn
- 4/21 Ladies Afternoon Out from 1:00 p.m. – 4:00 p.m. at the Community Center
- 4/23 Soccer Shots from 9:00 a.m. – 12:10 p.m. at Memorial Park
- 4/28 Ladies Afternoon Out from 1:00 p.m. – 4:00 p.m. at the Community Center
- 4/23 Organic Gardening 101 from 10:00 a.m. – 11:00 a.m. at the Grove Shelter
- 4/30 WERK (Wilsonville Environmental Resource Keepers) Day from 9:00 a.m. – 11:00 a.m. at Community Center
- 4/25 American Red Cross Blood Drive from 10:00 a.m. – 4:30 p.m. at the Library
- 4/26 Quilters from 9:00 a.m. – 11:45 a.m. at the Tauchman House
- 4/26 Intro to Nature Journaling from 5:30 p.m. – 7:00 p.m. at the Community Center
- 4/27 Pinochle/Cribbage from 1:00 p.m. – 4:00 p.m. at the Community Center
- 4/28 Storytime from 10:30 a.m. – 11:00 a.m. at Stein-Boozier Barn
- 4/29 Bridge Group 1:00 p.m. - 4:00 a.m. at the Community Center
- 4/30 Soccer Shots from 9:00 a.m. – 12:10 p.m. at Memorial Park
- 5/14 Bulky Waste Day from 9:00 a.m. – 1:0 p.m. at Republic Services
- 5/30 City Offices, Library & SMART Closed in Observance of Memorial Day

THE LEO COMPANY, LLC

MARKETING, PUBLIC & GOVERNMENT AFFAIRS COUNSEL

Short Session Legislative Report February 1 to March 4, 2022 For the City of Wilsonville/SMART

Overview

The 2022 Legislative Session successfully made budget decisions, adjustments to bills from the 2021 Legislative Long Session, addressed emergent issues, commissioned studies and adjourned Sine Die three days before the Constitutional deadline with little controversy.

Of the 275 bills and measures introduced, 119 were passed by both the House and Senate, and close to half are still awaiting the Governor's Signature at the time of this writing.

Only 7.5% of the bills considered were decided along party line votes. A new House Speaker with a more cooperative approach along with the departing, popular Senate President, the longest serving state legislator in Oregon history, both created goodwill which was generously reinforced by \$2.2 Billion available to spend, where nearly every member took home funding for meritorious local and regional projects. The 2022 Legislature had an ambitious policy funding agenda.

Federal relief money from late 2021, \$800 Million in projected revenues in excess of budgeted funds, and the an additional \$400 Million in unspent agency funds gave this legislature a historic opportunity to fund a long list of priorities and send the majority of legislators of both parties home with funding for priorities, statewide and local.

Legislative Funding Priorities, from Rep. Neron's End of Session Legislative Report:

- \$400 million for affordable housing and our urgent **homelessness** crisis
- \$200 million for Future Ready Oregon **workforce** development
- \$300 million for educator recruitment and retention (HB 4030), summer **learning** opportunities, wild-fire impacted school districts and addressing educational disparities.
- \$300 million to meet the state's medical and behavioral **healthcare needs** while supporting our frontline healthcare workers.
- \$100 million **climate** resilience budget that tackles drought, extreme weather, & infrastructure
- \$100 million investment to expand access to **childcare** and support childcare providers and workforce (HB 4005)
- \$200 million investments for **broadband** infrastructure (HB 4092)
- \$300 million to bring down the **cost of living** and provide relief for working families

Source: Representative Courtney Neron, Town Hall presentation - March 12, 2022

43% of House members and about a 27% of senators who were sworn in January 2021 are not planning to return in the same capacity for 2023 Legislature (some resigned, and many running for other offices), ending a legislative cycle which was challenged by a global pandemic, wildfire, civil unrest and partisanship unparalleled in Oregon history. The 2022 “short session” was a respite, addressing the important questions and leaving this biennial cycle on a high note.

Success with Key City Council priorities in 2022 Session

The Short Legislative Sessions in even years were intended to reconcile state agency budgets and hear new ideas, but in recent years have become a fast-moving vehicle for substantive pieces of legislation.

Aside from a successful request for a significant budget allocation for the transit center project, the City was in its typical defensive posture to amend or stop concerning legislation that would impose unfunded mandates or preempt local control, with the Wilsonville Council Agenda 2021-2022 as the policy guide.

Bills Wilsonville Opposed That Died

HB 4063 - A bill that would have shortened the permitting process, died in the Joint Committee on Ways & Means upon adjournment.

HB 4065 - A bill to expand the Urban Growth Boundary outside of Metro process. Died in House Committee on Housing at the first Session Deadline.

Wilsonville had a very successful 2022 Session due to the close working relationship it has with our state legislative delegation and our ability to work in coordination with the League of Oregon Cities and other local governments with aligned interests. Policy work at the Oregon Legislature is a coalition effort where we work cooperatively with other cities to meet the public policy goals of determined by our Wilsonville City Council.

Priority Policy Bill List for the City in the Short Session

The City commented on bills that were most relevant to the City Council’s legislative priorities. Other bills were only monitored. This table lists the 10 most significant bills grouped by the City’s Legislative Agenda topics. See summaries of both the priority bills and all of the monitored bills in the next section for additional details on each bill.

Legislative Agenda Area	Topic/Issue	Bill Number	City Position	Outcome
Transportation & Transit Infrastructure	Budget Reconciliation Bill - included \$1.9 M for SMART Transit Center	HB 5202A	Supported	Passed
Economic & Community Development	SDC Study Timeline Extended	HB 4014	Supported	Passed
	Substantial Completion - would have allowed filing requests of building permits while plats are being completed	HB 4063	Opposed without significant amendments	Failed, died in the Joint Committee on Ways & Means
	Prohibit local governments from prohibiting siting of prefabricated structures in all residential zones	HB 4064	Monitored	Passed as amended
	Omnibus Broadband funding - Cybersecurity program upgrade also added to this omnibus bill	HB 4092	Supported with coalition testimony	Passed
	UGB expansion outside the Metro UGB Expansion process	HB 4118	Opposed	Failed, died in the House Committee on Housing
	Cybersecurity Program to be funded and enhanced	HB 4155	Supported with testimony	Passed (part of HB 4092)
Environmental Impact	Establish a statewide Reach Code that cities can adopt to make new buildings 10% more energy efficient - Optional as amended	SB 1518	Monitored	Passed
	Require owners or operators of bulk oils and liquid fuels terminals to conduct and submit seismic vulnerability assessments to DEQ	SB 1567	Monitored	Passed
	Establishes product stewardship program for mattresses	SB 1576	Supported	Passed

Post-Session Bill Summaries

This section contains a brief summary of all 20 bills, and suites of bills, monitored by the City of Wilsonville, listed in numeric order under each topic. We thank the League of Oregon Cities staff for their cooperation and for the generous use of some of the bill descriptions used below.

★ *Indicates priority legislation for the City of Wilsonville*

Governance

HB 1440 — Public Meeting Oversight

Monitored. Failed.

HB 4110 was introduced by Rep. Courtney Neron and would have expanded the Oregon Government Ethics Commission's ability to investigate public meetings, including those of local governments. The bill ultimately failed to receive a work session and did not advance.

The proposed legislation pertaining to Oregon Government Ethics Commission (OGEC) being charged with additional duties pertaining to Open Meeting Laws Violations, the Enforcement of violations, and possible administering of Fines was carefully monitored by the City. As written it could place addition liability on elected councilors and elected officials at other levels of local government. Since most local and district elected officials are unpaid volunteers, additional burdens and mandates were concerning. Counties opposed the additional auditing requirements which would be burdensome to staff. Also there were concerns that added oversight by the already overburdened OGEC would have made the mandates ineffective. This proposed legislation which arose out of conflict on a special district board in another jurisdiction, may come back in a different form in future sessions, possible more successful with a narrowed scope to address the specific problems in this type of special district.

We describe this because it was one of two priority bills offered by Representative Neron this session and is likely to come back in the 2023 Legislative Session.

Transit-Oriented Affordable Housing Development

★ **HB 5202A — Gap funding for City of Wilsonville Transit-Oriented Affordable Housing Development at Wilsonville Transit Center**
Supported. Passed.

In the Budget Reconciliation Bill (aka "Christmas Tree Bill") at the end of the session, infrastructure funds were allocated for \$1,926,000 to build the Wilsonville SMART Transit Information Center and potential office space for Wilsonville Community Sharing and other supportive services, planned to be co-located with Affordable Housing and supportive services in Transit-Oriented Development.

Economic and Community Development

SB 1536A [& HB 4058] — Emergency Heat and Air Quality Relief Bills

Monitored. Passed.

This bill limits restrictions on installing portable cooling devices in residences by landlords, homeowners associations, condominium associations and local governments, allowing residents to install such units for relief from heat and/or poor air quality conditions.

Language from HB 4058 was incorporated into SB 1536A, specifying need-based assistance for purchase of cooling and air quality units.

SB 1537 — Housing Cost Impact Statements

Monitored. Failed.

This bill would have made updates to the “housing cost impact statement” analysis that state agencies are required to complete as part of administrative rulemaking. The updates would require agencies to calculate an estimate of the effect of a proposed rule on the cost of development. Designed to undermine regulations that are implementing what agencies have been directed to do by the Legislature, including wildfire resiliency and energy efficiency regulations.

SB 1537 was introduced by the Senate Committee on Housing and Development on behalf of the Oregon Homebuilders Association. It died in the House Committee on Rules upon adjournment.

HB 4004 — Resources for Mental Health Care

Monitored. Passed.

This bill requires Oregon Health Authority to distribute grants to behavioral health care providers for staff compensation and workforce retention and recruitment. This law will sunset on January 2, 2023. This is an issue of concern for City Council which generally supports greater financial support for mental health programs.

★ HB 4014 — SDC Study Timeline Extension

Supported. Passed.

Chapter 1, (2022 Laws): Effective date March 2, 2022.

House Economic Recovery and Prosperity Committee provided more time to study the System Development Charge issue. Makes no changes in how SDCs are currently charged.

Under HB 3040 (2021), Oregon Housing and Community Services (OHCS) is required to conduct a comprehensive study of system development charges. A preliminary report was submitted on December 30, 2021 and a final report is due by June 1, 2022. HB 4014 changes the date by

which the final report is due to December 15, 2022 to give OHCS additional time to conduct the study and engage stakeholders. The measure includes an emergency clause and will take effect immediately upon passage.

HB 4051 — Homeless Support, a Technical Fix to 2021 Affordable Housing Bill

Monitored. Passed.

HB 4051 has three key extensions that are critical for responding to the homeless crisis: 1) Adding one additional year to shelter siting provisions from HB 2006 (2021); 2) A necessary technical fix to SB 8 (2021), which allows more flexibility by clarifying that eligibility is based on ownership of the property not the housing unit; and 3) HB 2100 (2021) called for a *Task Force on Homelessness and Racial Disparities* to fully address the issues and offer a more comprehensive assessment additional time was added.

SB 8 (2021) included provisions which allowed affordable housing to be built on land that was zoned commercial, publicly owned, or religiously owned, or if the land was owned by a public body or a religious institution. The League of Oregon Cities (LOC) and Oregon City Planning Directors Association (OCPDA) worked closely with affordable housing developers in the 2021 Session to provide technical improvements to the bill. Unfortunately, the bill passed with a technical error: In Section 1(2)(a), it reads “the housing is owned by” when it should read “the land is owned by.” Public landowners (local governments) and religious institutions do not typically own affordable housing, rather they own the land, which is then donated or sold to an affordable housing developer/provider who the owns and operates the affordable housing that gets built. Therefore, this technical fix was necessary to realize the intent of SB 8.

★ HB 4063 — Substantial Completion Housing

Opposed. Failed.

This bill in its original form would have allowed filing requests of building permits while plats are being completed. The City Planning staff found this to be a flawed approach with the probability of many unintended consequences for the arbitrary shortening of the occupancy permit approval process. There will be a work group during the interim to see if there are any aspects of the building permit timeline which can be adjusted to create faster permitting without putting the homebuyer at risk or creating adverse consequences for cities.

HB 4064 — Manufactured Housing

Monitored. Passed.

This bill provides standardization to allow siting of prefabricated structures in mobile home or manufactured dwelling parks, including parks that are cooperatively owned. It also allows clarification for local governments for the siting of manufactured homes and prefabricated structures in single-family dwelling zones inside an urban growth boundary, and prohibits local governments from applying standards to prefabricated and manufactured homes located

outside mobile home parks other than standards applicable to single family dwellings on the same land.

The bill prohibits a manufactured dwelling park landlord from requiring a tenant to pay for or construct certain site improvements as part of a rental agreement, and directs the Attorney General to update the model statement related to improvements required of park tenants by January 1, 2023.

HB 4064 also expands the manufactured dwelling replacement program at Oregon Housing and Community Services (OHCS) to borrowers whose manufactured home or prefabricated structure was destroyed by a natural disaster, and allows an eligible replacement home to be located either inside or outside the natural disaster area.

The City Planning Department had questions about the bill which were answered by the bill sponsor. The bill conforms with the current city codes regulating manufactured housing.

HB 4065 — Inclusionary Zoning Pilot for Small Cities (McMinnville)

Monitored. Failed.

HB 4065 allows cities with a population greater than 30,000 but less than 45,000 and located in a county with a population greater than 105,000 but less than 135,000, to adopt a land use regulation for approval of a permit, or for establishing the sale or rental price of a housing development for affordable housing. The measure defines “affordable housing” as housing affordable to households with incomes of 120 percent of area median income. The measure defines “multifamily housing” and “housing development” in clarifying project requirements and eligibility.

Did not receive a public hearing, died in Committee upon adjournment.

★ HB 4092 — Broadband Omnibus Bill

Supported. Passed.

HB 4092 helps the state address barriers to broadband by: strengthening the state broadband office’s governance structure; setting a strategic framework to guide the broadband office; allowing the broadband office to access more mapping data to guide their decisions and bring in more federal dollars for broadband infrastructure; and creating paths for more digital equity.

★ HB 4118 — Urban Reserves/UGB Expansion for Workforce Housing

Opposed. Failed.

This bill was first introduced as HB 3072 (2021) in the previous session and would have allowed a landowner/developer to petition a local government to expand its urban growth boundary for the development of workforce housing or “workforce commercial” if the land is located in an established urban reserve and meets certain conditions. The bill would also require a city to

update their comprehensive plan to reflect the new zoning. The city opposed this bill in 2021 and continues to oppose the current version. Cities invest considerable time and funding into establishing urban reserves, in close regional coordination with counties and special districts. This bill would bypass those investments and significant community engagement work and does not appropriately account for necessary urban services, infrastructure costs, or the annexation process. The bill also would have required cities to enact and enforce affordability covenants for any housing built as a result.

★ **HB 4155 — Upgrade and Enhance Cybersecurity Program**

Supported with testimony. Passed as part of HB 4092

This bill will support better Cybersecurity in state, regional and local governments, businesses and non-profit organizations to increase technological resilience of communities. This bill proposed to create a Cybersecurity Center of Excellence (CCOE) that is jointly housed and hosted by universities and/or public bodies. Revise the Oregon Cybersecurity Advisory Council (OCAC) membership and mission. Provide that the new iteration of the OCAC be a governing body for the CCOE. Create a \$2.5 million Workforce Development Fund to support programs like ORTSOC, NW Cyber Camp and Community College Certification Fund. Create a Cybersecurity Grant Fund for public bodies.

HB 4155 was supported by the city with coalition testimony. The bill was rolled into HB 4092 at the end of the session and most of the proposed components were passed as part of the Omnibus Broadband bill.

★ **HB 5202A — Affordable Housing and Homelessness Package**

Monitored. Passed.

This was a combination of bills and the Budget Reconciliation Bill that passed in the final week of the session, establishing the additional funding for local governments related to a \$400 million package in response to Oregon’s homelessness crisis. This funding package includes an additional \$50 Million for Project Turnkey and \$25 Million for distribution to Oregon’s largest cities and metro-region counties.

Environment

SB 1518 — Establish Statewide Reach Code

Monitored. Passed.

This bill establishes a statewide Reach Code that municipalities can choose to adopt to help make new buildings 10% more energy efficient. The city monitored it with some concern about the original bill being mandatory; with the amendment to make it optional, the city did not oppose it.

SB 1567 — Critical Energy Infrastructure Resiliency***Monitored. Passed.***

The bill relating to energy infrastructure resilience requires owners or operators of bulk oils and liquid fuels terminals located in Columbia, Multnomah or Lane County to conduct and submit to Department of Environmental Quality seismic vulnerability assessments. The petroleum hubs in NW Portland and in Lane County will be studied with respect to seismic resiliency and the Department of Environmental Quality has been charged with bringing back recommendations for proposed legislation in the 2023 Session.

★ SB 1576 — Establish Product Stewardship Program for Mattresses***Monitored. Passed.***

This bill establishes a mattress stewardship advisory committee that work out the details for implementing the stewardship program. The city monitored this bill as mattresses are one of the bulky waste items that residents find difficult to dispose of, due in part to the expense and inconvenience.

SB 1589 — Limit to Wake Boat Weight on Newberg Pool of Willamette River***Monitored. Passed as amended.***

This bill establishes weight limit for wake boats on Newberg Pool of Willamette River as a measure to protect the river banks. The weight limit was negotiated up to 5,500 pounds in a compromise to move the bill forward.

The city took no position on this bill, though there was much local interest by residents and recreationalists on both sides of the issue. This should resolve the long-standing conflict between riverfront property owners and wake boaters on the Newberg Pool for the near term.

HB 4141 — Diesel Fuels Preemption for Public Bodies***Monitored. Failed.***

The concept of phasing out diesel fuel vehicles for cities and local governments was concerning for most public bodies as it would have imposed an unfunded mandate.

The bill died in the Joint Committee on Ways & Means upon adjournment.

Greg and Rachel Leo

The Leo Company, LLC

March 22, 2022

APPENDIX A

Testimony and Coalition Statements Supporting or Opposing Legislation

- Wilsonville TC TOD - 2021-23 Capital Project Information Form
- Wilsonville TC TOD Updated Attachment 02_22_2022
- Wilsonville TC TOD Letters of Support 02_22_2022
- City of Wilsonville Testimony - Support HB 4092 Broadband Expansion 02_02_2022
- City of Testimony Testimony - Amend HB 4063 Substantial Completion 02_07_2022
- City of Wilsonville Testimony - Support HB 4155 Cyber Security 02_11_2022
- LOC Coalition Coalition One Pager - Support HB 4155 02_10_2022

APPENDIX B

Recapitulation of House and Senate Bills

- House Bills Recapitulation - As of 03_21_2022
- Senate Bills Recapitulation - As of 03_21_2022

2021-23 CAPITAL FUNDING REQUEST PROJECT INFORMATION FORM

Legislative Fiscal Office
900 Court St. NE, H-178
Salem, OR 97301



CONTACT INFORMATION FOR RECIPIENT ORGANIZATION

Legal Name City of Wilsonville

Organization Type Oregon Municipal Corporation Federal Tax ID Number 93-0580494

Address 29799 SW Town Center Loop E

City Wilsonville State OR Zip Code 97070

Contact Person Kimberly Rybold, Senior Planner

Contact Phone (503) 570-1583 Contact Email rybold@ci.wilsonville.or.us

PROJECT INFORMATION

Project Name Wilsonville Transit Center Transit-Oriented Development

Project Description

The goal of the Wilsonville Transit Center (TC) Transit-Oriented Development (TOD) project is to provide affordable housing opportunities in proximity to transit and other vital services such as grocery stores, medical facilities, parks, and schools. The TOD project would provide affordable housing (+/- 100 units) for households earning at or below 60% of area median income (AMI). Preference is for units that are two bedrooms are larger in order to accommodate families, and the City is open to some units of permanent supportive housing at the site. The TOD site is well-connected to the adjacent Wilsonville TC with free SMART (South Metro Regional Area Transit) community bus service; bus connections to Portland, Salem and Canby; and access to TriMet's Westside Express Service (WES) Commuter Rail. Plans call for active ground-floor uses, including space for Wilsonville Community Sharing food-bank/social-service referral agency to provide services to residents and the larger Wilsonville community; active ground-level plazas or gathering spaces; high-quality design and materials; and an information center for SMART riders. Construction of the ground-floor spaces and associated BOLI wage requirements are not funded by traditional affordable-housing sources managed by OHCS, resulting in an estimated funding gap of \$1.9 million (subject to change depending on the selected developer's development program and final financing package).

Project Location Wilsonville Transit Center, 9699 SW Barber St, Wilsonville, OR 97070

Project Schedule (Please describe the project's readiness, including planned start and end dates and any remaining permits, approvals, or other steps that must be completed prior to beginning.)

The proposed project and funding request is based on the results of the City of Wilsonville's Development Opportunity Study for the site. Specific project details, including number of units, ground-floor space programming, project costs, and specific project timeline, will be refined upon developer selection.

Q1 2022: Developer Solicitation

Q2-Q3 2022: Developer Selection

Q4 2022-Q2 2023: Project Funding Package

Q1-Q2 2023: Project Land Use Approval

Q3-Q4 2023: Project Construction - Beginning

2024: Project Completion

PROJECT BUDGET

Estimated Project Cost

Construction/Renovation	<u>27,000,000</u>
Site Improvements	<u>755,000</u>
Land Acquisition	<u>0</u>
Architectural and Engineering Fees	<u>3,830,000</u>
Equipment	<u>0</u>
Contingencies	<u>150,000</u>
Other Costs (specify) <u>Loan, Bond, and Tax Credit Fees</u>	<u>1,260,000</u>
Other Costs (specify) <u>Other Misc. Development Costs</u>	<u>788,000</u>
Estimated Total Project Costs	<u>33,783,000</u>

Amount Requested 1,926,000 **Percent of Total Project Cost** 0.0570

Type of Funding Requested Unknown

Matching Funds

State Funds (source) <u>OHCS - 4% LIHTC and LIFT</u>	<u>15,757,000</u>
Federal Funds (source) _____	<u> </u>
Private/Other Grants	<u>1,300,000</u>
Donations/Gifts	<u> </u>
Other Revenues/Financing (source) <u>Commercial Bank Loan</u>	<u>13,500,000</u>
Other Revenues/Financing (source) <u>Deferred Development Fees</u>	<u>1,300,000</u>
Total Matching Funds	<u>31,857,000</u>

OTHER INFORMATION

Grants financed through the issuance of bonds are not available until bonds are sold. Multiple factors impact the timing of sales; however, many sales often occur during the last six months of the biennium (Oregon's biennial budget begins on July 1 of odd-numbered years and runs through June 30 of the next odd-numbered year). Significant decreases in revenues or changes in financial conditions subsequent to authorization may also delay or prevent the issuance of bonds, which means that the approved projects or grants would also be delayed or not funded.

Public works projects, including any project that uses \$750,000 or more of public funds for constructing, reconstructing, painting or performing a major renovation on a road, highway, building, structure or improvement of any type, may be subject prevailing wage requirements. Grant recipients must comply with prevailing wage rate laws and should consult the Oregon Bureau of Labor and Industries to determine whether a project is subject to prevailing wage.

Please return the completed form and any supporting documentation to:

Walt Campbell, Principal Legislative (Bonds) Analyst

walt.campbell@oregonlegislature.gov

Wilsonville TC TOD

Wilsonville Transit Center Transit-Oriented Development

TRANSIT-ORIENTED SITE DEVELOPMENT OPTIONS FOR THE WILSONVILLE TOD SITE

OCTOBER 27, 2021



Wilsonville TC TOD Area Location Context



**Grocery, Pharmacy,
Commercial Services**

**Proposed
I-5 Bridge**

**Town
Center**

**WTC
TOD Site**

Jobs

Quarter Mile

Half Mile

3/4 Mile

**West
Wilsonville**

**East
Wilsonville**

**Lowrie
Primary
School**

**Tivoli
Park,
Other
Parks**

Villebois

**Inza R.
Wood
Middle
School**

**Community
Center**

2

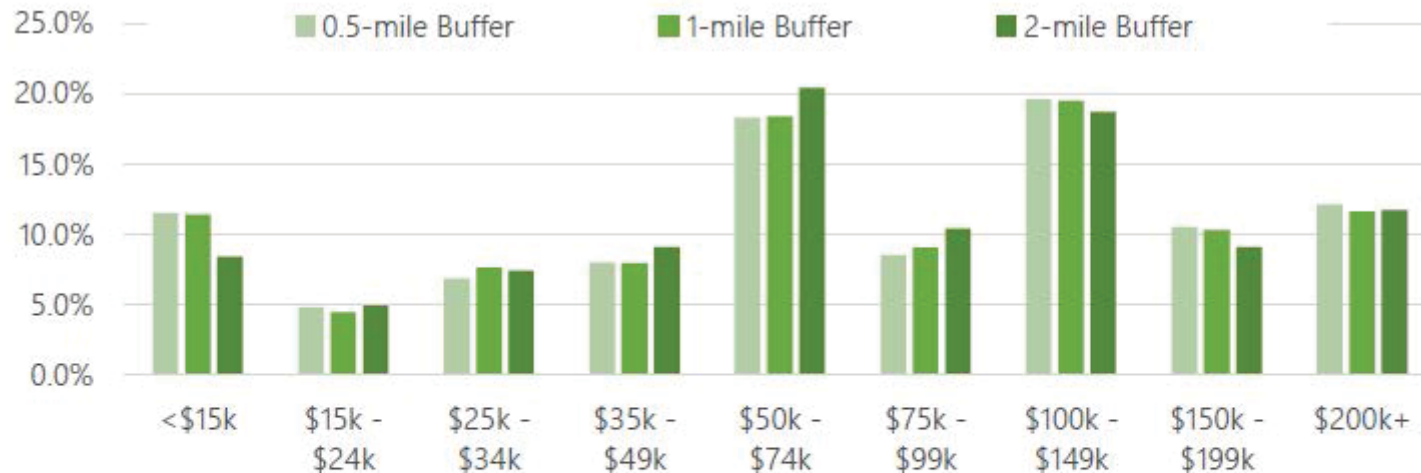
Figure 12. Income Characteristics

	0.5-mile Buffer	1-mile Buffer	2-mile Buffer	Wilsonville West Side	Wilsonville East Side	City of Wilsonville	Clackamas County
Household Income	\$76,573	\$75,694	\$74,740	\$100,787	\$66,933	\$73,923	\$79,738
% HHs Earning <\$35K	23.1%	23.4%	20.7%	20.5%	21.1%	20.9%	18.3%
Per Capita Income	\$46,992	\$45,285	\$45,025	\$42,632	\$44,956	\$43,928	\$42,014

Source: ESRI (from U.S. Census Bureau)

As the following figure shows, the largest proportion of nearby households (about 18 percent) earn between \$50,000 and \$74,999 and between \$100,000 and \$149,999. About 20 percent of households within one mile of the subject site earn less than \$35,000 per year.

Figure 13. Households by Income, 2021 (est.)



Source: ESRI (from U.S. Census Bureau)

The Wilsonville population is generally more diverse than Clackamas County, and West Wilsonville is particularly diverse in comparison. Within one mile of the site, there is a significant Asian population (5.9 percent of the total, compared to 5.2 and 5.1 percent for Wilsonville and Clackamas County, respectively).

Site Design Options Under Review:

A-1: 4-story building with 94 residential units

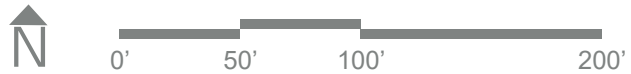
A-2: 5-story building with 123 residential units

	Option A-1 (Council Guidance)	Option A-2 (Council Guidance)	Option B (Current Zoning Interpretation)	Option C-1 (On-site Parking)	Option C-2 (On-site Parking)
Number of Buildings	1	1	3	1	1
Number of Floors	4	5	4	3	4
Residential Units	94	123	89	55	79
Active Ground Floor Area (SF)	5,000	5,000	15,000	5,000	5,000
Total Building GSF	91,200	114,000	104,000	60,500	84,000
Resident Amenity Area (SF)*	8,810	8,810	4,000	0	0
Open Space Area (SF)**	24,900	24,900	21,300	10,600	10,600
Parking Location					
•Shared with Park & Ride Lot	94	123	89	0	0
•On-Site	16	16	16	87	87
Parking Spaces					
•Total Required	110	139	146	71	95
•Total Provided	110	139	105	87	87
•Surplus or Deficit	0	0	-41	16	-8

*Resident amenity area includes private ground floor patios, and open spaces actively programmed for residential use. Excludes plazas and open spaces adjacent to commercial or 'active ground floor' uses as well as stormwater planters.

**Open Space Area must be 25% of gross site area and each space needs to be 2,000 sf min to count towards the requirement. This includes open spaces actively programmed for residential use, plazas and open spaces adjacent to commercial or 'active ground floor uses, and stormwater planters greater than 2,000sf in size (as are those located on Barber St).

EXISTING SITE CONDITIONS



SITE DESIGN - OPTION A

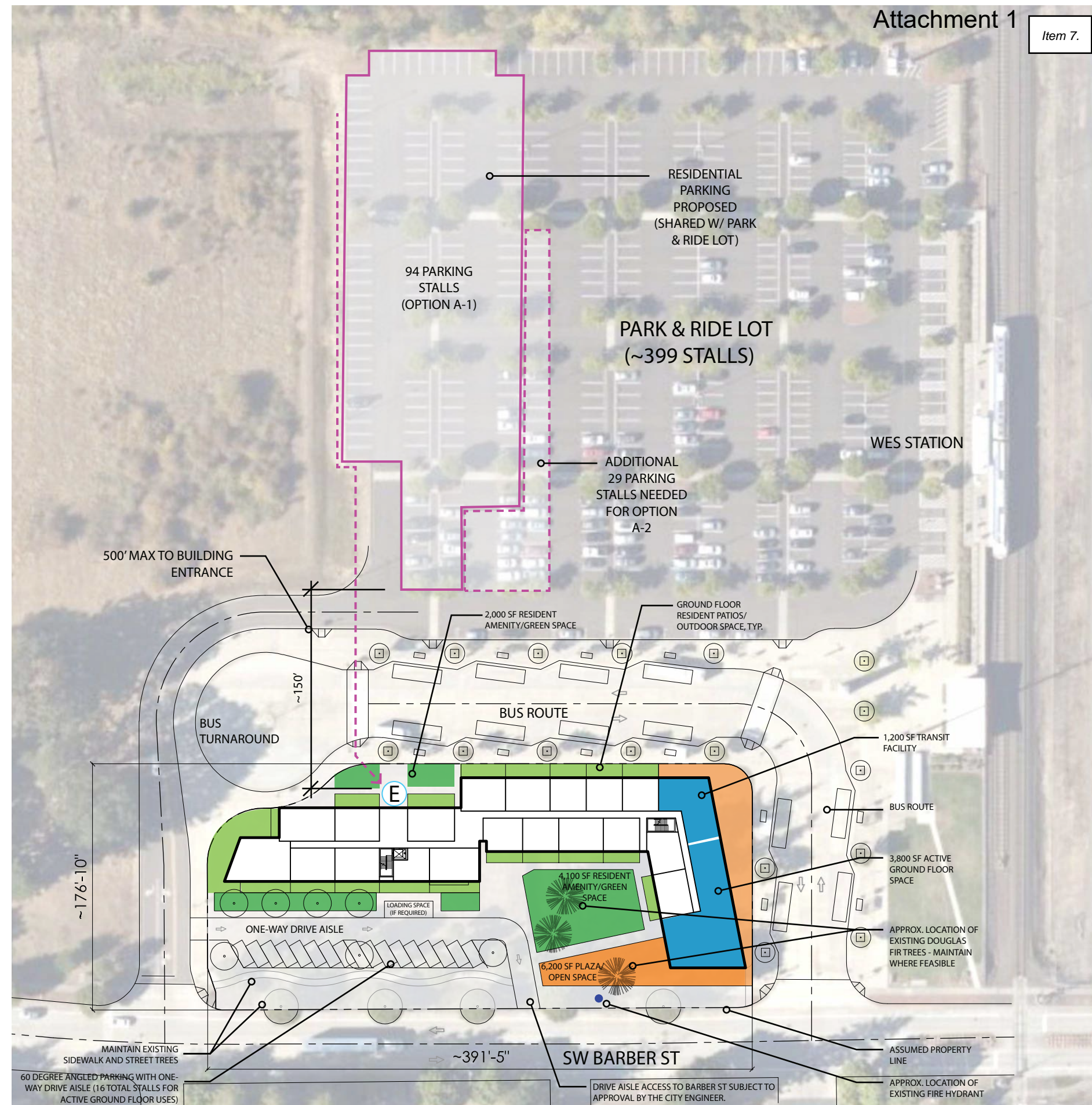
SINGLE BUILDING (SITE PLAN & GROUND FLOOR PLAN)

Gross Site Area (sf)	65,725	
Open Space (sf)	Req.	Provided
	16,431	24,900
Option A-1 (4 story building)		
Residential Floor Area (sf)	86,200	
No. of Residential Units	94	
Active Ground Floor Area (sf)	5,000	
Total GSF	91,200	
Parking Spaces	Req.	Provided
Active Ground Floor Uses*	16	16
Residential**	94	94

Option A-2 (5 story building)		
Residential Floor Area (sf)	109,000	
No. of Residential Units	123	
Active Ground Floor Area (sf)	5,000	
Total GSF	114,000	
Parking Spaces	Req.	Provided
Active Ground Floor Uses*	16	16
Residential**	123	123

*Assumes that the 1,200 sf SMART transit facility does not require any additional parking on site, as users would predominantly use public transit or the existing Park & Ride lot for this use. Remainder of required parking is calculated at 4.1 per 1,000 sf of commercial space, as indicated in Table 5 in section 4.155 in the zoning code.

**Assumes a shared parking agreement is made to accommodate residential parking with the existing transit Park & Ride lot. The required number of stalls assumes that Development Review Board approves reduction in parking ratios req'd in Table 5 in section 4.155 in the zoning code that each dwelling unit requires 1 car parking space.



SITE DESIGN - OPTION A

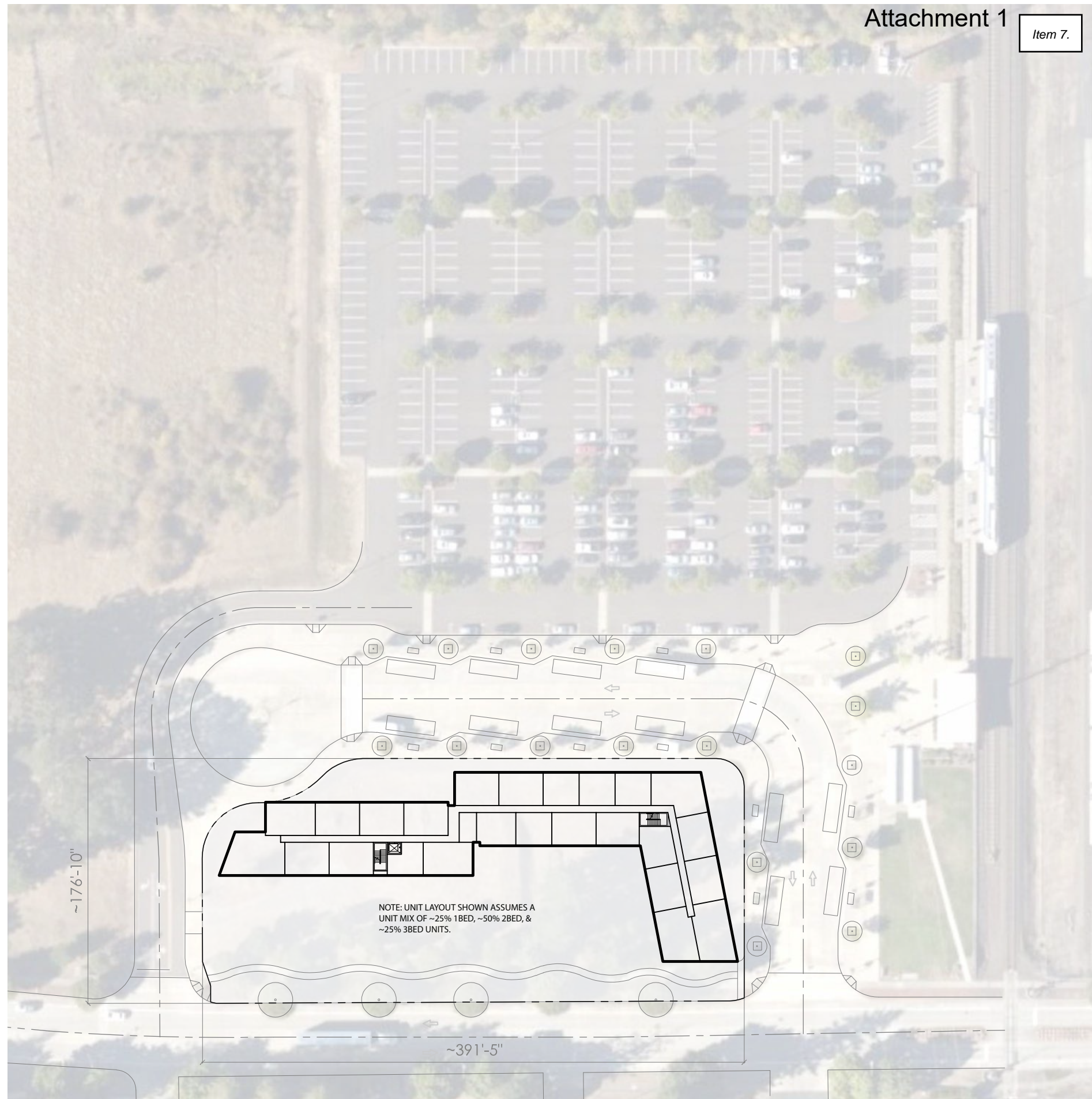
SINGLE BUILDING (TYPICAL UPPER FLOOR)

Gross Site Area (sf)	65,725	
Open Space (sf)	Req. 16,431	Provided 24,900
Option A-1 (4 story building)		
Residential Floor Area (sf)	86,200	
No. of Residential Units	94	
Active Ground Floor Area (sf)	5,000	
Total GSF	91,200	
Parking Spaces	Req.	Provided
Active Ground Floor Uses*	16	16
Residential**	94	94

Option A-2 (5 story building)		
Residential Floor Area (sf)	109,000	
No. of Residential Units	123	
Active Ground Floor Area (sf)	5,000	
Total GSF	114,000	
Parking Spaces	Req.	Provided
Active Ground Floor Uses*	16	16
Residential**	123	123

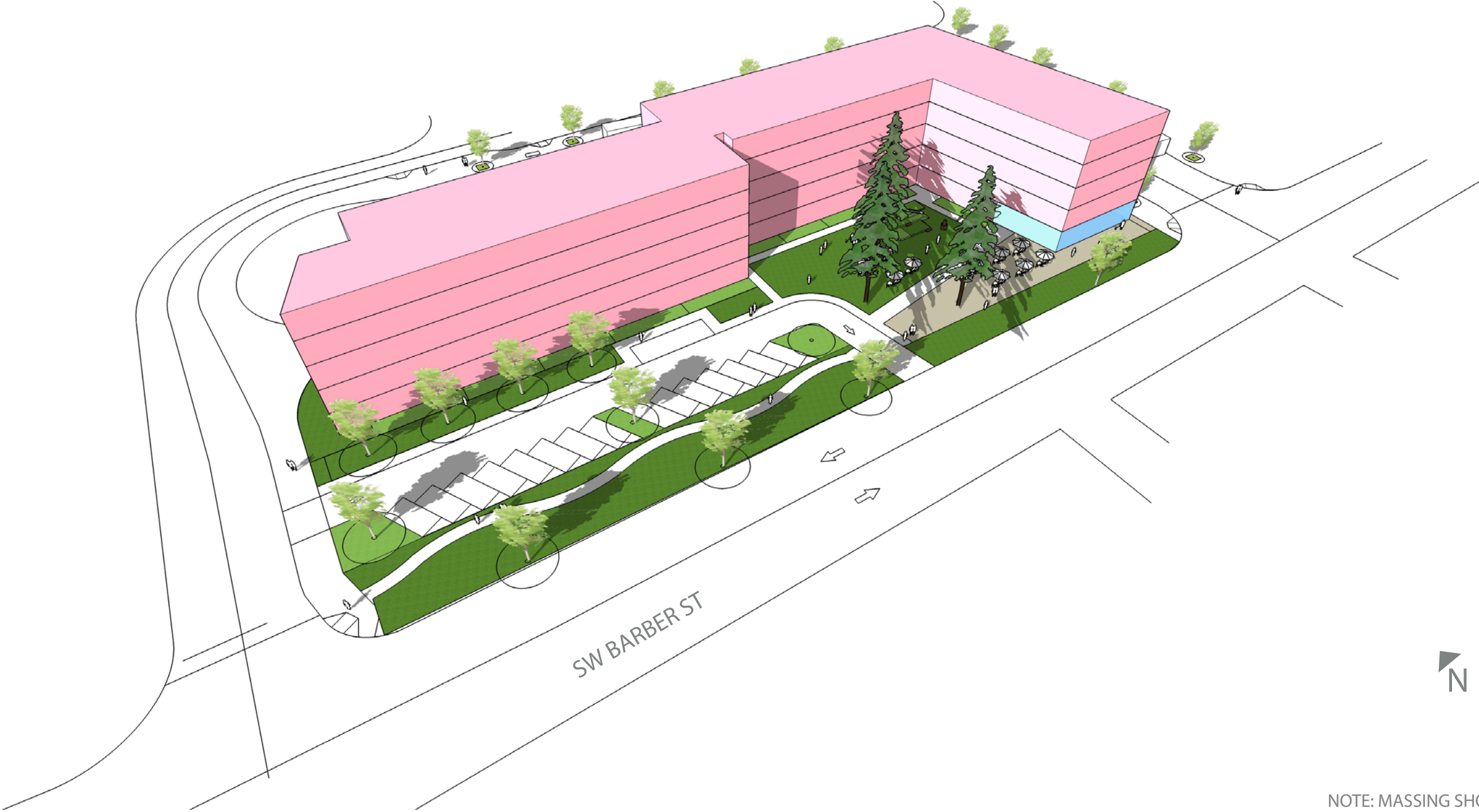
*Assumes that the 1,200 sf SMART transit facility does not require any additional parking on site, as users would predominantly use public transit or the existing Park & Ride lot for this use. Remainder of required parking is calculated at 4.1 per 1,000 sf of commercial space, as indicated in Table 5 in section 4.155 in the zoning code.

**Assumes a shared parking agreement is made to accommodate residential parking with the existing transit Park & Ride lot. The required number of stalls assumes that Development Review Board approves reduction in parking ratios req'd in Table 5 in section 4.155 in the zoning code that each dwelling unit requires 1 car parking space.



SITE DESIGN - OPTION A

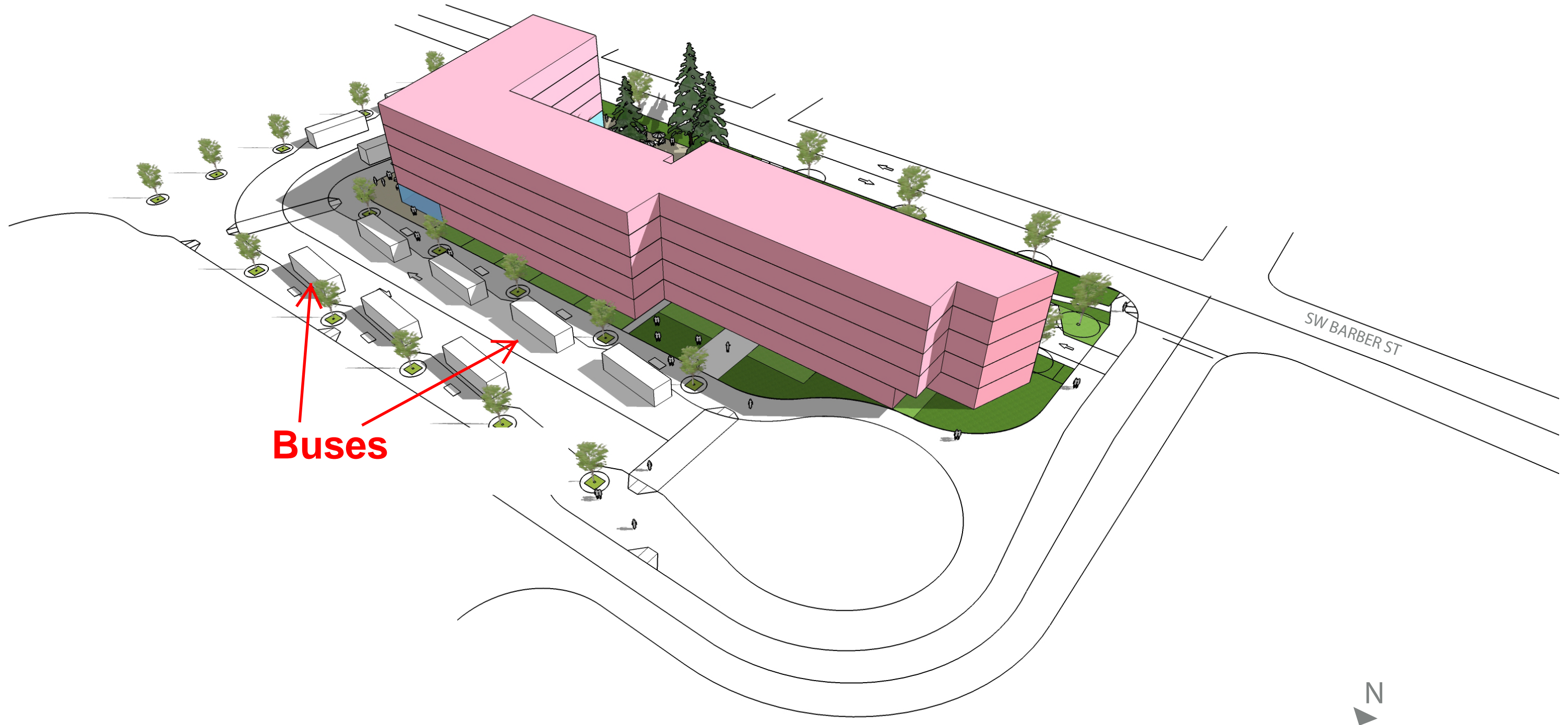
SINGLE BUILDING
(INDICATIVE BUILDING MASSING)



NOTE: MASSING SHOWN ILLUSTRATES
OPTION A-2 (5-STORY OPTION)

SITE DESIGN - OPTION A

SINGLE BUILDING
(INDICATIVE BUILDING MASSING)

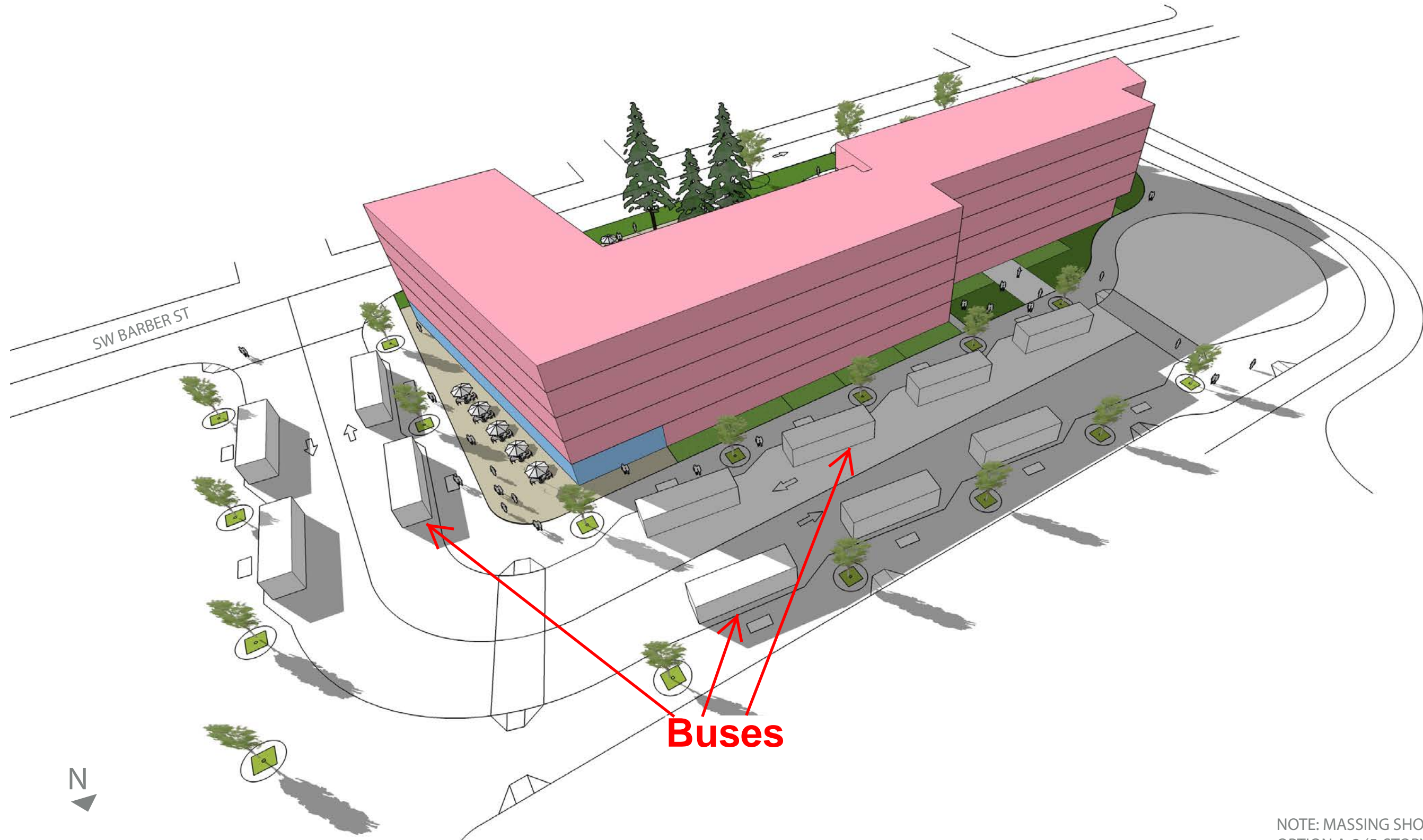


Buses

NOTE: MASSING SHOWN ILLUSTRATES
OPTION A-2 (5-STORY OPTION)

SITE DESIGN - OPTION A

SINGLE BUILDING
(INDICATIVE BUILDING MASSING)



NOTE: MASSING SHOWN ILLUSTRATES
OPTION A-2 (5-STORY OPTION)



February 7, 2022

**RE: Letter of Support for City of Wilsonville proposed Wilsonville Transit Center
Transit-Oriented Development Project for Affordable Housing**

To whom it may concern:

Metro regional government strongly supports the City of Wilsonville and its transit agency South Metro Area Regional Transit (SMART)'s efforts to create a proposed Transit-Oriented Development (TOD) project for affordable housing at the Wilsonville Transit Center (TC). Both the creation of affordable housing and the creation of housing opportunity near transit are high priorities for Metro.

Metro operates a transit oriented development program focused on creating housing opportunity in regional centers and in areas with access to high frequency transit. In addition, Metro oversees two voter-approved bond measures aimed addressing issues of homelessness, affordable housing and providing key "wrap-around" social services to support those who are homeless or housing-cost and/or transportation-cost burdened. The Metro Affordable Housing Bond program provides direct public-subsidy funding to affordable-housing projects. The Metro Supportive Housing Services Measure Bond program fund services for people experiencing or at risk of homelessness, including emergency services such as outreach and shelter, placement into housing and help paying rent, advocacy and case management, and services in the areas of mental health, physical health, language and culture needs, education, employment, addiction and recovery, tenant rights and others.

Projects in this location seeking funding through the Affordable Housing and Supportive Housing Services measures would be selected by Clackamas County. Metro TOD staff and the City/SMART are exploring whether Metro controlled resources could support the proposed affordable housing TOD project at the Wilsonville TC. The project provides excellent access to various transit mobility options to the Wilsonville community and connections to Tualatin and the greater Portland metro area, Canby and Salem/Keizer, which in turn provides access to jobs and services.

Please let us know if we can provide any additional information on Metro's housing programs or our work with the City of Wilsonville and SMART. Thank you.

Sincerely,

[Jon Williams](#)

Jonathan Williams
Principle Development Project Manager, Metro



February 8, 2022

**RE: Support for the Wilsonville/SMART proposed Wilsonville Transit Center
Transit-Oriented Development Affordable Housing Project**

To whom it may concern:

TriMet, the Portland metro region's primary urban-area transit operator, strongly supports the proposed Wilsonville Transit Center (TC) Transit-Oriented Development (TOD) Affordable Housing Project by the City of Wilsonville and South Metro Area Regional Transit, SMART.

TriMet is committed to helping make our region one of the world's most inclusive, sustainable, and livable places. TOD is a powerful tool to help achieve this goal by creating equitable development around transit-station areas, which can support growth, build community, increase transit ridership and access, reduce congestion, and bring environmental benefits.

TriMet Board Resolution No. 20-05-23 regarding TOD Guidelines provides support for the proposed Wilsonville/SMART TOD Affordable Housing Project at the Wilsonville TC. TriMet seeks to promote equitable development at transit stations that includes transit-supportive density and a mix of uses and household incomes, and to promote "mobility hubs" that make development accessible to transit and other forms of transportation, thereby reducing reliance on private automobiles.

Located at the Wilsonville TC, the proposed affordable housing development provides access to the SMART, TriMet and Salem/Keizer transit systems. SMART provides connections to Tualatin and the greater Portland metro TriMet region, as well as to Salem/Keizer and Canby. The Wilsonville Transit Center is also the southern terminus of TriMet's Westside Express Service (WES) commuter train that provides access to transit centers in Tualatin, Tigard and Beaverton, with connections to TriMet's MAX light-rail system.

The potential inclusion in the proposed project of a SMART Transit Information Center would provide key rider information that can improve access to and utilization of public-transit options, benefitting both residents and transit systems. Proposed siting of the local Oregon Food Bank affiliate nonprofit that provides social-service agency referrals helps to provide supportive wrap-around service for this TOD project.

TriMet looks forward to working with the City of Wilsonville and SMART to advance successfully the Wilsonville/SMART proposed Wilsonville TC TOD affordable housing project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Guy Benn".

Guy Benn, TOD Program Manager
benng@trimet.org | (503) 962-2190



February 3, 2022

RE: Letter of Support for the Wilsonville/SMART proposed Wilsonville Transit Center Transit-Oriented Development Affordable Housing Project

To whom it may concern:

Wilsonville Community Sharing (WCS) is a non-profit social-service agency that operates a food-bank program and connects families in need with a variety of resources. As the local affiliate of the Oregon Food Bank, WCS staff work with a variety of area low-income households to also provide referrals to state and county social-service agencies.

WCS is in need of relocating the agency's office, and has been in discussions with the City of Wilsonville regarding both temporary and long-term leasing options. WCS has a close, long-term relationship with the City, and assisted in distributing over \$50,000 in City ARPA funds and municipal-utility assistance that benefited both small-businesses and community members in need during the first two years of the Covid-19 pandemic.

The potential inclusion of WCS office in the proposed Wilsonville/SMART Wilsonville Transit Center (TC) Transit-Oriented Development (TOD) Affordable Housing Project could provide significant benefits to both WCS and our clients. As an affordable-housing development, the Wilsonville TC TOD would provide residential living space for low-income households to whom WCS provides services. Additionally, the transit-friendly location in a major transit center would both provide higher community visibility for the agency and allow a wider range of clients to more easily access WCS services.

Being sited in an affordable-housing TOD at the Wilsonville TC could be a game-changer for WCS and our agency's ability to reach and serve our target population of low-income households who are often cost-burdened by housing fees and transportation expenses. The City's South Metro Area Regional Transit (SMART) agency provides excellent, free in-town service to all of Wilsonville and the Tualatin TC, connections to the greater Portland Metro TriMet system and the Westside Express Service (WES) commuter train to Washington County, and to Canby and Salem/Keizer. This site provides exceptional access to affordable transit-mobility options.

We look forward to working with the City of Wilsonville and SMART to advance the Wilsonville TC TOD affordable housing project.

Sincerely,


Leigh Crosby, Executive Director



**Testimony by City of Wilsonville Mayor Julie Fitzgerald Supporting HB 4092:
*Proposed Legislation Provides ‘Road Map’ for Improving Statewide Broadband
Internet Telecommunications Infrastructure and Leveraging Federal Funds***

Scheduled for public hearing on Feb. 2, 2022, before the
House Economic Recovery and Prosperity Committee

Chair Lively, Vice-Chairs Cate and Kropf, and Members of the Committee:

I am testifying in support of HB 4092 that provides a ‘road map’ for improving and extending Broadband Internet telecommunications infrastructure statewide and facilitates Oregon’s opportunity to leverage increased federal funds for public benefit.

Improving public access to high-speed broadband Internet is a crucial goal of state significance that can be advanced with passage of this legislation. The City of Wilsonville is working with the Cities of Sherwood and King City to expand Broadband access in our communities with the support of a 2021 State ARPA legislative allocation.

HB 4092 updates membership of the Oregon Broadband Advisory Council and provides new authority to coordinate with the Oregon Broadband Office. The legislation establishes a strategic framework for state and federal broadband investment and creates criteria for Oregon to work with providers to collect appropriate information and develop accurate statewide “geospatial maps” for identifying coverage gaps and implementing broadband expansion goals.

HB 4092 would institute the Connecting Oregon Libraries Fund that provides a mechanism for the State Library to use state funds for purpose of providing matching funds for federal moneys received by certain libraries for offering broadband access.

The legislation also directs the Public Utility Commission and related agencies to examine the feasibility of expanding the Oregon Telephone Assistance Program and applying residential service surcharge to support access to broadband Internet access service or other telecommunications services needed by the public in the 21st century.

The City appreciates your consideration this testimony and urges a Do-Pass vote on HB 4092. Thank you.

Sincerely,

Julie Fitzgerald, Mayor
City of Wilsonville



Testimony by City of Wilsonville Mayor Julie Fitzgerald Amending HB 4063:

***Proposed Legislation Modifying Current Substantial Completion Law
Is Unnecessary and Carries Unintended Consequences***

Scheduled for public hearing on Feb. 7, 2022,
before the House Committee on Housing

Chair Fahey, Vice-Chairs Campos and Morgan, and Members of the Committee:

I am testifying in support of an amended HB 4063. The study components of the proposed legislation may be fine; however, the City opposes any modifications to the existing substantial completion law that was adopted fairly recently and is being implemented in the time of COVID.

Specific issues of concern with the proposed legislation sections include problematic provisions for substantial completion that carry substantial risks of unintended consequences detrimental to the public and homebuyers:

- (1)(c)(G): Some jurisdictions have Public Works standards that require the acceptance testing of infrastructure (water, sewer and storm) to occur *after paving* to assure that paving operations do not damage the underground infrastructure. This proposed modification may be in conflict with the upper sections found in (c).
- (1)(c)(H): This modification is unnecessary as the above requirements do not specify *onsite infrastructure only*, and are likely interpreted to include all required improvements for the project, whether onsite or offsite.
- (5): Temporary addressing creates problems: Online building-permit systems generally are databases that connect the address-of-record to other property information, including ownership records. Some databases, such as the State’s online system Accela, do not allow a jurisdiction to add a temporary address as this link to other information would then be broken, thus removing some of the search and reporting functions of the database and losing some of the efficiencies gained from moving to an electronic-permitting system.

Additionally, setting addresses can involve multiple departments and personnel in a jurisdiction. When an address is set, it ultimately gets placed in a database that is shared with emergency-medical services (EMS), but that can take some time to get

those databases updated. For emergency-response purposes, the address must be posted on the site. Having a change in address after a permit is issued may cause potential issues with the ability of EMS to quickly respond to emergencies at that construction site. Additionally, having the wrong address posted may delay the ability to receive timely building inspections.

- (3): This section is already existing in the current substantial completion law. It is problematic for jurisdictions to hold up temporary occupancy permits for items not related to fire/life safety. Most jurisdictions rely upon the financial guarantee and not occupancy permits. City staff are aware of instances when residents with no other housing option have moved into homes that do not have occupancy permits. This has caused many issues, including having to move furniture to complete inspections for fire/life safety issues. A jurisdiction does not want to be put into this kind of position – especially when the items may not even be related to that specific site or builder but the overall developer.

Cumulatively, these issues demonstrate that proposed legislation modifying current substantial completion law is unnecessary and carries unintended and potentially detrimental consequences. These kinds of policy modifications without consensus are inappropriate for the 35-day “short session,” and should be one of many issues for the proposed study to consider.

The City appreciates your consideration this testimony and urges that the committee amend to HB 4063 to remove all proposed amendments in Section 3. Thank you.

Sincerely,



Julie Fitzgerald, Mayor
City of Wilsonville



Testimony by City of Wilsonville Mayor Julie Fitzgerald Supporting HB 4155:

Proposed Legislation Provides Crucial Support to Improve Cybersecurity and Leverage Federal Funds for State and Local Governments' Benefit

Scheduled for informational meeting on Feb. 11, 2022, before the Joint Committee on Information Management and Technology

Co-Chairs Armitage and Nathanson, and Members of the Committee:

I am testifying in support of HB 4155. The legislation creates an Oregon Cybersecurity Center of Excellence (CCOE) with support from established, accredited cybersecurity programs at Portland State University, Oregon State University and University of Oregon.

The proposed mission of the CCOE seeks to help local governments with cybersecurity workforce development, improve community education and training for public- and private-sector organizations. Additionally, CCOE is to facilitate cybersecurity-related goods and services procurement for regional and local governments, special districts, education service districts, K-12 schools and libraries.

HB 4155 enables Oregon to leverage \$15 million in federal funding with required state matching funds from the Infrastructure Investment and Jobs Act, with 80% of those funds designated for local governments. The bill authorizes the CCOE to accept moneys from the federal government and other sources; and the legislation establishes a set of funds targeted at specific issues of concern: cybersecurity, workforce development, grant fund for local entities, and a public awareness fund.

The City of Wilsonville operates an active Information Technology Division supporting critical operations of the Finance Department that is responsible for millions of dollars in payroll disbursements, utility credit-card payments processing, invoice billing/accounts receivables payments and other confidential financial transactions. The City funds staff training on cybersecurity issues like phishing attempts that seek to compromise security. IT reports on hacking attempts to the City firewall every hour of every day.

All local governments, the business sectors that we serve and the general public can benefit from enhanced cybersecurity awareness, training and support. The City of Wilsonville appreciates your consideration of this testimony and urges a Do-Pass vote on HB 4155. Thank you.

Sincerely,

Julie Fitzgerald, Mayor
City of Wilsonville

HB 4155

Item 7.

Whether you are an individual, school, business, or government entity, you most likely rely on computer systems every day. There is also a rise in cloud services and the proliferation of Internet of Things (IoT), which creates a myriad of security vulnerabilities that didn't exist a few decades ago. Pair this with a large and growing gap in the cybersecurity workforce and a dramatic rise of the number of cybercrime incidents, and we have an urgent problem on our hands. The state of Oregon must act now so that public and private entities alike have a path to be protected and can recover from cyber-attacks. HB 4155 will help with that.

Overview of HB 4155

Creation of the Cybersecurity Center of Excellence: HB 4155 would Establish an Oregon Cybersecurity Center of Excellence (CCOE) as an independent, nonprofit public corporation charged with coordinating, funding and providing cybersecurity workforce development, education, awareness and training for public, private and nonprofit sector organizations, and facilitating cybersecurity-related goods and services to Oregon public bodies with a targeted focus on the unmet needs of regional and local government, special districts, Education Service Districts, K-12 schools and libraries.

Governance: HB 4155 would change the membership, roles, and responsibilities of the current Oregon Cybersecurity Advisory Council (OCAC). The newly reconfigured 15-member council, comprised of a geographically diverse set of representatives from stakeholder organizations, would serve as the governing body for the CCOE moving forward. State experts, local and regional governments, schools, critical infrastructure, and private sector representatives are included in the Council.

Operations: HB 4155 would direct Portland State University, Oregon State University and University of Oregon to jointly operate the CCOE by an operating agreement, provide administrative and staff support and facilities for center operations. It would allow the CCOE to enter into agreements that enable the establishment and ongoing support of CCOE operations and services.

Funding: HB 4155 would authorize the CCOE to accept moneys from the federal government and other sources; and establish several targeted Funds to accomplish its mission: e.g., a cybersecurity operating fund, workforce development fund, grant fund for local entities, and a public awareness fund.

Why we care about HB 4155?



HB 4155 would leverage federal funds. The federal government has made cybersecurity a priority. If Oregon does not act and prepare for these federal funds appropriately, millions of dollars will be left on the table.



HB 4155 would leverage current expertise and invest in it. For example, Portland State University has a National Center of Academic Excellence in Cybersecurity (NCAE-R) designation from the National Security Agency (NSA) and the Department of Homeland Security (DHS). Each of the universities co-operating the center and many other higher education institutions, including community colleges would bring necessary technical expertise to the CCOE.



HB 4155 would encourage collaboration and partnership. Having an expanded OCAC would bring more people to the table with unique skills, challenges, and perspectives. Together people from different sectors and industries can begin to fully assess and solve Oregon’s cybersecurity challenges.



HB 4155 would support local government partners in becoming more secure. Oregon’s thousands of local government entities, including special districts, schools, cities and counties, have access to an incredible amount of sensitive information and provide services that are critical to public life. When local governments and their critical services and infrastructure are vulnerable, the public is at risk.



HB 4155 would help increase the cybersecurity workforce. Right now, Oregon has over 5,000 unfilled positions for skilled cybersecurity workers. Our educational system is not graduating enough students to fill this gap. Programs that would be supported by this bill would help garner interest in the cybersecurity field, provide experiential learning opportunities for students, and help to close the gap in our workforce.

Supporters



citycounty insurance services
cisoregon.org





Item 7.



House Bills

Total House Bills Introduced

Item 7.

Passed the House	76
Passed Both Houses	70
Approved by Governor	24
Filed without Governor's Signature	0
Vetoed by Governor	0
Signed by Governor with Line Item Veto	0
Legislatively Referred to the People	0
Failed in Senate	0
Failed in House	0

House Measures other than Bills

House Joint Resolutions and Memorials Introduced

6

Approved by both Houses	0
Legislatively Referred to the People.	0

House Concurrent Resolutions and Memorials Introduced

6

Approved by both Houses.	3
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House Resolutions and Memorials Introduced

0

Approved by House	0
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Total House Measures Introduced

172

Senate Bills

Total Senate Bills Introduced	<i>Item 7.</i>
Passed the Senate	50
Passed Both Houses	49
Approved by Governor	7
Filed without Governor's Signature	0
Vetoed by Governor	0
Signed by Governor with Line Item Veto	0
Legislatively Referred to the People	0
Failed in Senate	0
Failed in House	0

Senate Measures other than Bills

Senate Joint Resolutions and Memorials Introduced	4
Approved by both Houses	0
Legislatively Referred to the People.	0
Senate Concurrent Resolutions and Memorials Introduced	4
Approved by both Houses.	4
Senate Resolutions and Memorials Introduced	1
Approved by Senate	1
Total Senate Measures Introduced	103



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: April 4, 2022		Subject: Resolution No. 2961 Street Lighting LED Conversion Phase 2 Project Construction Contract (CIP #4722)	
		Staff Member: Martin Montalvo, Operations Manager	
		Department: Public Works	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council approve the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

City of Wilsonville Resolution approving Construction Contract with Northstar Electrical Contractors, Inc. in the amount of \$605,804.00 for the Street Lighting LED Conversion Phase 2 Project (CIP #4722).

EXECUTIVE SUMMARY:

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

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

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

On February 9, 2022, the City issued a Request for Bids from qualified contractors to convert the residential lights identified in Phase 2 to energy efficient LED lighting.

The City received one responsive bid for the project from Northstar Electrical Contractors, Inc. for \$605,804.00. The conversion process will reduce the City's annual energy consumption cost associated with these lights by \$39,191. The project also has a carbon footprint reduction of removing approximately 40 vehicles from the road. Future phases of the project will focus on residential or local roadway classifications.

EXPECTED RESULTS:

By executing this construction contract with Northstar Electrical Contractors, Inc. the City will reduce its overall energy cost associated with street lighting.

TIMELINE: June 30, 2022 is the project completion deadline.

CURRENT YEAR BUDGET IMPACTS:

Funding for project is included in the FY 21/22 CIP budget.

COMMUNITY INVOLVEMENT PROCESS:

Communications staff and design consultant will be advising affected communities as to the construction impacts 30 days prior to change out with a targeted mailing and social media campaign.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

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

ALTERNATIVES:

Reject the construction contract as proposed and delay the conversion and update of the City's lighting system.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2961
 - A. Construction Contract for Street Lighting LED Conversion Phase 2 Project (CIP#4722)

RESOLUTION NO. 2961**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH NORTHSTAR ELECTRICAL CONTRACTORS, INC TO CONSTRUCT STREET LIGHTING LED CONVERSION – PHASE 2 PROJECT (CIP #4722)**

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

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

1. The procurement process for the Project duly followed Oregon Contracting Rules, and Northstar Electrical Contractors, Inc. was determined to be the lowest responsive bidder
2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a construction contract with Northstar Electrical Contractors for a not-to-exceed amount of \$605,804.00.
3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 4th day of April 2022, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

- A. Construction Contract for Street Lighting LED Conversion Phase 2 Project (CIP#4722)

CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the Street Lighting LED Conversions Phase 2 Project (“Project”) is made and entered into effective the 4th day of April 2022 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Northstar Electrical Contractors Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents”: Specifications and Contract Documents for Street Lighting LED Conversions Phase 2 Project, dated February 9, 2022, including Plans and Details bound separately; Contractor’s Bid submitted in response thereto; 2017 City of Wilsonville Public Works Standards; City of Wilsonville Special Provisions; Project Specific Special Provisions; Oregon Department of Transportation 2018 Oregon Standard Specifications for Construction; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than July 30, 2022, 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 and deliverable dates identified in the Contract Documents. All Work must be at Final Completion by no later than July 30, 2022. See **Section 23** for the definition of Final Completion.

Section 3. Contractor’s Work

3.1. Contractor will perform the Work as more particularly described herein and in the other Contract Documents for the Project.

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

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

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

Section 4. Contract Sum, Retainage, and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor the unit price not-to-exceed amount of SIX HUNDRED FIVE THOUSAND EIGHT HUNDRED FOUR DOLLARS (\$605,804) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Unit prices are as more particularly described in the Contract Documents.

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

4.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a five percent (5%) withholding for retainage. Retainage shall be as outlined in the Contract Documents and as specified under ORS 279C.550 to 279C.570. If the City disputes an invoice, the undisputed portion of the invoice will be paid by the City within the above timeframe, less the retainage. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section 23**.

4.4. Except as provided in **Subsection 8.2**, the Contract Sum includes the cost of all required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees required to perform the Work on the Project.

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

4.6. Contractor's unit prices and Contract Sum are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

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

Section 5. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2022, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to

the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 6. Filing of Certified Statement

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

Section 7. Reports to Department of Revenue

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

Section 8. City's Rights and Responsibilities

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

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

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

8.4. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the City may, but shall not be obligated to, pay such claim to the person

furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized hereby shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

8.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2021-22. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 21**.

Section 9. City's Project Manager

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

Section 10. Contractor's Project Manager

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

Section 11. Project Information

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

Section 12. Duty to Inform

If at any time during the performance of this Contract, Contractor becomes aware of actual or potential problems, faults, environmental concerns, or defects in the Project, Contract Documents, or Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Contractor has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Contractor shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Contractor

shall neither constitute agreement with nor acquiescence to Contractor's statement or claim, nor constitute a waiver of any of the City's rights.

Section 13. Subcontractors and Assignments

13.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 14.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

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

Section 14. Contractor's Responsibilities

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

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

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

14.3. 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.

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

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

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

14.7. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status,

age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 14.17.1, 14.17.2, and 14.17.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

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

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

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

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

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

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

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

14.27. COVID-19 Safety Measures. Contractor must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Contractor's employees and/or subcontractors, City employees, and the public. Contractor must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Contractor is required to stop or delay work due to a COVID-19 related event, Contractor shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 15. Subcontractor Requirements

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

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

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

15.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 15.1.1 and 15.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

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

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

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

Section 16. Environmental Laws

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
Port Districts
County Service Districts
Water Districts

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

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

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

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

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

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

Section 17. Indemnity

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

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

Section 18. Insurance

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

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

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

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

18.1.4. 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.

18.1.5. 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.

18.1.6. 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.

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

Section 19. Bonding Requirements

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

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

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

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

Section 20. Warranty

20.1. Contractor shall provide a full warranty for all Work or a period of two (2) years from the date of Final Acceptance of all Work.

20.2. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work for a period of two (2) years from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The two (2) year warranty period shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair.

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

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

Section 21. Early Termination; Default

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

21.1.1. By mutual written consent of the parties;

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

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

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

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

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

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

Section 22. Suspension of Work

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

Section 23. Final Completion and Liquidated Damages

23.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is complete, and create a project corrections list ("punch list") of any remaining items to be completed before the Final Completion date of July 30, 2022. All punch list items must be fully addressed and corrected on or before the Final Completion date.

23.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if all Work is not fully completed by July 30, 2022, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount of One Thousand Eighty-Eight Dollars (\$1,088) per day for each and every day that expires after July 30, 2022. Retainage will not be released before Final Completion is established.

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

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

Section 24. Contract Modification; Change Orders

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

Section 25. Dispute Resolution

In the event of a dispute concerning performance of this Contract, the parties agree to meet to negotiate the problem. If such negotiation fails, the parties will mediate the dispute using a professional mediator, and the parties will split the cost. If the dispute cannot be resolved in either of the foregoing ways within thirty (30) days, either party may file suit in Clackamas County Circuit

Court. In the alternative, at the City’s election, the parties may follow the dispute resolution procedures found in the Special Provisions.

Section 26. Access to Records

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

Section 27. Property of the City

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

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

Section 28. Notices

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

To City: City of Wilsonville
Attn: Martin Montalvo, Public Works Operations Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: Northstar Electrical Contractors Inc.
Attn: Jesse Culp
11055 SW Clay Street
Sherwood, OR 97140

Section 29. Miscellaneous Provisions

29.1. Integration. This Contract contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of

conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CITY:

Northstar Electrical Contractors Inc.

City of Wilsonville

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

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CITY COUNCIL MEETING STAFF REPORT

Meeting Date: April 4, 2022		Subject: Resolution No. 2965 Authorizing City Manager to Execute a Professional Services Agreement for Update of the Transit Master Plan	
		Staff Member: Kelsey Lewis, Grants and Programs Manager	
		Department: SMART	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transit Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Jarrett Walker and Associates, LLC, whether to approve a professional services agreement, to update the Transit Master Plan for SMART and the City of Wilsonville.

EXECUTIVE SUMMARY:

The current Transit Master Plan is nearing the five-year mark since its adoption in 2017. Having achieved the salient goals and objectives therein, and in an effort to better understand the future of public transit travel patterns in a post-pandemic Wilsonville, SMART released a Request for Proposals on February 2, 2022 for qualified consultants. Two firms submitted proposals on March 1, 2022. Staff reviewed and scored proposals, and recommends Jarrett Walker and Associates, LLC 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 Jarrett Walker and Associates, LLC and their subsequent performance to deliver an updated Transit Master Plan.

TIMELINE:

Plan adoption and project completion is estimated for June 2023. Substantial public engagement will take place in the summer and fall of 2022.

CURRENT YEAR BUDGET IMPACTS:

The total contract fee is not to exceed \$200,266. It is anticipated that \$40,000 will be spent in FY 21/22 and the remaining balance will be spent in FY 22/23. This project is budgeted with a combination of Statewide Transportation Improvement Fund (STIF) discretionary and formula funding.

COMMUNITY INVOLVEMENT PROCESS:

This project will include multiple opportunities for community involvement and equitable community engagement is a key priority of the planning process. Staff anticipates the majority of public engagement activities to take place in the summer and fall of 2022 with meetings with the Planning Commission and City Council meetings will take place after public involvement and at adoption.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Transit Master Plan will be updated to address new technologies, grant funding opportunities, and recommendations for additional projects based on community input. The update 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:

The City Council could decide not to award the contract at this time.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2965
 - A. Professional Services Agreement

RESOLUTION NO. 2965**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH JARRETT WALKER AND ASSOCIATES, LLC FOR THE UPDATE OF THE TRANSIT MASTER PLAN.**

WHEREAS, the City has planned and budgeted for the completion of an update to the 2017 Transit Master Plan (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, two proposals were received on March 1, 2022, and Jarrett Walker and Associates, LLC submitted a proposal for the Project, and the City subsequently negotiated with the proposer for \$200,266, and,

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Jarrett Walker and Associates, LLC has provided a responsive and responsible proposal for professional services.
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 professional services agreement with Jarrett Walker and Associates, LLC for a stated value of \$200,266 in substantially the form as attached hereto as Exhibit A.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 4th day of April 2022, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

ATTACHMENT:

A. Professional Services Agreement

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the SMART Transit Master Plan Update Project (“Project”) is made and entered into on this ____ day of April 2022 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Jarrett Walker & Associates, LLC**, an Oregon limited liability company (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

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

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than June 30, 2023, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, name, or logo of, or otherwise be identified as coming from, Consultant’s authorized Project Manager.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant’s reasonable control, including but not limited to strikes,

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

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed TWO HUNDRED THOUSAND TWO HUNDRED SIXTY-SIX DOLLARS (\$200,266) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. Consultant's Rate Schedule is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 16**.

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

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

4.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit,

pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

Section 5. City's Rights and Responsibilities

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

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2021-22. 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 14**.

Section 6. City's Project Manager

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

Section 7. Consultant's Project Manager

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

Section 8. Project Information

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

Section 9. Subcontractors and Assignments

9.1. Unless expressly authorized in **Exhibit A** or **Section 10** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be

performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

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

Section 10. Consultant Is Independent Contractor

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

10.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 16** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

10.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the

City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 10** and meet the same insurance requirements of Consultant under this Agreement.

Section 11. Consultant Responsibilities

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

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

11.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to "subcontractor" mean a subcontractor at any tier.

11.4. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant's employees and/or subconsultants, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required to stop or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 12. Indemnity

12.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or

reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 12.2**. Consultant 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 Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

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

Section 13. Insurance

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

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

Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

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

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

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

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

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

hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

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

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

Section 14. Early Termination; Default

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

14.1.1. By mutual written consent of the parties;

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

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

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

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

14.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 18**, for which Consultant has received payment or the City has made payment.

Section 15. Suspension of Services

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

Section 16. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 17. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination,

excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 18. Property of the City

18.1. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, diaries, and inspection reports, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

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

Section 19. Notices

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

To City: City of Wilsonville
 Attn: Kelsey Lewis, Grants & Programs Manager
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Jarrett Walker & Associates,
 LLC Attn: Evan Landman
 1021 SE Caruthers Street
 Portland, OR 97214

Section 20. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

20.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY:

JARRETT WALKER & ASSOCIATES, LLC

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

Scope of Work

Task A: Kickoff and Project Management

We propose to begin the project with in-person kickoff meetings among our team members and SMART staff. A very important part of these meetings would be discussions about the Community Engagement Plan, which would be led by EnviroIssues.

Deliverables for Task A include:

- Kickoff meetings in Wilsonville
- A draft Community Engagement Plan (which is also included in Task C)
- A refined project schedule
- An organized data request, from our team, submitted to SMART staff
- Monthly update meetings
- Monthly progress reports
- Bi-weekly project management meetings

Task B: Analysis of Existing Conditions and Choices

In preparation for asking the community to help guide this TMP update, we will educate ourselves about existing conditions for SMART service and what choices most need to be addressed in the TMP.

Our team will work together to provide SMART staff with an internal-draft Existing Conditions report. This will include:

- A review of Wilsonville's plans and policies.
- Maps and descriptions of demographics, land uses and street connectivity in the city and in the SW metro area.
- An in-depth analysis of local and regional fixed route services, and maps.
- A brief analysis of DAR service.
- A brief analysis of ridership before and during the pandemic, i.e. analysis of ridership at two different time points.

We will also publish an [online, interactive reference map](#), as a tool for consultants and staff and, if desired, for use by the public.

Once we have improved the Existing Conditions and Choices Report based on staff comments and corrections, we will adapt the content to the project website (on Let's Talk Wilsonville) and prepare the report for the public. Some of the information in the report, and the key choices we establish with SMART staff, will guide our development of the surveys and other public engagement tools.

Deliverables for Task B include:

- Analyses of existing conditions as described above.
- An online map showing demographic, land use and transit data.

- An internal-draft Existing Conditions and Choices Report, and a final draft for publication.

Task C: Community Engagement in Choices, Priorities and Goals

EnviroIssues will lead our engagement efforts, and will also be integrating into the goal-setting and service-planning steps that follow.

We will work with SMART's team to conduct an initial assessment of audiences, to plan and design engagement based on Wilsonville's unique profile, preferences and expectations. Understanding our audience is critical to developing engagement that will meet your objectives, reach a broad range of riders and community members, solicit meaningful and inclusive feedback, and inform your decision-making.

At kickoff meetings (in Task A) EnviroIssues will start developing an Engagement. It will establish public involvement goals, opportunities for engagement, key messages and guidelines for how consultants and SMART will incorporate public input into the new TMP.

During Task C, we will use an online survey to garner feedback on community priorities around transit service. The same survey will be printable, so that we and SMART staff can also use it for in-person engagement.

We are assuming that SMART staff can handle the bulk of in-person engagement efforts in Wilsonville and can help our team liaise with other city departments and with local businesses, organizations and stakeholders, for example by delivering or posting flyers or paper surveys in key Wilsonville locations. We will support SMART staff by doing some surveying at transit stops, and delivering presentations to key stakeholder groups (including Council and the Planning Commission), as well as online public meetings (for example, using Zoom) and traditional in-person open houses.

We would like to hold an intensive half-day or evening workshop for key stakeholders, if COVID conditions permit it. This would include interactive exercises, live polling, a briefing presentation by the consultants, and discussions among stakeholders.

We would use the input gathered in this task to inform the goals and policies in the TMP. In particular, input gathered through the surveys, through polling at the stakeholder workshop, and through conversations with City Council and the Planning Commission, would all be summarized for SMART's consideration in setting goals and policies that guide the Plan.

Deliverables for Task C include:

- Community Engagement Plan.
- Development of a survey.
- Webpage content for Let's Talk Wilsonville.
- Support for SMART staff in the distribution of the survey online, on-board buses and in key community locations.
- Interactive workshop for key stakeholders.
- Online or in-person open house.
- Presentations to City Council and the Planning Commission.
- Analysis and summary of input from all sources.
- Discussion with SMART staff to set goals and policies that guide planning in the next task.

Task D: Service Enhancements, Innovations and Equity Analyses

Once we have worked with SMART to set the goals and policies for future services, we will develop draft service proposals. These proposals will address fixed route (and possibly demand response), at the local and regional scales.

We will analyze service proposals to measure impacts and improvements for existing riders, lower-income residents, minority residents, seniors, young people, employers, and potential future riders.

These proposed enhancements will be delivered to staff in an internal report, including maps of proposed new services. Once we have improved the proposals based on City staff comments, we will move on to planning for the operational, programmatic and capital investments that are required by the proposed services.

Deliverables for Task D include:

- Draft local and regional fixed-route proposals, with maps and conceptual timetables.
- Analysis of service impacts and improvements for diverse populations
- Final service proposals, improved based on City staff feedback, and updated equity analyses.

Task E: Operational and Capital Planning

Once we understand the new services that the TMP will include, we will summarize and analyze the other types of work and investment needed to ensure SMART's success, such as supporting programs, different or additional vehicles, infrastructure or operations changes needed for electrification, new service contracts, transit centers, pedestrian infrastructure, or new facilities.

Deliverables for Task E will include:

- A fleet plan, including vehicle size and type
- Plans for continuing fleet electrification.
- Descriptions of any other major capital needs to support future services.
- Any recommended changes to administration, operations or programs.
- Descriptions of potential partnerships with other organizations or other transit providers.
- Recommendations regarding the renewal of the WES operating agreement.
- An internal draft report containing these elements, for City staff review.

Task F: Draft and Final TMP

Once City staff have reviewed and provided comments on both the draft service proposals and the draft operational and capital plan, we will combine those documents with into a Draft TMP.

This is intended to be a readable, friendly document, that ordinary people can use to understand SMART's current situation and future plans. Technical material that is unlikely to be interesting to the general public will be kept in appendices. We will also prepare a Draft Executive Summary of the TMP.

JWA may provide small amounts of advice in the Draft TMP, or in separate memos or emails, on the following topics. However, substantial analysis, planning and writing in the Draft TMP is not expected on these topics:

- Vanpools

- Transit-Oriented Development
- Autonomous shuttles serving the SMART Transit Center
- Needed features to include in administrative and maintenance building additions
- GTFS and real-time GTFS publication
- Opportunities for new or improved parking facilities near SMART transit stops
- Bus stops and shelters

SMART staff will be asked to review an internal draft of the Draft TMP, after which we will prepare it for publication.

We would expect to give second presentations to both City Council and the Planning Commission at this time, kicking off a public comment period about the Draft TMP.

Once the public comment period has closed, we would summarize comments on the TMP and organize them for SMART staff's review. We would then meet with SMART staff to discuss how to change the TMP in response to the comments, before preparing the third and Final TMP document for City Council consideration.

Note that changes to the service proposals underlying the Plan are not assumed at this phase, as they would necessitate repeating much of Task D and all of Task E. If SMART wishes to give the public a chance to review concrete service proposals, before the other elements of the TMP are built around them, we would propose a slightly different sequence of work in this Work Plan. We would move the development of service ideas earlier in the process, before public engagement. Alternatively, an additional phase of public engagement could be added after the development of service proposals (and capital proposals), but before development of the full detailed TMP.

After City Council adoption, we would deliver the printed TMP and all electronic files to SMART staff.

Deliverables for Task E include:

- Internal draft TMP document and Executive Summary.
- External Draft TMP and Executive Summary.
- Webpage updates.
- Summary of comments received on Draft TMP.
- Meeting with SMART staff to decide on changes to the TMP.
- Final TMP for City Council adoption.
- 10 bound hard copies of the final TMP.
- All electronic files generated or used during the planning process.



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: April 4, 2022		Subject: Resolution No. 2968 Goods And Services Contract With Northwest Playground Equipment, Inc. For Villebios Regional Park 7 & 8 Amenities.	
		Staff Member: Dustin Schull, Parks Supervisor	
		Department: Parks and Recreation	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends City Council approve the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To: Villebois Regional Parks 7 and 8 Construction			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2018 Parks Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

The award of contract to Northwest Playgrounds for the purchase and installation of playground equipment, shelters and unitary surfacing in Villebois Regional Parks 7 and 8.

EXECUTIVE SUMMARY:

The parks team is working with Northwest Playgrounds to complete construction on Villebois Regional Parks 7 and 8. This regional park project has been in construction since 2019 and is approaching the second and final phase.

The purchase and installation of the playground equipment, shelters and unitary surfacing will be key in the completion of the parks. The parks team is utilizing a state contract to ensure the best pricing on all products.

EXPECTED RESULTS:

This will result in the purchase and installation of park amenities in Villebois Regional Parks 7 and 8. These amenities will be key in the project's completion.

TIMELINE:

Purchasing will begin in April 2022. Installation will start when amenities are received and all amenities are expected to be installed by fall 2022.

CURRENT YEAR BUDGET IMPACTS:

Total playground project scope is approximately \$450,651.44. This funding is located in CIP #9167 – Villebois Parks Improvements: Specific Area Plan (SAP) East Parks Reimbursement during FY 21/22.

COMMUNITY INVOLVEMENT PROCESS:

There has been substantial community involvement throughout the Villebois implementation process. There was additional community involvement around Villebois regional parks planning.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The purchase and installation of the playground, shelters and unitary surfacing will increase the amenities in Regional Parks 7 and 8.

ALTERNATIVES:

If this is not completed there will be several missing amenities in the parks.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2968
 - A. Contract

RESOLUTION NO. 2968**A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING A GOODS AND SERVICES CONTRACT WITH NORTHWEST PLAYGROUND EQUIPMENT, INC. FOR VILLEBOIS REGIONAL PARK 7 AND 8 AMENITIES.****A RESOLUTION OF THE CITY OF WILSONVILLE**

WHEREAS, the City is a member of the National Association of State Procurement Officials (NASPO); and

WHEREAS, (NASPO) provided procurement assistance for the Villebois Regional Park 7 and 8 amenities project, as described in the contract; and

WHEREAS, Northwest Playground Equipment, Inc. is a vendor of NASPO; and

WHEREAS, Contractor represents that Contractor is qualified to perform the Villebois Regional park 7 and 8 Amenities work, as described in the Good and Services Contract, attached hereto as **Exhibit A.**; and

WHEREAS, Contractor is prepared to perform this Contract in accordance with all the terms and conditions as set forth in this contract; and

WHEREAS, selection of this Contractor through NASPO follows public contracting requirements.

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

1. The City Manager is authorized to execute a Goods and Services Contract with Northwest Playground Equipment, Inc. for the Villebois Regional Park 7 and 8 Amenities Project, as the form substantially similar to the attached **Exhibit A.**
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 4th day of April 2022, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

ATTACHMENT:

A. Goods and Services Contract

CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the Regional Parks 7-8 Playground and Structures Project (“Project”) is made and entered into on this ____ day of April 2022 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Northwest Playground Equipment, Inc.**, a Washington 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 playground equipment, shelters, Shaw grass, and wood fiber at Regional Parks 7-8, as more particularly described in the Quotation 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 December 31, 2022, 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 fixed price of FOUR HUNDRED FIFTY THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS AND FORTY-FOUR CENTS (\$450,652.44) 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 A**.

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, 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 one-half of the Contract Sum upon execution of this Contract, and Contractor will be paid the remainder of the Contract Sum 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. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2022, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 5. City's Rights and Responsibilities

5.1. 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.

5.2. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2021-22. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 15**.

Section 6. City's Project Manager

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

Section 7. Contractor's Project Manager

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

Section 8. Subcontractors and Assignments

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

Section 9. Contractor Is Independent Contractor

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 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 10. Contractor's Responsibilities

10.1. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a

subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to “subcontractor” in this Contract mean a subcontractor at any tier.

10.2. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

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

10.5. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

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

10.7. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in

case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

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

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

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

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

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

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

10.11. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

10.12. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any suppliers.

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

10.14. COVID-19 Safety Measures. Contractor must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Contractor's employees and/or subcontractors, City employees, and the public. Contractor must provide its written policy to the City

Project Manager at the commencement of the Project. In the event that Contractor is required to stop or delay work due to a COVID-19 related event, Contractor shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 11. Indemnity

11.1. 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 11.2**. 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.

11.2. 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 12. Insurance

12.1. 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:

12.1.1. 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.

12.1.2. 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**.

12.1.3. 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.

12.1.4. 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.

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

12.1.6. 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.

12.2. 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 13. Warranty

13.1. 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.

13.2. Equipment warranties are attached hereto as **Exhibit B**. Supplier hereby agrees that Supplier will timely and thoroughly perform all warranty work. Work will be performed at the City's location unless the work cannot reasonably be performed on site. In that case, Supplier will be responsible for transporting the Equipment in need of warranty work from Wilsonville and back to Wilsonville. Supplier agrees to provide full warranty for labor and materials for all Equipment delivered to the City for a length of time not less than the manufacturer warranty for the specific Equipment. All warranties are from the date of delivery and acceptance by the City, and are in addition to, and not in lieu of, any other warranties provided by various manufacturers.

Section 14. Suspension

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

Section 15. Early Termination; Default

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

15.1.1. By mutual written consent of the parties;

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

15.1.3. 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.

15.2. 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.

15.3. 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.

15.4. Termination under any provision of this **Section 15** 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 16. 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 17. 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: Dustin Schull, Parks Supervisor 29799 SW Town Center Loop East Wilsonville, OR 97070
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To Contractor: Northwest Playground Equipment, Inc.
 Attn: Justin Playground
 PO Box 2410
 345 NW Dogwood Street
 Issaquah, WA 98027

Section 18. Miscellaneous Provisions

18.1. 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.

18.2. 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.

18.3. 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.

18.4. 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.

18.5. 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.

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

18.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this 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.

18.8. 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.

18.9. 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.

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

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

18.12. 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.

18.13. 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.

18.14. 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.

18.15. 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."

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

18.17. Interpretation. As a further condition of this 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.

18.18. 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.

18.19. 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.

18.20. 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:

CITY:

Northwest Playground Equipment, Inc.

City of Wilsonville

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

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EXHIBIT A
Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109
Phone (425) 313-9161 FAX (425) 313-9194
Email: sales@nwplayground.com

Item 15.

QUOTE

This quote is only valid for 30 days.

To: Dustin Schull
Re: City of Wilsonville
Regional Park 7 and 8

Quote # 3232022JP1
Date: 2/28/2022

Contact Name: Dustin Schull
Email: dschull@ci.wilsonville.or.us

Phone: 503.570.1544
Cell/Fax:

Item #	Qty	Description	Price	Total Price
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EQUIPMENT

Earthscape

1	Salem Timber Stack	\$ 35,639.00	\$ 35,639.00
7	Notched Post 5	\$ 1,222.16	\$ 8,555.12
6	Notched Post 7	\$ 1,222.16	\$ 7,332.96
1	Log Pile 3.2	\$ 11,031.78	\$ 11,031.78

IDSculpture

SC004	1	T Rex	\$ 21,200.00	\$ 21,200.00
AP004	1	Home Tree	\$ 18,900.00	\$ 18,900.00
AP003	1	Dig Bones (Set of 4 with vertebrae, ribs, skull and hips and legs)	\$ 2,400.00	\$ 2,400.00
CB008	1	Transition Boulder (granite)	\$ 8,950.00	\$ 8,950.00
	1	Material surcharge	\$ 2,572.51	\$ 2,572.51

ShawGrass Turf

1	540 SF of Shaw Grass playground turf for install on mound provided by others. Cost includes installation.	\$ 11,880.00	\$ 11,880.00
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Wood Fiber

1	215 Cubic Yards of Zeager Bros. Certified Engineered Wood Fiber Safety Surfacing (12in After Compaction) and One Layer of Fabric for 5 Separate Areas Totaling 3809 Square Feet Area. Price Includes, Freight, and Blower Installation	\$ 11,825.00	\$ 11,825.00
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Poligon Shelters

OTC-24TGSS	2	24' Parasol Octagon Shelter with Tongue and Groove Primary Roof and Standing Seam Metal Secondary Roof, Wind Speed 130, Ground Snow Load 30, 2014 OR Structural Building Code. Price includes stamped engineered drawings and sealed calculations.	\$ 34,605.00	\$ 69,210.00
OTC-32-TGSS	1	32' Parasol Octagon Shelter with Tongue and Groove Primary Roof and Standing Seam Metal Secondary Roof, Wind Speed 130, Ground Snow Load 30, 2014 OR Structural Building Code. Price includes stamped engineered drawings and sealed calculations.	\$ 48,660.00	\$ 48,660.00

Equipment Subtotal \$ 258,156.37

<i>IDSculpture</i>	<i>NASPO Value Point Cooperative Purchasing Discount:</i>	<i>NASPO</i>	6.00%	\$ (3,241.35)
<i>Shaw Grass</i>	<i>NASPO Value Point Cooperative Purchasing Discount:</i>	<i>NASPO</i>	5.00%	\$ (594.00)
<i>Zeager</i>	<i>NASPO Value Point Cooperative Purchasing Discount:</i>	<i>NASPO</i>	15.50%	\$ (1,832.88)
<i>Poligon</i>	<i>NASPO Value Point Cooperative Purchasing Discount:</i>	<i>NASPO</i>	10.00%	\$ (11,787.00)

Poligon OTC 24 Freight: \$ 13,440.00

Poligon OTC 32 Freight: \$ 6,720.00

Earthscape Freight: \$ 7,004.63

IDS Freight: \$ 4,533.33

Equipment Total (less tax) \$ 272,399.10

CERTIFIED INSTALLATION

Installation of above listed playground equipment. Price includes receipt of material, installation, and disposal of all packaging materials. Does not include subgrade prep or digging through rock. \$ 80,786.67

Installation on above listed Poligon shelters. Includes receipt of material, assembly of shelters on concrete pads supplied by others, disposal of all packaging materials \$ 97,466.67

Installation Total: \$ 178,253.33

WARRANTY

Parts Replacement Warranty

5 Years

Earthscapes warrants that if any of our playground components fail due to defects in workmanship or materials, we will provide replacement for all parts found defective without cost provided that the initial installation and subsequent repair were completed by Earthscape or under their supervision/consultation. Labor and shipping to replace warranted parts to be supplied by others. Warranty period begins from date of delivery.

Earthscape additionally warrants against:

Structural failure, due to corrosion and/or deterioration caused by defects in materials and manufacturing workmanship as follows:

Stainless steel hardware	30 years
Posts made of Robinia	15 years
Accoya® wood products	10 Years
AYC wood products (excluding Glulam)	10 years
Galvanized structural components	10 years
All other metal components	10 years
Glulam wood products	5 years
All other wood elements	5 years
Plastic and composite components	3 years
Cables/Rope	2 years
Moving parts	1 year
Moving water components	1 year
Electronic components	1 year
Wood stain – vertical	1 year
Wood stain – horizontal	no warranty

Exclusions

Warranty claims will be compromised should any claim be a result of:

1. Vandalism, abuse, misuse or accident.
2. Normal cosmetic changes such as: scratches, dents, marring, fading, discoloration, cable fraying.
3. Acts of God such as: hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms.
4. Environmental factors such as: windblown or human dispersed aggregates, salt spray, salt water, and chlorinated water.
5. Timber elements contain knots, knot holes, checks, and splits. These cosmetic defects become more prominent over time. Replacement or repair of non-structural defects is excluded from warranty.
6. Normal Wear and Tear
7. Failure to Maintain in accordance with Playground Safety Standards and manufacturer’s requirements.
8. Improper Installation: When installed by a 3rd party
9. Unauthorized additions, alterations or repairs by other than Earthscape
10. Unintentional Playground Safety Standards Non-Compliance oversight which was not reported within 12 months after the date of invoice.
11. Other regulatory requirements or inspector comments that exceed or are outside of the scope of Playground Safety Standards.
12. Termite or other insect damage due to installation in areas known to be infested with aggressive wood-damaging insects.

Commercial Playground Limited Warranty for Playsafe 50 Turf

The following is the Commercial Playground Limited Warranty issued by Shaw Industries, Inc. ("Shaw") for our Playsafe 50 Turf made with poly-ethylene sports performance fibers, and coated with a polyurethane unitary backing system.

This Commercial Playground warranty begins when the turf is purchased. **The turf must be installed in accordance with Shaw Industries installation guidelines and specifications.** The turf must be maintained in accordance with Shaw Industries maintenance (turf care) recommendations and such maintenance continues throughout the duration of the original installation.

This Warranty is further limited to the period of time the turf is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original authorized Shaw dealer invoice. Damage resulting from the failure to follow these instructions will not be covered under this warranty.

Installation guidelines and specifications along with turf care recommendations can be obtained from your dealer or from The Shaw Information Center at 1-800-441-7429.

Ten year limited warranty coverage:

Fiber – Fiber Degradation - Shaw warrants that the **Playsafe 50 Turf**, when installed and maintained as recommended by Shaw Industries for proper outdoor use, will not display ultraviolet (UV) degradation, resulting in fiber deterioration or loss.

(Failure is defined as the loss of 25 % of the tufted products based on the original weight of the products at the time of manufacturing per test method ASTM D 5848).

Actual degradation will cause a deterioration of the yarn and loss of pile as a result. Failure does not include a decrease in pile height of the face yarn from the original pile height as a result of surface compression due to normal wear.

Five year limited warranty coverage:

Backing - Tuft Bind - Shaw warrants that our **Playsafe 50 Turf**, when installed and maintained as recommended by Shaw Industries, under normal use, will meet industry standards for tuft bind.

Backing - Integrity/Delamination - Shaw warrants that our **Playsafe 50 Turf**, when installed and maintained as recommended by Shaw Industries, under normal use, will not delaminate from the face of the turf.

Note: The construction, fiber and backing system used in these products are designed and engineered for use when installed in playground and general play area applications.

What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your Shawgrass representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

Shaw Industries will designate a representative to inspect the Turf and evaluate the warranty claim.

What Shaw Industries will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected turf or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, and the like, that were installed over the turf will be at the consumer's expense.

What conditions apply to Shaw Industries Commercial limited Warranty of Playsafe 50 Turf:

This commercial playground warranty specifically excludes:

- a) Turf not installed in accordance with Shaw installation guidelines.
- b) General soiling, discoloration and appearance change due to flattening of pile or pattern due to pile distortion.
- c) Staining or fading from exposure to substances or contaminants which degrade or destroy the face fiber or the color of the turf.
- d) Turf installed on stairs/landings or in areas subject to abnormal use.
- e) Turf exposed to abusive wear from abrasion or from pivot points when using inappropriate foot wears i.e. ski boots, metal cleats, hard plastic cleats, metal golf spikes, or sports equipment.
- f) Turf installed in inappropriate applications. i.e. under playground such as swings, slide landing areas or other high friction play equipment, unless rubber mats are placed over the Playsafe 50 Turf and under all swings, slide exits and around all "merry go round" type structures and other high friction play equipment.
- g) Turf installed where standing water, floods and/or flooding conditions exist.
- h) Turf installed on contact sports fields I.E. football, soccer, lacrosse, etc., unless these fields are designed for general purpose recreational play. Example: There is a big difference between a general recreation play area where elementary school kids play soccer during recess and a regulation soccer field that hosts high school, college and professional team competitions.
- i) Burns, cuts, accidents, vandalism, abuse, negligence or neglect.
- j) Improper design or failure of the base or sub-base of the landscape.
- k) Wear or abrasion caused by inadequate base or sub-base.
- l) Wear or movement of product due to lack of infill on infilled products.
- m) Use of improper infill products.
- n) Use of improper cleaning agents, pesticides, herbicides, or chemicals, and maintenance methods not recommended by Shaw.
- o) Failure to properly maintain, protect or repair the turf.
- p) Damage caused by reflection (melting) or other flammable materials.
- q) As with any manufactured flooring product, there can be occasional slight differences in color between "dye lots". Shaw cannot be responsible for any color shading differences between different rolls of turf.

Please note - The warranty is not transferable. It extends only to the original purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

1-24-2016 ga



Porter Corp Limited Warranty and Limitations

Porter Corp provides a 10-year pro-rated limited warranty from shipping date with the following limitations. Porter Corp limits its warranty to the supply of materials that will assemble according to sealed engineered drawings and installation instructions, and can be assembled with normal expertise and with tools required and found in the construction trades. It is expressly understood that Porter Corp's liability be limited to repair or replacement of nonconforming material at time of delivery.

Porter Corp does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond Porter Corp's control. Porter Corp will not be held responsible for any materials that were not properly stored prior to installation. Porter Corp reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

Porter Corp shall not be held liable for field alterations. Porter Corp shall only be liable for meeting the building code indicated on the sealed engineered drawings.

Any replacement part under warranty is warranted for the remaining original warranty period or six (6) months, whichever is longer.

Under certain conditions (snow, wind, and the like), Fabric tops may be required to be taken down. The sealed engineered drawings and installation instructions will need to be referenced for design parameters. Porter Corp shall not be responsible to cover damage caused by failure to remove the top as required.

This Limited Warranty supersedes all other warranties expressed or implied.

The warranty on items not manufactured by Porter Corp (i.e. metal roofing, shingles, wood shelters, fabric and thread as applicable), will be as passed through Porter Corp's supplier as per their warranty; contact Customer Service for this Supplier Warranty.

This Limited Warranty is conditional upon payment in full to Porter Corp within terms. Liability under this Warranty is limited in that it shall not exceed the original sales price of the components as supplied by Porter Corp.



Poli-5000 Paint System 10 Year Limited Warranty for Structural Steel Shelters

This limited warranty is for the factory applied Poli-5000 powder coating. Poli-5000 powder coat paint system by Porter Corp of Holland, Michigan has been applied to steel entirely as an ‘in-house” process. Poli-5000 finish has been applied over hot rolled structural steel parts and has been tested to meet or exceed the ASTM Standards illustrated in Figure 1.

This pro-rated limited 10 year warranty is intended to define the obligations and limitations of the purchaser as well as the obligations and limitations of the supplier. This limited warranty is only valid if Porter Corp has been paid in full for the cost of the shelter.

Damage occurring from shipping, erection, vandalism, accidents, or field modifications will require field touch-up immediately and periodically thereafter, which is not covered in this limited warranty.

Exposed nuts and bolts will either be supplied with a light plating or powder coating. It is the responsibility of the contractor to paint and/or touch up the nuts and bolts after erection and these must be maintained by the customer.

The 10-year limited warranty will exclude buildings erected at sites where salt air, corrosive environment, high humidity or sprinkler systems come in contact with the shelter.

Failure to maintain finish system with annual touch-up and documented maintenance procedures will void the limited warranty.

Not covered by this limited warranty are acute angles, end plates, and other accessories that are prone to minor defects on occasions and will require touch-up by owner.

Failure of the coating will be defined when at least 8% of the total coated surface has significant loss of performance or appearance characteristics when compared to the original finish. Rust stains from roof trim, screws, and screw holes do not constitute a failure.

If a claim is made for paint failure a complete document must be provided by the owner. If a site visit is required by Porter Corp the travel expenses will be covered by the customer prior to travel taking place. However, should the failure be determined to be under the limited warranty the customer will be reimbursed for these expenses.

In the case of a failed paint system, Porter Corp will repaint the structure with its best in-house system providing that the owner dismantles the structure and returns it to Porter Corp. Porter Corp will refinish the structure and ship it back to job site at their expense. The refinishing will not extend the original warranty of the paint system. The owner is responsible for erecting the building at their expense. As an alternative, Porter Corp will pay customer up to the cost of the original paint system on a pro-rated basis for time left of the 10 year limited warranty.

Poli-5000 Finish System Performance and Specifications

Figure 1

Test Description	Test Method	Poli-5000 Results
Salt Spray Resistance	ASTM B 117/ ASTM D 1654 Method 2 (scraping)	10,000 hours, no creep from scribe line, rating of 10
Humidity	ASTM D2247-02	5,000 hours with no loss of adhesion or blistering
Light UV/ Resistance	ASTM G154-04 2000 hours exposure. Alternate cycles (4 hours UVC and 4 hours condensation)	a) No chalking b) 75% color retention c) Color variation-maximum 3.0 E variation CIE formula (before and after 2,000 hours exposure)
Stain Resistance	ASTM D1308-02e1 24 hours exposure with 10% concentration	No stain from following: Mustard, Tannic Acid, Catsup, Citric Acid, Coffee, Tartaric Acid, Pepsi Cola, Beer, Oleic Acid, Lactic Acid, Orange Juice
Scratch Resistance	Hoffman Scratch Hardness Tester	No substrate appearance with 1,000 gram load
Adhesion	ASTM D3359-02	ASTM Class 4B rating or better
Resistance Impact	ASTM D2794-93	10 in-lbs. w/o cracking
Hardness	ASTM D3363-92a	2H min-no indentation
Flexibility	ASTM D522-93a	1/8" no cracking/loss of adhesion at bend
Abrasion	Taber abraser CS10 Wheel (1,000 mg load)	14 mg. max weight loss per cycle
Solvent Resistance	50+ MEK rubs	Minimal to no dulling or color removal



CITY COUNCIL MEETING MINUTES

March 21, 2022 at 7:00 PM

City Hall Council Chambers & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, March 21, 2022. The Mayor called the meeting to order at 7:03 p.m., followed by roll call and the Pledge of Allegiance.

PRESENT

Mayor Julie Fitzgerald
 Council President Kristin Akervall
 Councilor Charlotte Lehan
 Councilor Ben West
 Councilor Joann Linville

STAFF PRESENT

Barbara Jacobson, City Attorney
 Bryan Cosgrove, City Manager
 Jeanna Troha, Assistant City Manager
 Kimberly Veliz, City Recorder
 Zoe Mombert, Assistant to the City Manager
 Andrea Villagrana, Human Resource Manager
 Delora Kerber, Public Works Director
 Martin Montalvo, Public Works Ops. Manager

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

Motion: Moved to approve the order of the agenda amended and amended again.

Motion made by Councilor President Akervall, Seconded by Councilor West.

The Mayor added the Wilsonville Ready Plan would be presented under the Communications section of the City Council agenda.

Voting Yea:

Mayor Fitzgerald, Council President Akervall, Councilor Lehan, Councilor West, Councilor Linville

Vote: Motion carried 5-0.

MAYOR'S BUSINESS

4. State of the City

The Mayor introduced the State of the City Address, which had been recorder to show some of the City's recent successes. The Mayor also thanked Councilor Lehan for her participation and staff for their videography and production of the video. The video of the State of the City was then played for the audience.

The 2022 State of the City Address is appended to the minutes in entirety.

5. City Attorney Recruitment

The Mayor recalled that Barbara Jacobson, City Attorney announced her retirement in the fall of 2021. The Mayor shared that Ms. Jacobson had served as legal counsel for the City of Wilsonville for the past 10 years for which she had contributed to much of the City's successes.

The Mayor explained after the announcement of Ms. Jacobson's retirement the City embarked on a plan to recruit her replacement. The Mayor further explained City Council had interviewed candidates for the City Attorney position and had a top recommended candidate.

The Mayor then requested a motion.

Motion: Move that Amanda Guile-Hinman be appointed as Wilsonville City Attorney, subject to final employment agreement approval set for April 4, 2022, the next City Council meeting, with a work start date to be determined.

Motion made by Councilor President Akervall, Seconded by Councilor Linville.

Voting Yea:

Mayor Fitzgerald, Council President Akervall, Councilor Lehan, Councilor West, Councilor Linville

Vote: Motion carried 5-0.

6. Arts, Culture, and Heritage Commission Liaison

The Mayor informed that the Arts, Culture, and Heritage Commission (ACHC) is in need of a City Council liaison. The Mayor reported that no other member of the City Council had expressed interest in serving on the ACHC. Therefore, the Mayor shared her interest in serving as the ACHC City Council liaison and requested a nomination and vote by City Council.

Motion: Move that Mayor Fitzgerald be appointed to serve as Council liaison to the new Arts, Culture, and Heritage Commission.

Motion made by Councilor Linville, Seconded by Council President Akervall.

The Mayor then asked if the maker of the motion could amend the motion to say for one year.

Amended Motion: Move that Mayor Fitzgerald be appointed to serve as Council liaison to the new Arts, Culture, and Heritage Commission for a period of 1 year.

Motion made by Councilor Linville, Seconded by Council President Akervall.

Voting Yea:

Mayor Fitzgerald, Council President Akervall, Councilor Lehan, Councilor West, Councilor Linville

Vote: Motion carried 5-0.

7. Upcoming Meetings

The Mayor reminded the next City Council meeting was April 4, 2022.

The Mayor then reported on the following meeting and events that occurred since the last City Council meeting on March 7, 2022:

Conflict in Ukraine

- Shared she felt so much pain for those involved in the conflict and hoped that a resolution would come soon.

Meeting with Governor's Staff

- The Mayor and City of Aurora Mayor Brian Asher met with Amira Streeter, who serves as Governor Brown's Climate, Energy and Transportation Advisor. Also, in attendance was Councilor Lehan.
- This meeting was in response to a letter that the Mayor and Mayor Asher sent to the Governor in December 2021. In that letter, a number of issues of concern were raised about the management and operations of the Oregon Department of Aviation and the Aurora State Airport master planning process.

- Some of the issues of concern for Aurora and Wilsonville included:
 - Increasing noise and air pollution at the Airport that negatively affects residents' quality of life.
 - Lack of coordinated intergovernmental land-use and transportation planning for the Airport area that is resulting in increased surface transportation impacts without any mitigation-funding source.
 - Urban-level development occurring at the Airport in prime Exclusive Farm Use (EFU) farmland that is detrimental to the agriculture industry cluster and unfairly competes with nearby cities for industrial development.
 - A new Aurora State Airport master-planning process that has stacked the Planning Advisory Committee with over half of the members having vested financial interests in having the public taxpayers subsidize a costly major airport expansion.
 - Ms. Streeter appeared to understand cities' concerns about the Aviation Department and the Airport master planning process. However, was unable to promise any specific actions in response to concerns.
 - Given the many problems over the past 10-plus years with the Aviation Department and with the Governor-appointed Aviation Board, the Cities of Aurora and Wilsonville appreciated some cooperation from the State.
 - The City shall seek to work with others to educate the candidates who are running for Governor about the many problems with the Aviation Department and the Aurora State Airport.
 - Noted that because the Oregon Department of Aviation could not produce the 2011 plan, which was never adopted. The City's contention is that you cannot readopt a plan that was never adopted.

Representative Neron's Wilsonville Town Hall

- State Representative Courtney Neron of House District 26 held a Wilsonville Town Hall to give constituents an update on the 2022 legislative short session.
- Representative Neron discussed a considerable amount of legislation that was passed during the 2022 short session.
- The City is most appreciative of Representative Neron's support for a \$1.9 million allocation for the proposed Transit-Oriented Affordable Housing Development at the Wilsonville Transit Center. These funds will help to fill a gap in the financing plan for the proposed affordable housing development.
- Representative Neron is scheduled to present her 2022 legislative session report at the April 4, 2022 City Council meeting.

Other Meetings Attended

- The Mayor shared she attended many meetings since the last City Council meeting w/ most of the meetings discussing the topic of transportation.

City Attorney

- The Mayor recognized that this was the last City Council meeting with Barbara Jacobson as City Attorney.
- The Mayor stated Ms. Jacobson had done an incredible job over the past 10 years.

City Council Meeting

- The Mayor retold the next City Council meeting was scheduled for Monday, April 4, 2022.

COMMUNICATIONS

8. Emergency Preparedness Campaign Update

Delora Kerber, Public Works Director and Martin Montalvo, Public Works Operations Manager shared details of a new public awareness campaign called the Wilsonville Ready campaign. The campaign was created to help the community become more prepared to endure emergencies. Staff's PowerPoint has been added to the record.

After staff's presentation, Council discussion ensued.

9. Oregon Tech Presentation by Dr. Nagi Naganathan, President, Oregon Institute of Technology (OIT)

Dr. Nagi Naganathan along with Kelsey McCauley both of OIT delivered the Oregon Tech presentation. During the presentation, Dr. Naganathan provided an overview of the school's recent success in preparing its students for the workforce. Dr. Naganathan cited multiple reports that rank the Oregon Institute of Technology as one of the top-rated educational values in Oregon and among the better values in the United States. The OIT presentation has been added to the record.

The presentation was followed by City Council comments.

10. Willamette Falls and Landings Heritage Area Coalition

Britta Mansfield, Executive Director of the Willamette Falls & Landings Heritage Area Coalition (WFLHAC) detailed the coalition's ongoing work to enhance and promote the area. Ms. Mansfield explained WFLHAC is seeking the area's designation as a National Heritage area, noting the historical significance of the Oregon Trail, the Missoula Floods and the contributions of Native Americans along the Willamette River. The WFLHAC presentation has been added to the record.

Council comments followed 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 citizens input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.*

Kevin Mansfield of the Public Policy Ambassador Michael J. Fox Foundation/ Facilitator Parkinson's Resources of Oregon shared that April is Parkinson's Awareness Month.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

11. Council President Akervall

Provided details of the following meeting she attended since the City Council last met:

- Wilsonville Town Hall with State Representative Courtney Neron
 - Recalled Representative Neron would present at the next City Council meeting
- Washington County Coordinating Committee meeting
- Clackamas County Childcare Task Force meeting

Council President Akervall shared that March 20, 2022 was the start of spring and that many Wilsonville students were on Spring Break. She explained the Library and Parks & Recreation are hosting several activities over Spring Break. Ms. Akervall also, mentioned the following upcoming events:

- April 7, 2022 Community Garden reservations open
- April 4 -10, 2022 various Sakura Week activities

12. Councilor Lehan

Reported since the last City Council meeting she had been involved with Aurora Airport related meetings and Willamette Falls and Landings committees meetings.

Met with Kerry Rappold, Natural Resources Manager and other City staff at the Park at Merryfield to inspect issues in the natural area and create a plan to deal with the invasive species.

13. Councilor West

Councilor West wished all a happy and safe Spring Break.

Mr. West shared that he and the other Councilors had spent a significant amount of time interviewing and working to hire the next City Attorney.

14. Councilor Linville

Provided details of the following meeting she attended since the City Council last met:

- March 16, 2022 attended the Clackamas County Coordinating Committee Metro Subcommittee

- Major topic of discussion for that meeting was the proposed amendments to the Regional Transportation Plan (RTP).

Appreciated and congratulated Barbara Jacobson on her retirement as City Attorney.

Announced upcoming meetings she planned to attend:

- March 29, 2022 and March 30 2022 Wilsonville-Metro Community Enhancement Committee
- Willamette Falls Locks Commission next and last meeting date to be determined

CONSENT AGENDA

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

15. Resolution No. 2959

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement Contract With Cummings Management Group, Inc. For Owner's Representative And Construction Management Services For The Public Works Complex Project (Capital Improvement Project # 8113).

16. Resolution No. 2966

A Resolution Of The City Of Wilsonville Authorizing The City Manager Or His Designee To Appoint Audit Firm.

17. Minutes of the March 7, 2022 City Council Meeting.

Motion: Moved to approve the Consent Agenda as read.

Motion made by Councilor Lehan, Seconded by Councilor West.

Voting Yea:

Mayor Fitzgerald, Council President Akervall, Councilor Lehan, Councilor West, Councilor Linville

Vote: Motion carried 5-0.

NEW BUSINESS

None.

CONTINUING BUSINESS

None.

PUBLIC HEARING

None.

CITY MANAGER’S BUSINESS

The City Manager congratulated Barbara Jacobson on her pending retirement. He appreciated Barbara Jacobson for her 10 years of work for the City of Wilsonville. Mr. Cosgrove highlighted Ms. Jacobson’s work to successfully negotiate numerous benefits for the City during a complex negotiation with multiple jurisdictions to establish the Willamette Water Supply Program.

LEGAL BUSINESS

The City Attorney updated City Council of the ongoing negotiations with Tualatin Valley Water District (TVWD) to divide property near the Willamette River Water Treatment Plant.

In closing, City Council was invited to attend Barbara Jacobson’s Retirement Party on March 30, 2022.

ADJOURN

The Mayor adjourned the meeting at 9:01 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor



STATE OF THE CITY ADDRESS

March 21, 2022

Julie Fitzgerald, Mayor

On the happy occasion of Wilsonville Library's 40th anniversary, this felt like the perfect venue from which to deliver my 2022 State of the City virtual address.

Good libraries function is the heartbeat of great communities and that's certainly true in Wilsonville.

Our Library welcomes everyone, and it's always adapting and evolving to meet the community's changing needs. In these respects, a good library is a microcosm of a great community.

There are few people more appropriate than my fellow Councilor, Charlotte Lehan, to discuss the Library's significance to Wilsonville.

Charlotte Lehan, Councilor

The Library has been an important part of the community even before it was in this building and has really been almost overwhelmed by its success.

Julie Fitzgerald, Mayor

Charlotte is one of Wilsonville's foremost historians and this is her final year on our City Council. I want to take this opportunity to recognize Charlotte's 26 distinguished years in service to Wilsonville, including a 12-year stint as the City's Mayor from 1997 through 2008.

Charlotte's sound judgment, leadership and steadfast protection of our natural resources have made her one of the single greatest contributors to Wilsonville's reputation as a wonderful place in which to live or work.

Charlotte Lehan, Councilor

I've been fortunate to have worked many years with excellent staff at the City of Wilsonville that has always worked like a team. And likewise, the City Councilors and Mayors I've worked with have really been very collaborative. Three of the most important accomplishments in my time with the City of Wilsonville that I am proudest of, are:

- The Wilsonville Track, which is Graham Oaks;
- Siting the prison appropriately so that we could have Villebois; and
- The third is the Wilsonville Water Treatment Plant, without which we couldn't have done much of anything because we didn't have water.

Not being in elected office will give me more time to participate in the other things, which a lot of times are really very fun. So, I look forward to the next chapter.

Julie Fitzgerald, Mayor

Councilor Lehan is one of many passionate, engaged residents who have helped guide Wilsonville's course. Passionate public involvement is one big reason why Wilsonville has long been a desirable community.

I'm glad and proud that so many community members are engaged and involved in how our City functions.

In the past year, we've worked to establish three new boards:

- The Diversity Equity and Inclusion Committee is working on strategies to make Wilsonville a more inclusive home;
- The Kitakata Sister City Committee is further strengthening our valuable cultural exchange, and
- Soon our Arts, Culture, and Heritage Commission will begin to guide our work to provide a more vibrant arts and culture scene in Wilsonville.

Wilsonville puts people first. We prioritized public safety during a relentless siege of crises that has included nearby wildfires an ice storm that left many residents without power for a week or more and, of course, the ongoing pandemic.

Bryan Cosgrove, City Manager

I think putting people first in the local government context, what it means to me is that everything we do whether it's our annual budget, the programs and services we deliver or the quality of the built environment, we begin with the end in mind which is the end is the people that live here and/or operate a business here.

Julie Fitzgerald, Mayor

Thanks to Bryan Cosgrove and the City staff for their empathetic leadership. We've been through a lot together.

This year, we will introduce “Wilsonville Ready” an emergency management awareness plan that improves our collective resilience so we're better prepared for future disasters. We want everyone two (2) weeks ready.

To aid our recovery from the pandemic the City will begin allocating more than \$5 million it received in federal American Rescue Plan Act funding.

This provides an opportunity to do a lot for our community, including:

- Providing additional support for social services programs through Wilsonville Community Sharing; and
- We’re going to be funding a full-time behavioral health specialist to join the Wilsonville Police Department.

A thriving business climate critically supports Wilsonville financial health. New industrial and commercial development bolsters the tax base, supports new infrastructure and brings family wage jobs closer to home.

Last year's establishment of the Wilsonville Investment Now or WIN program was designed to incentivize new industrial development. The program yielded immediate dividends luring Twist Bioscience to Wilsonville with a \$70 million redevelopment at the Xerox Campus that will bring hundreds of jobs.

Matt Lorenzen, Economic Development Manager

My job is really to create an environment in Wilsonville in which, businesses want to be and continue to be and where developers want to invest their capital and grow the local tax base.

Julie Fitzgerald, Mayor

Build out has begun in the Coffee Creek Industrial Area supporting the City sustainable long-term industrial growth. Successful economic development supports our work to maintain and build the City's infrastructure. Several of these projects support our number one goal: increasing mobility for every mode of transport.

- The 5th to Kinsman project is on schedule in Old Town.
- Road improvements are complete on Garden Acres Road.
- Design is now complete for a pedestrian bridge to be built over the I-5 divide.

At the same time, we're also supporting sustainable growth by building additional water intake capacity, investing in electric buses and constructing a new Public Works facility. We're being careful to align this infrastructure development with sustainable financing sources to remain fiscally responsible.

Bryan Cosgrove, City Manager

I think for the last 25 years we've the City had three Mayor's Tim Knapp, Charlotte Lehan and Julie Fitzgerald, I think the one thing that probably more than anything that unifies them in terms of how they've operated is that they both, or they all three deeply care about the community.

Julie Fitzgerald, Mayor

We're proud of Wilsonville's record of delivering at a high value for our taxpayers. That reputation is hard earned. Your City Councilors proudly serve on several regional boards and committees. We're successfully leveraging partnerships with other public agencies and elected officials to support new amenities and legislation on your behalf.

- In partnership with the City of Sherwood, we're building a fiber optic cable network to support new technologies.
- With Tualatin Valley Fire and Rescue, we established a new fire station in Charbonneau to better serve residents south of the river.
- We're fighting diligently to represent your interests with regard to the Aurora Airport.
- And, most critically, we continue to work with ODOT and our state legislators to advance the very essential construction of a higher capacity, earthquake resilient Boone Bridge.

Improving mobility for all modes of transportation is one way we're working on behalf of all residents.

Another part of our work is to expand home ownership to a broader cross section of individuals and families.

Expanding homeownership as a Council goal that ensures that people with a wide variety of interests in size, type and price of home can live in Wilsonville.

- With the Equitable Housing Strategic Plan and the Middle Housing Project, we're pursuing more inclusive strategies that create opportunity for first-time homebuyers and others who want to make Wilsonville their home.
- We're further removing barriers by being one of the few cities that offers free transit service to residents.
- And we're pursuing housing near transit in a form called Transit-Oriented Development that will further increase options for residents.
- And our Diversity Equity and Inclusion Committee is working to develop a strategy to help us view programs and policies through the lens of equity.

Our plan to develop Frog Pond neighborhoods on the City's east side will be informed by our Middle Housing Plan. Frog Pond is a new opportunity to build on our history of thoughtful, cohesive planning.

Historically, Wilsonville's approach has yielded attractive, desirable neighborhoods, neighborhoods that are informed by community input that are supported by first-class schools and high-quality parks and recreational amenities that contribute to a high quality of life and provide value for your tax dollars.

There are so many things that make Wilsonville a great place to live, work and play.

Residents – What are your favorite things about Wilsonville?

“We love all the parks, the walking trails. We take our dogs to the dog park every day; take the kids to the playground.”

“We’ve been a part of their story time since she was like six months old. It's wonderful.”

“I like the sports; they have a lot of rec teams that my kids participate in.”

“Just the safety of the town. Where we can walk around and not feel like we're going to be in danger of anything.”

“That it seems like a lot of people stick around so there's a really big sense of community.”

“And we really appreciate the City work to make all of this happen.”

Julie Fitzgerald, Mayor

For those reasons and many more, our community is special. It's my honor to work on behalf of all of you to grow and maintain our wonderful City. We look forward to completing the goals we've set and to continue to listen and to engage directly with as many of you as possible to ensure that our work is always supporting the community's greatest needs. Thank you



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: April 4, 2022		Subject: Ordinance Nos. 857 and 858 – 1st Reading Annexation and Zone Map Amendment for Frog Pond Vista subdivision in Frog Pond West	
		Staff Member: Philip Bradford, Associate Planner	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: April 4, 2022 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: April 4, 2022 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: April 18, 2022 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable	
		Comments: Following their review at the March 14, 2022 meeting, the Development Review Board (DRB), Panel A, unanimously recommended approval of an Annexation and a Zone Map Amendment for the subject property. The DRB also approved with conditions, contingent on the Annexation and Zone Map Amendment, a Stage I Master Plan, Stage II Final Plan, Site Design Review, Tentative Subdivision Plat, Type C Tree Removal, Significant Resource Overlay Zone Boundary Verification, and Significant Resource Impact Report Review.	
Staff Recommendation: Staff recommends City Council adopt Ordinance Nos. 857 and 858 on first reading.			
Recommended Language for Motion: Two separate motions: I move to adopt Ordinance No. 857 on first reading. I move to adopt Ordinance No. 858 on first reading.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond West	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Approve, modify, or deny Ordinance Nos. 857 and 858 to annex 12.95 acres and rezone approximately 12.80 acres north of SW Frog Pond Lane within the Frog Pond West Master Plan area, enabling development of a 38-lot subdivision.

EXECUTIVE SUMMARY:

The proposed subdivision is the sixth area proposed for annexation and subsequent development consistent with the Frog Pond West Master Plan. The subdivisions are envisioned to blend together as one cohesive neighborhood. Concurrent with the adoption of the Frog Pond West Master Plan, the City added a new zoning district, Residential Neighborhood (RN), intended for application to the Master Plan area. The requested zone map amendment proposes applying the Residential Neighborhood (RN) Zone to the Frog Pond Ridge subdivision consistent with this intention.

EXPECTED RESULTS:

Adoption of Ordinance Nos. 857 and 858 will bring this portion of the Frog Pond West Master Plan area into the City and zone it for development consistent with the Master Plan.

TIMELINE:

The Annexation and Zone Map Amendment will be in effect 30 days after ordinance adoption on second reading and upon filing the annexation records with the Secretary of State as provided by ORS 222.180.

CURRENT YEAR BUDGET IMPACTS:

The project will result in income and expenditures consistent with the infrastructure financing plan of the Frog Pond West Master Plan.

COMMUNITY INVOLVEMENT PROCESS:

Staff sent the required public hearing notices. In addition, significant public involvement occurred during development and approval of the Frog Pond Area Plan and Frog Pond West Master Plan, with which the proposed actions are consistent.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The annexation and development of the subject land will provide additional housing choices and continued development of quality neighborhoods.

ALTERNATIVES:

The alternatives are to modify, approve, or deny the annexation and zone map amendment requests.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

Attachment 1 – Ordinance No. 857:

Exhibit A – Legal Description and Sketch Depicting Land/Territory to be Annexed

Exhibit B – Petition for Annexation

Exhibit C – Annexation Findings

Exhibit D – Development Review Board Panel A Resolution No. 400 Recommending Approval of Annexation

Attachment 2 – Ordinance No. 858:

Exhibit A – Zoning Order DB21-0058 Including Legal Description and Sketch Depicting Zone Map Amendment

Exhibit B – Zone Map Amendment Findings

Exhibit C – Development Review Board Panel A Resolution No. 400 Recommending Approval of Zone Map Amendment

ORDINANCE NO. 857

AN ORDINANCE OF THE CITY OF WILSONVILLE ANNEXING APPROXIMATELY 12.95 ACRES OF PROPERTY LOCATED TO THE NORTH OF SW FROG POND LANE INTO THE CITY LIMITS OF THE CITY OF WILSONVILLE, OREGON; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOT 500, AND A PORTION OF SW FROG POND LANE RIGHT-OF-WAY, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. DARRELL R. LAUER, SANDI L. LAUER, PETITIONERS.

WHEREAS, a petition submitted to the City requests annexation of certain real property legally described and depicted in Exhibit A; and;

WHEREAS, Darrell R Lauer and Sandi L. Lauer, together representing 100 percent of the property ownership within the annexation area signed the petition; and;

WHEREAS, Darrell R Lauer and Sandi L. Lauer, together representing a majority of the electors within the annexation area signed the petition; and

WHEREAS, ORS 227.125 authorizes the annexation of territory based on consent of all owners of land and a majority of electors within the territory and enables the City Council to dispense with submitting the questions of the proposed annexation to the electors of the City for their approval or rejection; and

WHEREAS, the land to be annexed is within the Urban Growth Boundary and has been master planned as part of the Frog Pond West Neighborhood; and

WHEREAS, Panel A of the Development Review Board considered the annexation and after a duly advertised public hearing held on March 14, 2022, unanimously recommended City Council approve the annexation; and

WHEREAS, on April 4, 2022 the City Council held a public hearing as required by Metro Code 3.09.050; and

WHEREAS, reports were prepared and considered as required by law; and because the annexation is not contested by any party, the City Council chooses not to submit the matter to the voters and does hereby favor the annexation of the subject tract of land based on findings, conclusions, and the Development Review Board's recommendation to City Council.

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

1. FINDINGS.

The tract of land, described and depicted in Exhibit A, is declared annexed to the City of Wilsonville.

2. DETERMINATION.

The findings and conclusions incorporated in Exhibit C are adopted. The City Recorder shall immediately file a certified copy of this ordinance with Metro and other agencies required by Metro Code Chapter 3.09.050(g) and ORS 222.005. The annexation shall become effective upon filing of the annexation records with the Secretary of State as provided by ORS 222.180.

3. EFFECTIVE DATE OF ORDINANCE.

This Ordinance shall be declared to be in full force and effect thirty (30) days for the date of final passage and approval.

SUBMITTED to the Wilsonville City Council and read the first time at a meeting thereof on the 4th day of April 2022, and scheduled the second reading on April 18, 2022, commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 18th day of April 2022, by the following votes:
Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 18th day of April, 2022.

JULIE FITZGERALD, MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Legal Description and Sketch Depicting Land/Territory to be Annexed
- B. Petition for Annexation
- C. Annexation Findings
- D. Development Review Board Panel A Resolution No. 400 Recommending Approval of Annexation



AKS ENGINEERING & FORESTRY, LLC
 12965 SW Herman Road, Suite 100, Tualatin, OR 97062
 P: (503) 563-6151 | www.aks-eng.com

AKS Job #7530

OFFICES IN: BEND, OR - KEIZER, OR - TUALATIN, OR - VANCOUVER, WA

EXHIBIT A

City Annexation Description

A tract of land located in the Southeast One-Quarter of Section 12, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the southeast corner of Parcel II of Partition Plat 1991-043, Clackamas County Plat Records, also being on the west right-of-way line of Stafford Road (30.00 feet from centerline); thence along the south line of said Parcel II, North $88^{\circ}48'53''$ West 1015.40 feet to the northwest corner of Document Number 2018-044491, Clackamas County Deed Records, and the Point of Beginning; thence along the west line of said deed, South $01^{\circ}40'07''$ West 895.84 feet to the north right-of-way line of Frogpond Lane (16.50 feet from centerline) and the City of Wilsonville city limits line; thence along said north right-of-way line and said city limits line, North $88^{\circ}35'24''$ West 298.01 feet to the northerly extension of the east line of Document Number 99-022102, Clackamas County Deed Records; thence along said northerly extension and said city limits line, South $01^{\circ}42'33''$ West 33.00 feet to the south right-of-way line of Frogpond Lane (16.50 feet from centerline); thence leaving said city limits line along said south right-of-way line, North $88^{\circ}35'24''$ West 210.00 feet to the southerly extension of the east line of Document Number 2001-040160, Clackamas County Deed Records; thence along said southerly extension and the east line of said deed, North $01^{\circ}42'33''$ East 403.19 feet to the northeast corner thereof; thence along the north line of said deed, North $88^{\circ}35'24''$ West 273.93 feet to the easterly line of Document Number 2020-036921, Clackamas County Deed Records; thence along said easterly line the following four (4) courses: North $01^{\circ}50'36''$ East 262.98 feet; North $51^{\circ}04'13''$ East 283.61 feet; North $57^{\circ}44'58''$ East 85.72 feet; North $01^{\circ}11'07''$ East 29.64 feet to the south line of said Parcel II; thence along said south line, South $88^{\circ}48'53''$ East 494.66 feet to the Point of Beginning.

The above described tract of land contains 12.95 acres, more or less.

Bearings for this description are based on State Plane Grid bearing, Oregon State Plane, North Zone 3601, NAD83(2011) Epoch: 2010.0000. Distances shown are International Foot ground values.

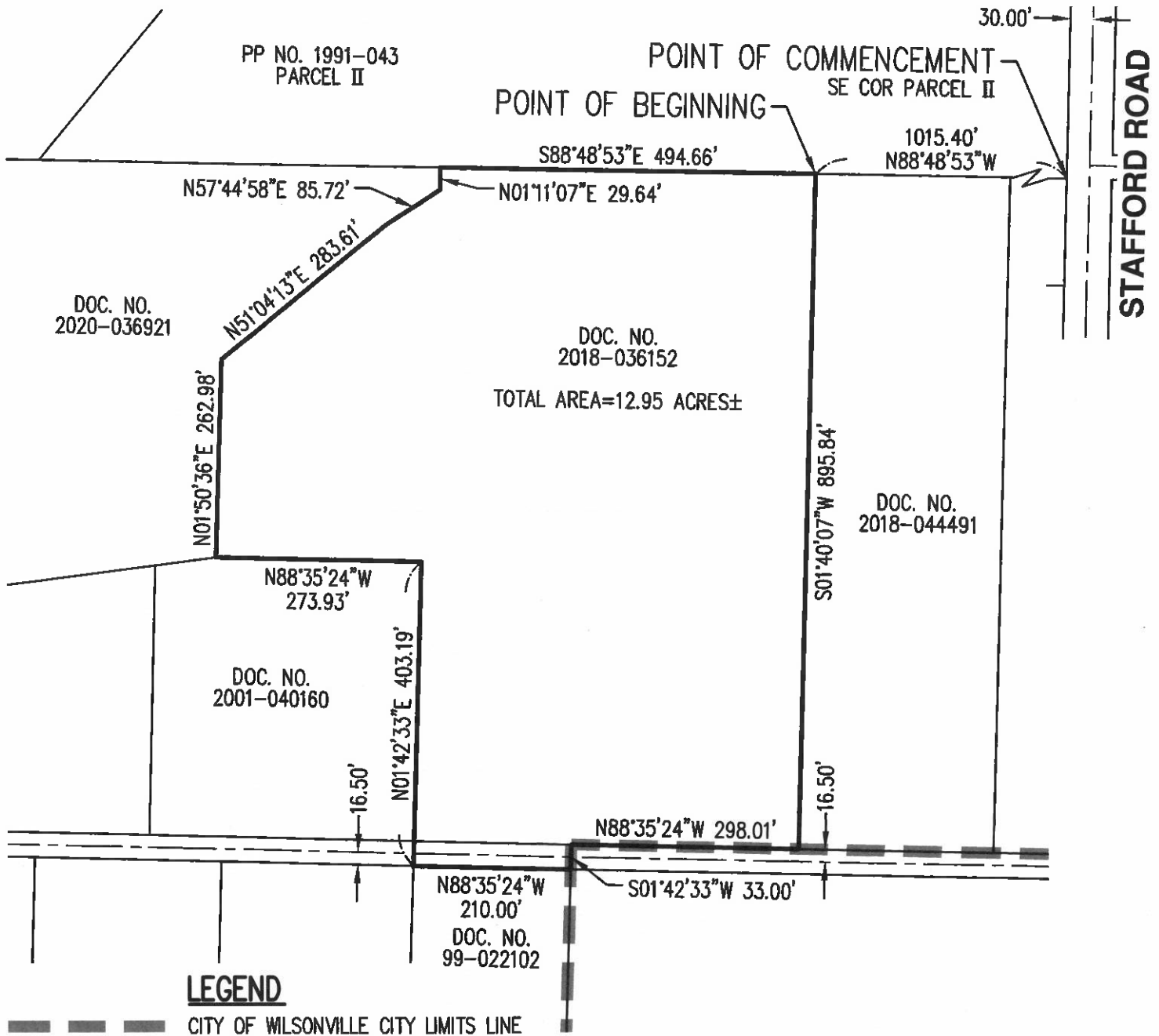
4/23/2021



RENEWS: 12/31/22

EXHIBIT B

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 12,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, OREGON



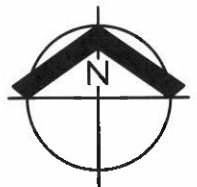
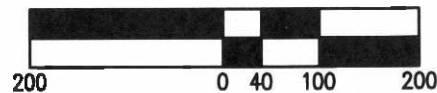
4/23/2021

REGISTERED
PROFESSIONAL
LAND SURVEYOR

PREPARED FOR

VENTURE PROPERTIES, INC.
4230 SW GALEWOOD STREET, SUITE 100
LAKE OSWEGO, OR 97035

SCALE: 1" = 200 FEET



[Signature]

OREGON
JANUARY 11, 2005
ROBERT D. RETTIG
60124LS

RENEWS: 12/31/22

CITY ANNEXATION MAP

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151 WWW.AKS-ENG.COM





EXHIBIT
B

DRWN: WCB
CHKD: RDR
AK 132

PETITION FOR ANNEXATION

We, the undersigned owner(s) of the property described in **Exhibit A** and/or elector(s) residing at the referenced location(s), hereby petition for, and give consent to, Annexation of said property to the City of Wilsonville:

NOTE: This petition may be signed by any qualified persons even though they may not know their property description or precinct number.

SIGNATURE	PRINTED NAME	I AM A: *			PROPERTY ADDRESS	PROPERTY DESCRIPTION				PRECINCT #	DATE
		PO	RV	OV		LOT #	¼ SEC	T	R		
 Darrell R. Lauer 4/20/2021 2:15:05 PM PDT	Darrell R. Lauer			X	6901 SW Frog Pond Ln, Wilsonville, OR 97070	500	12	3S	1W	323	04/20/2021
 Sandi L. Lauer 4/20/2021 1:54:58 PM PDT	Sandi L. Lauer			X	6901 SW Frog Pond Ln, Wilsonville, OR 97070	500	12	3S	1W	323	04/20/2021

* PO - Property Owner
 RV - Registered Voter
 OV - Property Owner & Registered Voter



Ordinance No. 857 Exhibit C
Annexation Findings

Frog Pond Vista 38-Lot Subdivision

City Council
Quasi-Judicial Public Hearing

Hearing Date: April 4, 2022
Date of Report: March 22, 2022

Application No.: DB21-0057 Annexation

Request/Summary: City Council approval of quasi-judicial annexation of approximately 12.95 acres concurrently with proposed development as a single-family subdivision consistent with the Frog Pond West Master Plan.

Location: 6901 SW Frog Pond Lane. The property is specifically known as TLID 500, and a portion of SW Frog Pond Lane right-of-way, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon

Owners/Petitioners: Darrell and Sandi Lauer

Applicant: Venture Properties, Inc. (Contact: Kelly Ritz)

Applicant's Rep.: AKS Engineering & Forestry, LLC (Contact: Mimi Doukas AICP)

Comprehensive Plan Designation: Residential Neighborhood

Zone Map Classification (Current): RRFF 5 (Rural Residential Farm Forest 5-Acre)

Zone Map Classification (Proposed Concurrent with Annexation): RN (Residential Neighborhood)

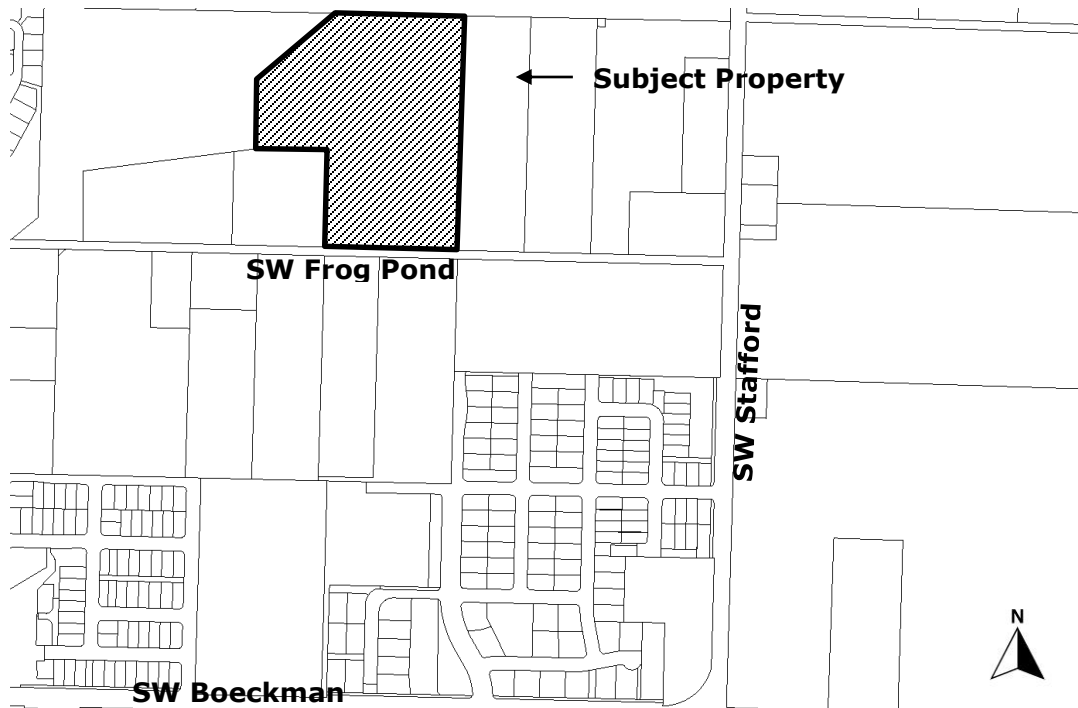
Staff Reviewer: Philip Bradford, Associate Planner

Staff/DRB Recommendation: Approve the requested annexation.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.700	Annexation
<u>Comprehensive Plan and Sub-elements:</u>	
Citizen Involvement	
Urban Growth Management	
Public Facilities and Services	
Land Use and Development	
Plan Map	
Area of Special Concern L	
Transportation Systems Plan	
Frog Pond West Master Plan	
<u>Regional and State Law and Planning Documents</u>	
Metro Code Chapter 3.09	Local Government Boundary Changes
ORS 222.111	Authority and Procedures for Annexation
ORS 222.125	Annexation by Consent of All Land Owners and Majority of Electors
ORS 222.170	Annexation by Consent Before Public Hearing or Order for Election
Statewide Planning Goals	

Vicinity Map



Background/Summary:

The subject area has long been rural/semi-rural adjacent to the growing City of Wilsonville. Metro added the 181-acre area now known as Frog Pond West to the Urban Growth Boundary (UGB) in 2002 to accommodate future residential growth. To guide development of the area and the urban reserve areas to the east and southeast, the City of Wilsonville adopted the Frog Pond Area Plan in November 2015. The Frog Pond Area Plan envisions that “The Frog Pond Area in 2035 is an integral part of the Wilsonville community, with attractive and connected neighborhoods. The community’s hallmarks are the variety of quality homes; open spaces for gathering; nearby services, shops and restaurants; excellent schools; and vibrant parks and trails. The Frog Pond Area is a convenient bike, walk, drive, or bus trip to all parts of Wilsonville.”

As a follow up to the Area Plan and in anticipation of forthcoming development, in July 2017 the City of Wilsonville adopted the Frog Pond West Master Plan for the area within the UGB.

The proposed subdivision is the sixth development proposal in Frog Pond West. The subdivision will connect to the previously approved Frog Pond Ridge subdivision, blending together as one cohesive neighborhood.

All property owners in the annexation area have consented in writing to the annexation. Two electors reside within the area proposed for annexation.

Conclusion and Conditions of Approval:

Staff recommends the City Council annex the subject property with the following condition:

Request: DB21-0057 Annexation

<p>PDA 1.</p>	<p><u>Prior to issuance of any Public Works permits by the City within the annexation area:</u> The developer shall be subject to a Development and Annexation Agreement with the City of Wilsonville as required by the Frog Pond West Master Plan. The developer shall enter into the Development and Annexation Agreement prior to issuance of any public works permits by the City within the annexation area.</p>
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Findings:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application Section 4.009

The owners of all property included in the application signed the application forms. Venture Properties, Inc. initiated the application with their approval.

Request: DB21-0036 Annexation

As described in the Findings below, the request meets the applicable criteria or will by Conditions of Approval.

Comprehensive Plan-Annexation and Boundary Changes

Consistent with Future Planned Public Services Implementation Measure 2.2.1.a.

- A1.** The Frog Pond West Master Plan establishes the future planned public services and funding plan for the subject property. The development of public services and funding will be consistent with the Frog Pond West Master Plan thus allowing the annexation to proceed. Venture Properties, Inc. and the City will enter into a Development and Annexation Agreement detailing provision and development of public services as required by Conditions of Approval.

Demonstrated Need for Immediate Urban Growth Implementation Measure 2.2.1.a.

- A2.** Metro brought the subject area into the Urban Growth Boundary (UGB) in 2002 to meet demonstrated regional housing needs. With adoption for the Frog Pond West Master Plan the subject area is now primed for development to help meet regional housing needs.

Adherence to State and Metro Annexation Laws and Standards Implementation Measure 2.2.1.e.

- A3.** This review applies all applicable Metro and State rules, regulations, and statutes as seen in findings below.

Orderly, Economic Provision of Public Facilities and Services
Implementation Measure 2.2.1.e. 1.

- A4. The Frog Pond Area Plan includes implementation measures to ensure the orderly and economic provision of public facilities and services for the Frog Pond Area, including Frog Pond West. The applicant proposes site development with concurrent applications for Stage I and Stage II Planned Unit Development and Land Division, which proposes the extension of public facilities and services to the Frog Pond Vista site. These proposed services are generally consistent with the Frog Pond Area Plan and Frog Pond West Master Plan, and the City's Finance Plan and Capital Improvements Plan.

Availability of Sufficient Land for Uses to Insure Choices over 3-5 Years
Implementation Measure 2.2.1.e. 2.

- A5. The inclusion of the Frog Pond area within the UGB and the adoption of the Frog Pond Area Plan demonstrate the need for residential development in the Frog Pond area. Annexation of the subject site will allow development of the uses envisioned by the adopted Frog Pond West Master Plan.

Wilsonville Development Code-Annexation

Authority to Review Quasi-Judicial Annexation Requests
Subsections 4.030 (.01) A, 11, 4.031 (.01) K, 4.033 (.01) F., and 4.700 (.02)

- A6. The review of the quasi-judicial annexation request by DRB and City Council is consistent with the authority established in the Development Code.

Procedure for Review, Etc.
Subsections 4.700 (.01). and (.04)

- A7. The submission materials from the applicant include an annexation petition signed by the necessary parties, a legal description and map of the land to be annexed, and a narrative describing conformance with applicable criteria. City Council, upon recommendation from the DRB, will declare the subject property annexed.

Adoption of Development Agreement with Annexation
Subsection 4.700 (.05)

- A8. Subject to requirements in this subsection and the Frog Pond West Master Plan, Conditions of Approval require the necessary parties enter into a Development and Annexation Agreement with the City covering the annexed land.

Metro Code

Local Government Boundary Changes Chapter 3.09

A9. The request is within the UGB, meets the definition of a minor boundary change, satisfies the requirements for boundary change petitions, and is consistent with both the Comprehensive Plan and the Frog Pond West Master Plan.

Oregon Revised Statutes (ORS)

Authority and Procedure for Annexation ORS 222.111

A10. The request meets the applicable requirements in State statute including the facts that the subject property is within the UGB and is contiguous to the City, the request has been initiated by the property owners of the land being annexed, and all property owners and a majority of electors within the annexed area consent in writing to the annexation.

Procedure Without Election by City Electors ORS 222.120

A11. The City charter does not require elections for annexation, the City is following a public hearing process defined in the Development Code, and the request meets the applicable requirements in State statute including the facts that all property owners and a majority of electors within the annexed area consent in writing to the annexation. Annexation of the subject property thus does not require an election.

Annexation by Consent of All Owners and Majority of Electors ORS 222.125

A12. All property owners and a majority of electors within the annexed area have provided their consent in writing. However, the City is following a public hearing process as prescribed in the City's Development Code concurrent with a Zone Map Amendment request and other quasi-judicial land use applications.

Oregon Statewide Planning Goals

Planning Goals – Generally Goals 1, 2, 5, 6, 8, 9, 11, 12, 13, 14

A13. The area proposed for annexation will be developed consistent with the City's Comprehensive Plan and the Frog Pond West Master Plan, both of which have been found to meet the Statewide Planning Goals.

Housing

Goal 10

A14. The proposed Comprehensive Plan map amendments will continue to allow the City to meet its housing goals and obligations reflected in the Comprehensive Plan. Specifically:

- The City has an existing Housing Needs Analysis and Buildable Lands Inventory adopted in 2014 collectively known as the Wilsonville Residential Land Study. The key conclusions of this study are that Wilsonville: (1) may not have a 20-year supply of residential land and (2) the City’s residential policies meet Statewide Planning Goal 10 requirements.
- Under the Metro forecast, Wilsonville is very close to having enough residential land to accommodate expected growth. Wilsonville could run out of residential land by 2032.
- If Wilsonville grows faster than the Metro forecast, based on historic City growth rates, the City will run out of residential land before 2030.
- Getting residential land ready for development is a complex process that involves decisions by Metro, City decision makers, landowners, the Wilsonville community, and others. The City has started the master planning process for Frog Pond East and South neighborhoods to ensure that additional residential land is available within the City. The City also adopted a new plan and development standards for more multi-family units in the Wilsonville Town Center. Finally, the City provides infill opportunities, allowing properties with existing development at more rural densities to be re-zoned for more housing, which this application falls under.
- Wilsonville is meeting Statewide Planning Goal 10 requirements to “provide the opportunity for at least 50 percent of new residential units to be attached single family housing or multiple family housing” and to “provide for an overall density of 8 or more dwelling units per net buildable acre.”
- Wilsonville uses a two-map system, with a Comprehensive Plan Map designating a density for all residential land and Zone Map with zoning to implement the Comprehensive Plan designation. Rezoning the subject property to a higher density zone consistent with the Comprehensive Plan will ensure related zone map amendment and development approvals support the Comprehensive Plan and Goal 10.
- The proposal increases density allowed and development capacity within the existing urban growth boundary and improving the capacity identified in the 2014 study. The type of housing is anticipated to be single-family; however, the approval will allow middle housing consistent with House Bill 2001 and newly implemented City code to allow middle housing types.

- The proposal directly impacts approximately 2.6% of the developable residential land identified in the 2014 Wilsonville Residential Land Study (approximately 12.8 of 477 acres).

**DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 400**

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF AN ANNEXATION OF APPROXIMATELY 12.9 ACRES AND ZONE MAP AMENDMENT FROM RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) TO RESIDENTIAL NEIGHBORHOOD (RN), AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I PRELIMINARY PLAN, STAGE II FINAL PLAN, SITE DESIGN REVIEW OF PARKS AND OPEN SPACE, TENTATIVE SUBDIVISION PLAT, TYPE C TREE PLAN, SROZ BOUNDARY VERIFICATION AND SRIR REVIEW FOR A 38-LOT RESIDENTIAL SUBDIVISION. THE SUBJECT SITE IS LOCATED AT 6901 SW FROG POND LANE ON TAX LOT 500, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. AKS ENGINEERING & FORESTRY, LLC – REPRESENTATIVE FOR VENTURE PROPERTIES, LLC – APPLICANT AND DARRELL AND SANDI LAUER – OWNERS.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the Planning Staff has prepared staff report on the above-captioned subject dated March 7, 2022, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a scheduled meeting conducted on March 14, 2022, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated March 7, 2022, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:

DB21-0057 through DB21-0063; SI21-0003 through 0004; Annexation, Zone Map Amendment, Stage I Preliminary Plan, Stage II Final Plan, Site Design Review of Parks and Open Space, Tentative Subdivision Plat, Class C Tree Plan, SROZ Boundary Verification, and SROZ Review.

ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 14th day of March, 2022 and filed with the Planning Administrative Assistant on March 15, 2022. This resolution is final on the 15th calendar day after the postmarked date of the

written notice of decision per *WC Sec 4.022(.09)* unless appealed per *WC Sec 4.022(.02)* or called up for review by the council in accordance with *WC Sec 4.022(.03)*.



Jean Svachienka, Chair – Panel A
Wilsonville Development Review Board

Attest:



Shelley White, Planning Administrative Assistant

ORDINANCE NO. 858

AN ORDINANCE OF THE CITY OF WILSONVILLE APPROVING A ZONE MAP AMENDMENT FROM THE CLACKAMAS COUNTY RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) ZONE TO THE RESIDENTIAL NEIGHBORHOOD (RN) ZONE ON APPROXIMATELY 12.80 ACRES TO THE NORTH OF SW FROG POND LANE; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOT 500, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. VENTURE PROPERTIES, INC., APPLICANT.

WHEREAS, certain real property within the Frog Pond West Master Plan is being annexed into the City; and

WHEREAS, the City of Wilsonville desires to have the properties zoned consistent with their Wilsonville Comprehensive Plan Map designation of “Residential Neighborhood” rather than maintain the current Clackamas County zoning designations; and

WHEREAS, concurrent with the adoption of the Frog Pond West Master Plan and designating the subject property as “Residential Neighborhood” in the Comprehensive Plan Map, the City added a new zoning district Residential Neighborhood (RN) intended for application to the Master Plan area; and

WHEREAS, the Zone Map Amendment is contingent on annexation of the property to the City of Wilsonville, which annexation has been petitioned for concurrently with the Zone Map Amendment request; and

WHEREAS, the City of Wilsonville Planning Staff analyzed the Zone Map Amendment request and prepared a staff report for the Development Review Board, finding that the application met the requirements for a Zone Map Amendment and recommending approval of the Zone Map Amendment, which staff report was presented to the Development Review Board on March 14, 2022; and

WHEREAS, the Development Review Board Panel 'A' held a duly advertised public hearing on the application for a Zone Map Amendment on March 14, 2022, and after taking public testimony and giving full consideration to the matter, adopted Resolution No. 400 which recommends City Council approval of the Zone Map Amendment request (Case File DB21-0058), adopts the staff report with findings and recommendation, all as placed on the record at the hearing; and

WHEREAS, on April 4, 2022, the Wilsonville City Council held a public hearing regarding the above described matter, wherein the City Council considered the full public record made before the Development Review Board, including the Development Review Board and City Council staff reports; took public testimony; and, upon deliberation, concluded that the proposed Zone Map Amendment meets the applicable approval criteria under the City of Wilsonville Development Code.

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

1. FINDINGS.

The City Council adopts, as findings and conclusions, the forgoing Recitals and the Zone Map Amendment Findings in Exhibit B, as if fully set forth herein.

2. DETERMINATION.

The official City of Wilsonville Zone Map is hereby amended, upon finalization of the annexation of the property to the City, by Zoning Order DB21-0058, attached hereto as Exhibit A, from the Clackamas County Rural Residential Farm Forest 5 (RRFF5) Zone to the Residential Neighborhood (RN) Zone.

3. EFFECTIVE DATE OF ORDINANCE.

This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED to the Wilsonville City Council and read the first time at a meeting thereof on the 4th day of April 2022, and scheduled the second reading on April 18th, 2022 commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 18th day of April 2022, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 18th day of April, 2022

JULIE FITZGERALD, MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Zoning Order DB21-0058 Including Legal Description and Sketch Depicting Zone Map Amendment
- B. Zone Map Amendment Findings
- C. Development Review Board Panel A Resolution No. 400 Recommending Approval of Zone Map Amendment

**BEFORE THE CITY COUNCIL OF
THE CITY OF WILSONVILLE,
OREGON**

In the Matter of the Application of)
Venture Properties, Inc.)
for a Rezoning of Land and Amendment) **ZONING ORDER DB21-0058**
of the City of Wilsonville Zoning Map)
Incorporated in Section 4.102 of the)
Wilsonville Code.)

The above-entitled matter is before the Council to consider the application of DB21-0058, for a Zone Map Amendment and an Order, amending the official Zoning Map as incorporated in Section 4.102 of the Wilsonville Code.

The Council finds that the subject property (“Property”), legally described and shown on the attached legal description and sketch, has heretofore appeared on the Clackamas County zoning map Rural Residential Farm Forest 5 (RRFF5).

The Council having heard and considered all matters relevant to the application for a Zone Map Amendment, including the Development Review Board record and recommendation, finds that the application should be approved.

THEREFORE IT IS HEREBY ORDERED that The Property, consisting of approximately 12.80 acres to the north of SW Frog Pond Lane comprising Tax Lot 500, of Section 12D, as more particularly shown and described in the attached legal description and sketch, is hereby rezoned to Residential Neighborhood (RN), subject to conditions detailed in this Order’s adopting Ordinance. The foregoing rezoning is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.102 WC) and shall appear as such from and after entry of this Order.

Dated: This 18th day of April,
2022.

JULIE FITZGERALD, MAYOR

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney

ATTEST:

Kimberly Veliz, City Recorder

Attachment: Legal Description and Sketch Depicting Land/Territory to be Rezoned



AKS ENGINEERING & FORESTRY, LLC
 12965 SW Herman Road, Suite 100, Tualatin, OR 97062
 P: (503) 563-6151 | www.aks-eng.com

AKS Job #7530

OFFICES IN: BEND, OR - KEIZER, OR - TUALATIN, OR - VANCOUVER, WA

EXHIBIT A

Zone Change Description

A tract of land located in the Southeast One-Quarter of Section 12, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the southeast corner of Parcel II of Partition Plat 1991-043, Clackamas County Plat Records, also being on the west right-of-way line of Stafford Road (30.00 feet from centerline); thence along the south line of said Parcel II, North 88°48'53" West 1015.40 feet to the northwest corner of Document Number 2018-044491, Clackamas County Deed Records, and the Point of Beginning; thence along the west line of said deed, South 01°40'07" West 895.84 feet to the north right-of-way line of Frogpond Lane (16.50 feet from centerline) and the City of Wilsonville city limits line; thence along said north right-of-way line and said city limits line, North 88°35'24" West 298.01 feet to the northerly extension of the east line of Document Number 99-022102, Clackamas County Deed Records; thence leaving said city limits line along said north right-of-way line, North 88°35'24" West 210.00 feet to the southeast corner of Document Number 2001-040160, Clackamas County Deed Records; thence along the east line of said deed, North 01°42'33" East 370.06 feet to the northeast corner thereof; thence along the north line of said deed, North 88°35'24" West 273.93 feet to the easterly line of Document Number 2020-036921, Clackamas County Deed Records; thence along said easterly line the following four (4) courses: North 01°50'36" East 262.98 feet; North 51°04'13" East 283.61 feet; North 57°44'58" East 85.72 feet; North 01°11'07" East 29.64 feet to the south line of said Parcel II; thence along said south line, South 88°48'53" East 494.66 feet to the Point of Beginning.

The above described tract of land contains 12.80 acres, more or less.

Bearings for this description are based on State Plane Grid bearing, Oregon State Plane, North Zone 3601, NAD83(2011) Epoch: 2010.0000. Distances shown are International Foot ground values.

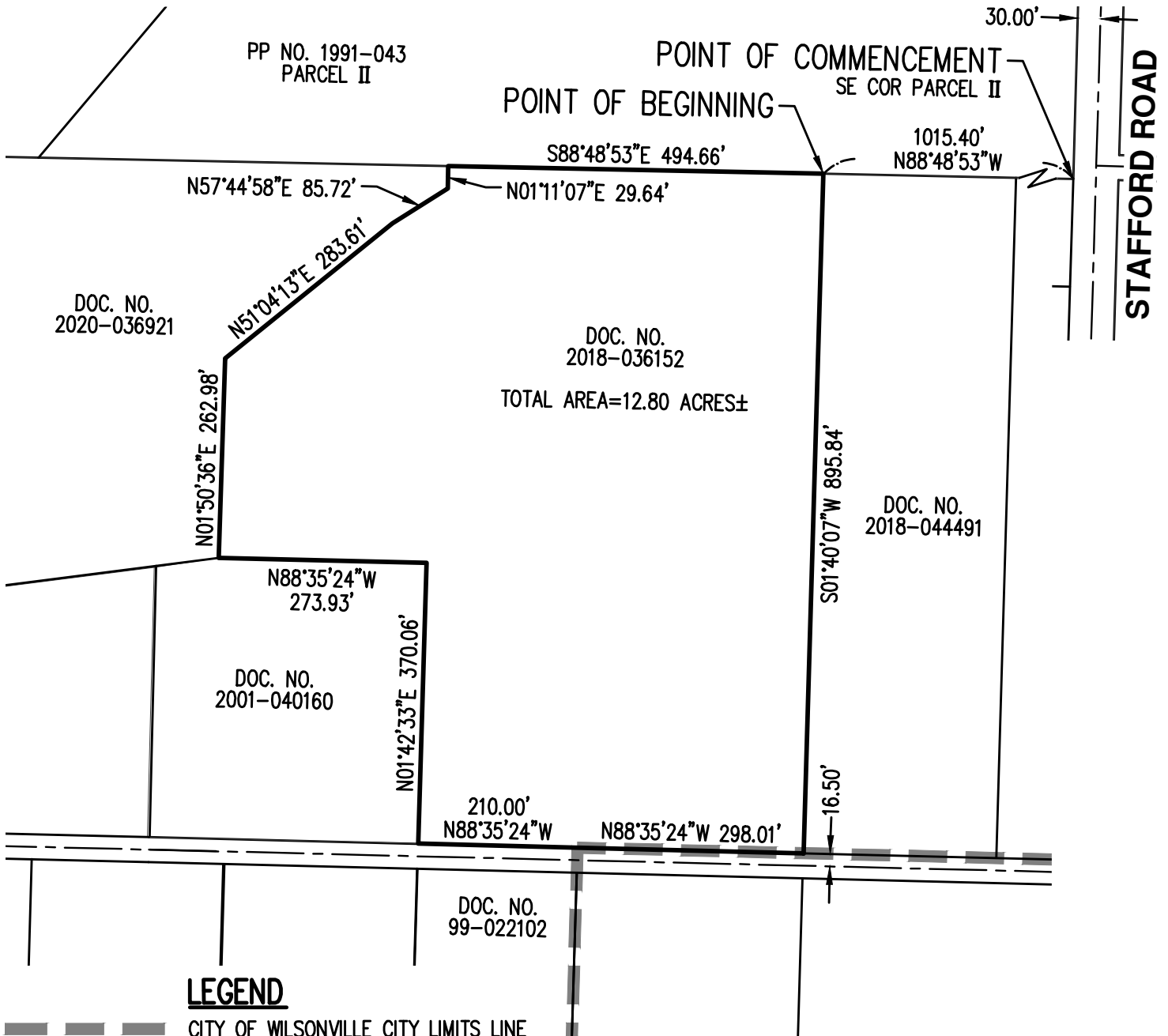
12/8/2021



RENEWS: 12/31/22

EXHIBIT B

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 12,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, OREGON

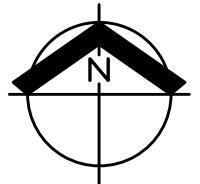


12/8/2021

PREPARED FOR

VENTURE PROPERTIES, INC.
4230 SW GALEWOOD STREET, SUITE 100
LAKE OSWEGO, OR 97035

SCALE: 1" = 200 FEET



REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Signature]

OREGON
JANUARY 11, 2005
ROBERT D. RETTIG
60124LS

RENEWS: 12/31/22

ZONE CHANGE MAP		EXHIBIT B
AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 503.563.6151 WWW.AKS-ENG.COM		DRWN: WCB CHKD: RDR AKS 151





Ordinance No. 858 Exhibit B
Zone Map Amendment Findings

Frog Pond Vista 38-Lot Subdivision

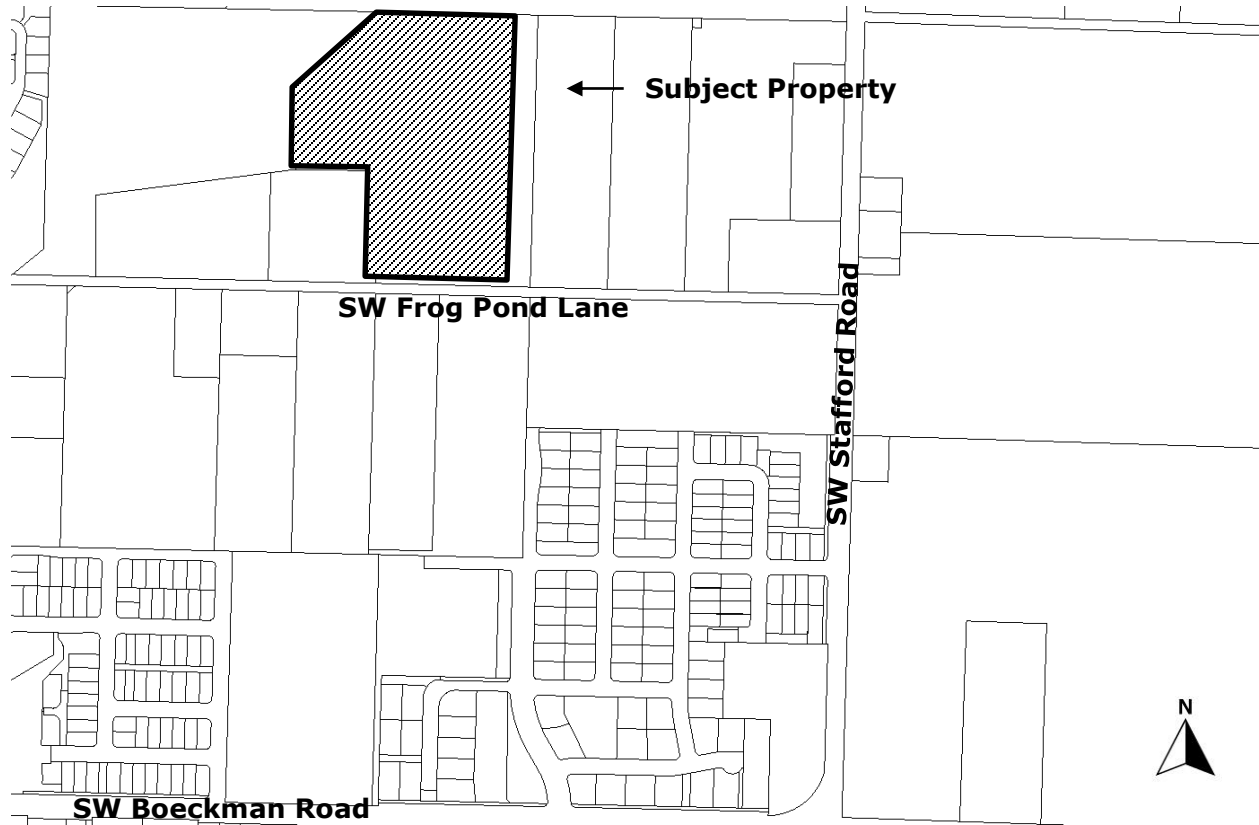
City Council
Quasi-Judicial Public Hearing

Hearing Date:	April 4, 2022
Date of Report:	March 22, 2022
Application No.:	DB21-0058 Zone Map Amendment
Request:	The request before the City Council is a Zone Map Amendment for approximately 12.80 acres.
Location:	6901 SW Frog Pond Lane. The property is specifically known as TLID 500, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon.
Owners:	Darrell and Sandi Lauer
Applicant:	Venture Properties, Inc. (Contact: Kelly Ritz)
Applicant's Rep.:	AKS Engineering & Forestry, LLC. (Contact: Mimi Doukas, AICP, RLA)
Comprehensive Plan Designation:	Residential Neighborhood
Zone Map Classification (Current):	RRFF 5 (Rural Residential Farm Forest 5-Acre)
Zone Map Classification (Proposed):	RN (Residential Neighborhood)
Staff Reviewers:	Philip Bradford, Associate Planner
Staff/DRB Recommendation:	<u>Adopt</u> the requested Zone Map Amendment.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.110	Zones
Section 4.127	Residential Neighborhood (RN) Zone
Section 4.197	Zone Changes
<u>Comprehensive Plan and Sub-elements:</u>	
Citizen Involvement	
Urban Growth Management	
Public Facilities and Services	
Land Use and Development	
Plan Map	
Area of Special Concern L	
Transportation Systems Plan	
Frog Pond West Master Plan	
<u>Regional and State Law and Planning Documents</u>	
Statewide Planning Goals	

Vicinity Map



Summary:

Zone Map Amendment (DB21-0058)

Concurrent with the adoption of the Frog Pond West Master Plan, the City added a new zoning district, Residential Neighborhood (RN), intended for application to the Master Plan area. The applicant proposes applying the RN Zone to the subject property consistent with this intention.

Conclusion and Conditions of Approval:

Staff and the Development Review Board recommend approval with the following condition:

Request: DB21-0058 Zone Map Amendment

This action is contingent upon annexation of the subject properties to the City of Wilsonville (DB21-0057).

Findings:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General

Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application

Section 4.009

The owners of all property included in the application signed the application forms. Venture Properties, Inc. initiated the application with their approval.

Request: DB21-0058 Zone Map Amendment

As described in the Findings below, the request meets the applicable criteria or will by Conditions of Approval.

Comprehensive Plan

“Residential Neighborhood” on Comprehensive Plan Map, Purpose of “Residential Neighborhood” Designation

Policy 4.1.7.a.

B1. The subject area has a Comprehensive Plan Map Designation of “Residential Neighborhood”. The designation enables development of the site consistent with the purpose of this designation as set forth in the legislatively adopted Frog Pond West Master Plan, resulting in an attractive, cohesive and connected residential neighborhood with high quality architecture and community design, transportation choices, and preserved and enhanced natural resources.

“Residential Neighborhood” Zone Applied Consistent with Comprehensive Plan Implementation Measure 4.1.7.c.

B2. The applicant requests the subject area receive the zoning designation of Residential Neighborhood (RN) as required for areas with the Comprehensive Plan Map Designation of “Residential Neighborhood”.

Safe, Convenient, Healthful, and Attractive Places to Live

Implementation Measure 4.1.4.c.

B3. The proposed RN zoning allows the use of planned developments consistent with the legislatively adopted Frog Pond West Master Plan, enabling development of safe, convenient, healthful, and attractive places to live.

Residential Density

Implementation Measure 4.1.4.u.

B4. The subject area will be zoned RN allowing application of the adopted residential densities of the Frog Pond West Master Plan. The sub-districts established in the Frog Pond West Master Plan govern the allowed residential densities. See also Request C, Stage I Preliminary Plan.

Development Code

Zoning Consistent with Comprehensive Plan

Section 4.029

B5. The applicant requests a zone change concurrently with a Stage I Preliminary Plan, Stage II Final Plan, and other related development approvals. The proposed zoning designation of RN is consistent with the Comprehensive Plan “Residential Neighborhood” designation. See also Finding B2 above.

Base Zones

Subsection 4.110 (.01)

B6. The requested zoning designation of RN is among the base zones identified in this subsection.

Residential Neighborhood (RN) Zone

Purpose of the Residential Neighborhood (RN) Zone

Subsection 4.127 (.01)

B7. The request to apply the RN Zone on lands designated “Residential Neighborhood” on the Comprehensive Plan Map enables a planned development process implementing the “Residential Neighborhood” policies and implementation measures of the Comprehensive Plan and the Frog Pond West Master Plan.

Permitted Uses in the Residential Neighborhood (RN) Zone

Subsection 4.127 (.02)

B8. Concurrent with the zone map amendment request the applicant requests approval of a thirty eight (38)-lot residential subdivision. Single-family dwelling units, Duplex, Triplex, Quadplex, Cluster Housing, Cohousing, Cluster Housing (Frog Pond West Master Plan), open space, and public and private parks are among the permitted uses in the RN Zone.

Residential Neighborhood (RN) Zone Sub-districts and Residential Density

Subsection 4.127 (.05) and (.06)

B9. The proposed uses, number of lots, preservation of open space, and general block and street layout are generally consistent with the Frog Pond West Master Plan. Specifically in regards to residential land use lot count, the proposed Stage I area includes all of medium lot Sub-district 9 and a portion of large lot Sub-district 8. The following table summarizes how the proposed residential lots in each Sub-district are consistent with the Master Plan recommendations. The configuration of lots as proposed will allow for buildout of these sub-districts consistent with the Master Plan recommendations.

Subdistrict and Land Use Designation	Gross Site Area (ac)	Percent of Sub-district	Established lot range for Sub-district	Lot Range for Site	Proposed Lots	Total lots within Sub-district - Approved and Proposed
8 – R-7	9.2	47%	43-53	20-25	25	0 Approved 25 Proposed 25 Total
9 – R-10	2.6	100%	10-13	10-13	13	0 Approved 13 Proposed 13 Total
Total	11.8			30-38	38	

DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 400

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF AN ANNEXATION OF APPROXIMATELY 12.9 ACRES AND ZONE MAP AMENDMENT FROM RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) TO RESIDENTIAL NEIGHBORHOOD (RN), AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I PRELIMINARY PLAN, STAGE II FINAL PLAN, SITE DESIGN REVIEW OF PARKS AND OPEN SPACE, TENTATIVE SUBDIVISION PLAT, TYPE C TREE PLAN, SROZ BOUNDARY VERIFICATION AND SRIR REVIEW FOR A 38-LOT RESIDENTIAL SUBDIVISION. THE SUBJECT SITE IS LOCATED AT 6901 SW FROG POND LANE ON TAX LOT 500, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. AKS ENGINEERING & FORESTRY, LLC – REPRESENTATIVE FOR VENTURE PROPERTIES, LLC – APPLICANT AND DARRELL AND SANDI LAUER – OWNERS.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the Planning Staff has prepared staff report on the above-captioned subject dated March 7, 2022, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a scheduled meeting conducted on March 14, 2022, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated March 7, 2022, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:

DB21-0057 through DB21-0063; SI21-0003 through 0004; Annexation, Zone Map Amendment, Stage I Preliminary Plan, Stage II Final Plan, Site Design Review of Parks and Open Space, Tentative Subdivision Plat, Class C Tree Plan, SROZ Boundary Verification, and SROZ Review.

ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 14th day of March, 2022 and filed with the Planning Administrative Assistant on March 15, 2022. This resolution is final on the 15th calendar day after the postmarked date of the

written notice of decision per *WC Sec 4.022(.09)* unless appealed per *WC Sec 4.022(.02)* or called up for review by the council in accordance with *WC Sec 4.022(.03)*.



Jean Svachienka, Chair – Panel A
Wilsonville Development Review Board

Attest:



Shelley White, Planning Administrative Assistant

CITY OF WILSONVILLE 2022 ARBOR DAY PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, in Oregon, Arbor Month is celebrated throughout the month of April, and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, Wilsonville has been recognized as a Tree City USA by the National Arbor Day Foundation for 24 consecutive years and desires to continue its tree-planting and maintenance practices.

NOW, THEREFORE, I, Julie Fitzgerald, Mayor of the City of Wilsonville, urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I encourage all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 4th day of April 2022

Julie Fitzgerald, Mayor