



AMENDED CITY COUNCIL MEETING AGENDA

March 21, 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.

EXECUTIVE SESSION [5:00 PM]

ORS 192.660(2)(a) Employment of Public Officers, Employees and Agents

ORS 192.660(2)(e) Real Property Transactions

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

ADJOURN [6:00 PM]

Break to switch Zoom accounts [10 min.]

REVIEW OF AGENDA AND ITEMS ON CONSENT [6:10 PM]

COUNCILORS' CONCERNS [6:15 PM]

PRE-COUNCIL WORK SESSION [6:20 PM]

ADJOURN [6:45 PM]

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, March 21, 2022 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on March 8, 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. State of the City
5. City Attorney Recruitment
6. Arts, Culture, and Heritage Commission Liaison
7. [Upcoming Meetings](#)

COMMUNICATIONS [7:25 PM]

8. Emergency Preparedness Campaign Update (*Kerber*)
9. [Oregon Tech Presentation by Dr. Nagi Naganathan, President, Oregon Institute of Technology \(OIT\) \(Ottenad\)](#)
10. [Willamette Falls and Landings Heritage Area Coalition \(Britta Mansfield\)](#)

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.*

11. Speaker Cards & Sign In Sheet

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

12. Council President Akervall
13. Councilor Lehan

14. Councilor West

15. Councilor Linville

CONSENT AGENDA [8:25 PM]

16. [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 \(Capital Improvement Project # 8113\). \(Montalvo\)](#)

17. [Resolution No. 2966](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager Or His Designee To Appoint Audit Firm \(Katko\)](#)

18. [Minutes of the March 7, 2022 City Council Meeting. \(Veliz\)](#)

NEW BUSINESS [8:30 PM]

CONTINUING BUSINESS [8:30 PM]

PUBLIC HEARING [8:30 PM]

CITY MANAGER'S BUSINESS [8:30 PM]

LEGAL BUSINESS [8:35 PM]

ADJOURN [8:40 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.

CITY COUNCIL ROLLING SCHEDULE**Board and Commission Meetings****Items known as of 03/02/22**

Item 7.

March

Date	Day	Time	Event	Location
3/23	Thursday	6:30 p.m.	Library Board Meeting	Library
3/28	Monday	6:30 p.m.	DRB Panel B	Council Chambers
3/29	Tuesday	6:00 p.m.	Wilsonville-Metro Community Enhancement Committee	Virtual
3/29	Wednesday	6:00 p.m.	Wilsonville-Metro Community Enhancement Committee	Virtual

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
4/5	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:

- 3/21-3/25** Mad Science – Brixology 9:00 a.m. – 12:00 p.m. at the Tauchman House
3/21-3/25 Mad Science – Creative Contraptions 1:00 p.m. – 4:00 p.m. at the Tauchman House
3/22 Quilters from 9:00 a.m. – 11:45 a.m. at the Tauchman House
3/22 Watercolor: Through Artist Eyes from 10:10 a.m. - 12:10 p.m. at the Community Center
3/23 Tai Chi Chih Basics from 10:55 a.m. - 11:55 a.m. at the Community Center
3/23 Pinochle/Cribbage from 1:00 p.m. – 4:00 p.m. at the Community Center
3/24 Ukulele Jam from 9:00 a.m. - 11:00 a.m. at the Parks & Rec. Admin Bldg.
3/24 Bridge for Beginners from 10:00 a.m. - 11:30 a.m. at the Community Center
3/25 Bridge Group 1:00 p.m. - 4:00 a.m. at the Community Center
3/26 Soccer Shots from 9:00 a.m. – 12:10 p.m. at Memorial Park
4/2 Soccer Shots from 9:00 a.m. – 12:10 p.m. at Memorial Park
4/5 Estate Planning 101 Webinar with Rose Elder Law at 10:00 a.m. online
4/5 Oil Painting from 5:30 P.m. - 9:00 p.m. at the Parks and Recreation Administration Building
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
4/16 Community Egg Hunt 10:00 a.m. at Memorial Park
4/16 Oil Painting from 10:00 a.m. - 2:00 p.m. at the Parks and Recreation Administration Building
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

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

Oregon's Polytechnic University

Oregon **TECH**

Oregon Institute of Technology

HIGH RANKINGS MARK OUR PROFILE

PayScale

#1 Public University in Oregon for Return on Investment

Top 100 in Nation for Best Return on Investment



U.S. News and World Report

#10 Western Regional Colleges

#62 Best Undergraduate Engineering Programs in the Nation

*2022 U.S. News and World Report "Best Colleges" rankings

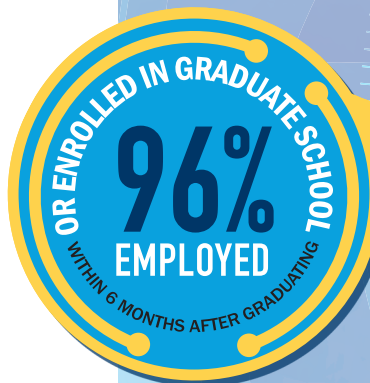


SmartAsset
Best Value College in Oregon

Georgetown University Center on Education and the Workforce

Top Return in Oregon

Oregon Tech alumni are the highest earning graduates of any four-year Oregon university



www.oit.edu/kudos

Oregon's Polytechnic University

Oregon **TECH**
Oregon Institute of Technology

TOP EMPLOYERS OF OUR GRADS*

BOEING / 334

INTEL CORPORATION / 273

PROVIDENCE HEALTH & SERVICES / 97

SKY LAKES MEDICAL CENTER / 79

KAISER PERMANENTE / 69

JELD-WEN, INC. / 67

OREGON HEALTH AND SCIENCE UNIVERSITY / 66

NIKE / 61

LEGACY HEALTH / 57

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PEACEHEALTH / 45

OREGON DEPARTMENT OF TRANSPORTATION / 43

MICROSOFT / 40

AMAZON / 39



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Klamath Falls Campus
3201 Campus Dr.
Klamath Falls, OR 97601

Portland-Metro Campus
27500 SW Parkway Ave.
Wilsonville, OR 97070

Toll Free: 800-422-2017
Admissions Office: 541-885-1151
Admissions Email: oit@oit.edu

*Current as of Fall 2021

Oregon Tech Together



FIVE-YEAR STRATEGIC PLAN 2021-2026



ADVANCING OREGON TECH TOGETHER



Oregon Tech Together, our university's five-year strategic plan for 2021-2026, represents a transparent and collaborative effort across the university and our larger community. Importantly, the title of the plan itself came from our students, an expression of their dedicated engagement with pride in Oregon Tech.

As co-chairs of the Strategic Planning Steering Committee, Dr. Tom Keyser, Dean of the College of Engineering, Technology and Management, and I extend our gratitude to the dedicated Committee members. They brought active engagement to every stage of the plan's development—from surveys, focus groups and forums with their peers, to passionate discussions—that defined Oregon Tech's guiding values, pillars of excellence, goals, and measurable outcomes.

Oregon Tech Together is about world-class polytechnic university education for the future, establishing seamless industry-university partnerships, and about Oregon Tech's important role in not only meeting the talent needs of industry but also in nurturing the leaders of tomorrow. As 'industry's university,' our graduates will continue to bring the latest knowledge and years of innovation-focused professional practice and leadership to organizations across the region and beyond, from community-based nonprofits to multinational corporations.

Strong talent and visionary leadership make for strong organizations, make for a strong industry sector, and make for a strong economy. Oregon Tech, through this plan, will play a key role in moving our state forward through today's intense challenges and the unknowns of tomorrow. Together, our next steps will be to take the plan and operationalize it through each of the academic and administrative areas at Oregon Tech, in partnership with all constituents. The plan is a cohesive, strategic roadmap that will guide our future success and progress.

Thank you in advance for your continued engagement in helping Oregon Tech advance our vision, and for being a steward of our public higher education innovative mission and the students who we collectively serve. We are, Oregon Tech Together!

A handwritten signature in blue ink that reads "Nagi G. Naganathan" with a stylized flourish at the end.

Nagi G. Naganathan, Ph.D., ASME Fellow
President

June 2020

WE ARE OREGON TECH TOGETHER



OREGON TECH MISSION

Oregon Institute of Technology (“Oregon Tech”), Oregon’s public polytechnic university, offers innovative, professionally-focused undergraduate and graduate degree programs in the areas of engineering, health, business, technology, and applied arts and sciences. To foster student and graduate success, the university provides a hands-on, project-based learning environment and emphasizes innovation, scholarship and applied research. With a commitment to diversity and leadership development, Oregon Tech offers statewide educational opportunities and technical expertise to meet current and emerging needs of Oregonians as well as other national and international constituents.

OREGON TECH VISION

Oregon Tech will be a student-centered, world-class polytechnic university that inspires students to become tomorrow’s leaders.

OREGON TECH VALUES

WE ARE GUIDED BY:

- Student Success:** Prioritizing student and graduate success in every decision or action at every level of the university.
- Integrity:** Adhering to the highest standards of ethical principles.
- Respect:** Demonstrating high regard for one another in interactions and treating others with dignity.
- Diversity, Equity, Inclusion:** Welcoming and empowering individuals of differing backgrounds, identities, and life experiences.
- Service:** Contributing to the well-being of our university and external communities.
- Accountability:** Taking responsibility for our actions and demonstrating leadership.
- Excellence:** Embracing and celebrating the highest quality standards in teaching, research, and innovation.
- Confidence:** Exhibiting pride and conviction in our university, our talent, and our contributions to those around us.



UNIVERSITY PILLARS

Four pillars support the foundation of the university’s strategic goals, objectives and actions.



PILLAR I:
COMMITMENT TO STUDENT SUCCESS

Oregon Tech enhances the quality and diversity of the student experience by increasing access to and support for high quality, student-centered education, resulting in student and graduate success.



PILLAR II:
COMMITMENT TO INNOVATION

Oregon Tech is entrepreneurial and on the leading edge of student engagement, innovative teaching, and collaborative research.



PILLAR III:
COMMITMENT TO COMMUNITY

Oregon Tech is an active member of the communities that it serves. Students, faculty, and staff are encouraged to contribute to their physical, professional, scholarly, and social communities via leadership and active participation through their academic and professional expertise.



PILLAR IV:
COMMITMENT TO INSTITUTIONAL EXCELLENCE

Oregon Tech fosters a culture of scholarship, leadership, engagement, and institutional pride. A focus on shared vision, inclusion, and collaboration motivates members of the Oregon Tech community to achieve and celebrate excellence.

NURTURE AND INSPIRE STUDENT SUCCESS





PILLAR I: **COMMITMENT TO STUDENT SUCCESS**

Oregon Tech enhances the quality and diversity of the student experience by increasing access to and support for high quality, student-centered education, resulting in student and graduate success.

MEASURABLE OUTCOMES:

- I.a) Student engagement measured through the National Survey of Student Engagement (NSSE).
- I.b) Increase student retention rates (1st to 2nd year and beyond) and 6-year graduation rates.
- I.c) Number of student internships/Co-op experiences/undergraduate research experiences and number of employers and their geographic footprint.
- I.d) Strategic student enrollment growth plans with attention to diversity, demographics, and robustness.
- I.e) Number of notable academic outcomes measured through students pursuing prestigious fellowships and graduates chosen as candidates for corporate and graduate leadership programs.

GOAL 1: NURTURE AND INSPIRE STUDENT SUCCESS

Objectives

- 1.1 Increase support for and awareness of academic and student services for student success and well-rounded student development.
- 1.2 Provide students with holistic advising and streamlined, innovative pathways to timely course and degree completion.
- 1.3 Implement collaborative university-wide retention strategies.
- 1.4 Create learner-focused environments that are welcoming, respectful, inclusive, and offer a sense of belonging to students.

GOAL 2: ENSURE DEGREE-SEEKING STUDENTS WHO GRADUATE ARE READY FOR SUCCESS

Objectives

- 2.1 Develop a university-wide culture of career advising and professional mentorship for students.
- 2.2 Create a framework to equip students with professional and life skills.
- 2.3 Instill cultural competency to prepare students for a diverse workplace and world.

GOAL 3: INCREASE THE NUMBER OF STUDENTS RECRUITED, RETAINED, AND GRADUATED

Objectives

- 3.1 Expand collaborations with community colleges, high schools, and industry partners.
- 3.2 Increase co-curricular opportunities as part of a comprehensive recruitment, retention, and graduation strategy.
- 3.3 Develop location- and program-specific enrollment management strategies and targets.
- 3.4 Implement targeted enrollment management strategies for underrepresented students including outreach and partnerships with diverse high schools and communities.

SEEDING AN INNOVATIVE MINDSET





PILLAR II: **COMMITMENT TO INNOVATION**

Oregon Tech is entrepreneurial and on the leading edge of student engagement, innovative teaching, and collaborative research.

MEASURABLE OUTCOMES:

- II.a) Recognitions for faculty, students, and staff for innovative instructional pedagogies and scholarship initiatives at the state and national levels.
- II.b) New undergraduate and graduate programs that are unique and distinctive aligned with our mission.
- II.c) Students, faculty, and staff engaged in applied innovation initiatives.
- II.d) Industry-sponsored capstone design and research projects and undergraduate and graduate research projects.
- II.e) Number of externally sponsored grants and contracts in support of education and applied research.
- II.f) Makerspace and innovation centers for students, faculty, and staff to engage in entrepreneurial initiatives.

GOAL 4: INCORPORATE AN INNOVATIVE MINDSET INTO TEACHING, LEARNING, APPLIED RESEARCH, SCHOLARSHIP, FACILITIES, AND PROCESSES

Objectives

- 4.1 Implement innovative, high impact practices including experiential learning and undergraduate research to support students' academic success.
- 4.2 Create both physical and intellectual space for discovery, engagement, and creative activities among students, faculty, staff, and alumni.
- 4.3 Design an innovative framework for students, faculty, and staff to transform abstract ideas into concrete accomplishments.
- 4.4 Increase opportunities and support for professional development of faculty and staff to advance skill sets in their respective fields.

GOAL 5: TRANSFORM THE CONCEPT OF 'INDUSTRY'S UNIVERSITY' FROM IDEA TO REALITY

Objectives

- 5.1 Leverage collaboration with industry, government agencies, and other polytechnic partners to sustain leading edge technology in the classroom and laboratory.
- 5.2 Increase employment opportunities for graduates and provide professional development opportunities for faculty and staff across a broad range of industry sectors.

OUR PEOPLE ARE OUR STRENGTH





PILLAR III: **COMMITMENT TO COMMUNITY**

Oregon Tech is an active member of the communities that it serves. Students, faculty, and staff are encouraged to contribute to their physical, professional, scholarly, and social communities via leadership and active participation through their academic and professional expertise.

MEASURABLE OUTCOMES:

- III.a) Expand inclusive and university-based trainings and professional development for a stronger and more cohesive university community.
- III.b) A constituent-based program review process across the university coupled with continuation of an integrated assessment culture.
- III.c) Service Recognition model to recognize contributions by faculty and staff beyond the campus boundaries defining Oregon Tech as a truly engaged university.
- III.d) Oregon Tech alumni engagement strategy coupled with simultaneous engagement of their employers.
- III.e) Expanded capital campaign.
- III.f) Launch of donor clubs and societies.
- III.g) A national visiting board at each of the colleges and at the university level to expand the opportunities for our faculty, students, and staff.

GOAL 6: FORGE AN INCLUSIVE, COHESIVE UNIVERSITY COMMUNITY: OUR PEOPLE ARE OUR STRENGTH

Objectives

- 6.1 Be transparent, inclusive, and data-driven in our decision-making.
- 6.2 Support the well-being and development of all members of the university community.
- 6.3 Promote inclusiveness and collegiality through open engagement, mutual respect, and acceptance of diverse perspectives.
- 6.4 Incorporate a cohesive sense of purpose and pride across all locations and programs of the university.

GOAL 7: ESTABLISH A VALUED PRESENCE LOCALLY, STATEWIDE, AND NATIONALLY

Objectives

- 7.1 Intentionally cultivate and strengthen university community ties with local, state, tribal, and federal stakeholders for the betterment of Oregonians and Oregon Tech.
- 7.2 Continue our commitment to sustainability and renewable energy through innovative programs, research, and university action.
- 7.3 Increase the range of educational and service partnerships for students, faculty, staff, and alumni, particularly for underrepresented student groups.
- 7.4 Support, recognize, and celebrate the community and professional leadership service of students, faculty, staff, and alumni.
- 7.5 Engage community and other university constituents to be leaders in Oregon Tech's strategic initiatives and community outreach.

GOAL 8: FOSTER A UNIVERSITY-WIDE CULTURE OF PHILANTHROPY

Objectives

- 8.1 Increase philanthropy among constituents and increase endowment funding.
- 8.2 Develop a targeted giving strategy to acquire and maintain leading-edge advanced equipment for teaching, training, and applied research opportunities.
- 8.3 Build a robust pipeline of donors invested in Oregon Tech's future based on clear priorities and a compelling case for support.

WHERE ALL FEEL A SENSE OF BELONGING





PILLAR IV: **COMMITMENT TO INSTITUTIONAL EXCELLENCE**

Oregon Tech fosters a culture of scholarship, leadership, engagement, and institutional pride. A focus on shared vision, inclusion, and collaboration motivates members of the Oregon Tech community to achieve and celebrate excellence.

MEASURABLE OUTCOMES:

- IV.a) Continue promoting diversity, equity, and inclusion across students, faculty, and staff.
- IV.b) University-wide branding methodology and approach to create a distinctive image of our designation as Oregon's Polytechnic University.
- IV.c) A facility master plan that is reflective of the objectives of the strategic plan and promoting university pride.
- IV.d) Awards to faculty, staff, and students for going above and beyond to promote and advance the University.

GOAL 9: CHAMPION DIVERSITY, EQUITY, INCLUSION, AND ACCESS AMONG STUDENTS, FACULTY, AND STAFF

Objectives

- 9.1 Foster and sustain a welcoming environment where all feel supported and experience a sense of belonging; where differing perspectives, participation, and contributions are valued.
- 9.2 Implement employment recruitment practices to attract a diverse range of qualified candidates, including people from underrepresented communities and identities.
- 9.3 Continue equal access to programs, facilities, and activities.
- 9.4 Ensure meaningful evaluation of inclusive and culturally competent teaching.
- 9.5 Use assessment tools for diversity, equity, inclusion, and access university-wide, enabling an evidence-based approach in decision-making.

GOAL 10: CREATE A DISTINCTIVE EDGE FOR OREGON TECH AND EMBRACE A CULTURE OF EXCELLENCE AND CONTINUOUS IMPROVEMENT

Objectives

- 10.1 Develop processes for rigorous review and assessment of academic programs for relevance, quality, and timely response to strategic market opportunities.
- 10.2 Secure consistent and significant investment in systems, technology, and teaching facilities to advance program excellence and student success.
- 10.3 Invest in development opportunities focused on learning strategies, teaching techniques, specialized credentials, curriculum design, and student-centered service.
- 10.4 Support student, faculty, and staff discovery in basic and applied research; and promote the dissemination of the results.
- 10.5 Ensure opportunities and support for professional development of faculty and staff to advance skillsets in their respective fields.
- 10.6 Provide support for service units to excel in efficiency and create streamlined processes.

GOAL 11: BUILD A COMPELLING PRESENCE IN OREGON, THE PACIFIC NORTHWEST, AND BEYOND

Objectives

- 11.1 Practice unified branding and marketing strategies for state, regional, national and international visibility, and name recognition.
- 11.2 Support outreach and research efforts to build more partnerships with local, state, federal, tribal, industry, and nonprofit organizations and agencies.
- 11.3 Assess and promote the role of athletics and enhance how team sports support Oregon Tech and its brand.
- 11.4 Grow a vast alumni network poised to advocate, contribute, and participate in efforts to promote and advance Oregon Tech.

GLOSSARY

Academic: Areas relating to education and scholarship through faculty, students, and programs of study of the university.

Board of Trustees: The Oregon Tech Board of Trustees is the governing body of the university, with its voting members nominated by the Governor of Oregon and approved by the Senate of the State of Oregon. The Board has broad authority to manage and govern the University including the approval of the University's mission, programs, budgets, and strategies.

Co-Curricular: A complement to the formal curriculum that typically does not count for credit or toward graduation. Examples: *First-Year Experiences, Common Intellectual Experiences, Learning Communities, Undergraduate Research, Diversity/Global Learning, ePortfolios, Service Learning, Community-Based Learning, Internships.*

Constituents: The people, organizations and industries that support Oregon Tech and enhance educational experiences for our students.

Diversity: A full, representative range of perspectives, backgrounds, and differences.

Equity: Working to ensure all people have successful outcomes, no matter where they start, especially for historically underrepresented populations.

HECC: The Higher Education Coordinating Commission (HECC) is the primary state entity responsible for ensuring pathways to postsecondary education success for Oregonians statewide.

Inclusion: The active and intentional choice of engaging with diversity and creating a sense of belonging that acknowledges that we all benefit when everyone has a place at the table.

Industry: Organizations and business entities that benefit from our students, faculty, and university resources.

Institutional Goal: A key area of work for the university that forms the basis for action items and strategic objectives.

Mission: The university's primary purpose and its reason for existence.

Objective: Means through which the goals of the plan are achieved.

Pillar: Essential and foundational part of our university that drives multiple areas of the strategic plan.

Polytechnic: relating to, or offering instruction in a variety of industrial arts, applied sciences, or technical subjects.

Value: Principle that guides the university's work and relationships.

Vision: The desired future state Oregon Tech aspires to reach in several years' time.

World Class: Quality of outcomes that exceed student and constituent expectations, and thus build brand recognition and loyalty.

STRATEGIC PLANNING STEERING COMMITTEE

Special thanks go to Oregon Tech’s Strategic Planning Steering Committee for their thoughtful, insightful and dedicated engagement in the year-long process of developing the *Oregon Tech Together* strategic plan. Their hard work and leadership – and diverse representation from across Oregon Tech – resulted in our roadmap for the challenging and exciting five years ahead.

Co-Chairs

Dr. Nagi Naganathan, President

Dr. Tom Keyser, Dean, College of Engineering, Technology & Management

Members

Dr. Steve Addison, Associate Professor, Manufacturing and Mechanical Engineering and Technology

Aja Bettencourt-McCarthy, Instruction Librarian

Jessyca Chosy, Student, Klamath Falls campus

Anna Clark, Financial Analyst

Mandi Clark, Director, Housing/Residence Life

John Davis, J.D., Oregon Tech Foundation Board Member

Kathleen Hill, J.D., Oregon Tech Board of Trustees Member

Suzanne Hopper, Professor, Dental Hygiene

Erik Johnson, Director, Admissions

Jennifer Kass, Director, Career Services

Jack Kegg, Coach, Track & Field and Cross Country

Bobbi Kowash, Assistant Professor, Medical Imaging Technology

Dr. Amber Lancaster, Assistant Professor, Communication Studies

Justin Laughlin, Student and ASOIT member, Portland-Metro campus

Dr. Roger Lindgren, Professor, Civil Engineering

Joel McPherson, Director, Marketing, Communication and Public Affairs

Alan Polaski, J.D., Oregon Tech Foundation Vice-President

Tony Richey, Chief Technology Officer

Dr. Joyce Hollander-Rodriguez, MD, Sky Lakes Medical Center

Lindy Stewart, Assistant Professor, Management

Ken Vandehey, President, Alumni Advisory Board

Dr. Chitra Venugopal, Assistant Professor, Electrical Engineering and Renewable Energy Engineering

Wakaya Wells, Assistant Director, Multicultural Affairs

Ex-Officio Members

Sandra Fox, Board Secretary and Senior Advisor to the President

Dr. Joanna Mott, Provost and Vice President of Academic Affairs

Di Saunders, Associate Vice President, Communications and Public Affairs

Farooq Sultan, Director of Institutional Research

Consultant

Virginia ‘Ginny’ Lang

OREGON INSTITUTE OF TECHNOLOGY

About the University

Oregon Tech is an institution founded on the principles of excellence through hands-on, project-based learning. As Oregon's polytechnic university, we are proud to be one of the state's seven public universities, providing affordable, high-quality undergraduate and graduate programs. We believe in giving students a rigorous, innovative, professional practice-based education with experiential learning opportunities throughout their college career with us.

Oregon Tech takes pride in our mission to deliver tech-infused education. We continually partner with industry to ensure that our programs and classes remain relevant, leading-edge, and aligned with new technology that prepares students for today's and tomorrow's workforce demands. This real-world focus gives our students a competitive edge: **96 percent** are either employed or enrolled in graduate school within six months after graduation, with an **average starting salary of \$60,000** per year. We also attribute this to our dedicated faculty who are genuinely invested in their students' learning, providing personalized teaching and advising approaches. A total enrollment of about 5,400 students across all campuses and sites allows for an intimate campus environment distinguished by small classes. This personal approach leads to high levels of student engagement, achievement, and career success.

OREGON'S POLYTECHNIC UNIVERSITY



Oregon Tech Fast Facts:

University Type: Public Polytechnic

Year Founded: 1947

President: Dr. Nagi Naganathan

University Colors: Blue and Gold

University Mascot: Owls

EMBRACE A CULTURE OF EXCELLENCE



JOHN & LOIS
STILWELL STADIUM

TRINSMAN LITHIA

BALL	STRIKE	OUT	W/E	
GUEST	1	2	3	4
OWLS	5	6	7	8
	PLNS	HTS	ERR	

E University Dr.
W University Dr.



KLAMATH FALLS • PORTLAND-METRO • ONLINE

SALEM • SEATTLE • SCAPPOOSE

oit.edu

Willamette Falls & Landings

Heritage Area

Recent Work



Who we are



History



Heritage Area



WHO WE ARE

- We are a non-profit, umbrella organization with a common goal to create a National Heritage Area.
- Our board is composed of representatives from area governments, businesses, Tribes, heritage advocates, and private citizens.



MISSION and VISION

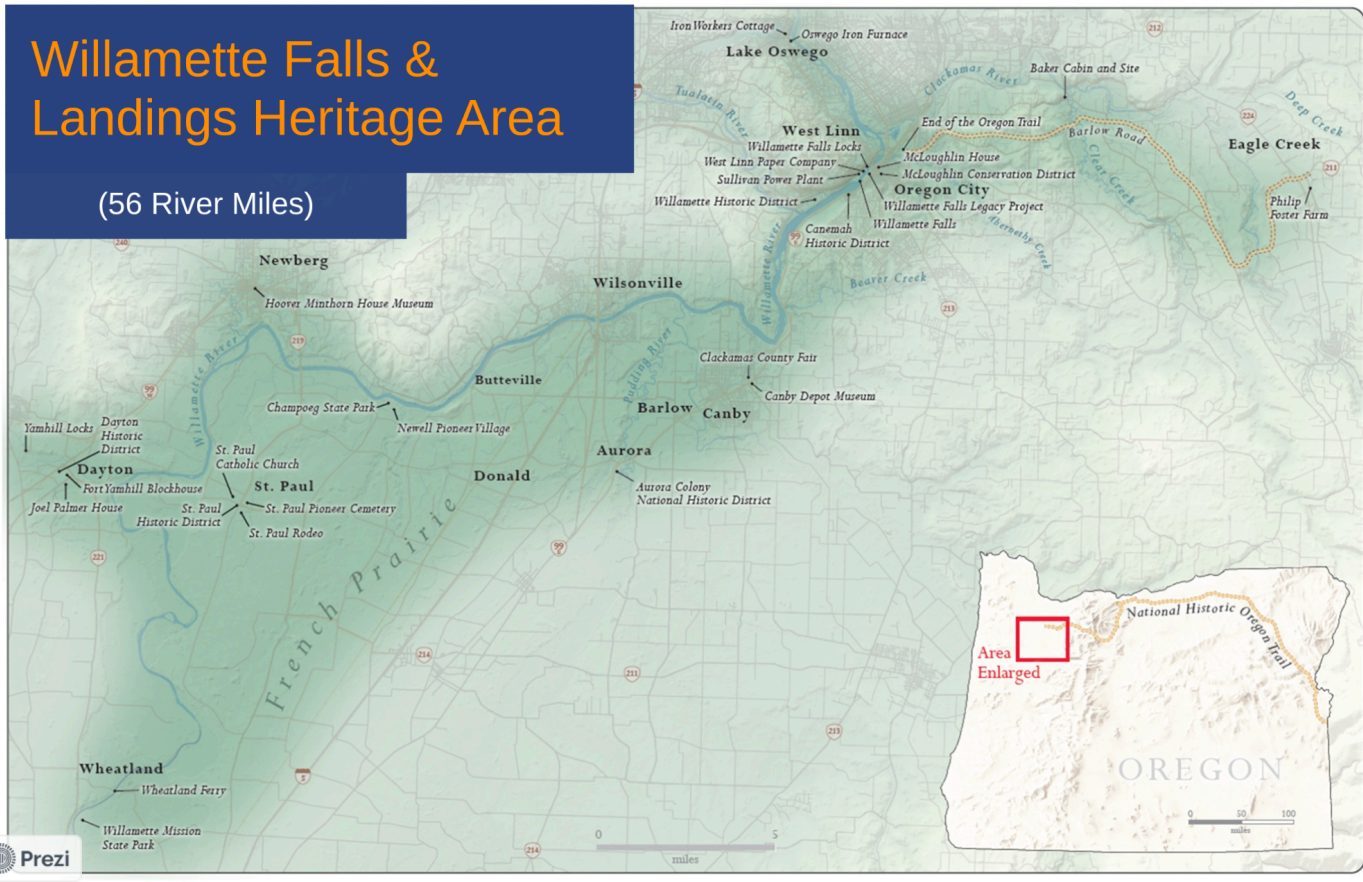
MISSION: We are leading efforts to enhance, assist and promote the Heritage Area.

VISION: The Heritage Area is a source of pride and prosperity, where visitors and residents experience the places, stories, and abundance of culture and history.



Willamette Falls & Landings Heritage Area

(56 River Miles)



What are Heritage Areas?

National Heritage Area

State Heritage Area

Advantages of Heritage Areas



State Heritage Area

- Proposed National Heritage Areas includes two State Heritage Areas:
 1. Champoeg State Heritage Area
 2. Willamette Falls Heritage Area
- Feasibility study approved by National Park Service
- Draft legislation being prepared for Congress
- Next step: Congress designates National Heritage Area



What are National Heritage Areas?

- Designated by Congress as places where natural, cultural and historical resources combine to form a cohesive, nationally important landscape.
- NHAs tell nationally important stories that celebrate our nation's diverse heritage.
- NHAs are lived-in landscapes.



National Heritage Area Advantages

Locally administered and non regulatory

- Does not affect property rights

Sustainable economic development

- Job and business creation
- Community development
- Tourism opportunities

Supports a healthy environment and people

- Habitat Improvement
- Community involvement
- Recreational opportunities

Educational opportunities

- Provides resources for learning for residents, visitors, and future generations



The Willamette Falls & Landings Area exemplifies a diverse region unified by its rich history, arts and culture

Native Americans

Hudson's Bay Company

Oregon History

Because of the Willamette

Willamette Meteorite





Historic Illustration of a Callapuya Native American

Native Americans Gathered Here

Native Americans Still Gather Here



Hudson's Bay Company



Hudson's
Bay Co.



Hudson's Bay Company

- The British Northwest Fur Company, established in St. Paul, Oregon in 1813
- Merged with Hudson's Bay Company in 1821
- Native Tribes provided knowledge of the land and waters, labor, and canoes to move pelts and goods





Oregon Trail

Provisional Government



Missoula Floods

- The Willamette meteorite is the largest found in North America and was found in West Linn
- It was transported as a glacial erratic to the Willamette Valley during the Missoula Floods at the end of the last Ice Age
- Considered sacred by Native American Tribes





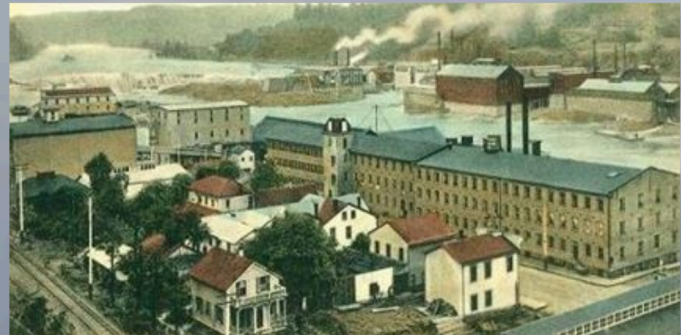
Upriver
Travels

The Cradle
of Oregon



The Cradle of Oregon

- Rich agriculture, trees for lumber and a river connection to world markets
- Oregon was born at the Falls and Landings of the Willamette River



Upriver Travels

- Butteville became the main upriver shipping port after 1861
- River transportation thrived during stern- wheeler era until 1907
- Drove the opening of the Willamette Falls Locks in 1873





Continuing to learn about and tell the region's history

Current Efforts

Help us tell it



2021

- Hired new Executive Director
- Engaged in RDEI workshops and action planning to help refocus our work
- Began building virtual tours

2022

Upcoming Work

- 50 year business awards
- Launch of virtual tours
- Operate Old Oregon Photos
- Continued partnership with West Linn to open Historic City Hall as a multicultural center
- Participation in community events

Get on board!

- Provide us updates from your organization
- Send us a letter of support from your organization
- Continue annual financial contribution
- Donate at <https://www.wflha.org/donation/>

Follow us on

 @wfheritage

 @willamettefallsheritage

Our website: <https://www.wflha.org>





**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: March 21, 2022		Subject: Resolution No. 2959 Owners Representative and Construction Management Services Contract for the Public Works Complex (CIP#8113) Staff Member: Delora Kerber, Public Works Director Department: Public Works Department	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2015 Facilities Master Plan Resolution 2526	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

City of Wilsonville resolution approving a Professional Services Agreement for Owner Representative and Construction Management Services with Cummings Management Group, Inc. in the amount of \$305,770 for the Public Works Complex Project (CIP #8113).

EXECUTIVE SUMMARY:

The Public Works Department is responsible for maintaining the City's transportation system and Rights of Way (ROW), water system, wastewater system, stormwater system, and city owned facilities. Additionally, Public Works serves as the City's Emergency Management Department.

Existing warehouse storage and equipment yard facilities used by public works staff are inadequate in both allocated space, associated structures/facilities and overall location. The decentralization of the various sites and their distant locations from the administrative offices make day-to-day operations inefficient. The new seismically resilient Public Works Complex (CIP#8113) will consolidate the office, warehouse storage and equipment yard functions on a designated secure property.

On January 20, 2022, City Council approved Resolutions 2947, 2948, and 2949, authorizing the financing for the Public Works Complex project.

Based on the complexity, specialized knowledge and attention to detail needed to deliver this multi-layered project within the designated budget and desired time frame, staff is pursuing the use of Owner's Representative and Construction Management Services.

Solicitation for sealed competitive proposals for Owner's Representative and Construction Management Services occurred in the Daily Journal of Commerce and the City's website on January 19, 2022. On February 8, 2022, the City received four proposals in response to the City's solicitation.

After initial review and scoring by the project technical review team, the top two rated firms were invited for oral interviews with the technical review team. Based on the interviews, Cummings Management Group, Inc. was selected to perform Owner's Representative and Construction Management Services for this project.

EXPECTED RESULTS:

This contract will provide for the needed day-to-day project management, coordination and construction management that a project of this complexity requires.

TIMELINE:

It is estimated construction of the Public Works Complex will be completed early 2024.

CURRENT YEAR BUDGET IMPACTS:

Funding for Owner's Representative and Construction Management Services for the Public Works Complex are included in Fiscal Year 21/22 budget. Subsequent budget allocations will be made until the completion of project.

COMMUNITY INVOLVEMENT PROCESS:

The Owner's Representative will assist the City in communicating with the adjacent property owners and businesses prior to and during construction activities.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Public Works Complex will provide better efficiency of operations for our community by consolidating the various Public Works functions in one location.

ALTERNATIVES:

Council could direct staff to proceed with construction of the Public Work Complex without an Owner's Representative and Construction Manager.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2959
 - A. Public Works Complex Project Professional Services Agreement.

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).

WHEREAS, The City has planned, designed, and budgeted for the completion of Capital Improvements Project # 8113, known as Public Works Complex project (the Project); and

WHEREAS, the City intends to utilize an owner's representative, experienced in contracting and construction management, to assist with solicitation, selection, and management of a construction services; and

WHEREAS, the City solicited Requests for 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, The City's purpose in using the Competitive Sealed Proposal process is to determine the "Best Value Proposal" for this Project through an evaluation of the demonstrated ability to successfully complete projects of a similar type, complexity, size, scope, budget, and schedule.

WHEREAS, on February 8, 2021 the City received four proposals which were scored by a technical review committee consisting of project team representatives; and

WHEREAS, based on the outcome of the proposal review and scoring process, the technical committee invited the highest scoring proposers to participate in an interview process; and

WHEREAS, from the interview evaluation, Cummings Management Group, Inc. was determined to be the most qualified consultant to perform the work; and

WHEREAS, following the competitive sealed proposal based selection process and under the direction of the City, a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Cumming Management Group, Inc. has provided a responsive and responsible proposal for owner’s representative services.

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with Cummings Management Group, Inc., for a not-to-exceed amount of \$305,770, which is substantially similar to Exhibit A attached hereto.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 21st day of March 2022, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

EXHIBIT:

- A. Public Works Complex Project Professional Services Agreement

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT - OWNER'S
REPRESENTATIVE AND CONSTRUCTION MANAGEMENT SERVICES**

This Professional Services Agreement (“Agreement”) for an Owner’s Representative to oversee the construction work associated with the City of Wilsonville’s new Public Works Operations Complex Project is made and entered into on this _____ day of _____ 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 **Cumming Management Group, Inc.**, a California corporation (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City requires project and construction management services for the Public Works Operations Complex Project (“Project”), 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. Roles, Responsibilities, and Scope of Work

Contractor shall serve as the Owner’s Representative for the City to this Project and shall perform all of those tasks and activities described in the Scope of Work, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”). Specifically, as the Owner’s Representative for this Project, Contractor will be the City’s eyes and ears on the construction site as the construction work progresses. Contractor will assist the City’s Project Manager in ensuring this Project is completed on time, on budget, and to the standards required by the construction contract, from start to finish. Bid Documents are included by reference herein. Where the Bid Documents and this Agreement, including the Scope of Work, directly conflict, the provision(s) most favorable to the City will control. Contractor is advised to point out any perceived conflicts before signing this Agreement so they may be resolved.

Notwithstanding the foregoing and consistent with industry practice, Contractor, in its capacity as the Owner’s Representative, is not responsible for controlling the City’s contract(s) or dictating the means or methods any contractor employs to construct the work. Contractor is, however, responsible to advise the City if Contractor observes what Contractor believes to be unsafe, illegal, or unreasonable behavior so that the City is aware of the concern. At all times, the contractors hired by the City are responsible for the safety of the Project and Contractor’s responsibility is limited to reasonable

diligent observation and reporting any perceived unsafe conditions to the City. In the case of an emergency, Contractor is also authorized to issue a Stop Work Order and shall promptly notify the City of having done so. Contractor shall be liable for any Stop Work Order issued by it.

Section 2. Term

The term of this Agreement shall be from the Effective Date until the Project is completed and final acceptance is made by the City, unless earlier terminated in accordance herewith.

Section 3. Contract Documents

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

3.2. 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 Agreement. Contractor warrants that Contractor'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 Contractor THREE HUNDRED FIVE THOUSAND SEVEN HUNDRED SEVENTY DOLLARS (\$305,770) 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 Contractor.

4.2. During the course of Contractor's performance, if the City, through its City Project Manager, specifically requests Contractor to provide additional services that are beyond the Scope of Work described on **Exhibit A**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 18**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Contractor 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 Contractor 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. Contractor'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. Prevailing Wages

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, for those employees and/or subcontractors working on this Project who are subject to prevailing wage rates on public works contracts, 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/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each applicable trade or occupation employed in the performance of the Project 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 shall file a certificate of rate of wage as required by ORS 279C.845, if applicable. 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 shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 6. City's Rights and Responsibilities

6.1. 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.

6.2. 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 16**.

Section 7. 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 8. Contractor's Project Manager

Contractor's Project Manager is Gerry Mulrooney. It is expected that this Contractor's Project Manager will not change throughout the course of construction. In the event that Contractor's designated 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 be within the sole discretion of the City. In the event the City receives any communication from Contractor that is not from Contractor's designated Project Manager, the City may request verification by Contractor's Project Manager, which verification must be promptly furnished. Failure to appoint a Project Manager acceptable to the City may result in termination of this Agreement, at the City's sole option.

Section 9. 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 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 10. Duty to Inform

Contractor must promptly report to the City Project Manager any actual or potential problems, faults, or defects in the Project or Scope of Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if 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. (Note: what Contractor handles on the spot and what must be reported shall be detailed in the Scope of Work.)

Section 11. Subcontractors and Assignments

11.1. Contractor shall not subcontract with others for any of the Services prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion.

11.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. 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.

Section 12. Contractor Is Independent Contractor

12.1. Contractor 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. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor'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 Contractor's Services so such Services meet the requirements of the Project, including the Scope of Work and the ongoing diligent oversight requirements.

12.2. No subcontracting or assignment of this Agreement is allowed.

Section 13. Contractor Responsibilities

13.1. As applicable, Contractor must make prompt payment for any claims for labor, materials, or services furnished to Contractor by any person in connection with this Agreement 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, 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 Contractor under this Agreement. The City may also recover any such amounts directly from Contractor.

13.2. Contractor must comply with all applicable 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, 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. All costs incident to the hiring of assistants or employees shall be Contractor's responsibility. Contractor shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

13.3. No person shall be discriminated against by Contractor 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.

13.4. 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, City employees, other contractors, 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 or delay damages.

Section 14. Indemnity

14.1. Indemnification. Contractor 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 Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Contractor'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 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 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 Contractor'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 14.2**. 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.

14.2. Standard of Care. In the performance of the Services, Contractor agrees to use that degree of care and skill exercised by other professional owner's representatives under similar circumstances by reputable members of Contractor's profession practicing in the Portland metropolitan area. Contractor will re-perform any Services not meeting this standard without additional compensation. Contractor'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 Contractor's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

14.3. Notwithstanding the foregoing indemnity requirements, neither party shall be liable to the other party for special, consequential, or punitive damages incurred due to the fault of the other party. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of use, loss of production, loss of goodwill, loss of business or other projects, or business interruption, however the same may be caused.

Section 15. Insurance

15.1. Insurance Requirements. Contractor 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 Contractor's activities or work hereunder. 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 under this Agreement:

15.1.1. Commercial General Liability Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, 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.

15.1.2. Professional Errors and Omissions Coverage. Contractor agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Contractor shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Contractor. Such policy shall have a retroactive date effective

before the commencement of any work by Contractor on the 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.

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

15.1.4. Workers Compensation Insurance. Contractor 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. 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.

15.1.5. Insurance Carrier Rating. Coverages provided by Contractor 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.

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

15.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Contractor 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. Contractor 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 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.

15.2. 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. Coverage limits for commercial general liability and business automobile liability insurance may be satisfied by a combination of primary and excess insurance.

Section 16. Early Termination; Default

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

16.1.1. By mutual written consent of the parties;

16.1.2. 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

16.1.3. By Contractor, effective upon seven (7) days’ prior written notice, but only 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.

16.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Contractor to perform Services in accordance with the Agreement or to continuously maintain a Project Manager approved by the City, 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 Agreement. This Agreement 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 Agreement and seek remedies for the default, as provided above.

16.3. If the City terminates this Agreement 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 Agreement.

16.4. 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 20**, for which Contractor has received payment or the City has made payment.

Section 17. 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 Contractor. 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 Contractor's control. Should the City suspend, delay, or interrupt the Services and the suspension is not within Contractor's control, then the City and Contractor may agree to extend the time of completion by the length of the delay.

Section 18. 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 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 Compensation Amount in **Section 4** of this Agreement, or changes or modifies this Agreement, including the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Contractor and the City. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Agreement, Contractor 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. Contractor'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, 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 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 Contractor and the City before the Addendum may be implemented.

Section 19. 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 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 20. Property of the City

All documents, reports, and research gathered or prepared by Contractor under this Agreement, including but not limited to daily logs, monthly reports, any report required by the Scope of Work, spreadsheets, charts, graphs, 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 Contractor as creator of such work shall be conveyed to the City upon request without additional compensation.

Section 21. 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: Martin Montalvo, Public Works Operations Manager
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Contractor: Cumming Management Group, Inc.
 Attn: Gerry Mulrooney
 696 McVey Avenue, Suite 202
 Lake Oswego, OR 97034

Section 22. Miscellaneous Provisions

22.1. 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.

22.2. 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.

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

22.4. Adherence to Law. In the performance of this Agreement, 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 Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

22.5. 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.

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

22.7. 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.

22.8. 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.

22.9. 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.

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

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

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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."

22.16. 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.

22.17. Interpretation. As a further condition of this Agreement, the City and Contractor 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.

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

22.19. 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.

22.20. 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 Agreement.

CONTRACTOR:

CITY:

CUMMING MANAGEMENT GROUP, LLC

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney
City of Wilsonville, Oregon

OWNER'S REPRESENTATIVE AND CONSTRUCTION MANAGEMENT SERVICES DRAFT SCOPE OF WORK

The following Scope of Work (SOW) is illustrative of anticipated duties and responsibilities. The Final SOW will be developed in collaboration with the successful Consultant team prior to contract issuance.

This position will provide administrative, management, day-to-day construction oversight, and related services as required to coordinate work of the contractors with each other and with the activities and responsibilities of the Owner's Representative, the Owner, and the Architect. While the City is prepared to commence with a traditional Design/Bid construction format, the City will look to the representative for insight and guidance on alternative delivery and contracting methods to assure the best product and control cost. Scott Edwards Associates will serve as the Project Architect and shall be considered the Architect and/or lead design professional on the delivery team. Contractor shall serve as the Owner's Representative and to whom this Scope of Work applies.

The Owner's Representative shall serve as the City's (Owner's) principal point of contact and liaison between the Architect, the General Contractor ("GC"), and other consultants, contractors, and vendors throughout the Project. The Owner's Representative shall advocate for the Owner's interests in quality, timeliness, and cost-effective construction, while maintaining professional relationships with contractors and other service providers. The Owner's Representative will be responsible for monitoring progress on all aspects of the Project in every phase and ensuring the Project is completed at the lowest possible cost and highest degree of functionality and quality.

CORE SERVICES

The Owner's Representative will be tasked with completing the Project in accordance with the Owner's objectives for cost, time, and quality, and shall provide services including:

General Services

- a. Schedule and conduct meetings to discuss such matters as procedures, progress, issues, problems, and scheduling.
- b. Attend a progress meeting to provide Project updates to Owner.
- c. Attend weekly progress meetings during construction and provide progress meeting minutes provided by GC.
- d. Coordinate with Architect, Owner, and GC.
- e. Enroll the buildings in an Energy Trust of Oregon incentive program.
- f. Evaluate aspects of the proposed buildings related to sustainability.

- g. Assist with value engineering analysis, if needed.

Project Delivery

- a. Evaluate the existing construction cost estimate and further refine and update as needed.
- b. Prepare "Milestone" schedule.
- c. Recommend Project delivery system: traditional design/bid/build, modified design/bid/build with prequalified construction firms, or Construction Manager/General Contractor (CM/GC).
- d. If an alternative delivery/building process is selected, successfully complete the necessary documents such as "Findings of Fact."
- e. Interface with the City of Wilsonville's Community Development Department regarding permits, and attend all associated meetings.
- f. Review "Constructability" and "Construction Phasing" issues.

Contract Management

- a. Review/advise on preparation of construction contract documents.
- b. Review/prepare bid packages.
- c. Develop scheduling and contract administration clauses for inclusion into the contract documents.

Bidding Phase

The Owner's Representative will assist the City in the review of budget, contractor bids, and qualifications. Such assistance will represent the Owner's Representative's best judgment at the time of review, as a project manager familiar with the construction industry. The City acknowledges that the Owner's Representative has no control over costs of labor, materials, or equipment, over each contractor's method of determining its bid, over competitive bidding, market, or negotiating conditions. Accordingly, the Owner's Representative will not warrant or represent that the accepted bid will not vary from the estimated Project budget approved by the City or from any cost estimate or evaluation made by the Owner's Representative. What the Owner's Representative will do, however, is review the bid line items, along with the construction drawing, to verify quantities appear correct and reasonable, and will point out any concerns to the City. The Owner's Representative will also review all submitted bids and look for any significant differences in costs or quantities that raise concern of a possible error or omission, and review those concerns with the City.

- a. Review pre-qualification of construction contractors.

- b. Compare and analyze bids and proposals.
- c. Assist in construction contractor selection and award.
- d. Assist in contract negotiations with construction firm.

Inspections

- a. Monitor construction progress and quality on-site through day-to-day observation/inspection of Work.
- b. Make reasonable efforts to guard against defects and deficiencies in the Work of the GC and ensure that provisions of the contract documents are being fulfilled.
- c. Prepare inspection reports documenting observed construction activities and provide written recommendations regarding defects and deficiencies in the Work.
- d. Provide digital photographs documenting construction activities.
- e. Determine, in general, that the work of each contractor is being performed in accordance with the requirements of the contract documents.
- f. Promptly inform the Architect and the Owner of Work which does not conform to the requirements of the contract documents and should be rejected by the Architect or the Owner.
- g. Monitor any hazardous substance or hazardous materials release or on-site discovery and notify the City if any such thing is discovered or suspected. The Owner's Representative is not, however, responsible to remediate any such discovered hazardous material nor to direct how such remediation should occur.

General Construction Oversight & Coordination

- a. Review and process vendor insurance certificates, invoices, payment applications, surety bonds, sworn statements, and waivers for contract compliance.
- b. Monitor and enforce GC's compliance with contract and specifications.
- c. Coordinate contractor and vendor activities with the Architect and GC.
- d. Review test reports submitted by others to substantiate contract compliance and identify non-conforming issues that require follow-up and resolution.
- e. Recommend courses of action to Owner when requirements of any contracts are not being fulfilled.
- f. Identify actual and potential problems associated with the construction Project and consult with the Architect and Owner.
- g. Maintain an awareness of safety and health requirements and notify GC of apparent violations of applicable regulations and contract provisions for the protection of the public and Project personnel.
- h. Assist GC in coordination of special requirements and inspections for public right of way work.

- i. Assist with obtaining building permits.
- j. Review/recommend service provider payment requests and contract modifications.

Requests for Information (RFIs)

- a. Assist Architect in preparation of responses to RFI-related construction issues.
- b. Transmit design-related RFIs to Architect.
- c. Conduct meetings with the GC and other parties as needed to discuss and resolve RFIs.

Change Orders

- a. Evaluate any Project changes as they arise and recommend necessary or desirable changes to the Architect and the Owner; and if they are accepted, collaborate with the Architect to prepare change orders for the Architect's and contractor's signatures and Owner authorization.
- b. Implement change order procedures.
- c. Review requests for changes.
- d. Assist in negotiating contractor's proposals for change orders.
- e. Facilitate change order tracking and facilitate issue resolution. Perform quantity and cost analysis as required for negotiation of change orders.
- f. Analyze additional compensation claims that are submitted during the construction period and prepare responses.
- g. Perform claims administration, including coordinating and monitoring claims responses, logging claims, and tracking claim status.

Applications for Payment

Owner's Representative will handle payment requests in accordance with the requirements of the contractor's or supplier's contract. Copies of all contracts for which the Owner's Representative is making payments will be provided to the Owner's Representative, with the payment protocol language highlighted. The Owner's Representative will not, however, be responsible to visit the site and inspect the work before making payment, as long as the following protocol is followed:

- a. Develop and implement procedures for review and process applications for payment by GC for progress and final payments. Make recommendations and provide advice for certification to the Owner for payment.
- b. Review certified payroll records for compliance with State BOLI requirements.
- c. Ensure that the approved protocol established by the City and contractor has been followed in the making of and submittal of the invoice.

- d. Require contractor to certify, in writing, that all work being billed has been fully performed or under which provision of the contract the invoice is authorized.

Submittals

- a. In collaboration with the Architect, establish and implement procedures for submittals and expedite the processing and approval of shop drawings and samples.
- b. Maintain logs, files, and other necessary documentation-related submittals.
- c. Provide advice on submittals, coordinate them with information contained in related documents, and transmit them to the Architect for review.
- d. Monitor Architect's responses to submittals for timeliness and help expedite responses.

Reporting

- a. Prepare and distribute Project status reports as requested by the Owner.
- b. Prepare and distribute change order reports on a monthly basis, or as required, to provide information pertaining to proposed and executed change orders and their effect on the budget and schedule.
- c. Prepare and regularly update a comprehensive issue list identifying all unresolved issues, responsible parties, resolution steps, and dates.
- d. Assist Owner in preparing documentation and reports for City Council at key milestones throughout the Project.

Schedule

- a. Ensure the GC procures long lead-time equipment at the proper time to avoid delays.
- b. Review updated construction schedules and maintain records.
- c. Compare Work progress with planned schedule, identify potential variances between scheduled and probable completion dates, and notify the Architect, Owner, and GC of any Project slippage.
- d. Review the contractor's plan to get back on schedule.
- e. Review schedule for Work not started or incomplete and recommend to Owner and GC adjustments in the schedule to meet their required completion date.
- f. Obtain monthly updates from the GC of construction schedule, incorporating actual progress, weather delays, and change order impacts.
- g. Negotiate time extensions due to change orders or other delays.

Budget

- a. Maintain, reconcile, and track the Project budget and schedule.

- b. Assist in monthly progress payment recommendations.
- c. Monitor Project budget, including costs outside of the GC contract, including security and access contract, low voltage contract, permits, testing, and other incidentals, and provide anticipated final cost report to Owner on monthly basis, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise Owner whenever projected costs are anticipated to exceed budgets or estimates.

Project Closeout

- a. Develop an occupancy checklist (punch list) and schedule.
- b. Assist the Architect in conducting close-out inspections. Participate in Project inspection(s) for Substantial Completion(s) and warranty inspections.
- c. Make written recommendations to the Owner as to the status of punch list items and when Work is ready for final inspection. Assist the Architect in conducting final inspections.
- d. Coordinate building systems functional testing and performance verification with the GC, the Owner's maintenance personnel, and the Architect. Observe each contractor's check-out of utilities, operational systems, and equipment for readiness and assist in equipment initial start-up and testing.
- e. Participate in any building commissioning and provide documented confirmation that building systems function according to criteria set forth in the Project Documents.
- f. Assist the Owner in obtaining a Certificate of Occupancy, which may encompass accompanying government officials during inspections of the Project, assisting in preparing and submitting proper documentation to the appropriate agencies, and assisting in final testing and other such activities.
- g. Coordinate staff training on building systems.
- h. Assist the Owner with warranty problem resolution and other claims against any contractor(s) for defective work or performance after completion of the construction.
- i. Collaborate with the Architect to collect and submit the following close-out documentation to the Owner:
 - a. Operations and Maintenance data for equipment as required by the Contract Documents for the Project.
 - b. Record drawings for the Project showing, among other things, deviations from the original plans and drawings for the Project made during construction, details in the construction not previously shown on such plans or drawings, changes to existing conditions or existing conditions found to

differ from those shown on the original plans and drawings; the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings and stub outs; and such other information as the Owner, Architect, or Inspector may reasonably request from time to time.

- c. Warranties and bond for equipment put into service.
- d. Keys, tools, spare parts, and maintenance materials.
- e. A list of all construction contractors, vendors, and material persons of every tier providing services, equipment, and/or materials in connection with the Project, in formal adequately bound, catalogued form, which shall include the names, addresses, telephone numbers, and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, inclusive of nights, weekends, and holidays.
- f. All guaranties and warranties from all construction contractors as required by the Contract Documents for the Project.

This Scope of Work may be amended at the time of selection of the successful Consultant.



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: March 21, 2022		Subject: Resolution No. 2966 Resolution for the selection of the CPA firm, Grove, Mueller, & Swank P.C. to provide audit services for the City and the Urban Renewal Agency Staff Member: Keith Katko, Finance Director Department: Finance Department	
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 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 approve 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 type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

To select Grove, Mueller, & Swank P.C., a qualified certified public accounting firm (Auditor) to perform auditing services for the City and the Wilsonville Urban Renewal Agency for a contract period of three (3) years with an option to extend the contract for two (2) additional one (1) year contract extensions.

The Auditor will be responsible for performing auditing services for the City and the Wilsonville Urban Renewal Agency for each of fiscal years 2022, 2023, and 2024 pursuant to Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS), and Governmental Auditing Standards (GAS), and in compliance with federal, state, and local laws and regulations.

Additionally, the Auditor shall provide that observations, opinions, and comments concerning the inadequacies of internal control or other weaknesses, and recommendations as to corrections of these weaknesses, will be included in a separate management letter, addressed to the Mayor and City Council.

EXECUTIVE SUMMARY:

Pursuant to state law and the City's Comprehensive Financial Management Policies, the City shall have an annual financial and compliance audit, and prepare financial statements based on the audited financial information. The audit shall be performed by a certified public accounting (CPA) firm, licensed to practice as Municipal Auditors in the State of Oregon.

As best practice, the City seeks request for proposals (RFP) for audit service at the term of any existing audit contract. The City's previous audit contract with the CPA firm of Merina+Co. ended December 31, 2021. The City had contracted with Merina, P.C. for a five-year period beginning with Fiscal Year 2016-17.

In January 2022, the City sought out requests for proposals from qualified certified public account firms to perform auditing services. The City received two (2) proposals back. Based on an evaluation process considering the proposer's Oregon municipal audit experience, Government Finance Officers Association reporting program knowledge, approach to the project, and their cost effectiveness, an audit selection review committee selected Grove, Mueller & Swank, P.C. subject to your confirmation.

EXPECTED RESULTS:

Contract approval with Grove, Mueller & Swank P.C. and their subsequent performance of required audit services.

TIMELINE:

The Initial Term covers tax audit years July 1, 2021 through June 30, 2022, July 1, 2022 through June 30, 2023, and July 1, 2023 through June 30, 2024.

CURRENT YEAR BUDGET IMPACTS:

Initial contract fee is not to exceed \$38,500. The Single Audit fee, if required would be \$7,500 for the first Single Audit major program. Each additional Single Audit major program would be an additional \$4,000. A Single Audit is required when the City spends more than \$750,000 of federal funds in one year. Any portion of the audit service performed in the current year would have a current year impact.

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

N/A

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

- A. Professional Service Agreement for Auditing Services

RESOLUTION NO. 2966

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY
MANAGER OR HIS DESIGNEE TO APPOINT AUDIT FIRM**

WHEREAS, Oregon Revised Statutes 297.425 require annual financial audits of municipalities; and

WHEREAS, the City of Wilsonville has need for the services of a company with particular training, ability, knowledge and experience possessed by a qualified audit firm; and

WHEREAS, the City issue a Request for Proposal for Auditing Services and received two responses; and

WHEREAS, the City has selected a qualified audit firm from among the respondents;

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

1. The City Manager or his designee is authorized to enter into a professional services agreement for auditing services for the fiscal years of 2021-22, 2022-23, 2023-24 and as may be extended two additional years.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 21st day of March 2021, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

ATTACHMENT:

- A. Professional Service Agreement for Auditing Services

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT
For Auditing Services**

This Professional Services Agreement (“Agreement”) for the Auditing Services (“Project”) is made and entered into on this _____ day of March 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 **Grove, Mueller & Swank, P.C.**, an Oregon professional corporation (hereinafter referred to as “Auditor”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing recitals and all of the following additional “Contract Documents”: Public Notice; Request for Proposals; Addenda (if any); Auditor’s Proposal; this Contract; Scope of Services included in **Exhibit A**; Billing Rates and Payment Schedule set forth in **Exhibit B**; Tax Identification Number (**Exhibit C**); and the provisions of Oregon Revised Statutes (ORS) Chapters 279B and 279C, as more particularly set forth in this Contract. Auditor 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 Auditor before proceeding with affected services. All Contract Documents should be read in concert and Auditor 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

2.1. 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 December 31,

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

2.2. The City has the option to renew this Contract for up to two (2) additional one (1) year periods.

Section 3. Auditor's Services

3.1. Auditor shall diligently perform the auditing services according to the requirements identified in the Scope of Services for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the "Services").

3.2. All written documents prepared by Auditor in conjunction with the Services shall bear the signature, stamp, or initials of Auditor's authorized Project Manager.

3.3. Auditor shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Auditor may have access by reason of this Agreement. Auditor warrants that Auditor's employees assigned to work on 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 Auditor on a time and materials basis, guaranteed not to exceed THIRTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$38,500) for performance of the Services for the first audit year identified in **Exhibit A** ("Initial Compensation Amount"). For each of the two subsequent audit years identified in **Exhibit A**, the City agrees to pay the Initial Compensation Amount, which may be increased using the Portland-Salem CPI All-Items as of December for the fiscal year under review ("Adjusted Compensation Amount"). The same increase formula will be applied to any option the City may exercise pursuant to **Section 2.2**. Any compensation in excess of the Initial Compensation Amount or the Adjusted Compensation Amount will require an express written Addendum between the City and Auditor, executed in compliance with the provisions in **Section 17**.

4.2. During the course of Auditor's performance, if the City, through its Project Manager, specifically requests Auditor to provide additional services that are beyond the Scope of Services described on **Exhibit A**, Auditor shall provide such additional services and bill the City at the hourly rates outlined on Auditor's Billing Rates and Payment Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Services, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 17**.

4.3. Unless expressly set forth on Auditor's Billing Rates and Payment Schedule as a reimbursable expense item that is not included in the Compensation Amount of **Subsection 4.1**,

or as an additional charge for which a written Addendum has been approved, in accordance with **Subsection 4.2** and the requirements of **Section 17**, Auditor shall only be entitled to the Compensation Amount specified in **Subsection 4.1**.

4.4. Except for amounts withheld by the City pursuant to this Agreement, Auditor 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 Auditor as promptly as is reasonably possible.

4.5. Auditor's Compensation Amount, Billing Rates, and Payment 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, 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 15**.

Section 6. City's Project Manager

The City's Project Manager is Keith Katko, Finance Director. The City shall give Auditor prompt written notice of any re-designation of its Project Manager.

Section 7. Auditor's Project Manager

Auditor's Project Manager is Ryan Pasquarella. In the event that Auditor's designated Project Manager is changed, Auditor shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Auditor'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 Auditor that is not from Auditor's designated Project Manager, the City may request verification by Auditor's Project Manager, which verification must be promptly furnished.

Section 8. Project Information

No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 9. Duty to Inform

If at any time during the performance of this Agreement or any future phase of this Agreement for which Auditor has been retained, Auditor becomes aware of actual or potential problems, faults, or defects in the Project or Scope of Services, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations, Auditor shall give prompt written notice thereof to the City's Project Manager.

Section 10. Subcontractors and Assignments

Auditor shall not subcontract with others for any of the Services prescribed herein. Auditor shall not assign any of Auditor'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.

Section 11. Auditor Is Independent Contractor

Auditor 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. Auditor will be solely responsible for determining the manner and means of accomplishing the end result of Auditor'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 Auditor's Services so such Services meet the requirements of the Project.

Section 12. Auditor Responsibilities

12.1. Auditor must make prompt payment for any claims for labor, materials, or services furnished to Auditor by any person in connection with this Agreement as such claims become due. Auditor 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 Auditor. If Auditor 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 Auditor under this Agreement. The City may also recover any such amounts directly from Auditor.

12.2. Auditor must comply with all applicable Oregon and federal wage and hour laws. Auditor shall make all required workers compensation and medical care payments on time. Auditor 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. Auditor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Auditor 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 Auditor's responsibility. Auditor shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

12.3. No person shall be discriminated against by Auditor 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.

12.4. COVID-19 Safety Measures. Auditor 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 Auditor's employees, City employees, and the public. Auditor must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Auditor is required to stop or delay work due to a COVID-19 related event, Auditor shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 13. Indemnity

13.1. Indemnification. Auditor 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 Auditor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Auditor'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 Auditor 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 Auditor 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 Auditor's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2.** Auditor 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 Auditor. As used herein, the term "Auditor" applies to Auditor and its own agents, employees, and suppliers.

13.2. Standard of Care. In the performance of professional services, Auditor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Auditor's profession practicing in the Portland metropolitan area. Auditor will re-perform any Services not meeting this standard without additional compensation. Auditor'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 Auditor's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

Section 14. Insurance

14.1. Insurance Requirements. Auditor 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 Auditor's activities or work hereunder. The amount of insurance carried is in no way a limitation on Auditor's liability hereunder. The policy or policies maintained by Auditor shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

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

14.1.2. Professional Errors and Omissions Coverage. Auditor 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. Auditor shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Auditor. Such policy shall have a retroactive date effective before the commencement of any work by Auditor 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 the Agreement.

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

14.1.4. Workers Compensation Insurance. Auditor 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. Auditors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include

Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

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

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

14.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Auditor 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. Auditor 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 Auditor 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.

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

Section 15. Early Termination; Default

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

15.1.1. By mutual written consent of the parties; or

15.1.2. By the City or the Auditor, for any reason, and within the sole discretion of either, effective upon delivery of written notice to the other party by mail or in person.

15.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Auditor 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, Auditor shall be liable for all costs and damages incurred by the City as a result of the default by Auditor, 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 Auditor. In the event of a default, the City will provide Auditor with written notice of the default and a period of ten (10) days to cure the default. If Auditor 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.

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

15.4. The City's withholding of a disputed portion of payment to Auditor is not grounds for default by the City.

15.5. Termination under any provision of this Section shall not affect any right, obligation, or liability of Auditor or the City that accrued prior to such termination. Auditor shall surrender to the City items of work or portions thereof, referred to in **Section 19**, for which Auditor has received payment or the City has made payment.

Section 16. Suspension of Services

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Auditor. 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 Auditor's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Auditor. Should the City suspend, delay, or interrupt the Services and the suspension is not within Auditor's control, then the City shall extend the time of completion by the length of the delay.

Section 17. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Auditor. A modification is a written document, contemporaneously executed by the City and Auditor, 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 Services or the time for performance. No modification shall be binding or effective until executed, in writing, by both Auditor and the City. If Auditor 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 this Agreement.

Section 18. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Auditor 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 this Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 19. Property of the City

All documents, reports, and research gathered or prepared by Auditor under this Agreement, including but not limited to reports, drawings, spreadsheets, charts, graphs, 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 Auditor as creator of such work shall be conveyed to the City upon request without additional compensation.

Section 20. Notices

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

To City: City of Wilsonville
Attn: Keith Katko, Finance Director
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Auditor: Grove, Mueller & Swank, P.C.
Attn: Ryan Pasquarella
475 Cottage Street NE, Suite 200
Salem, OR 97301

Section 21. Miscellaneous Provisions

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

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

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

21.4. Adherence to Law. In the performance of this Agreement, Auditor 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 Auditor is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AUDITOR:

CITY:

GROVE, MUELLER & SWANK, P.C.

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

EXHIBIT A

SCOPE OF SERVICES

1. Auditor shall conduct an audit of the accounts and fiscal affairs of the City and the Wilsonville Urban Renewal Agency, for the fiscal year ending June 30, 2022 (and annually thereafter for the next two fiscal years, each ending June 30, 2023 and June 30, 2024). The auditing of the City’s financial records and the production of reports regarding the City’s financial status shall include the Wilsonville Urban Renewal Agency, which the parties recognize is a separate legal entity from the City of Wilsonville. The Services shall be performed in accordance with:

- a. The *Minimum Standards of Audits of Oregon Municipal Corporations*;
- b. The requirements of Oregon Revised Statutes 297.405 through 297.740, and the regulations promulgated pursuant thereto;
- c. Generally Accepted Accounting Principles;
- d. Generally Accepted Auditing Standards; and,
- e. When required, *Government Auditing Standards* prescribed by the Comptroller General of the United States and Office of Management and Budget Circular A-133, commonly called the “Single Audit.”

2. The audit shall be undertaken in order to express an opinion upon the financial statements of the City, and to determine if the City has complied substantially with appropriate legal provisions. The services to be provided are detailed in the Proposal submitted by Auditor.

3. Auditor agrees that the services that Auditor has agreed to perform under the Contract shall be rendered by an auditor admitted to the Municipal Roster. Auditor agrees that all work will be faithfully performed with care and diligence.

4. Should unusual conditions arise or be encountered during the course of the audit whereby the services of Auditor are necessary beyond the extent of the work contemplated, written notification of such unusual conditions shall be delivered to City, who shall instruct Auditor, in writing, concerning such additional services, and a signed copy of each such notification and instruction shall be delivered immediately to the Secretary of State by the party issuing the same.

5. The audit shall be started soon after the Contract is executed, and all Contract work shall be completed and all written reports thereon delivered within a reasonable time, but no later than six (6) months after the close of each fiscal year.

6. Adequate copies of Auditor’s reports on financial statements and related reports and opinions required by professional standards shall be delivered to City, and their form and content shall be in accordance with and not less than that required by the *Minimum Standards for Audits of Oregon Municipal Corporations*.

7. City acknowledges that it is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the year under audit and the financial

condition at the end of that year. Should such financial statements not be prepared and presented within a reasonable period of time, it is understood that Auditor shall prepare them for the City. The cost of preparing such financial statements shall be in addition to the base fee for conducting the audit as set forth below.

8. This Scope of Services includes and incorporates any and all other Services identified in the City's Request for Proposals and Auditor's Proposal in response.

9. The Scope of Services is subject to the following restrictions and assumptions:

- a. City's staff shall reasonably cooperate with Auditor.
- b. The books are closed, balanced, and reconciled by approximately September 15th, and that no unexpected circumstances will be encountered during the audit.
- c. City will prepare all financial schedules that it has traditionally prepared and will prepare the Annual Comprehensive Financial Report (ACFR) and financial report for the Urban Renewal Agency. City shall be responsible for drafting the notes and assembling the statistical section of the ACFR.
- d. City will be responsible for publication of the financial statements.
- e. City shall notify Auditor if federal financial assistance exceeds Seven Hundred and Fifty Thousand Dollars (\$750,000) in any one (1) fiscal year. In the event a Single Audit is required, Auditor shall provide City with an estimate of the audit fee.
- f. City shall make all records of the Wilsonville Urban Renewal Agency available, and the requirements of the Contract upon the City shall apply equally to the Wilsonville Urban Renewal Agency. City shall assure compliance of the Wilsonville Urban Renewal Agency.
- g. If audit or reporting requirements change substantially, the parties will agree to renegotiate reasonable additional fees to allow Auditor to meet professional standards without economic harm or benefit.

EXHIBIT B

BILLING RATES AND PAYMENT SCHEDULE

City hereby affirms that, for the first year of the Contract, proper provision for payment of the fee has been or will be duly made and that funds for the payment thereof are or will be made legally available; however, as to future years, the Contract is subject to appropriation of funds (See **Section 5** above).

A. Amount of Payment

Auditor shall be compensated for all goods, materials, expenses, and services as follows:

For fiscal year 2021-22, for actual time and material incurred, but not to exceed \$38,500.

For fiscal years 2022-23 and 2023-24, for actual time and material incurred for the hourly rates set forth in the Proposal, which may be increased each year over the prior year using the Portland-Salem CPI All-Items as of December for the fiscal year under review. The same increase formula will apply for each renewal period.

For the first Single Audit major program fee, the fixed price of \$7,500; for each additional Single Audit major program fee, the fixed price of \$4,000.

B. Manner of Payment

Payment shall be made to Auditor as follows: monthly, based on the percentage of completion agreed to by the Finance Director and Auditor.

Invoices are payable on delivery, but must be paid within thirty (30) days of the invoice date. A service fee of one and one-half percent (1-1/2%) per month, calculated from the date of the invoice and until the date of payment, will be assessed for payments received by Auditor after thirty (30) days.

C. Invoice Requirement

Invoices shall allocate the auditing cost between Single Audit services and all other auditing costs.

Invoices shall describe the percentage of completion agreed to by the Finance Director and the total billed-to-date. Invoices shall include the total amount invoiced to date by Auditor prior to the current invoice. Auditor shall send invoices to the City's Finance Director.

D. Hourly Rates

The hourly rates of pay by position for the first year under the Contract shall be as follows:

Position	Rate
Shareholders (CPA)	\$280/hour
Managers (CPA)	\$150/hour
Senior Staff (CPA)	\$110/hour
Junior Staff (CPA)	\$ 90/hour
Junior Staff (non-CPA)	\$ 80/hour
Clerks and Typists (non-CPA)	\$ 60/hour

For each subsequent year, the rate may be increased as described in this Exhibit B, Section A, above.

EXHIBIT C

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Wilsonville, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold twenty percent (20%) on reportable amounts paid to unincorporated persons who have not supplied the City with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Wilsonville prior to or along with submittal of the first billing invoice.

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government
_____ Individual/Proprietor _____ other (explain) _____ Auditor

Tax Identification No. _____

-or-

Social Security No. _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (required)



CITY COUNCIL MEETING MINUTES

March 07, 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 7, 2022. The Mayor called the meeting to order at 7:12 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
 Dan Pauly, Planning Manager
 Dustin Schull, Parks Supervisor
 Jeanna Troha, Assistant City Manager
 Katherine Smith, Assistant Finance Director
 Kimberly Veliz, City Recorder
 Philip Bradford, Associate Planner
 Zoe Mombert, Assistant to the City Manager

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

Motion: Moved to approve the order of the agenda.

Motion made by Councilor West, Seconded by Councilor Lehan.

City Council Meeting
March 07, 2022

Voting Yea:

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

Vote: Motion carried 5-0.

MAYOR'S BUSINESS

4. Upcoming Meetings

The Mayor reported on the following meeting and events that occurred since the last City Council meeting on February 24, 2022:

\$1.9M Legislative Allocation for City's Proposed Affordable Housing

- Announced that the Oregon legislature has awarded the City \$1.9 million for the proposed Transit-Oriented Affordable Housing Development at the Wilsonville Transit Center.
- The City of Wilsonville's State Representative Courtney Neron of House District 26 was thanked for this grant. The \$1.9 million helps to fill a gap in the financing plan for the proposed affordable housing development.
- The funds will allow the City to utilize space on the ground floor for a SMART Transit Information Center and other supportive uses, such as an office for Wilsonville Community Sharing foodbank and social-services referral agency and possibly childcare.
- The City was most appreciative of Representative Neron's support for the City Council's vision of providing an affordable housing option with a Transit-Oriented Development at the Wilsonville Transit Center. With this kind of development, residents will have ready access to free SMART transit service throughout Wilsonville, and to the Portland metro area via SMART or TriMet's WES Commuter Train and to Canby and Salem.

Representative Neron Town Hall

- The City would be hosting Representative Neron for Wilsonville Town Hall on Saturday, March 12, 2022 at 10:00 a.m., via Zoom. Representative Neron planned to give constituents an update on the 2022 legislative short session.
- Registration information is on the City's website.

Affordable Housing Property-Tax Exemptions

- Reminded on the City Council meeting Consent Agenda was a series of resolutions that provide property-tax exemptions to support local affordable-housing options.
- Residents who qualify for various affordable-housing include lower-income residents and seniors on fixed incomes, as well as special populations with behavioral-health issues.
- The City Council for decades has supported efforts to provide affordable housing options for the diverse community. Council was reminded the property tax exemption resolutions on the Consent Agenda supports 365 residential units of affordable housing, a bit over half of Wilsonville's 630 total units of affordable housing.
- The total value of property-tax exemptions for these five multi-family communities is just over \$400,000, with the City providing \$78,000 and other taxing jurisdictions like the school district, fire district, County and others supporting over \$322,000.

Aurora State Airport Master Plan Meetings

- Councilor Lehan and Community Development Director Chris Neamtzu participated on behalf of the City during the second Aurora State Airport Master Plan Planning Advisory Committee last week.
- Following the Planning Advisory Committee meeting, the Oregon Department of Aviation held an Airport Master Plan Open House that the Mayor and Councilors Linville and Lehan attended.
- The Mayor, other City Council members, Mayor Asher of Aurora and members of the attended the meeting of the Oregon Department of Aviation
- The Mayor hoped at the next the Planning Advisory Committee (PAC) meeting that the materials are made available sooner rather than one business day before the meeting.
- The Mayor felt that kind of action makes it difficult to have meaningful public engagement.

Clackamas County Coordinating Committee (C4)

- At the last C4 meeting, Mayor Tammy Stempal of Gladstone was elected as representative to the C4 Executive Committee.
- Heard a presentation by Executive Director of the Clackamas Workforce Partnership, which is the federally designated Workforce Innovation and Opportunity Act local workforce board. This organization works with employers, colleges, schools, training programs and others to advance workforce improvements for employers and employees.
- Due to inquiry by Councilor Linville, Clackamas Workforce Partnership is considering creating an advisory board composed of local-government officials.

The Mayor report on the following upcoming meetings and events:

Representative Neron Town Hall

- Again reminded the audience of the upcoming Saturday, March 12, 10 am, Wilsonville Town Hall with Representative Courtney Neron.

Next City Council Meeting

- The next regular City Council meeting is scheduled for Monday, March 21, 2022.
- The Council is planning to meet in person in April 2022.

COMMUNICATIONS

5. Tualatin Valley Fire & Rescue's State of the District

Chief Kenny Frentress of Tualatin Valley Fire & Rescue (TVF&R) shared the 'state of the district' report, which summarized recent activities, including the opening of Station 54 in Charbonneau.

Councilor questions followed the presentation.

6. Arbor Villebois CEP Presentation

Arbor Villebois Homeowner Association (HOA) representatives Tom Vaughn and Alfred Sharpteen summarized how the HOA spent funds received from the Community Enhancement Program (CEP) to mitigate damage from the February 2021 ice storm. The duo also thanked City Council for their support.

Mayor and Councilor comments followed the update.

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.*

There was none.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

7. Council President Akervall

Councilor Akervall reported on the following items:

- Attended the Urban Renewal Task Force meeting
 - Task force includes members from the community, businesses, taxing jurisdictions and other partner agencies, which include Washington and Clackamas Counties.
 - Holding meetings to gather feedback for a new Urban Renewal policy.
- Transit Employee Day is March 18, 2022
 - Expressed appreciation for SMART employees
- Invasion of Ukraine
 - Shared Council recognizes that the invasion of Ukraine is on the hearts and minds of many people across the world and in the City of Wilsonville.
 - Reminded there are many reputable online sites where individuals can support humanitarian aid.
 - Mentioned all can choose to show alignment and dedication to the following common values in the community such as truth and transparency; respect for the rights and dignity of others; accountability and responsible behavior; and kindness, compassion, and empathy.
 - Believed that as city leaders, Council understands that human rights, democratic principles, and peace are important for safe and prosperous communities.
 - On behalf of Council thanked community members for joining Council in fostering these beliefs in the City of Wilsonville.

8. Councilor West

Councilor West seconded the comments made Council President Akervall regarding Ukraine.

Recalled, Council had been busy with Human Resource interviews.

Informed the audience the City has grants opportunities, which consist of the Community Opportunity Grant Program and Community Tourism Grant Program. The audience was encouraged to apply for these grants. The deadline to apply was Friday, March 7, 2022.

9. Councilor Lehan

Councilor Lehan also mentioned her concern for Ukraine and agreed with the comments made by Council President Akervall.

Recalled she too had been involved in the Human Resources meetings.

Councilor Lehan attended the Aurora Airport Participant Advisory Committee (PAC) meeting. Echoed the comments made by the Mayor about the meeting.

Councilor Lehan explained that as part of the City's Comprehensive Plan update to create a "Good-Neighbor" policy with the Aurora State Airport, the City's Planning Division is conducting an online community survey at www.letstalkwilsonville.com. The survey runs through March 13, 2022.

In addition, the City is hosting two online community conversations about a "Good-Neighbor" policy with the Aurora State Airport. These community meetings were scheduled for March 9 and March 10, 2022. Information on the survey and community meetings was posted online at www.letstalkwilsonville.com.

10. Councilor Linville

Councilor Linville reported on the following items:

- Aurora Airport Participant Advisory Committee (PAC) meeting and Open House
 - Encouraged all to participate in the Oregon Department of Aviation online survey on airport needs for the next 20 years. The survey is open until March 25, 2022.
- Willamette Falls Locks Commission (WFLC)
 - Next meeting will include a status update and next steps on a closure agreement between the Army Corps of Engineers and the new Willamette Falls Locks Authority (WFLA).
 - WFLC sunsets in June 2022 and then WFLA will take over to run the Willamette Falls Locks.
- Clackamas Workforce Partnership
 - In the midst of conversations with the organization in hopes to have representation from Wilsonville. To provide input on workforce training programs planned for Clackamas County.
 - Exploring if there is interest by local officials to engage further with the public workforce system and other community networks.

- Doodle Poll sent out to determine who is interested in and/or available to participate in these conversations.
- Clackamas County Coordinating Committee Metro Subcommittee
 - Plans to attend the upcoming meeting.
- Saint Patrick's Day
 - Mentioned Saint Patrick's Day was coming up and that it was her youngest daughter's birthday.
- Ukraine Invasion
 - Shared her heart goes out to those in Ukraine.

CONSENT AGENDA

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

11. **Resolution No. 2954**

A Resolution Of The City Of Wilsonville Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Autumn Park Apartments, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc.

12. **Resolution No. 2955**

A Resolution Of The City Of Wilsonville Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Charleston Apartments, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc.

13. **Resolution No. 2956**

A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Creekside Woods Limited Partnership, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc.

14. **Resolution No. 2957**

A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Rain Garden Limited Partnership, A Low-Income Apartment Development Owned And Operated By Caritas Community Housing Corporation.

15. **Resolution No. 2958**

A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Wiedemann Park, A Low-Income Apartment Development Owned And Operated By Accessible Living, Inc.

16. **Resolution No. 2960**

A Resolution Of The City Of Wilsonville Supporting A 2022 Grant Application To The Oregon State Parks, Local Government Grant Program For The Trail At The Park At Merryfield Rehabilitation.

17. Minutes of the February 24, 2022 City Council Meeting.

Motion: Moved to approve the Consent Agenda as read.

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

Voting Yea:

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

Vote: Motion carried 5-0.

NEW BUSINESS

None

CONTINUING BUSINESS

The City Attorney shared there would not be staff presentation. She further stated no additional comments had been received for either ordinance. The City Attorney then read into the record for second reading the titles of Ordinance Nos. 854 and 855.

The Mayor read the second hearing script at 8:11 p.m.

No Councilor declared a conflict of interest, bias, or conclusion from information gained outside the hearing.

The Mayor requested a motion close the public hearing at 8:11 p.m.

Motion: Moved to close the public hearing.

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

Voting Yea:

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

Vote: Motion carried 5-0.

18. Ordinance No. 854

An Ordinance Of The City Of Wilsonville Annexing Approximately 9.74 Acres Of Property Located On The West Side Of SW Stafford Road North Of SW Frog Pond Lane Into The City Limits Of The City Of Wilsonville, Oregon; The Land Is More Particularly Described As Tax Lots 100, 300 And 302, And A Portion Of SW Stafford Road Right-Of-Way, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Paul C. Chaney, Janene P. Chaney, Petitioners.

Motion: Moved to adopt Ordinance No. 854 on second reading.

Motion made by Councilor Lehan, Seconded by Councilor Akervall.

Voting Yea:

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

Vote: Motion carried 5-0.

19. Ordinance No. 855

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 8.46 Acres On The West Side Of SW Stafford Road North Of SW Frog Pond Lane; The Land Is More Particularly Described As Tax Lots 100, 300 And 302, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Venture Properties, Inc., Applicant.

Motion: Moved to adopt Ordinance No. 855 on second reading.

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.

PUBLIC HEARING

None

CITY MANAGER'S BUSINESS

The City Manager provided an update on the status of the City's process to hire a new City Attorney. The Council scheduled to meet in Executive Session on Friday, November 11, 2022 at 6:00 p.m. to evaluate finalists for the position.

LEGAL BUSINESS

The City Attorney announced Governor Kate Brown planned to lift the COVID-19 emergency declaration. The City Attorney explained Council could retain their emergency order until it expires on June 1, 2022. Alternatively, Council could decide to rescind their order prior to the expiration date. The Council was not asked to make a decision at this time.

ADJOURN

Mayor Fitzgerald adjourned the meeting at 8:23 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor

DRAFT

From The Director's Office

Greetings!

After two years of hard work getting up to speed with understanding and mastering a massive new permit tracking software program, creating unique processes to accommodate our work flow, endless testing and spending hundreds of hours on zoom meetings coordinating the heavy lift that is implementing the new software (in addition to keeping the normal work flowing), I am proud to report that the Community Development Department's Configuration Team comprised of Shelley White in Planning, Becky White in Building, and Candi Garrett in Engineering have done it! They have successfully transitioned the Department to EnerGov!

On February 9, the city cut over from the long-standing permit tracking software called Eden, taking the entire system dark for just over a week, then coming to life again under the new EnerGov permit software program. Without disrupting the continuation of business, processing permits, conducting inspections, and collecting fees, the Configuration Team has re-entered the permits and data into the new system, successfully transitioning over to EnerGov. While nothing ever goes quite as planned, the teamwork, dedication to the mission, and overall commitment to the project goals and drive to make the Department successful have resulted in a quality launch that has had minimal impact on our customer base.

While there are certainly many individuals who contributed to the success of this project, I want to personally recognize the Configuration Team and their outstanding effort to customer service, it is truly special to see this team work so hard together to accomplish such a significant task. I am personally very impressed with their effort and am proud to be associated with such hard work, dedication to the mission, and impeccable professionalism. GREAT WORK Shelley, Becky and Candi!

Respectfully submitted,

Chris Neamtzu, AICP
Community Development Director



Building Division

Building Division—Project Highlights

The Building Division is nearing final inspection completion of a new warehouse called Coffee Creek Logistics which is located in the Coffee Creek Industrial Area on Clutter Street. This warehouse is valued at \$5.5 Million. It has a footprint of 110,000 square feet and serves as a 45 foot tall, high-bay storage facility.

The Coffee Creek Logistics Center is being constructed by Sierra Construction. Since grading permits were issued in March 2021, it has taken approximately one year to construct. There will be two tenants, Adec and O&M. Building Division staff are in the process of completing final inspections and ensuring all fire and life-safety requirements are completed. Occupancy is anticipated in March 2022.

Also under construction is the new Wilsonville High School Performing Arts Theater Expansion. This project is unique in many ways as it provides a full theater experience with 600 seats with supporting classroom and program support spaces.

In addition, the existing 300-seat theater will be renovated into a smaller Blackbox theater and classrooms. All told the \$20.1 Million expansion and renovation will provide an incredible state of the art performing arts facility for students and the community.



Coffee Creek Logistics Center



Wilsonville High School Performing Arts Theater Expansion

Engineering Division, Capital Projects

2021 Street Maintenance (4014/4118/4725):

This project involved the rehabilitation of the asphalt driving surface on Town Center Loop and Park Place and included ADA improvements to pedestrian curb ramps and pedestrian signals, new vehicle signal detection at signalized intersections and bike safety improvements along Town Center Loop. Project has been completed.

2022 Street Maintenance:

- **Curb Ramp Replacement (4014/4118)** Curb ramp replacements and upgrades are currently under design for the 2023 Street Maintenance summer construction season. The Engineering Division has opted to construct all curb ramp replacements/upgrades in advance of street maintenance work to streamline in-street maintenance and restoration work. Curb ramp work is tentatively planned to begin fall 2022 and complete by spring 2023.
- **Slurry Seal (4014)** The City of Wilsonville, along with various other local jurisdictions, has partnered with City of Hillsboro in a Joint Cooperative Procurement method to find savings in economies of scale. The City of Hillsboro advertised the Slurry Seal Schedule on Wednesday, February 16, 2022 with bids due to Hillsboro on Wednesday, March 9, 2022. Once bids are received and a low, responsive bidder is determined, the Engineering Division will bring a construction contract to Wilsonville City Council for approval and award. Slurry seal work is to occur after July 1, 2022.

5th Street/Kinsman Road Extension (1139/2099/4196)

The project involves the design and construction of the extension of 5th Street and Kinsman Road between Boones Ferry Road and Wilsonville Road, including water, sewer, storm, franchise utility extension and installation of a portion of the Ice Age Tonquin Trail. Sewer, storm, and water pipeline installation and overhead utility undergrounding on Boones Ferry Road between Bailey Street and 5th Street is underway. Construction of the 5th Street Bridge over Coffee Creek is underway (pictured). Construction will continue through January 2023.



Construction of the 5th Street Bridge

95th Avenue Storm Pipe Repairs (7062)

This project replaces collapsed and crushed portions of existing storm pipeline on 95th Avenue. The goal of this project is to replace these sections of pipes prior to work being performed by Willamette Water Supply Program for the construction of PLM_1.3 which is scheduled for the middle of 2022. Six bids were received on February 3, 2022 with Braun Construction being the lowest, responsive bidder. The construction contract was presented to Wilsonville City Council on February 24 for award with construction tentatively scheduled to begin in mid-March 2022.

Boberg Diversion Structure Replacement (2100)

This project replaces the outdated Boberg Road wastewater diversion structure to improve wastewater collection system functionality and ensures available capacity for upstream development in the Coffee Creek and Basalt Creek areas into the future. Due to contractor delay issues, construction is being postponed to early spring 2022 when weather is better suited for sanitary sewer bypass pumping and permanent asphalt repair work.

Engineering Division, Capital Projects

Boeckman Road Corridor Project **(4212/4206/4205/2102/7065)**

This project involves the design and construction of the Boeckman Dip Bridge, Boeckman Road Improvements (Canyon Creek Road – Stafford Road), Canyon Creek Traffic Signal, and Boeckman Road Sanitary Sewer projects. Request for Proposals from qualified progressive design build teams has been advertised with proposals due on March 31, 2022.



Boeckman Road Corridor Project

I-5 Pedestrian Bridge (4202)

This project involves the design and preparation of construction documents for a pedestrian and bicycle bridge over Interstate 5 from Town Center Loop West to Boones Ferry/Barber Street. The Mobility Advisory Committee is in coordination with ODOT, the project traffic control plan during bridge construction. The design team is wrapping up this phase of the design work until construction funding is identified.

Memorial Park Pump Station (2065)

This project involves replacing and relocating the wastewater pump station in Memorial Park. The contract was awarded to McClure and Sons. Construction began in July 2020 and was completed in February 2022.

Old Farm Road Phase I (1500/2500/4500/7500)

This project includes paving, storm sewer, sanitary sewer, and water line improvements to Old Farm Road, Arbor Glen Loop, and Arbor Glen Court in the Charbonneau development. The contract was awarded to Braun Construction in April. Construction began in June and will be complete in March 2022.

Priority 1B Water Distribution Improvements (1148)

This project constructs water distribution piping improvements to correct fire flow deficiencies identified in the Water Distribution System Master Plan. Fiscal year 2021-2022 improvements include 8-inch pipeline upgrades on Jackson Way and Evergreen Avenue and an 8-inch loop connection north of Seely Avenue. August and September work consisted of professional surveyors collecting required topographic and underground utility data needed for design. Design work will occur internally within the Engineering Division over the winter time with bidding and construction happening in late spring to early summer 2022.

Raw Water Facility Improvements

This project is a capital improvement project under management of the Willamette Water Supply Commission and Tualatin Valley Water District. Improvements include seismic upgrades to the existing intake facility and river embankment and installation of a 66-inch raw water pipe and 8-inch domestic City water pipe. Phase I work is complete. The contractor has demobilized until summer 2022.

Engineering Division, Capital Projects

Rivergreen and Corral Creek Lift Stations (2105)

This project involves upgrading the Rivergreen and Corral Creek wastewater lift stations. The design contract was awarded to Murraysmith in October 2020. Design was completed in December 2021, with construction anticipated for completion in 2022.

Village Greens Circle & Edgewater Lane (1500/2500/4500/7500)

Village Greens Circle and Edgewater Lane are the next two rounds of Charbonneau Utility Repair in the Charbonneau District of Wilsonville. The Request for Proposal (RFP) for design and construction services was advertised in early February 2022 with proposals due on March 9, 2022. Design work for these two projects will continue through the 2022 calendar year with construction of the Village Greens Circle project starting in early 2023. Edgewater Lane work will tentatively begin in early 2024.

WTP Expansion to 20 MGD (1144)

This project will expand the Water Treatment Plant (WTP) capacity to 20 MGD and incorporate related WTP capital improvements. A Construction Manager/ General Contractor (CMGC) alternative contracting method was approved by City Council in March 2020. An engineering contract was awarded to Stantec in July 2020. The CMGC contract was awarded to Kiewit in August 2021. City Council approved an early work package for ozone generator replacement in October 2021. Final design was completed in coordination with the CMGC in February 2022, followed by construction through 2022-2023.

WWSP Coordination (1127)

Ongoing coordination efforts continue with the Willamette Water Supply Program (WWSP). Here are the updates on major elements within Wilsonville:

- **Phase 1, Wilsonville Road (PLM_1.1)** Arrowhead Creek Lane to Wilsonville Road—**COMPLETE**
- **Phase 2, Garden Acres Road to 124th (PLM 1.2)** Ridder Road to Day Road—**COMPLETE**
- **Phase 3, Wilsonville Road to Garden Acres Road (PLM 1.3)** The WWSP is coordinating with the City of Wilsonville to construct 12,200 feet of a 66-inch water pipeline from just south of Wilsonville Road and Kinsman Road intersection to Garden Acres Road. It will connect the remaining portion of the pipeline through Wilsonville and follows Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road.
 - Construction of the PLM_1.3 pipeline began in February 2022, with completion in 2024.
 - 90% design plans are expected to be submitted to the City for review in Spring 2022.



WWTP Master Plan (2104)

This project will evaluate capacity of Wastewater Treatment Plant (WWTP) processes to accommodate projected growth and regulatory changes. A prioritized capital improvement plan and budget will be developed. The engineering contract was awarded in May 2020, and the project is anticipated to be completed by summer 2022.

Engineering Division, Private Development

Canyon Creek South Phase 3

This is a five lot subdivision on Canyon Creek Road South. The project is currently under review. The developer will select a contractor and schedule a pre-construction meeting with the city.

Charbonneau Activity Center

Construction continues on the building. Offsite work is complete. The contractor is working on final items before a final walk-through.

Coffee Creek Logistics Center (Panattoni Warehouse)

This project is located on the southwest corner of Clutter Road and Garden Acres Road. Onsite work continues. PGE has relocated power poles to allow street improvements on Clutter Road to begin.

Costco ADA Improvements

Project will include erosion control inspections.

Frog Pond Ridge

This is a 71-lot subdivision north of Frog Pond Meadows. The contractor has installed majority of utilities in Phase 1 and has begun installing utilities associated with Phase II.

Magnolia 6-Plex

A small development in Old Town that will require sanitary, storm, and water facilities. Sanitary and water have been installed

Northstar Contractor Establishment—Clay Street

This project is located in Washington County and onsite improvements are subject to the Washington County permit process. The street improvements are under the City of Wilsonville permit. The contractor is working on final items before a final walk-through for punch list items.

Parkway Woods

This project involves a parking lot update and building modifications at the Xerox campus (formerly Tektronix). A series of stormwater planters will be included to bring the parking lot up to today's standards. Construction of stormwater facilities continues.

SSI Shredding

Site plans were submitted for two additional buildings on the existing site, along with sidewalk, sanitary, and water additions. Onsite work continues. The contractor will be installing utilities on 95th Avenue in the spring.

Villebois Clermont

Grading and demolition have begun for Clermont, a 87-lot subdivision in Villebois. A portion of utilities have been installed and tested. A portion of the curbs have been installed. Paving of Phase I is anticipated to occur in March. The developer plans to submit plans on Villebois Clermont Regional Parks 5 and 6 this spring.

Wilsonville High School Auditorium

The school district will be adding a new water line, sanitary force main, and storm facilities. Onsite work continues.

Wood Middle School

Additions to Wood Middle School will require a new stormwater facility. Building modifications are nearing completion; the stormwater facility has not been started yet.

Engineering Division, Natural Resources

Wildlife Monitoring

Starting with the Boeckman Road extension and continuing with the Kinsman Road extension ten years later, passageways were provided to allow wildlife a safe and convenient path to cross beneath the roads. Due to their location within and adjacent to the Coffee Lake Wetlands, the passages are essential for maintaining habitat connectivity and wildlife corridors. Because wildlife have different requirements, several different types of passages under the roads needed to be constructed. The passageways range in size from small culverts to the bridge on Boeckman Road. In addition, the Barber Street extension includes a bridge that spans the wetlands and accommodates wildlife movement.

In cooperation with Portland State University and a wildlife consultant, the City has been able to document through monitoring the extensive use and effectiveness of the wildlife crossings. To date, more than 20 different species have used the passageways, which include deer, coyote, gray fox, rabbit, raccoon, opossum, skunk, beaver, mink, river otter, short- and long-tailed weasel, rodents, frogs, and snakes.



Coyote using a Kinsman Road wildlife passage during 2021 winter snowstorm

Planning Division, Current

Administrative Land Use Decisions Issued

- 4 Type A Tree Permits
- 3 Type B Tree Permits
- 1 Type C Tree Permit
- 4 Class I administrative reviews
- 1 Zoning verification letter
- 4 Class I sign permits
- 1 Zoning verification letter
- 4 Residential building permit land use reviews
- Other building permits

Construction Permit Review, Development Inspections, and Project Management

In February, Planning staff worked with developers and contractors to ensure construction of the following projects are consistent with Development Review Board and City Council approvals:

- Charbonneau Activity Center
- Clermont Subdivision (Villebois Phase 5 North)
- New sewer pump station in Memorial Park
- Panattoni Development Company warehouse on Clutter Road
- Parkway Woods industrial campus
- Residential subdivisions in Frog Pond West

Development Review Board (DRB)

During their February 14 Meeting DRB Panel A held a public hearing for an additional 29-lot subdivision in Frog Pond West. Following the hearing the board members approved the proposal by a vote of 3-2. Those board members voting against the proposal expressed concern about a waiver to the location of the required open space for the small-lot portion of the subdivision.

DRB Panel B did not meet in February.

DRB Projects Under Review

During February, Planning staff actively worked on the following major projects in preparation for potential public hearings before the Development Review Board:

- 5 subdivisions in Frog Pond West
- Industrial building between Garden Acres Road and Grahams Ferry Road
- Gas Station and Convenience Store on Boones Ferry Road north of Wilsonville Road
- Storage yard and related improvements on Boones Ferry Road
- Industrial building at the corner of Kinsman Road and Boeckman Road



Perspective of Proposed Industrial Building

Planning Division, Long Range

Aurora Airport

Aurora Airport Good-Neighbor Policies

As an affected jurisdiction, it is important to articulate the relevant land use issues associated with being a neighbor to an airport into local adopted policy for purposes of intergovernmental coordination and standing in state law. The applicable document in the City of Wilsonville is the Comprehensive Plan. This Comprehensive Plan update project aims to identify the potential positive and negative impacts of the Airport's current operations and planned future growth for Wilsonville residents and businesses, and to adopt Comprehensive Plan policies to memorialize and address the highest priority issues pertaining to the interrelationships between the Aurora Airport and City of Wilsonville. In February, the project team launched a page on Let's Talk, Wilsonville! and published a survey to solicit input from the community. The project team also prepared for upcoming online community conversations on March 9 at 12 p.m. and March 10 at 6 p.m.

Frog Pond East and South Master Plan

During February, the Planning Commission had an important discussion regarding Affordable Housing including what should the target be for the amount and type of affordable housing in Frog Pond East and South and affirming strategies to meet the target. The project team took the Planning Commission's feedback and prepared to continue the discussion with City Council at a work session on March 7, 2022.



FROG POND EAST & SOUTH MASTER PLAN

In addition, during February, the project team continued work on other project components, including outreach activities for the coming months, mapping and preparing the base information for future detailed planning and analysis, and evaluating options for a neighborhood commercial center.

Inclusive Outreach Framework Refinement

Building upon outreach efforts during the Town Center and Middle Housing projects the City is reviewing and refining an outreach framework that will be the basis of ongoing outreach efforts led by the Planning Division and applicable to departments throughout the City. During February, the project team formally began the project including researching and evaluating past planning efforts in Wilsonville.

Planning Commission

During their February 9 meeting the Planning Commission held their third work session regarding the Frog Pond East and South Master Plan. The work session focused on giving feedback regarding an affordable housing analysis recently completed by the project team. The commission generally supported the direction of affordable housing targets and strategies drafted by the project team for Frog Pond East and South. In addition the Commission briefly discussed Accessory Dwelling Unit policy and guidance for upcoming work around a potential neighborhood commercial center in Frog Pond West.

Planning Division, Long Range

Transit-Oriented Development at the Wilsonville Transit Center

The Equitable Housing Strategic Plan identifies exploration of Transit-Oriented Development (TOD) at the Wilsonville Transit Center as a near-term implementation action. During February, staff finalized a Request for Qualifications (RFQ) document to be used as the first step in developer solicitation process. Release of this document will generate Statements of Qualifications from interested project developers. The project team expects to release the RFQ in early 2022, with a Request for Proposals (RFP) to follow.

The project team also developed a request for \$1.9 million in funding to close an anticipated gap in construction costs for ground floor uses in the TOD project. The team briefed Representative Neron on this request, which she submitted for consideration during the 2022 Legislative Session, to help fund the construction of ground floor uses including the SMART Transit Office and non-profit space, which are not typically eligible for funds through traditional affordable housing funding sources.

General project information is available on the project website:

<https://ci.wilsonville.or.us/planning/page/wilsonville-transit-center-tod>

Vertical Housing Development Zones

The Equitable Housing Strategic Plan identifies creation of tax abatements to create diversity and affordability in the City's housing supply as a near-term implementation action. Additionally, the Town Center Plan identifies exploration of Vertical Housing Development Zones (VHDZ) as a short-term implementation action to encourage mixed-use development. During February, the project team presented draft local criteria related to the definition and design of eligible non-residential spaces to City Council for confirmation that the criteria should be included in the City's VHDZ program. Based on City Council direction, the project team will begin the adoption process for a VHDZ program, with adoption expected in May.

General project information is available on the project website:

<https://ci.wilsonville.or.us/economic/page/vertical-housing-development-zones>



Massing Feasibility Study

Planning Division, Long Range

Wilsonville Town Center Plan

Infrastructure Funding Plan and Urban Renewal Analysis

The Town Center Plan identifies an Infrastructure Funding Plan and Urban Renewal Analysis as two important economic development strategies to support Plan implementation. This work will guide the City in determining how infrastructure investments in Town Center will be funded and will assess if Urban Renewal is a desirable tool to use. During February, the project team held a kickoff meeting to discuss the project's schedule and initial data requirements. This data will assist in updating cost estimates for infrastructure projects to be included within the funding analysis. The updated cost estimates will serve as the basis for development of the funding plan.



WILSONVILLE TOWN CENTER PLAN

I-5 Pedestrian Bridge

The Town Center project team neared completion of the preferred bridge and plaza designs for the I-5 Pedestrian Bridge and Town Center Gateway Plaza project, which will provide an important connection between Town Center, the Wilsonville Transit Center and neighborhoods west of Interstate 5. During February, the consultant team finalized the 90% Design package based on City comments. Once complete, the project team will share the final 90% Design package with the Planning Commission and City Council in spring 2022

General project information is available on the project website:

<https://www.ci.wilsonville.or.us/engineering/page/i-5-bikeped-bridge-project>.



FEBRUARY MONTHLY REPORT

FINANCE—The department where everyone counts

- **New Auditor Selection:** The City has evaluated all the proposals received in regards to outside independent Certified Public Accountant (CPA) auditing services and intends to award the contract, subject to upcoming City Council action, to Grove, Mueller, Swank P.C. Council action on awarding the contract is anticipated for March 21, 2022. The Auditor will be responsible for performing auditing services for the City and the Wilsonville Urban Renewal Agency for each of fiscal years 2022, 2023, and 2024 pursuant to Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS), and Governmental Auditing Standards (GAS), and in compliance with federal, state, and local laws and regulations.
- **Accounting Specialist/Municipal Court:** A big thank you to the City's Accounting Specialist/Municipal Court (Amanda Bryant) for all her hard work on the EnerGov implementation! We are LIVE! EnerGov is the City's Enterprise Resource Planning (ERP) for building, engineering, and planning permits. The City also uses the software system for transit tax collections and business licensing. Amanda has been our Finance Department point person and has been invaluable in the transit tax collection and business licensing functionality set up which of course are handled in Finance. Most exciting is the upcoming online functionality that will streamline the process and give our customers a more efficient process.
- **Utilities:** The City's migration to a new utility billing system (**MUNIS**) continues. This of course is an ongoing process demanding significant department attention. Estimated go live date for the switchover to the new utility billing system is May 2022. We are excited to be partnering with INVOICE Cloud in conjunction with the ERP implementation. INVOICE Cloud provides a complete, simple, and secure electronic bill presentment and payment solution. We are anticipating a great customer experience and a reduction in credit card fee expenses incurred by the City with this partnership.
- **Debt Management:** This has been a busy fiscal year for debt activity in terms of paying it off and incurring additional debt. The City has paid three outstanding urban renewal bonds early, totaling \$10.2 million. There is one remaining bond outstanding in the Year 2000 Plan which will be paid off next year and two remaining bonds in the West Side District which will be fully paid off by FY 2023-24. In February, the City received \$7M in debt proceeds for the Water Treatment Plant expansion project with a 2.47% interest rate and is preparing for an additional \$16.4M in proceeds at a rate of 2.24% for the construction of the public works complex. The Finance Department ensures the City complies all regulations and IRS requirements of debt issuance, including any related arbitrage issues. The general rule for arbitrage is that the investment earnings on our bond proceeds can't exceed the interest we are paying on our debt. If we do, and interest rates are slightly ticking up, we could owe money to the IRS. This is not the end of the world, but just entails more back end requirements and reporting.
- **ATTACHED Monthly (FEBRUARY) FINANCIALS:** FINANCE continues to monitor all departments for on-going budget compliance.

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
110 - General Fund				
Taxes	\$ 12,450,940	\$ 9,828,988	\$ 2,621,952	79%
Intergovernmental	2,685,330	4,781,956	(2,096,626)	178%
Licenses and permits	169,850	152,166	17,684	90%
Charges for services	699,990	396,357	303,633	57%
Fines and forfeitures	315,000	91,528	223,472	29%
Investment revenue	91,000	4,004	86,996	4%
Other revenues	16,349,824	16,412,397	(62,573)	100%
Transfers in	4,637,855	2,793,825	1,844,030	60%
TOTAL REVENUES	\$ 37,399,789	\$ 34,461,222	\$ 2,938,567	92%
Personnel services	\$ 10,076,512	\$ 5,462,912	\$ 4,613,600	54%
Materials and services	26,678,542	21,197,405	5,481,137	79%
Capital outlay	20,000	-	20,000	0%
Transfers out	3,766,077	878,209	2,887,868	23%
TOTAL EXPENDITURES	\$ 40,541,131	\$ 27,538,526	\$ 13,002,605	68%
610 - Fleet Fund				
Charges for services	\$ 1,489,124	\$ 992,740	\$ 496,384	67%
Investment revenue	7,500	2,276	5,224	30%
TOTAL REVENUES	\$ 1,496,624	\$ 1,064,973	\$ 431,651	71%
Personnel services	\$ 826,900	\$ 485,207	\$ 341,693	59%
Materials and services	671,135	470,128	201,007	70%
Transfers out	2,400	1,600	800	67%
TOTAL EXPENDITURES	\$ 1,543,435	\$ 999,843	\$ 543,592	65%
230 - Building Inspection Fund				
Licenses and permits	\$ 1,060,463	\$ 1,623,910	\$ (563,447)	153%
Charges for services	11,700	7,800	3,900	67%
Investment revenue	12,000	4,963	7,037	41%
Transfers in	41,545	27,696	13,849	67%
TOTAL REVENUES	\$ 1,125,708	\$ 1,664,369	\$ (538,661)	148%
Personnel services	\$ 1,132,650	\$ 552,215	\$ 580,435	49%
Materials and services	176,948	160,433	16,515	91%
Transfers out	522,520	234,816	287,704	45%
TOTAL EXPENDITURES	\$ 1,832,118	\$ 947,464	\$ 884,654	52%
231 - Community Development Fund				
Intergovernmental	\$ 161,200	\$ 101,265	\$ 59,935	63%
Licenses and permits	593,446	816,265	(222,819)	138%
Charges for services	787,080	538,687	248,393	68%
Investment revenue	8,500	6,883	1,617	81%
Other revenues	250	1,540	(1,290)	616%
Transfers in	2,684,204	1,156,656	1,527,548	43%
TOTAL REVENUES	\$ 4,234,680	\$ 2,621,296	\$ 1,613,384	62%
Personnel services	\$ 3,379,050	\$ 1,623,182	\$ 1,755,868	48%
Materials and services	783,614	431,816	351,798	55%
Transfers out	676,038	397,829	278,209	59%
TOTAL EXPENDITURES	\$ 4,838,702	\$ 2,452,826	\$ 2,385,876	51%
240 - Road Operating Fund				
Intergovernmental	\$ 1,995,223	\$ 1,066,241	\$ 928,982	53%
Investment revenue	12,500	5,070	7,430	41%
Other revenues	-	4,922	(4,922)	-
TOTAL REVENUES	\$ 2,007,723	\$ 1,076,233	\$ 931,490	54%
Personnel services	\$ 434,340	\$ 189,010	\$ 245,330	44%
Materials and services	495,930	252,566	243,364	51%
Capital outlay	13,000	-	13,000	0%
Transfers out	900,602	358,838	541,764	40%
TOTAL EXPENDITURES	\$ 1,843,872	\$ 800,415	\$ 1,043,457	43%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
241 - Road Maintenance Fund				
Charges for services	\$ 2,150,000	\$ 1,515,117	\$ 634,883	70%
Investment revenue	20,000	11,401	8,599	57%
TOTAL REVENUES	\$ 2,170,000	\$ 1,526,519	\$ 643,481	70%
Transfers out	\$ 3,443,559	\$ 2,599,313	\$ 844,246	75%
TOTAL EXPENDITURES	\$ 3,443,559	\$ 2,599,313	\$ 844,246	75%
260 - Transit Fund				
Taxes	\$ 5,000,000	\$ 4,590,414	\$ 409,586	92%
Intergovernmental	3,964,104	1,886,229	2,077,875	48%
Charges for services	-	25,444	(25,444)	-
Fines and forfeitures	5,000	96,425	(91,425)	1929%
Investment revenue	75,000	9,855	65,145	13%
Other revenues	16,000	-	16,000	0%
TOTAL REVENUES	\$ 9,060,104	\$ 6,608,366	\$ 2,451,738	73%
Personnel services	\$ 4,386,050	\$ 2,380,815	\$ 2,005,235	54%
Materials and services	2,153,188	1,317,855	835,333	61%
Capital outlay	2,012,500	1,366,759	645,741	68%
Transfers out	669,447	390,443	279,004	58%
TOTAL EXPENDITURES	\$ 9,221,185	\$ 5,455,872	\$ 3,765,313	59%
510 - Water Operating Fund				
Charges for services	\$ 9,411,000	\$ 7,592,185	\$ 1,818,815	81%
Investment revenue	150,000	36,475	113,525	24%
Other revenues	12,000	35,153	(23,153)	293%
TOTAL REVENUES	\$ 9,573,000	\$ 7,663,812	\$ 1,909,188	80%
Personnel services	\$ 647,150	\$ 276,669	\$ 370,481	43%
Materials and services	4,566,421	2,293,737	2,272,684	50%
Capital outlay	311,400	-	311,400	0%
Transfers out	10,858,541	1,221,604	9,636,937	11%
TOTAL EXPENDITURES	\$ 16,383,512	\$ 3,792,010	\$ 12,591,502	23%
520 - Sewer Operating Fund				
Charges for services	\$ 8,275,000	\$ 5,390,723	\$ 2,884,277	65%
Fines and forfeitures	-	47,716	(47,716)	-
Investment revenue	160,000	31,410	128,590	20%
Other revenues	30,000	16,991	13,009	57%
Transfers in	600,000	600,000	-	100%
TOTAL REVENUES	\$ 9,065,000	\$ 6,086,840	\$ 2,978,160	67%
Personnel services	\$ 394,580	\$ 138,787	\$ 255,793	35%
Materials and services	3,818,830	2,088,189	1,730,641	55%
Capital outlay	291,100	-	291,100	0%
Debt service	2,623,500	173,603	2,449,897	7%
Transfers out	3,711,762	929,011	2,782,751	25%
TOTAL EXPENDITURES	\$ 10,839,772	\$ 3,329,591	\$ 7,510,181	31%
550 - Street Lighting Fund				
Intergovernmental	\$ -	\$ 65,812	\$ (65,812)	-
Charges for services	536,650	369,436	167,214	69%
Investment revenue	8,500	2,865	5,635	34%
TOTAL REVENUES	\$ 545,150	\$ 438,113	\$ 107,037	80%
Materials and services	\$ 384,030	\$ 166,202	\$ 217,828	43%
Transfers out	1,045,000	53,223	991,777	5%
TOTAL EXPENDITURES	\$ 1,429,030	\$ 219,425	\$ 1,209,605	15%
570 - Stormwater Operating Fund				
Charges for services	\$ 3,440,000	\$ 2,340,164	\$ 1,099,836	68%
Investment revenue	15,000	9,890	5,110	66%
TOTAL REVENUES	\$ 3,455,000	\$ 2,350,054	\$ 1,104,946	68%
Personnel services	\$ 283,420	\$ 151,845	\$ 131,575	54%
Materials and services	788,536	343,488	445,048	44%
Capital outlay	107,000	-	107,000	0%
Debt service	518,000	515,100	2,901	99%
Transfers out	2,337,434	1,208,161	1,129,273	52%
TOTAL EXPENDITURES	\$ 4,034,390	\$ 2,218,593	\$ 1,815,797	55%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
336 - Frog Pond Development				
Licenses and permits	\$ 3,058,188	\$ 905,298	\$ 2,152,890	30%
Investment revenue	3,000	3,257	(257)	109%
TOTAL REVENUES	\$ 3,061,188	\$ 908,555	\$ 2,152,633	30%
Materials and services	\$ 8,320	\$ 16,084	\$ (7,764)	193%
Transfers out	-	-	-	-
TOTAL EXPENDITURES	\$ 8,320	\$ 16,084	\$ (7,764)	193%
346 - Roads SDC				
System Development Charges	\$ 1,202,131	\$ 907,349	\$ 294,782	75%
Investment revenue	43,500	18,792	24,708	43%
TOTAL REVENUES	\$ 1,245,631	\$ 926,141	\$ 319,490	74%
Materials and services	\$ 41,470	\$ 11,091	\$ 30,380	27%
Transfers out	8,566,934	768,190	7,798,744	9%
TOTAL EXPENDITURES	\$ 8,608,404	\$ 779,280	\$ 7,829,124	9%
396 - Parks SDC				
System Development Charges	\$ 554,418	\$ 285,508	\$ 268,910	51%
Investment revenue	35,000	6,936	28,064	20%
TOTAL REVENUES	\$ 589,418	\$ 292,444	\$ 296,974	50%
Materials and services	\$ 16,890	\$ 2,825	\$ 14,065	17%
Transfers out	2,097,960	362,259	1,735,701	17%
TOTAL EXPENDITURES	\$ 2,114,850	\$ 365,084	\$ 1,749,766	17%
516 - Water SDC				
System Development Charges	\$ 873,600	\$ 556,498	\$ 317,102	64%
Investment revenue	37,500	15,176	22,324	40%
Other revenues	7,000,000	46,000	6,954,000	1%
TOTAL REVENUES	\$ 7,911,100	\$ 617,674	\$ 7,293,426	8%
Materials and services	\$ 25,940	\$ 7,971	\$ 17,969	31%
Debt Service	485,000	26,000	459,000	5%
Transfers out	10,022,053	558,024	9,464,029	6%
TOTAL EXPENDITURES	\$ 10,532,993	\$ 591,995	\$ 9,940,998	6%
526 - Sewer SDC				
System Development Charges	\$ 506,270	\$ 456,949	\$ 49,321	90%
Investment revenue	50,000	8,317	41,683	17%
TOTAL REVENUES	\$ 556,270	\$ 465,266	\$ 91,004	84%
Materials and services	\$ 22,050	\$ 4,541	\$ 17,509	21%
Transfers out	3,175,646	1,385,824	1,789,822	44%
TOTAL EXPENDITURES	\$ 3,197,696	\$ 1,390,365	\$ 1,807,331	43%
576 - Stormwater SDC				
System Development Charges	\$ 213,310	\$ 232,825	\$ (19,515)	109%
Investment revenue	15,000	5,850	9,150	39%
TOTAL REVENUES	\$ 228,310	\$ 238,675	\$ (10,365)	105%
Materials and services	\$ 5,750	\$ 1,534	\$ 4,216	27%
Transfers out	366,224	95,386	270,838	26%
TOTAL EXPENDITURES	\$ 371,974	\$ 96,921	\$ 275,053	26%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
800 - Year 2000 Program Income				
Investment revenue	\$ 6,500	\$ 2,004	\$ 4,496	31%
Other revenues	150,000	26,399	123,601	18%
TOTAL REVENUES	\$ 156,500	\$ 28,403	\$ 128,097	18%
Materials and services	\$ 90,200	\$ 46,304	\$ 43,896	51%
TOTAL EXPENDITURES	\$ 90,200	\$ 46,304	\$ 43,896	51%
805 - Year 2000 Capital Projects				
Investment revenue	\$ 75,000	\$ 34,519	\$ 40,481	46%
Other revenues	9,811,524	9,811,524	-	100%
TOTAL REVENUES	\$ 9,886,524	\$ 9,846,043	\$ 40,481	100%
Materials and services	\$ 690,160	\$ 412,159	\$ 278,001	60%
Capital outlay	11,762,798	1,578,784	10,184,014	13%
TOTAL EXPENDITURES	\$ 12,452,958	\$ 1,990,942	\$ 10,462,016	16%
807 - Year 2000 Debt Service				
Taxes	\$ 4,074,200	\$ 3,766,024	\$ 308,176	92%
Investment revenue	40,000	(1,552)	41,552	-4%
TOTAL REVENUES	\$ 4,114,200	\$ 3,764,472	\$ 349,728	91%
Debt service	\$ 10,412,524	\$ 9,905,079	\$ 507,445	95%
TOTAL EXPENDITURES	\$ 10,412,524	\$ 9,905,079	\$ 507,445	95%
810 - Westside Program Income				
Investment revenue	\$ 1,000	\$ 52	\$ 948	5%
TOTAL REVENUES	\$ 1,000	\$ 52	\$ 948	5%
815 - Westside Capital Projects				
Investment revenue	\$ 6,500	\$ 9,714	\$ (3,214)	149%
Other revenues	6,400,000	6,400,000	-	100%
TOTAL REVENUES	\$ 6,406,500	\$ 6,409,714	\$ (3,214)	100%
Materials and services	\$ 368,780	\$ 205,092	\$ 163,688	56%
Capital outlay	470,000	-	470,000	0%
TOTAL EXPENDITURES	\$ 838,780	\$ 205,092	\$ 633,688	24%
817 - Westside Debt Service				
Taxes	\$ 5,084,500	\$ 4,693,347	\$ 391,153	92%
Investment revenue	77,500	33,594	43,906	43%
TOTAL REVENUES	\$ 5,162,000	\$ 4,726,941	\$ 435,059	92%
Debt service	\$ 18,809,044	\$ 17,035,583	\$ 1,773,461	91%
TOTAL EXPENDITURES	\$ 18,809,044	\$ 17,035,583	\$ 1,773,461	91%
825 - Coffee Creek Capital Projects				
Investment revenue	\$ 13,500	\$ 1,056	\$ 12,444	8%
TOTAL REVENUES	\$ 13,500	\$ 1,056	\$ 12,444	8%
Materials and services	\$ 173,880	\$ 132,639	\$ 41,241	76%
TOTAL EXPENDITURES	\$ 348,880	\$ 137,439	\$ 211,441	39%
827 - Coffee Creek Debt Service				
Taxes	\$ 350,700	\$ 299,809	\$ 50,891	85%
Investment revenue	1,000	(345)	1,345	-34%
TOTAL REVENUES	\$ 351,700	\$ 299,464	\$ 52,236	85%
Debt service	\$ 280,000	\$ 139,335	\$ 140,665	50%
TOTAL EXPENDITURES	\$ 280,000	\$ 139,335	\$ 140,665	50%



FEBRUARY 2022 MONTHLY REPORT

From the Director

The Library celebrated its 40th Anniversary with a special birthday week from February 13-19. The week-long celebration featured \$10 in overdue fines forgiveness per person each day, as well as a variety of activities for all ages. Activities included a Library Trivia Game and a Library Valentines station, where visitors wrote on paper hearts reasons they love the library. The Scavenger Hunt, which had patrons exploring the library as they searched for the 18 Sasquatches to solve the puzzle, was very popular, particularly with families. "Forty Years Loved" was the theme of the week as we recognized and celebrated forty years of excellent community support for the Library.

Mayor Fitzgerald recently filmed the State of the City address at the Wilsonville Library. We were pleased and honored that she chose the Library as the location for the filming, particularly during our anniversary week.

The job opening for Library Director was posted in mid-February. Candidates have until mid-March to apply.

Youth Services continued their winter program line-up. Toddler/Baby Time livestreamed on Zoom and YouTube weekly, and despite cold temperatures, weekly Family Storytime forged on at the Stein-Boozier Barn in Memorial Park with growing attendance.

Adult programs continued in virtual formats. In recognition of Black History Month, Dr. Bill Thierfelder gave a presentation on William Still and the Underground Railroad. Article Club and the English Class & Conversation Group met. Book Club discussed *The Drunkard's Walk: How Randomness Rules Our Lives* by Leonard Mlodinow. An American Red Cross blood drive was held on February 1.

Library services expanded with the addition of Hoopla, a new digital streaming service. Hoopla allows Wilsonville Library users to borrow movies, music, audiobooks, ebooks, comics, magazines, and TV episodes without a wait.

Library staff participated in the second of three Diversity, Equity, and Inclusion trainings. Additional training will occur in March.

Three new on-call reference librarians were hired and have started working at the children's and adult Reference Desks as substitutes.

-Shasta Sasser, Interim Library Director



THE KITAKATA SISTER CITY ADVISORY BOARD PRESENTS:

CHERRY BLOSSOM "SAKURA" WEEK

April 4 - 10 | Town Center Park

Parks and Recreation Report | February 2022

Directors Report:

This month our department has been very busy with planning and preparing for the fast approaching spring and summer months. The recreation team has many exciting things planned for April and beyond including but not limited to; Cherry Blossom Week, The Easter Egg Hunt, Spring Fling, Summer Camps, and more.

A highlight this month were the Zoom meetings with Kitakata school children. I had the opportunity to sit in on a few of the meetings and it was a real treat to meet the children and hear directly from them what life is like in Japan. Several of the groups even performed for us, which was very sweet and memorable.

Our partnership with AARP to provide vital tax preparation help to older adults is in full swing, with all appointments currently full and waitlisted. Additionally, volunteers from NW Medicare Advisors continue to offer a free monthly meeting to provide the basics of Medicare and explain how to enroll, what to expect and what the variations in plans might be.

As always the Parks team has been very busy keeping Wilsonville's beloved parks and trails safe, clean, and green. In addition to daily maintenance the team has been able to plant 132 trees to replace the ones damaged during last years ice storm. Also, with the help of volunteers, the team was able to plant 1,000 trees in the green space at Memorial Park in an attempt to reforest areas that have been in steady decline due to ongoing drought conditions. The team was also able to make some minor improvements including the new retaining wall by the Stein Boozier Barn and the installation of drainage to the roadway and parking area in Memorial Park. The parks team takes great pride in making these small improvements as time and budget allows.

Several park infrastructure projects continue to progress and should be finished in time for the start of the spring season. Read to the end of this report for detailed updates on the Memorial Park Rest Room Reconstruction project and the Skate Park Upgrade.

Once again, I feel very fortunate and grateful to be part of such a talented and dedicated Parks & Recreation team!

-Kris Ammerman

Community Center Updates:

Field Sign-Up Night: Parks and Rec staff hosted “Field Sign Up Night” for both local groups, as well as non-resident groups this month. This is an opportunity to allocate Memorial Park sports fields for the upcoming season by having all user groups in the same room. The process allows the sports organizations to express their field needs and work out any conflicts. Field use is scheduled to start at the end of March, weather conditions permitting.

Older Adults Highlights: The partnership with AARP for tax preparation continues to be a valuable service for our community members. The service provides older adults a free and simple way to file their State and Federal income taxes. All appointments are currently full with a waitlist. Additionally, volunteers from NW Medicare Advisors continue to offer a free monthly meeting to provide the basics of Medicare and explain how to enroll, what to expect and what the variations in plans might be.

Recreation Updates:

Special Event & Summer Program Planning: The Recreation team has been hard at work planning for a number of upcoming special events in April, as well as an exciting line up of camps and programs for summer. Coming up in April, the Kitakata Sister City Advisory Board will be hosting Cherry Blossom Week, an event series aimed at highlighting the sister city relationship with the backdrop of the sakura trees in Town Center Park. Also making a comeback in April is the Community Egg Hunt in Memorial Park. This fun event draws our biggest crowd for any special event. A big thank you to this years title sponsor, Therapeutic Associates of Wilsonville, and the silver sponsor, Oregon Community Credit Union of Wilsonville!

Board Highlights

Kitakata Sister City Advisory Board: The Kitakata Sister City Advisory Board met with several groups of elementary school students and teachers in Kitakata this month. The two groups informally chatted about school life, Wilsonville, hobbies, school trips and more. The board has also been busy planning Cherry Blossom Week, which will highlight the sister city relationship with activities and programs. The sister city pen-pal program also concluded this month and a total of 123 letters were collected.

Korean War Memorial Foundation of Oregon: The KWMFO continues to work on design details for the Interpretive Center. The current focus is on the Cities, battles, and landmarks that will be included in the topographical map.

Wilsonville Community Seniors Inc.: WCSI hosted their first annual spaghetti dinner in partnership with the Rotary Club of Wilsonville. They served 130 dinners at the drive-thru event which was held at the Community Center.

Upcoming:

Cherry Blossom Week: April 4 - 10, locations vary

Community Garden Registration: Opens April 7 for new gardeners

Community Egg Hunt: April 16, 10am, Memorial Park

Summer Registration: Opens April 18

Spring Fling: April 25—May 1, locations vary

Wilsonville Family Fairy Dance: June 3 & 4, 7pm—9pm, Stein Boozier Barn

Recreation Updates:

Introducing Cherry Blossom Week!

CHERRY BLOSSOM "SAKURA" WEEK

April 4 - 10 | Town Center Park



WILSONVILLE
OREGON

MON
4

CHERRY BLOSSOM PHOTO CONTEST
#WILSONVILLESAKURAWEEK

TUE
5

SOUND MEDITATION - 6 PM

WED
6

SAKURA CRAFT & STORYWALK - 2:30 PM - 4:30 PM

THU
7

TEA CEREMONY DEMONSTRATION - TIMES TBD

FRI
8

OIL PAINTING - CHERRY BLOSSOMS 5:30 PM

SAT
9

FILM SCREENING- "THE BIRTH OF SAKE"
COMMUNITY CENTER 7PM

SUN
10

ACTIVITY TBD



EVENT DESCRIPTIONS

Cherry Blossom Photo Contest

Welcome to Cherry Blossom Week! To kick off the week, we want to see your best cherry blossom photos! Enter the photo contest by tagging your photos on social media with the hashtag #WilsonvilleSakuraWeek or by sending them to Recreation Coordinator, Erica Behler at behler@ci.wilsonville.or.us by Sunday, April 10 - all participants will be entered to win gifts from Kitakata City! Three winners will be announced on Monday, April 11 and notified via email or social media

Sound Meditation

The vibrational sounds experienced during a sound bath help people drop into a meditative state of deep rest and relaxation, improving overall physical, emotional, and spiritual health and well-being. Join Melanie Meherin under the cherry blossoms on Tuesday, April 5 and give yourself permission to pause from the chaos around you for this powerful and transformative experience. Bring your own yoga mat, blanket, and pillow. No prior experience necessary. Registration not required.

Sakura Craft & Story Walk

Join members of the Kitakata Sister City Advisory Board for a tissue paper sakura craft and cherry blossom themed story walk in Town Center Park. All craft materials will be provided.

Tea Ceremony Demonstration

The Japanese tea ceremony (chadō) is a Japanese tradition steeped in history. It is a ceremonial way of preparing and drinking green tea. Beyond just serving and receiving tea, one of the main purposes of the tea ceremony is for the guests to enjoy the hospitality of the host in an atmosphere distinct from the fast pace of everyday life. Come enjoy a 30 minute tea ceremony demonstration with Barbara Walker from the Portland Japanese Garden, to learn more about this special cultural tradition.

Oil Painting

Join Instructor Judy for this step-by-step oil painting class done in the Bob Ross style of wet-on-wet paint. In this class participants will learn to paint, you guessed it- cherry blossoms! This class takes beginner to seasoned painters from a blank canvas to a finished painting in one class. This class is limited to 20 participants. Pre-registration is required.

Film Screening

Come enjoy a viewing of the documentary 'The Birth of Sake' at the Wilsonville Community Center on Saturday, April 9 at 7pm- free mochi snack included! "In a world where most mass produced goods are heavily automated, a small group of manual laborers must brave unusual working conditions to preserve a 2000-year-old tradition that we have come to know as saké. The Birth of Saké is a cinematic documentary that reveals the story of passionate saké-makers and what it takes to make world-class saké at Yoshida Brewery, a 144-year-old family-owned small brewery in northern Japan."

Yoga Under The Blossoms

Enjoy a free, all-levels vinyasa flow yoga class below the cherry trees on Sunday, April 10! Vinyasa flow yoga connects breath with movement and is a great way to lower daily stress, increase flexibility, and become stronger. Modifications will be offered for all body types and levels. Class is on the grass and stage at Murase Plaza, please bring your own yoga mat, water bottle, and a towel or blanket. Pre-registration is not required.



Community Egg Hunt:

The Community Egg Hunt will take place in Memorial Park on Saturday, April 16. The event kicks off at 10am with staged times for kids to participate in various age groups. Eighteen thousand eggs will be spread out across the Memorial Park ballfields. Several prize giveaways will be incorporated into the Egg Hunt, including a bicycle giveaway sponsored by Therapeutic Associates of Wilsonville. Wilsonville's Bailey the Bunny will be at the event for a photo opportunity and a high-five.



Spring Fling

ENVIRONMENTAL AWARENESS WEEK

APRIL 25 - MAY 1



Mon 25

Nature
Photography
Contest
Virtual
All week

Tues 26

*
Introduction to
Nature
Journaling
Community Cntr.
5:30 pm - 7:00 pm

Wed 27

*
Documentary
Screening
"2040"
Community Cntr.
7:00 pm

Thur 28

Stonecrop
Giveaway
Parks Admin
4pm - 6pm

Fri 29

*
Training and
Pruning Fruit
Trees
Memorial Park
10 am

Sat 30

W.E.R.K. Day
* Community Cntr.
8 am - 11:30 am

Goat Petting
Stein - Boozier Barn
10 am - 12 pm

Sun 1

Virtual Kids Craft
Peanut Butter
Pinecone bird
feeder!
10 am

Asterisk* = pre-registration required

Memorial Park Road Drainage Repair

The parks and roads team collaborated on the repair and upgrade of a long term Memorial Park road drainage issue. The installation of an area drain near the Field 5 parking lot will eliminate an area where water has historically pooled on the roadway. The roads team will work to install new asphalt when weather allows.



Repairs Begin



Finished and Awaiting Asphalt

Stein-Boozer Barn Improvements

The parks team completed the installation of a new retaining wall at the Stein—Boozer Barn in Murase Plaza. The team completed the retaining wall work in house at a significant savings compared to contracted out the work. The retaining wall is a part of a multi faceted approach to improve the exterior space of the barn. Updated historical signs, landscaping improvements as well as a larger future turf space are all planned.



Before



After

Parks Team Project Updates

Memorial Park Central Restroom Project Update

Current Projected Completion—April 2022



CMU Block Onsite



Building Is Roof Ready

Memorial Park Skate Park Project Update

Current Projected Completion—Mid March 2022



Community Engagement



Construction Begins



City of Wilsonville Police

February 2022

Busted

On January 15, Wilsonville Police Officers were contacted by Hydro Temp Mechanical (HTM), a Wilsonville-area business, that had several thousands of dollars in tools and specialized equipment stolen from a jobsite in Salem.

HTM employees searched online hoping to find what had been stolen on sale through social media venues. They were lucky and located several of their tools. In coordination with Wilsonville Police Officer Chris O'Connor, a buy was set up and officers made contact with the person who was selling the stolen property. Ultimately, Dominic A. Andrizzi, 55, of Salem OR, was taken into custody on warrants outstanding in Marion County, along with an additional charge of Probation Violation.



Included among the articles recovered were a number of stolen credit cards and forms of identification, as well as a \$16k Hilti laser measuring device taken from CD Redding Construction in Salem OR. Officer O'Connor made arrangements with the business and the device was returned.

Catalytic converter thefts, still an issue

Although Oregon legislators passed **Senate Bill 803** in 2021--*effective in 2022*--in an attempt to curb the rise in catalytic converter thefts, Oregon has yet to see a decline. Wilsonville Police responded to several reports of theft in January and February.

Catalytic converters have been installed in almost all vehicles produced since 1975. Limited exceptions include electric vehicles.

States surrounding Oregon are following suit and developing legislative responses, as well. Washington State has drafted **House Bill 1815**. If

passed into law, unlawfully buying/selling a catalytic converter removed from a vehicle would be a felony with jail time and fines attached to each converter. Unlawful possession of a converter would be a gross misdemeanor punishable by jail and fines per converter. California is working on **B&P Code 21610**, which would require those buying used converters to retain detailed records of every purchase. As of yet, there have been no reports of legislative action in Idaho on this matter.

The following site is useful if you're keeping an eye on anything before the senate in Oregon. Similar sites can be found for California, Idaho, and Washington.

[OR - Track Legislation in Oregon \(trackbill.com\)](https://www.trackbill.com)

WILSONVILLE MONTHLY ACTIVITY REPORT February 2022



CITY OF WILSONVILLE POLICE DEPARTMENT
30000 SW Town Center Loop
Wilsonville, OR 97070

In Partnership with

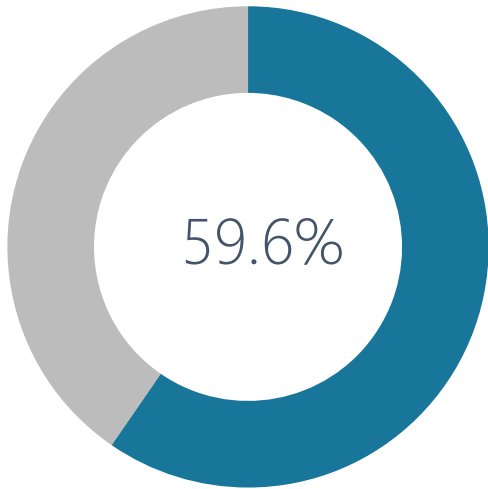


**Clackamas County
Sheriff's Office**



Public Initiated

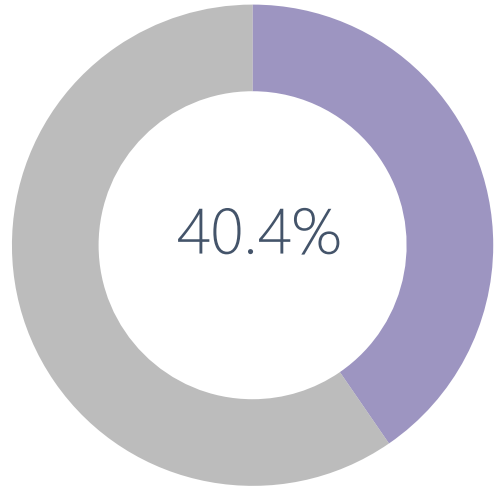
584



20.6

Deputy Initiated

396



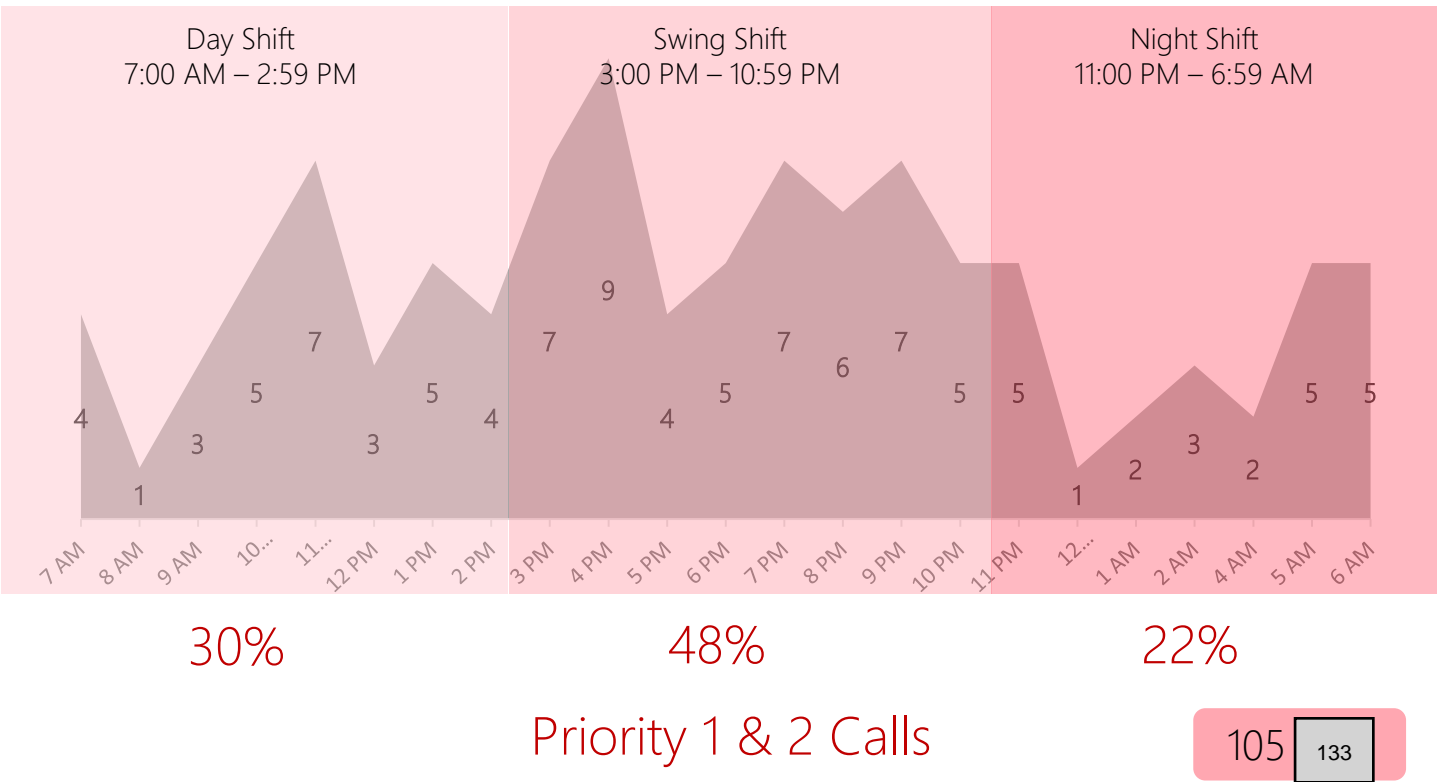
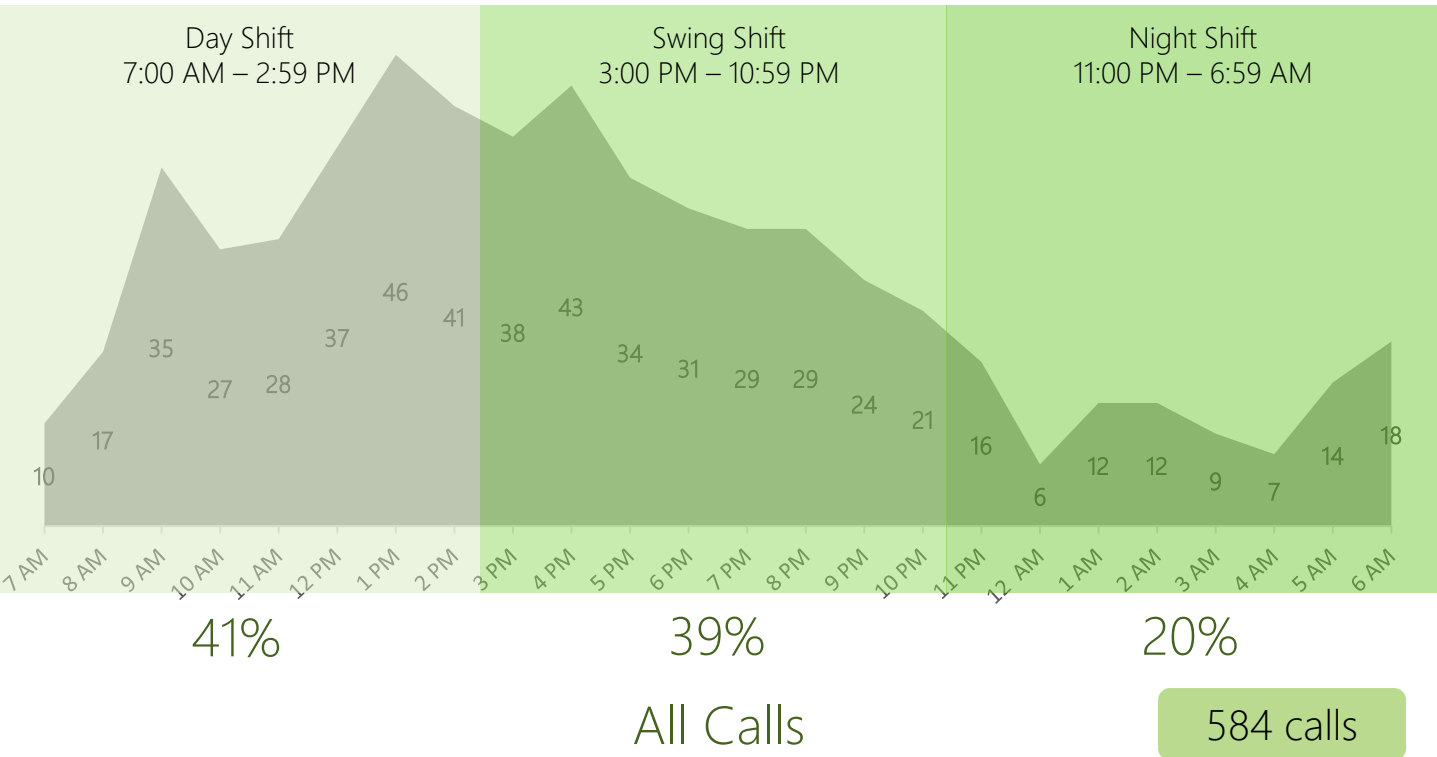
14.1

Daily Average Calls

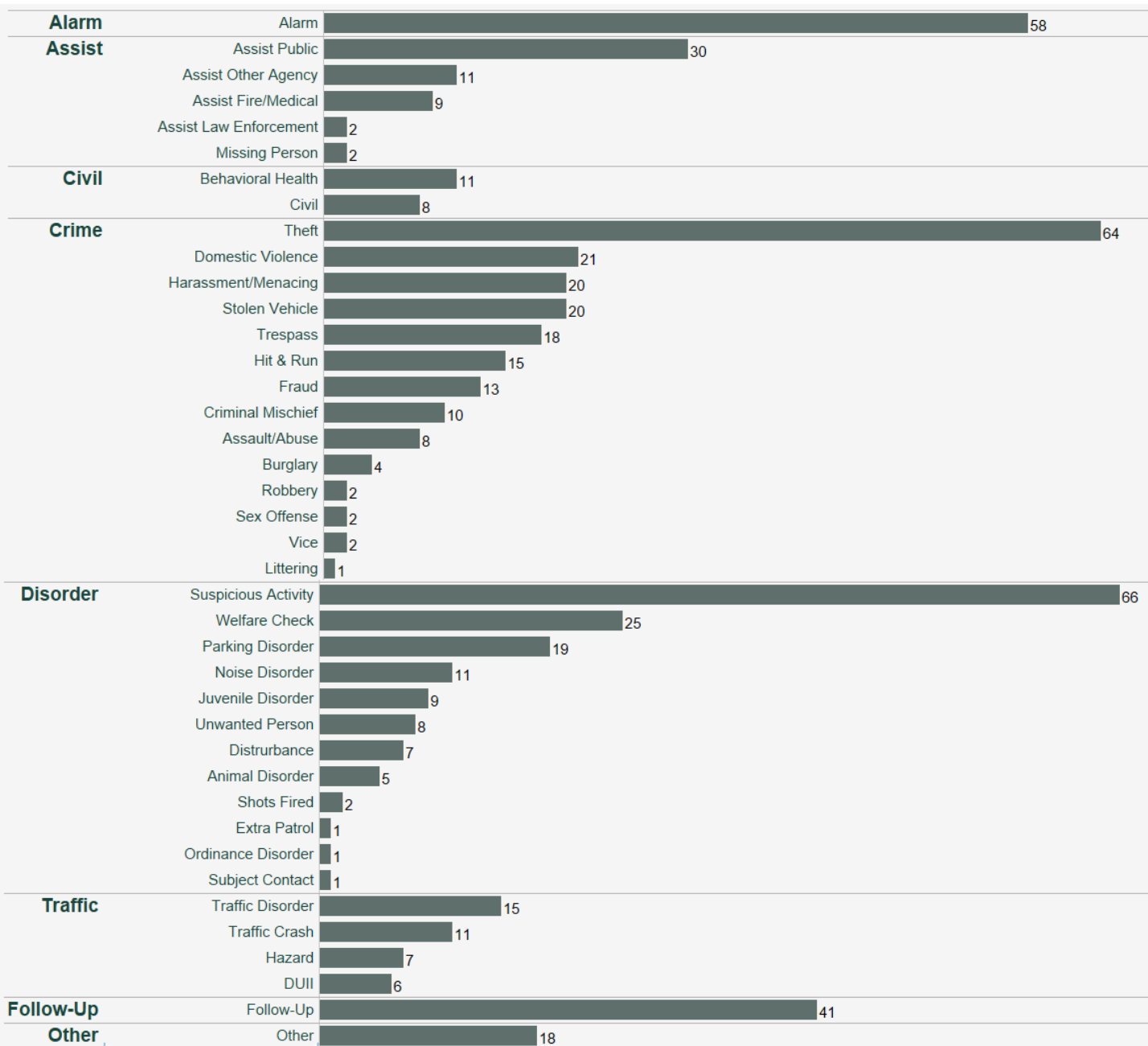
Median Hold & Response Times for Public Initiated Calls

Duration Type	All Calls	Priority 1 & 2 Calls
Hold Duration (Input to Dispatch)	3:22	2:37
Response Duration (Dispatch to Arrival)	11:37	7:52

Public Initiated Calls for Service Breakdown by Hour of Day & Shift Time Groupings (not actual breakdown of Wilsonville PD shift schedules)



Public Initiated Call Types



Deputy Initiated Call Types

Assist	Assist Public	8
	Warrant	3
	Assist Law Enforcement	2
	Assist Other Agency	2
Civil	Civil	20
Crime	Fraud	3
	Sex Offense	3
	Theft	3
	Criminal Mischief	1
	Trespass	1
Disorder	Suspicious Activity	37
	Welfare Check	16
	Parking Disorder	15
	Subject Contact	15
	Premise Check	8
	Extra Patrol	4
	Recovered Stolen Vehicle	2
	Disturbance	1
Traffic	Traffic Stop	153
	Traffic Disorder	6
Follow-Up	Follow-Up	56
Other	Other	37

Public Initiated	February		% Difference
	2021	2022	
Burglary	1	4	300%
Stolen Vehicle	7	20	186%
Assist Law Enforcement	1	2	100%
Missing Person	1	2	100%
Juvenile Disorder	5	9	80%
Traffic Disorder	10	15	50%
Parking Disorder	13	19	46%
Theft	46	64	39%
Criminal Mischief	8	10	25%
Noise Disorder	9	11	22%
Trespass	15	18	20%
Hit & Run	13	15	15%
Assist Other Agency	11	11	No Change
Assault/Abuse	8	8	No Change
Disturbance	7	7	No Change
Other	18	18	No Change
Harassment/Menacing	22	20	-9%
Civil	9	8	-11%
Alarm	67	58	-13%
DUII	7	6	-14%
Traffic Crash	13	11	-15%
Assist Public	36	30	-17%
Suspicious Activity	80	66	-18%
Unwanted Person	11	8	-27%
Robbery	3	2	-33%
Vice	3	2	-33%
Domestic Violence	32	21	-34%
Animal Disorder	8	5	-38%
Assist Fire/Medical	15	9	-40%
Fraud	22	13	-41%
Welfare Check	43	25	-42%
Sex Offense	4	2	-50%
Shots Fired	4	2	-50%
Hazard	16	7	-56%
Extra Patrol	3	1	-67%
Behavioral Health	78	11	-86%
Premise Check	1		-100%
Recovered Stolen Vehicle	1		-100%
Marine Assist/Rescue			NC
Warrant			NC
Littering		1	NC
Violation of Restraining Order			NC
Fireworks			NC
Marine Patrol			NC
Prowler			NC
Subject Contact		1	NC
Grand Total	651	542	-17%

Public Initiated Call Types

Increase

Decrease

NC = Not Calculable. A percentage difference is not calculable when the older value equals 0, as the newer value cannot divide into 0.

Deputy Initiated Call Types

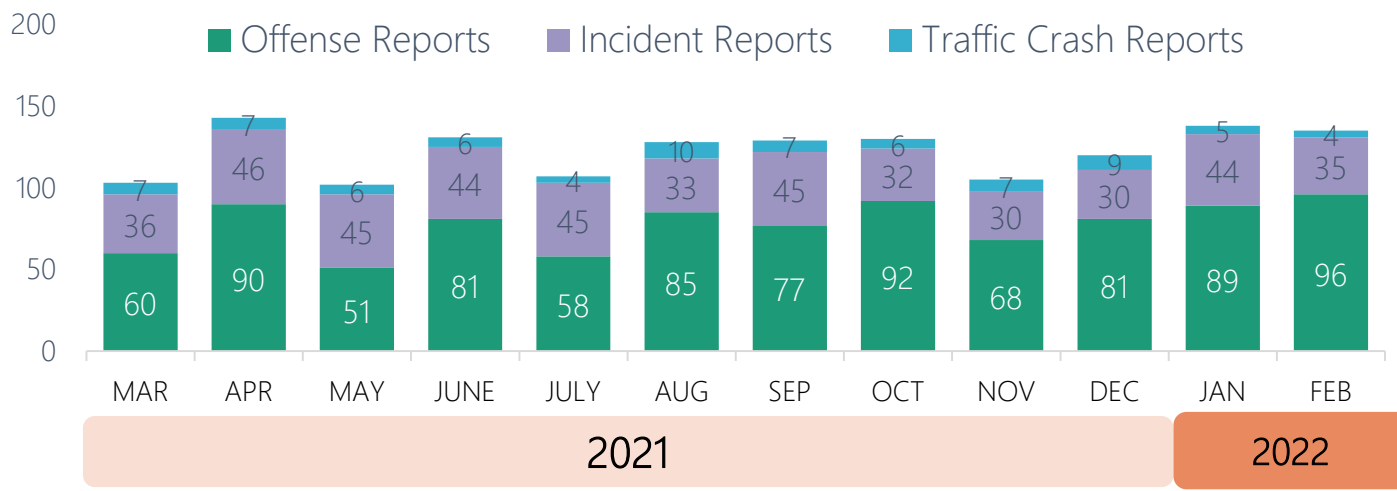
Increase

Decrease

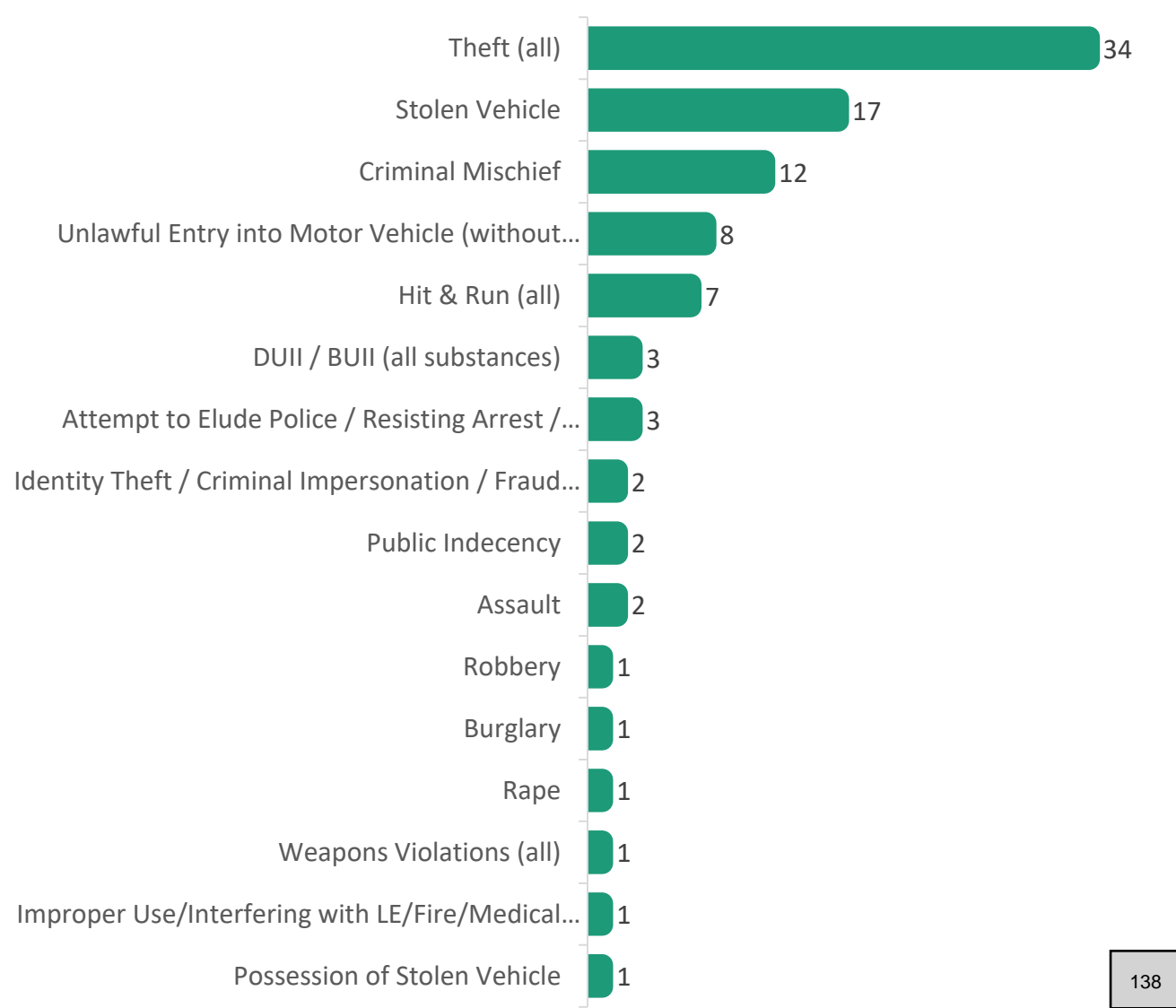
Deputy Initiated	February		% Difference
	2021	2022	
Traffic Disorder	1	6	500%
Extra Patrol	1	4	300%
Welfare Check	4	16	300%
Theft	1	3	200%
Parking Disorder	6	15	150%
Assist Law Enforcement	1	2	100%
Other	20	37	85%
Fraud	2	3	50%
Subject Contact	13	15	15%
Civil	19	20	5%
Traffic Stop	147	153	4%
Assist Public	9	8	-11%
Suspicious Activity	57	37	-35%
Premise Check	13	8	-38%
Behavioral Health	2		-100%
Domestic Violence	1		-100%
Animal Disorder	3		-100%
Noise Disorder	1		-100%
Hazard	20		-100%
Assist Other Agency		2	NC
Warrant		3	NC
Criminal Mischief		1	NC
Sex Offense		3	NC
Trespass		1	NC
Disturbance		1	NC
Recovered Stolen Vehicle		2	NC
Grand Total	321	340	6%

NC = Not Calculable. A percentage difference is not calculable when the older value equals 0, as the newer value cannot divide into 0.

Monthly Reports Written

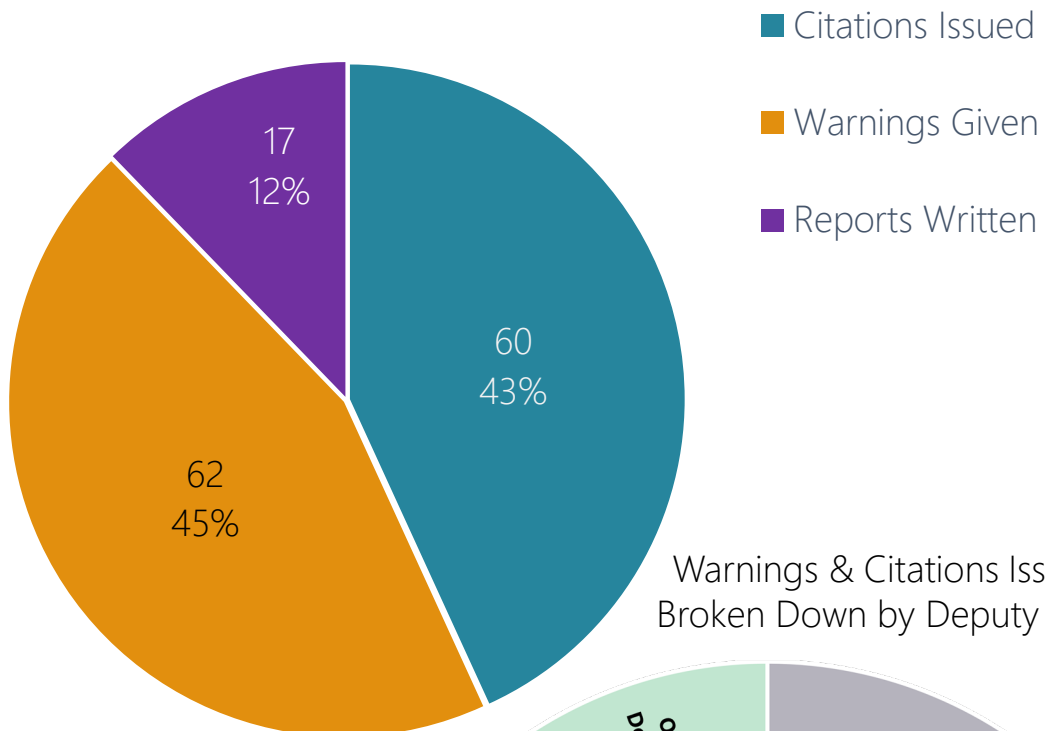


Offense Reports Written Breakdown by Top Charge

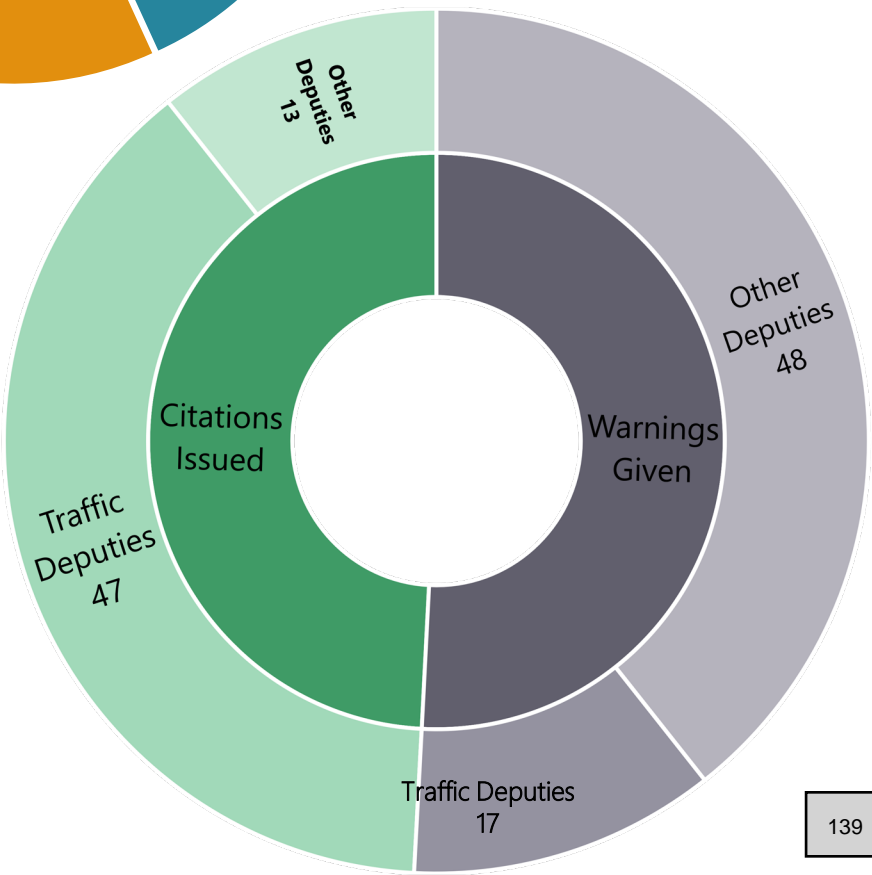


In February 2022, **153** traffic stops were made within the city limits, resulting in **60** citations issued, **62** warnings given, and **17** offense/incident reports created. Of the **60** citations issued, **181** violations were included (see next slide).

Traffic Stop Dispositions Types

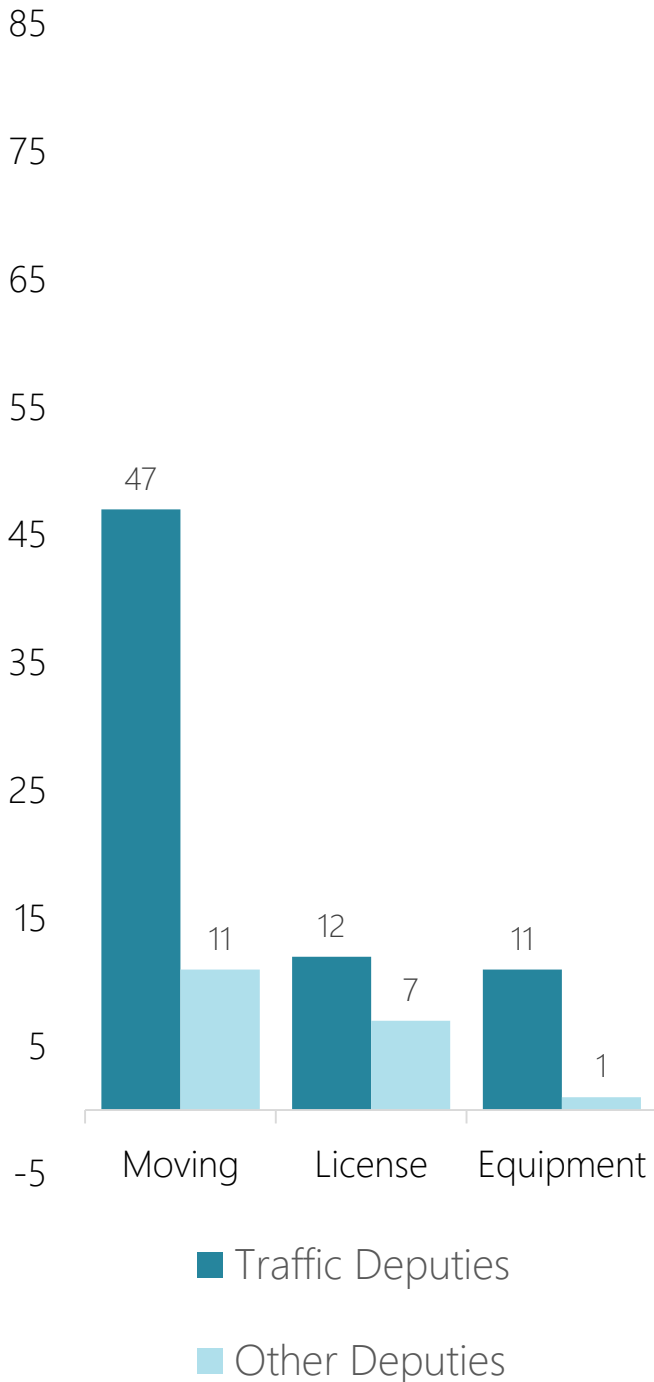


Warnings & Citations Issued Broken Down by Deputy Type



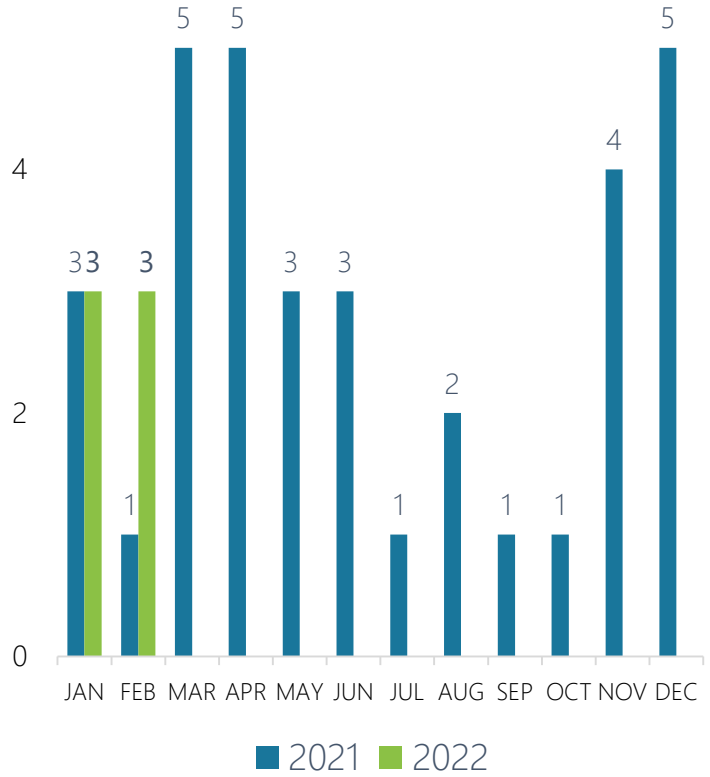
Citation Types Issued:

Of the **60** citations issued, **81** violations were included in the following types:

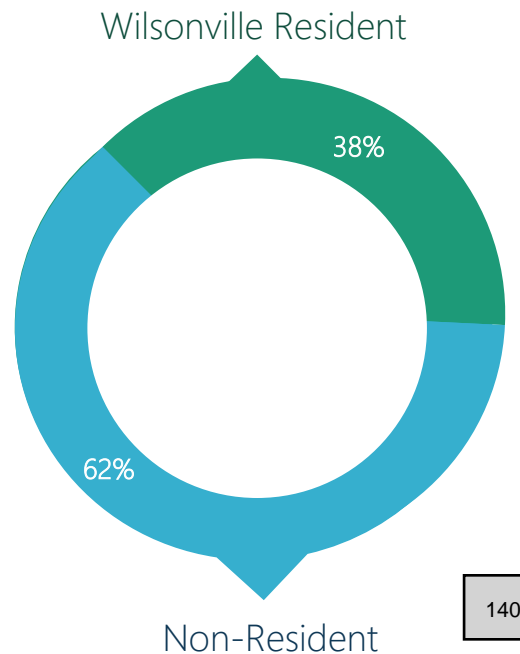


6

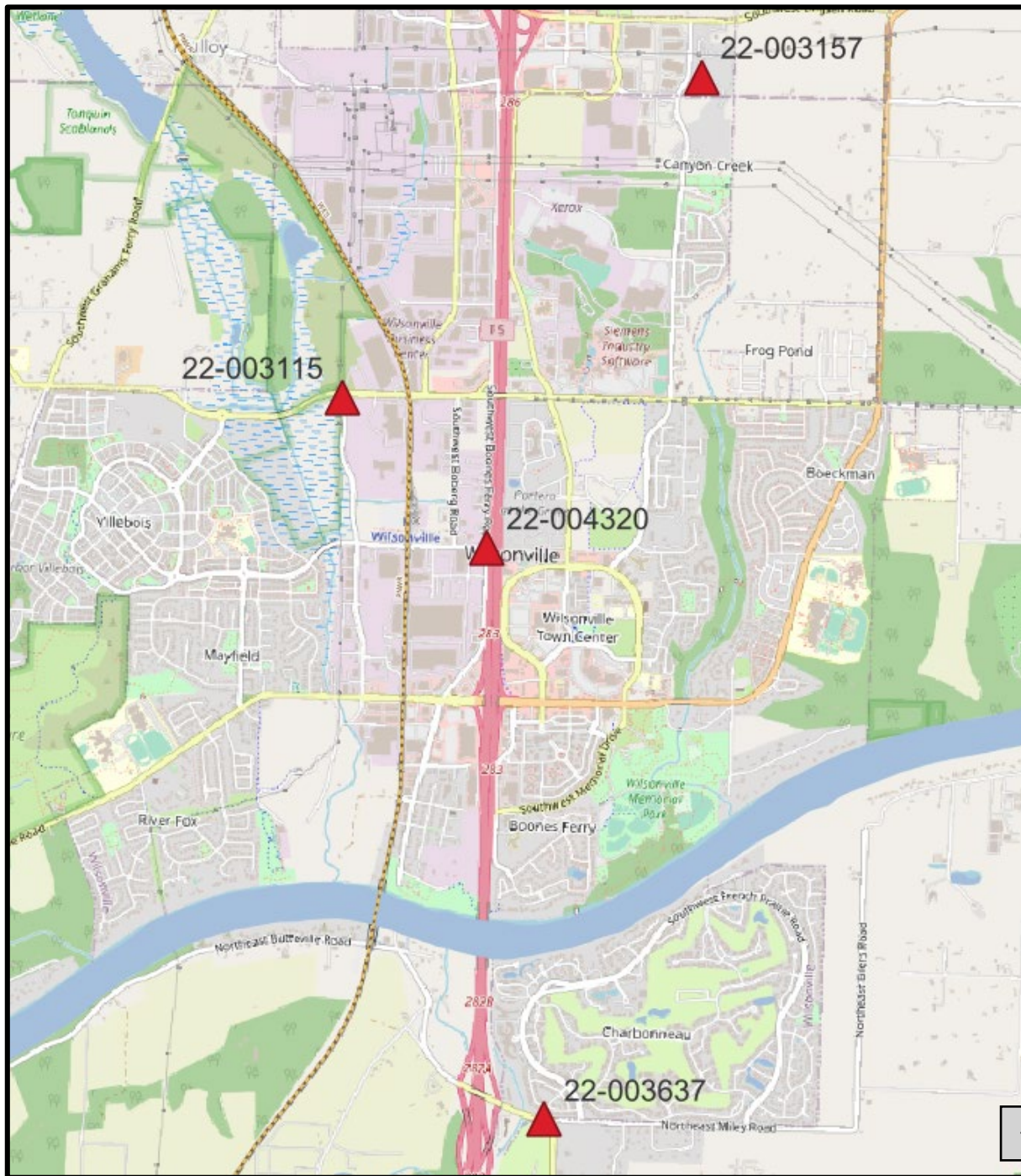
DUII Arrests:



Driver's Residency of Traffic Stop Subject (according to DL):



Case	Date	Address
22-003115	2/7	SW KINSMAN RD / SW BOECKMAN RD
22-003157	2/8	25800 SW CANYON CREEK RD
22-003637	2/13	SW MILEY RD / NE AIRPORT RD
22-004320	2/21	SW BOONES FERRY RD / SW BARBER ST



From The Director's Office:

A new river overlook area, accessible loop trail and river front trail have been constructed in Arrowhead Creek Park as part of the Raw Water Facility (RWF_1.0). These amenities were funded by the Willamette Water Supply System (WWSS) as a consideration to the City of Wilsonville in connection with the RWF_1.0 project.

The vision for these new attractions is to provide the community with an immersive experience in the mature riverbank forest, with wide filtered views of the Willamette River.

The upper overlook incorporates basalt stone veneer walls and boulders used elsewhere in the park along the outer wall of the water treatment plant. Two cylindrical seating areas give scale to the size of the water pipe transporting raw water from the river to the WWSS treatment plant in Sherwood. Benches and trash receptacles have been placed at the west and upper overlooks to provide an inviting location to rest and enjoy the views.

Perspective drawings and photos of completed work on page 8 & 9 of this report.



Best Regards,
Delora Kerber, Public Works Director

Facilities

Big Changes at Town Center Park

The Facilities team disassembled the bus shelter at the SMART stop near the Parks Admin building in anticipation of installing a repurposed shelter at this location. Staff used the backhoe to remove the structure, place it on a trailer and secured it for transport.



Disassembling the shelter



Securing to the backhoe

After the concrete work is completed, a “new” shelter will be installed. That shelter structure may seem familiar to SMART transit riders —it was one of two designed by local Wilsonville artists Jesse Swickward and Laurel Marie Hagner which have sheltered riders from the elements at Wilsonville Transit Center for years. Both feature colorful stained glass and whimsical metal sculpted elements. Last fall, Facilities relocated the other shelter to the bus stop at Graham Oaks Nature Park.



Loaded and ready to go



A sneak preview!

Facilities cont.

Mural Installation at the Kiva Building

Facilities had another art-related project: installing a mural in the Kiva meeting space. The mural by artist Hector Hernandez featuring native flowers, local wildlife and familiar Wilsonville landmarks was previously located in the Parks Admin building. The mural was moved to make room for the future Korean War Memorial Interpretive Center, the two other murals from the Park Admin building will be relocated to other City facilities.



Eyewash Station Checks

One of the less 'glamorous' tasks completed this month included routine eyewash station maintenance. Eyewash stations are used when employees are exposed to injurious material and they need to have a quick flushing of the eye to remove the material. Stations are inspected regularly and requires annual servicing to ensure proper operation. In addition to making sure that the jets are working, the station is checked for leaks and any obstructions are removed to give clear access.



Utilities—Wastewater

Welcome Aboard, Tim!

Tim is joining the team as a Utilities Maintenance Specialist and will primarily be working with the sewer crew cleaning mainlines, assisting with repairs and conducting CCTV inspection tasks. He has spent the last 5 years working for the City of Hubbard Public Works department as a jack of all trades. Prior to working for the City of Hubbard, Tim worked in the oil industry in South Dakota and as a firefighter. We are glad to add his well rounded skillset to our crew!

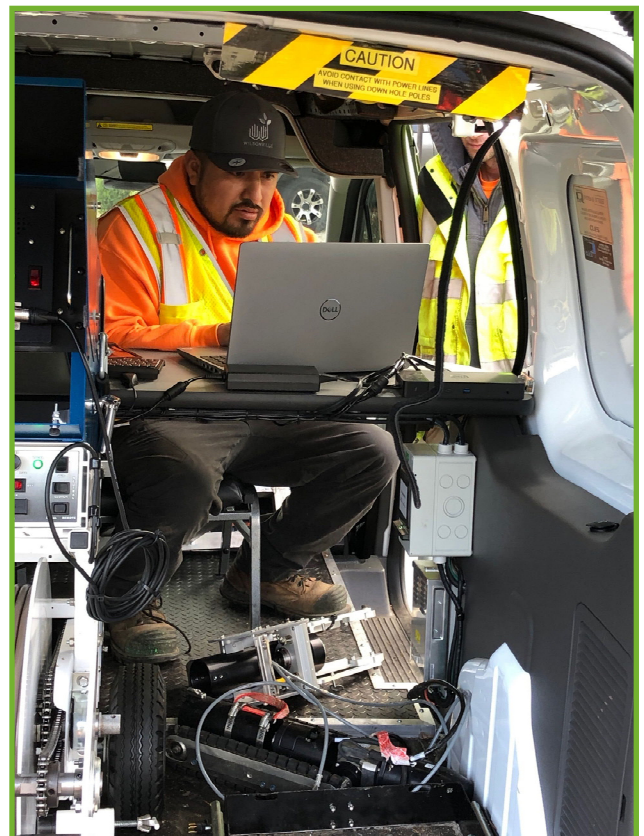


Timothy Steele

Keeping the Sewers Flowing

The Wastewater crew continues to perform routine sewer main cleaning and CCTV inspections. The crew tackled manhole repairs, sealing out infiltration and smoothing out channels to ensure everything continues to flow towards the treatment plant without any restrictions.

The crew also assisted Engineering with some utility locate requests at the Charbonneau lift station, collecting data for planning of the rehab project of the facility. They also assisted a consultant with gaining access to the air release valve on the I-5 Bridge to evaluate the condition of the force main.



David working in the CCTV van

Utilities—Water

Welcome, Randal!

Randal is joining the team as a Water Distribution Technician. He will be working with the crew conducting preventative maintenance on the distribution system and water related customer service in the field. He previously worked for the Rivergrove Water District, Rockwood Water District, and Metereaders LLC as a meter reader. We are excited to utilize Randal's water distribution experience.



Randal Magnuson

Over 250 Hydrants Inspections

The Water crew wrapped up the annual hydrant inspections this month. Our hydrant inspection program aims to inspect 20% of the hydrants in the system each year. The section of the city that was inspected this year included 253 hydrants that were evaluated for structure and operation. All deficiencies that were identified were addressed.

The crew also completed utility locate requests and investigated high consumption residential meters. They performed an annual inspection of the reservoirs to make sure all of the vent screens are in place and that flapper valves on the overflows are functioning properly.



Hydrant inspection



Checking a residential meter

Roads & Stormwater

Manhole Repairs

The Roads, Stormwater and Wastewater crews have teamed up to get some big projects tackled, including repairing a sewer manhole on Wilsonville Road. To prep the site, the old concrete needed to be removed, which required breaking it up with a jackhammer and then manually removing the debris. After removing the manhole cover and ring, new concrete was installed and the manhole was reassembled and sealed.



Removing the manhole and concrete collar



Setting the new metal ring in place



Smoothing the concrete at the top of the manhole



Finished project ready for traffic

Roads & Stormwater cont.

Pothole Repair on Wilsonville Road

Staff completed pothole repairs on Wilsonville Road near Rose Lane. A section of the pavement around the pothole was cut out with a saw and the old material was broken up with a jackhammer. After manually removing the debris, the hole was filled and sealed with cold patch asphalt. This material is used during the cold and wet months to restore a driving surface until more permanent repairs can be completed when the weather is warmer and drier.



Removing the old asphalt



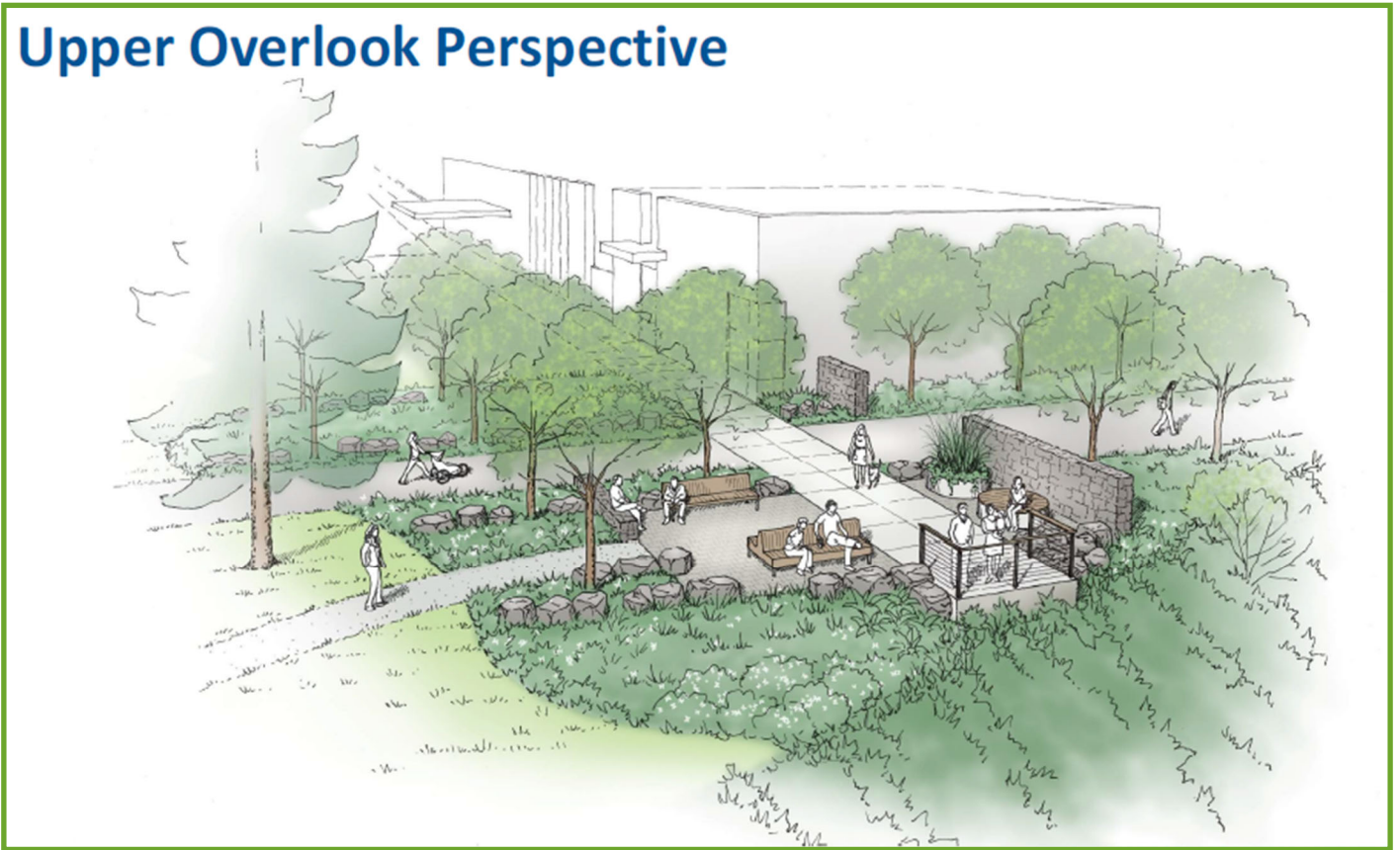
Installing the new asphalt



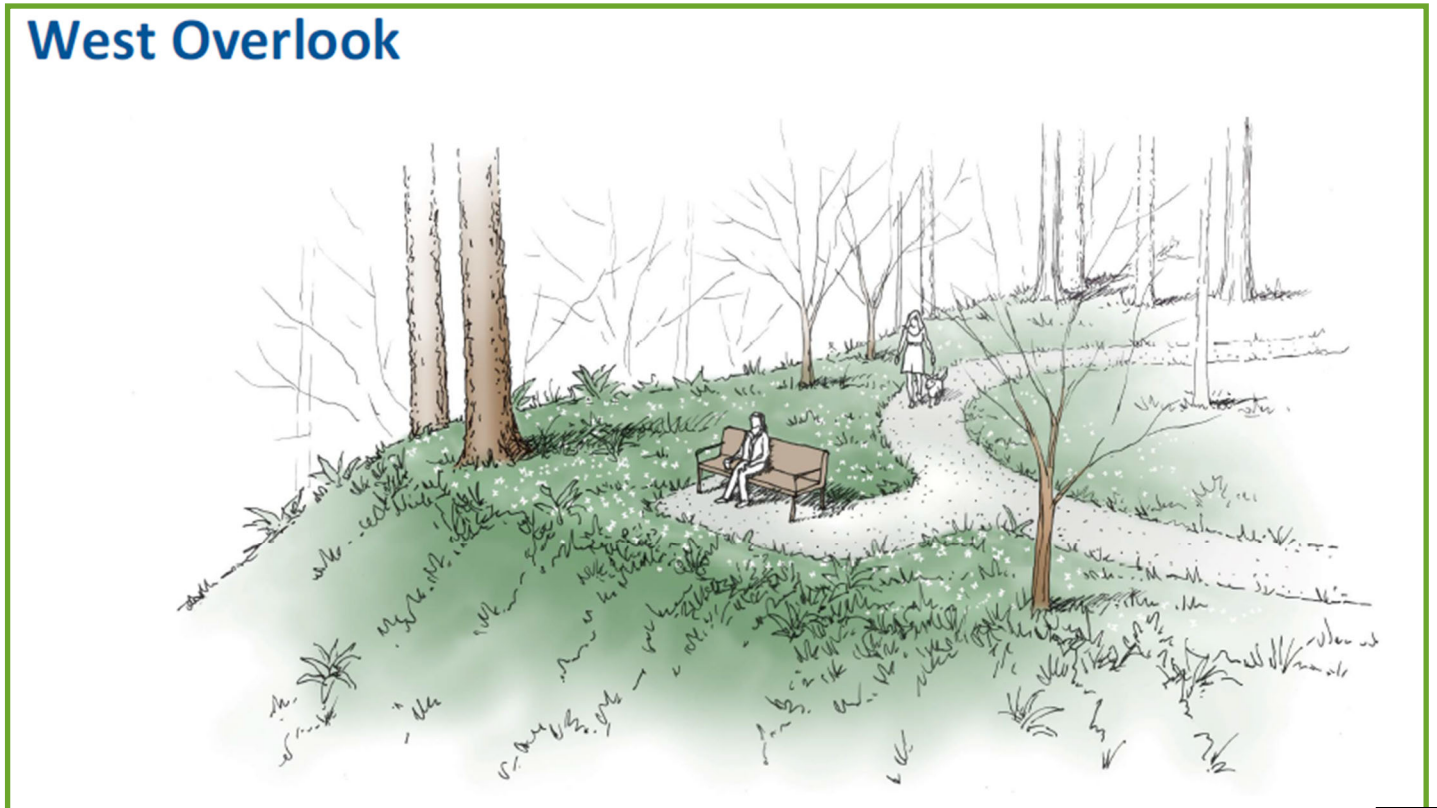
Patched and ready to be driven on

From the Director's Office, continued from page 1

Upper Overlook Perspective



West Overlook



From the Director's Office, continued from page 1



Looking towards the river from the upper overlook



Cylindrical seating area– reflecting the pipe size



Path down to the water front overlook



Seating area at the upper overlook

SMART

SOUTH METRO AREA REGIONAL TRANSIT

February 2022 Report



“Too often we...enjoy the comfort of opinion without the discomfort of thought.” The words of John Fitzgerald Kennedy. A profound statement from an erudite of a bygone time; a time that began with the assassination of a president and ended with the silencing of a dreamer. I guess evil is as evil does. However, I am convinced that slaying the messenger does little to extinguish the message. Whether Lincoln’s unambiguous proclamation – “Government of the people, by the people, for the people, shall not perish from Earth,” or Kennedy’s targeted challenge to us all - ‘Ask not what your country can do for you – ask what you can do for your country,’ or King’s thought-provoking assertion that there exists “a certain kind of fire that no water can put out,” the message shall never die. Just a little February fuel for thought.

Dwight Brashear
Transit Director



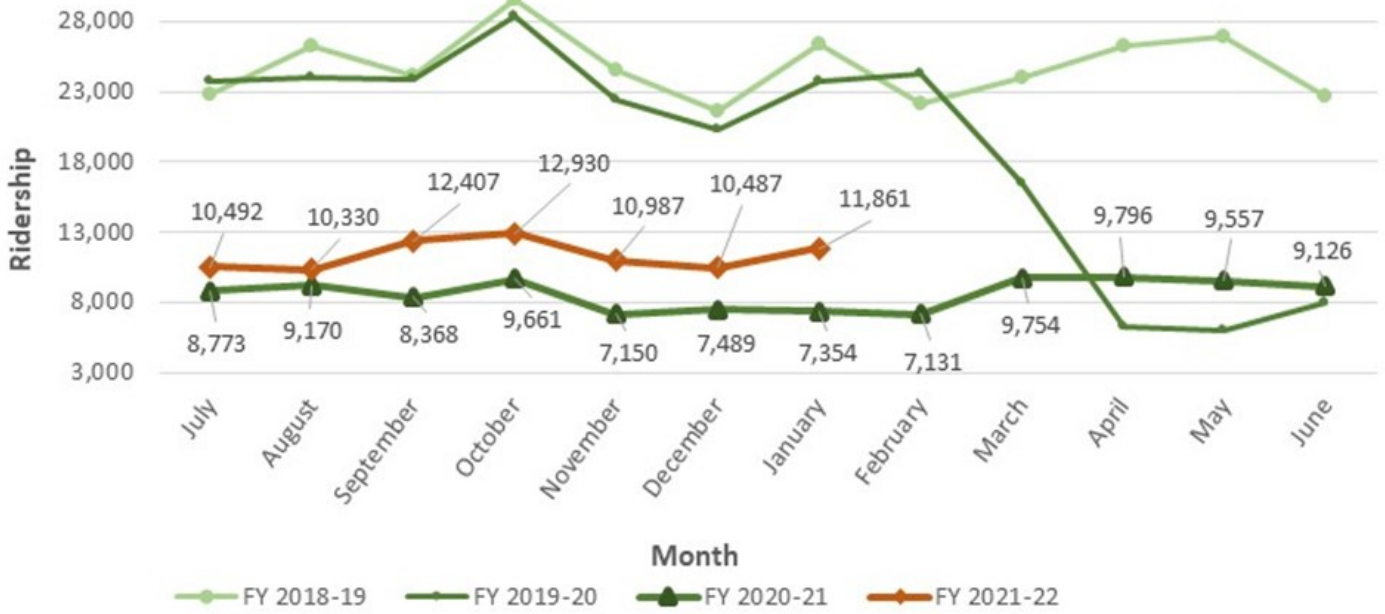
Fleet Services – **Scott Simonton** Fleet Services Manager

Construction and installation of a third Proterra charger has been completed. This equipment will support the deployment of SMART's new 35' electric bus. This unit is a 90kW charger, which is an upgrade from our existing 60kW units, resulting in faster charging times. This project also included preparations, in the form of concrete and conduits, for the future installation of a fourth charger.



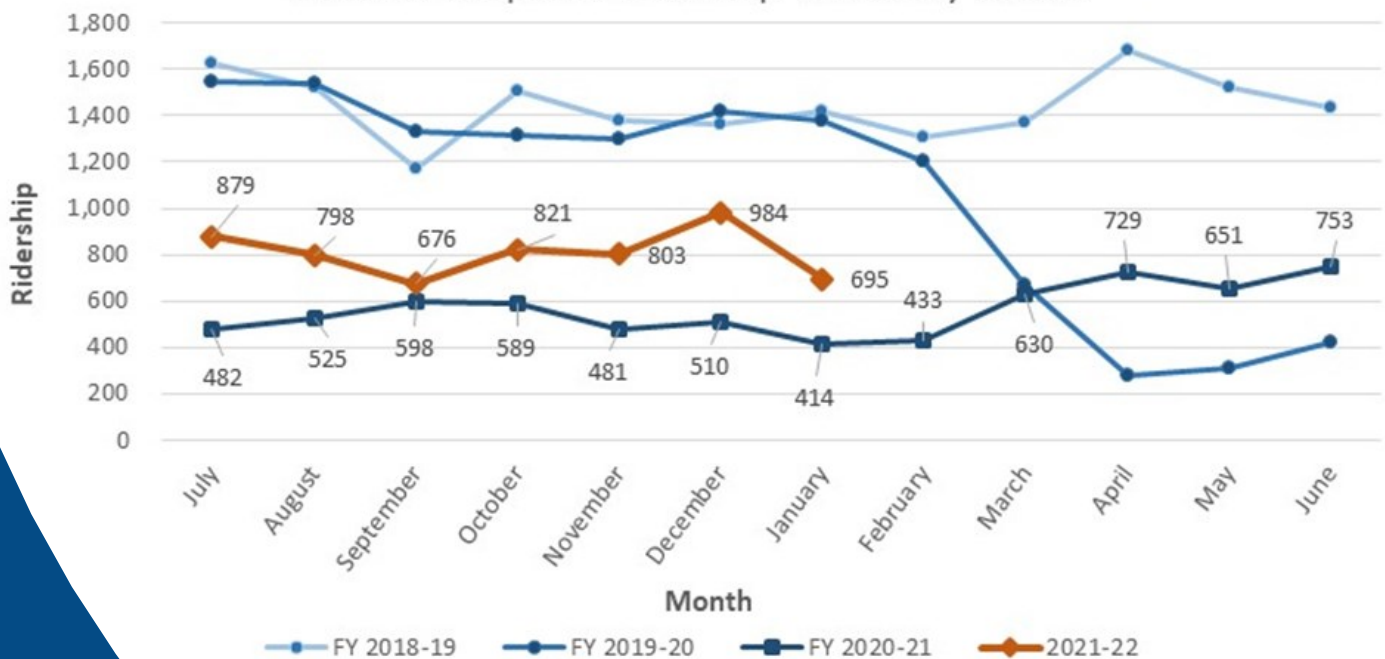
Operations - Eric Loomis Operations Manager

Fixed Route Ridership Trends by Month



Ridership for January 2022 continues the trend of increased ridership over the same period last year with a 61% increase in fixed route ridership and 68% increase in Dial-a-Ride. Ridership is now approximately 50% of pre-COVID 19 pandemic levels.

Demand Response Ridership Trends by Month



Now Hiring

SMART

SOUTH METRO AREA REGIONAL TRANSIT

No experience required

Get paid while you train!

Excellent pay and benefits

Apply at: RideSMART.com/apply

-  **No CDL needed**
-  **Great benefits**
-  **Hiring Bonus**
-  **COVID-19 safeguards**



In February, new Federal Motor Carrier Safety Administration (FMCSA) requirements were implemented in a program called Entry-Level Driver Training (ELDT). The ELDT program was mandated by MAP-21 in 2016 and sets federal standards with minimum training requirements for entry-level drivers. The new program requires entry-level drivers to complete Commercial Driver License (CDL) training through a registered training provider before receiving certification.

SMART, representing the City of Wilsonville, has registered as a certified training provider and will continue to

offer our training program to entry-level drivers at SMART and the City of Wilsonville where their job requires it. Our training program at SMART already included the topics required for both theory (classroom) and behind-the-wheel training. We continually update our training manuals to include industry best practices with a strong focus on safe operating procedures. Our supervisors have all been certified in several courses offered by USDOT’s Transportation Safety Institute, including the Instructors Course in Bus Operator Training. As it becomes more restrictive to acquire a CDL, I see this as an opportunity to hire and retain reliable employees that will allow us to continue serving the community we revere.

Info and Dial a Ride
503 682 7790
www.rideSMART.com

Grants & Program Manager - Kelsey Lewis

As winter begins to ease, we are taking this time to close out old grants, participate in training, and make room for new projects and programs. Staff has been gauging interest in the school community to restart walking and biking programs, as well as planning ahead for public engagement and surveying as part of the Transit Master Plan update.

As planning progresses on the Transit Oriented Development (TOD) at Wilsonville Transit Center, we are also preparing to apply for

funding for a SMART customer service center on-site. We want to assist future residents at the TOD facility take full advantage of SMART transit services.



**Transportation Options - Michelle Marston
Program Coordinator**

In February, the Oregon Safe Routes to School (SRTS) group created a new activity– a Winter Walk & Roll day – Feb 23.

Through annual statewide Oregon SRTS surveys, local Walk+Roll coordinators across the state have expressed how a simple one-day event has led to great changes such as long-term walking and bicycling programs, new sidewalks and pathways, and needed policy changes at schools and in communities. Improvements that normally take a long time to institute can happen quickly when city officials walk or bicycle to school with students and see firsthand what needs to be done.

Winter Walk to School Day encourages kids to walk+roll to school all year round!

Wilsonville schools were encouraged to celebrate on February 23rd, 2022 or all winter long. Practicing active transportation as a kid, will hopefully change habits as they grow into adults.

