



CITY COUNCIL AGENDA

November 06, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

PARTICIPANTS MAY ATTEND THE MEETING AT:

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

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

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

TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

Register with the City Recorder:

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

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

City Recorder - Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

CITY COUNCIL MISSION STATEMENT

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

REVIEW OF AGENDA AND ITEMS ON CONSENT [5:00 PM]

COUNCILORS' CONCERNS [5:05 PM]

PRE-COUNCIL WORK SESSION [5:10 PM]

- A. [Wastewater Treatment Plant Master Plan Update \(Nacrelli\) \[20 min.\]](#)
- B. [Stormwater Master Plan Update – Executive Summary and CIP \(Rappold\) \[30 min.\]](#)
- C. [Frog Pond East and South Development Code \(Pauly\) \[30 min.\]](#)
- D. Boones Ferry Park Projects Update (Schull/Morse) [20 min.]

ADJOURN [6:50 PM]

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, November 6, 2023 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on October 17, 2023. Remonstrances and other

documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

CALL TO ORDER [7:00 PM]

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

MAYOR'S BUSINESS [7:05 PM]

4. [Upcoming Meetings](#)

COMMUNICATIONS [7:10 PM]

5. Metro Coffee Creek Wetland Project (*Metro/Schull/Rappold*) [15 min.]

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:25 PM]

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

6. Citizen Input

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [7:35 PM]

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

CONSENT AGENDA [7:55 PM]

11. [Resolution No. 3088](#)

[A Resolution Of The City Of Wilsonville Approving A Construction Contract With Romtec, Inc. For The Boones Ferry Restroom Construction Project. \(Morse\)](#)

12. [Resolution No. 3089](#)

[A Resolution Of The City Of Wilsonville Approving A Construction Contract With Buell Recreation LLC For The Boones Ferry Playground Project. \(Schull\)](#)

13. **Resolution No. 3090**

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Master Services Agreement With OpenGov, Inc. For Asset Management Software Services. \(Kerber\)](#)

14. **Resolution No. 3092**

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Century West Engineering For Engineering Consulting Services For The 2024 Street Maintenance Project \(Capital Improvement Project No. 4014, 4118, 4725\). \(Rauthause\)](#)

15. **Resolution No. 3093**

[A Resolution Of The City Of Wilsonville Accepting The Jurisdictional Surrender For A Portion Of SW Stafford Road And SW Frog Pond Lane By Clackamas County Pursuant To Oregon Revised Statute 373.270. \(Weigel\)](#)

16. **Minutes of the October 16, 2023 City Council Meeting. (Veliz)**

NEW BUSINESS [8:00 PM]

17. **Resolution No. 3081**

[A Resolution Of The City Of Wilsonville Approving The City Of Wilsonville Public Art Policy And Guidelines. \(Valentine\) \[10 min.\]](#)

18. **Resolution No. 3083**

[A Resolution Of The City Of Wilsonville Adopting The Arts, Culture, And Heritage Commission \(ACHC\) FY 2023/24 Five-Year Action Plan And Annual One-Year Implementation Plan. \(Valentine\) \[10 min.\]](#)

19. **Resolution No. 3091**

[A Resolution Of The City Of Wilsonville Adopting The Findings And Recommendations Of The "Solid Waste Collection Rate Report, October 2023" And Modifying The Current Republic Services Rate Schedule For Collection And Disposal Of Solid Waste, Recyclables, Organic Materials And Other Materials, Effective January 1, 2024. \(Ottenad\) \[10 min.\]](#)

CONTINUING BUSINESS [8:30 PM]

PUBLIC HEARING [8:30 PM]

20. **Ordinance No. 883 (Non-Land Use Legislative Hearing)**

[An Ordinance Of The City Of Wilsonville Adopting A Franchise Agreement For Solid Waste Management And Collection Within The City And Repealing Ordinance No. 814. \(Guile-Hinman/Davidson\)](#)

CITY MANAGER’S BUSINESS [8:50 PM]

LEGAL BUSINESS [8:55 PM]

ADJOURN [9:00 PM]

INFORMATIONAL ITEMS – No Council Action Necessary

[Proclamation](#)

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

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: November 6, 2023		Subject: Wastewater Treatment Plant Master Plan Update	
		Staff Member: Mike Nacrelli, Senior Civil Engineer	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: Review Wastewater Treatment Plant Master Plan updates and provide feedback on the recommended capital improvement plan.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Strategy 1. Develop an Infrastructure resilience plan and reprioritize/ fund recommended projects.	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

The project team will provide an update on the additional analysis included in the Wastewater Treatment Plant (WWTP) Master Plan and the proposed changes made since the previous Council discussion on August 1, 2022.

EXECUTIVE SUMMARY:

The City of Wilsonville (City) Wastewater Treatment Plant (WWTP) Master Plan (the Plan) has been developed to satisfy requirements associated with the State of Oregon Department of Environmental Quality (DEQ) guidance document entitled “Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities.” To accommodate future flows and loads, projections were developed based on population projections and referencing WWTP historical data and DEQ wet weather project methodologies. Similarly, to accommodate future water quality regulations, the Plan is adaptive and considers potential future regulatory changes.

The City prepared the Plan with the goal of developing a capital plan that identifies improvements required through the planning period (today through 2045) to comply with requirements of the WWTP National Pollutant Discharge Elimination System (NPDES) permit and potential future regulatory requirements, while accommodating growth identified in the City of Wilsonville Comprehensive Plan (October 2018, updated June 2020). These improvements are designed to provide the best value to the City’s ratepayers by maximizing the use of existing infrastructure and improving system operation while continuing to protect water quality and human health and supporting economic development, consistent with goals and policies contained in the Comprehensive Plan and 2023-2025 City Council Goals.

The City’s WWTP was originally built in 1971 and discharges treated effluent to the Willamette River. The WWTP underwent major upgrades in 2014 to expand the average dry weather capacity to four million gallons per day (mgd) to accommodate the City’s continued growth. The WWTP processes include headworks screening and grit removal facilities, aeration basins, stabilization basins, secondary clarifiers, biosolids processing, cloth filtration, and disinfection processes. Additionally, the City contracts with Jacobs for operation of the wastewater treatment plant, located at 9275 Southwest Tauchman Road.

This Plan identifies needed capital improvements within the planning period, taking into consideration:

- The age and condition of existing process equipment and structures,
- Growth in demand for sewer service due to increased population and economic development over the planning period,
- Potential changes to water quality regulations impacting process needs in order to meet effluent limitations and discharge prohibitions imposed by the Oregon Department of Environmental Quality (DEQ), and
- Consistency with the 2018 Comprehensive Plan and City Council 2023-2025 Strategy 1.

Plan Updates

Since the previous Council Work Session on August 1, 2022 growth projections have been updated to an assumed 2.9% annual population increase, consistent with recent planning documents adopted by the City, including the Wastewater Collection System Master Plan (November 2014), the Willamette River Water Treatment Plan Master Plan Update (March 2018), and the Basalt Creek Concept Plan (August 2018). In addition, the wastewater flow and load projections for biochemical oxygen demand (BOD) and total suspended solids (TSS) have been

further updated to account for increases in industrial discharges, as allowed under existing permits. The project team also performed a more in depth seismic and resiliency analysis of the wastewater treatment plant facilities to address the City Council 2023-2025 goal to develop an infrastructure resilience plan and reprioritize/ fund recommended projects. These changes result in a higher level of capital investment over the planning period than previously reported, as reflected in the table below.

Project Description	Timeframe	Cost*
Dewatering Performance Optimization	2025	\$150,000
Fiber Optic Conduit Addition	2025	\$60,000
UV System Improvement	2026	\$1,705,000
Seismic Improvements	2026	\$1,082,000
New Aeration Basin and Blower	2025 – 2027	\$10,222,000
Replace Secondary Clarifier Mechanisms	2026 - 2027	\$1,775,000
Membrane Bioreactor (MBR) Phase 1 (includes new blower, fine screens, electrical and hydraulic upgrades)	2028 – 2030	\$69,727,000
New Solids Dryer	2031 – 2033	\$17,130,000
Thickening and Dewatering Improvements	2031 – 2033	\$3,701,000
New Cooling Tower	2037 – 2038	\$642,000
MBR Phase 2 (includes new blower)	2037 – 2038	\$2,330,000
UV Equipment Replacement	2039 – 2040	\$2,571,000
Outfall Upsizing	2039 – 2040	\$1,244,000
MBR Phase 3 (includes 2 new blowers)	2042 – 2043	\$8,117,000
Total		\$120,456,000
*Costs are shown in 2023 dollars and include 25% for engineering, legal, and administration.		

The most significant impact to the required level of capital investment is the need for membrane bioreactor (MBR) facilities. These are state-of-the-art, compact facilities that provide a high level of treatment. Due to the limited amount of space available at the existing WWTP site, MBR facilities are the most feasible means of providing the necessary treatment to accommodate build out of the Wilsonville urban reserve areas.

EXPECTED RESULTS:

The Plan includes a list of recommended capital improvements, along with an anticipated schedule for completion and preliminary cost estimates. The total estimated amount of capital investment over the planning period is approximately \$120 million, of which \$15 million is anticipated in the next five (5) years. The recommended capital improvements will provide the basis for an analysis of sewer rates and system development charges (SDCs) that are necessary to adequately fund the upgrades needed to meet the projected growth.

TIMELINE:

The project team will incorporate feedback received by both the Planning Commission (October 11, 2023 Work Session) and the City Council (November 6, 2023 Work Session) into the Plan.

Currently, a public hearing for the Plan adoption recommendation by the Planning Commission is scheduled for December 13, 2023. A public hearing before City Council for the Plan adoption is anticipated in January 2024.

CURRENT YEAR BUDGET IMPACTS:

The amended fiscal year 2023 -2024 Budget for capital improvement project (CIP) #2104, Wastewater Treatment Plant Master Plan, includes \$130,000 in sewer operations and system development charge funds. The remaining budget is sufficient to complete the remaining work to update and adopt the Plan.

COMMUNITY INVOLVEMENT PROCESS:

A virtual town hall meeting to present the findings of the Plan and solicit public input was held in September 2022 and posted on the City's online calendar and Let's Talk Wilsonville page, where a project overview and periodic updates to the Executive Summary have also been posted. In addition, draft versions of the Executive Summary have been sent to the ten (10) largest industrial customers for review and comment. The public hearings listed above will provide further opportunity for public input. The forthcoming Sewer System Rate Study and SDC Update will also include a public engagement process with outreach to utility customers and the development community.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

A technically and financially sound plan for providing reliable wastewater treatment, capacity to accommodate future development, and compliance with environmental regulations.

ALTERNATIVES:

The project team considered and evaluated numerous technologies and alternatives to provide the needed wastewater treatment plant capacity to meet future demands and recommend a capital improvement program that implements the needed improvements in a way that is efficient and cost effective.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Wastewater Treatment Plant Master Plan Draft Executive Summary (dated October 2023)

EXHIBIT A

EXECUTIVE SUMMARY

This new City of Wilsonville (City) Wastewater Treatment Plant (WWTP) Master Plan (the Plan) has been developed to satisfy requirements associated with the State of Oregon Department of Environmental Quality (DEQ) guidance document entitled “Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities.” To accommodate future flows and loads, projections were developed based on population projections and referencing WWTP historical data and DEQ wet weather projection methodologies. Similarly, to accommodate future water quality regulations, the Plan is adaptive and considers potential future regulatory changes.

The City prepared the Plan with the goal of developing a capital plan that identifies improvements required through the planning period (today through 2045) to comply with requirements of the WWTP National Pollutant Discharge Elimination System (NPDES) permit and potential future regulatory requirements, while accommodating growth identified in the City of Wilsonville Comprehensive Plan (October 2018, updated June 2020 - the 2018 Comprehensive Plan). These improvements are designed to provide the best value to the City’s ratepayers by maximizing the use of existing infrastructure and improving system operation while continuing to protect water quality and human health and supporting economic development, consistent with goals and policies contained in the 2018 Comprehensive Plan and 2021-2023 City Council Goals.

The City’s WWTP was originally built in the early 1970’s and discharges treated effluent to the Willamette River. The WWTP underwent major upgrades in 2014 to expand the average dry weather capacity to four million gallons per day (mgd) to accommodate the City’s continued growth. The WWTP processes include headworks screening and grit removal facilities, aeration basins, stabilization basins, secondary clarifiers, biosolids processing, cloth filtration, and disinfection processes. Additionally, the City contracts with Jacobs for operation of the WWTP, located at 9275 Southwest Tauchman Road.

This Plan identifies improvements taking into consideration:

- The age and condition of existing process equipment and structures,
- Growth in demand for sewer service due to increased population and economic development over the planning period,
- Potential changes to water quality regulations impacting process needs in order to meet effluent limitations and discharge prohibitions imposed by DEQ,
- City of Wilsonville Wastewater Collection System Master Plan (2014, MSA), and
- Consistency with the 2018 Comprehensive Plan and City Council 2023-2025 Strategy 1.

ES.1 Planning Area Characteristics

Chapter 1 summarizes the City's wastewater service area characteristics relevant to assessing WWTP facility needs. The planning area considered by this Plan is consistent with the City's 2014 Collection System Master Plan and 2018 Comprehensive Plan including the urban growth boundary (UGB). The Basalt Creek Concept Plan, adopted in 2018, resulted in a modification of the future boundary between the cities of Tualatin and Wilsonville relative to the 2014 Wastewater Collection System Master Plan (CSMP). This decision is reflected in Figure ES.1, which shows the Study Area Boundary as analyzed in the 2014 CSMP, with the portion likely to annex to Tualatin now shown outside the current Study Area Boundary.

The northern portion of the City of Wilsonville is located within Washington County, and the majority of the City lies in the southwestern part of Clackamas County.

The City sits within the jurisdictional boundaries of Metro, the regional government for the Portland metropolitan area. By state law, Metro is responsible for establishing the Portland metropolitan area's UGB, which includes Wilsonville. Land uses and densities inside the UGB require urban services such as police and fire protection, roads, schools, and water and sewer systems. A figure of the City's existing land use is presented in Chapter 1. Also presented in

Chapter 1 are the City's physical characteristics, water resources, and population and employment information, which are all significant factors in planning for wastewater conveyance and treatment facilities.

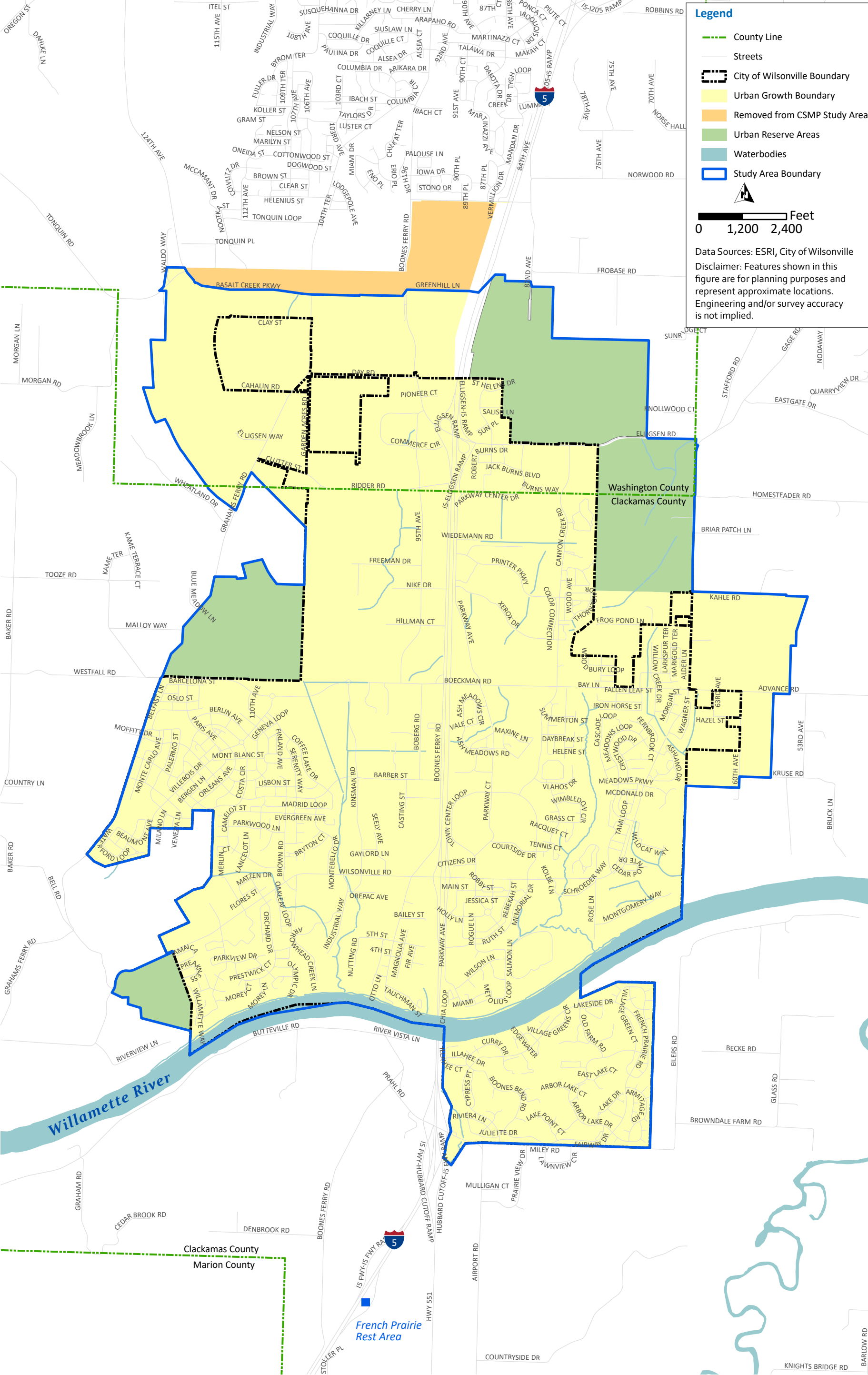


Figure ES.1 Planning Area

The Portland State University Population Research Center (PSU PRC) publishes annual estimates of populations for the previous year for cities in Oregon while Metro develops population projections for the future within the Portland metropolitan area, including Wilsonville. The PSU PRC estimated the City's population as 27,414 in 2022.

The historical per capita flow and loads presented in this master plan are based on the PSU PRC certified population estimates while future flow and load projections are based on the CSMP estimates to maintain consistency with prior water and sewer enterprise planning (with the slight modification to exclude the portion of the Basalt Creek Planning Area (BCPA) mentioned above). Figure ES.2 details the current population along with the historical population and growth expected for the City using the CSMP projections. As is shown in Figure ES.2, the WSMP (2003) assumption of a 2.9 percent growth rate lines up well with the PSU PRC and US census data for the years 2010 through 2022. Current and future population are described in greater detail in Chapter 3.

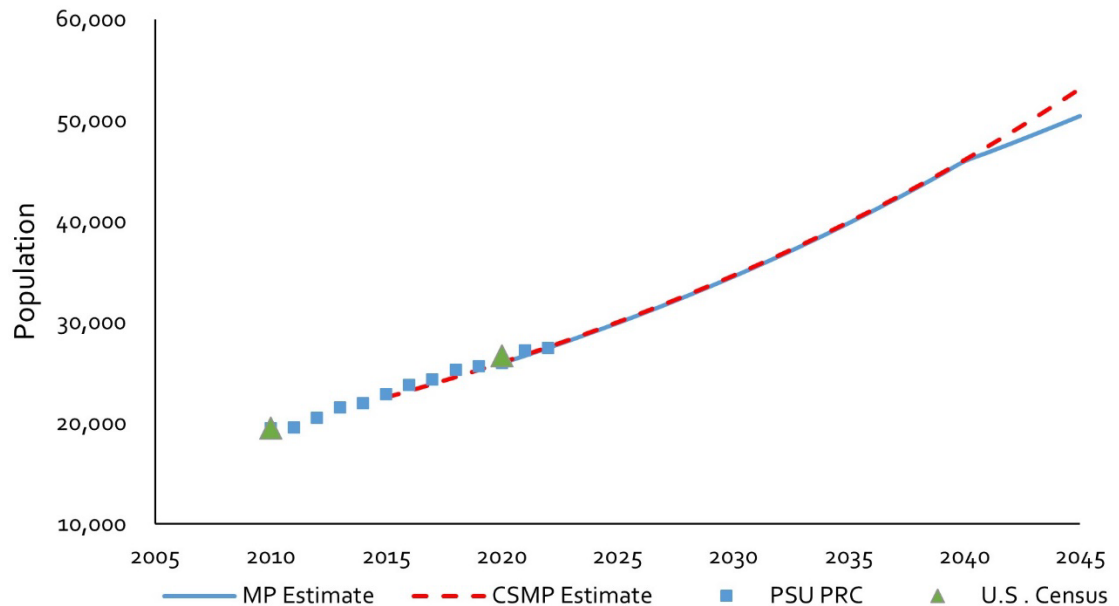


Figure ES.2 Historical Population and Expected Growth for the City of Wilsonville

ES.2 WWTP Condition Assessment

Carollo Engineers, Inc. (Carollo) reviewed prior condition assessments performed by others, conducted geotechnical investigations and performed seismic assessments at the WWTP in the course of Plan development.

In 2019, Jacobs Engineering Group Inc. (Jacobs) and Brown and Caldwell both completed condition assessments at the City's WWTP. A total of 322 major assets (per Jacobs' report), including process and mechanical equipment, motors and drives, control panels, generators, instrumentation, and structures, were examined for a variety of conditions that may signify their need for maintenance or replacement. Chapter 2 presents a summary of critical assets that require short term rehabilitation or replacement, as well as a list of assets that are less critical to operations, or have minor condition issues, but may be included in a short-term improvements project or a task order for Jacobs operations personnel. Table ES.1 displays the condition driven rehabilitation or replacement projects from Chapter 2 that were included in the recommended Capital Improvement Plan (CIP) in Chapter 7. The City undertook an updated assessment of WWTP condition in the summer of 2023. The 2023 assessment did not identify additional issues requiring significant capital outlays compared to the 2019 assessments.

Table ES.1 CIP Condition Driven Replacement Projects

Asset	Description
Trojan UV 4000 System	While only used as a backup to the Suez UV system, the Trojan system's HMI has errors that prevent it from showing the status of the lamps in module 3. Since it is used infrequently, the system's condition is largely unknown. After review of the 2019 condition assessment reports and discussion with the City and Jacobs staff, it was concluded that the UV 4000 unit must be replaced.
Secondary Clarifiers No. 1 and No. 2	Ovivo completed a field review of the plant's secondary clarifiers No. 1 and No. 2 in April 2022. Although both units were operational, repairs were identified to improve the operation of the clarifiers. The recommended repairs include drive controls for both units, new skimmers for both units, squeegees for both tanks rake arms, EDI chains, one motor and reducer assembly, one skimmer arm assembly, and new secondary clarifier mechanisms.

Notes:

Abbreviations: EDI - electronic data interchange; HMI - human-machine interface; No. - number; UV - ultraviolet.

ES.3 Seismic Analysis

In 2021, Carollo performed a seismic evaluation and analysis of the City's WWTP as part of the overall plant condition assessment. Because the WWTP was substantially upgraded and expanded in 2014, most of its infrastructure is designed in accordance with the 2010 Oregon Structural Specialty Code (OSSC) and follows modern seismic design and detailing. During Tier 1 evaluations, Carollo identified potential deficiencies and areas for additional investigation. A Tier 1 seismic analysis is an initial evaluation performed to identify any potential deficiencies, whether structural or non-structural, in a building based on the performance of other similar buildings in past earthquakes. Subsequent to the Tier 1 analysis, a more detailed seismic evaluation of five older and potentially seismically vulnerable structures on the WWTP site was conducted. Those structures receiving a more detailed evaluation included the following:

- Operations Building.
- Process Gallery.
- Workshop.
- Aeration Basins and Stabilization Basins.
- Sludge Storage Basins and Biofilter.

The five potentially vulnerable structures were compared against an S-4 Limited Safety structural performance level and N-B Position Retention non-structural performance level for an M9.0 Cascadia Seismic Zone (CSZ) earthquake. The M9.0 CSZ is reflective of a catastrophic natural disaster event that has an estimated 35 percent likelihood of occurring within the next 50 years. Following the Tier 1 evaluation, Carollo began Tier 2 evaluations for a select number of identified deficiencies. Although none of the structures showed significant irregularities, the team did identify seismic deficiencies. The recommended seismic retrofits are included in the CIP for this Plan.

Prior to the 2021 seismic evaluation, Carollo's subconsultant, Northwest Geotech, Inc. (NGI), completed a seismic response and geologic hazards assessment of the City's WWTP. Through past and present site investigations and engineering analyses, NGI determined that the native soils beneath the site's granular pit backfill have low risk of liquefaction and its slopes do not pose undue risk. NGI concluded that the WWTP's primary site hazard is the differential settlement that may be caused by soil piping (development of subsurface air-filled voids), which raises the risk of sinkholes forming beneath structures and pipelines. Soil piping usually develops in unsaturated soils when a water source percolates into the ground. While the site is mostly paved and stormwater is being collected, there may be areas where infiltration is occurring next to structures or below pipelines. In spring 2023, NGI performed a visual crack survey and mapped existing cracks at accessible structure floor and foundation stem wall locations. In addition, NGI completed a 50-foot boring utilizing a sonic drilling technique to assist in determining grouting conditions, prior maximum excavation depths, and fill materials present in the vicinity of secondary clarifier 3. Recommended actions from NGI to mitigate the risk of soil piping and considerations for new structure foundations are presented in Chapter 2.

ES.4 Wastewater Flow and Load Projections

Chapter 3 of the Plan evaluates the historical and projected wastewater flows and loads generated in the City of Wilsonville's service area. The load projections include total suspended solids (TSS), biochemical oxygen demand (BOD₅), ammonia (NH₃), and total phosphorous (TP) loads.

Service area, residential population, industrial contribution, and rainfall records were all considered in the flow and load projection analyses. Facility planning involves estimating rates of growth in wastewater generation within the service area which are unlikely to align precisely with the actual growth observed. During the planning period, City staff will need to assess service area growth at regular intervals and revisit the analysis presented in this Plan.

The City previously estimated population for build-out of their service area. These estimates were taken from the City's Collection System Master Plan (2014, MSA) and as assumed in that document, projected the UGB reaches build-out in 2045. Figure ES.2 details the historical population and growth expected for the City. In addition, the City service area boundary upon which 2045 UGB build-out projections were based on the 2014 CSMP, has been altered slightly to account for a portion of the Basalt Creek Planning Area (BCPA) which is now expected to annex to the City of Tualatin and therefore will not receive wastewater service from the City of Wilsonville. Figure ES.2 illustrates the 2014 UGB build-out population projections from the CSMP compared to those based on the modified service area boundary.

The flow and load projections presented in Chapter 3 are based on the Collection System Master Plan projections (with the slight modification to exclude the portion of the BCPA mentioned above).

A determination will need to be made whether projected flows and loads (which drive assessments of unit process capacity) are aligned with calendar projections presented in this plan and consider if conclusions presented regarding capacity and timing of recommended improvements remain valid. If not, adjustments to the plan will need to be undertaken to ensure sufficient capacity remains available to serve anticipated growth. As actual future wastewater generation rates may also be slightly different than the unit factors considered in this Plan, operations staff at the plant will need to be familiar with the flow and load triggers for planning and design of logical increments of treatment capacity presented in this plan. If growth rates are higher, the schedule for improvements in this plan will need to align with calendar dates presented herein. If growth occurs more slowly, the City will be able to phase WWTP improvements on a less aggressive schedule.

Analysis of flow projections were completed through two different methods: (1) analysis of historical plant records and (2) DEQ Guidelines for Making Wet-Weather and Peak Flow Projections for Sewage Treatment in Western Oregon, which is referred to as the DEQ methodology in this Plan. Since there is no DEQ methodology for load analysis, all projections were developed based on historical plant records. Figure ES.3 summarizes the measured and projected maximum month, peak day and peak hour flows. The projections for the remaining flow elements can be found in Chapter 3. As is shown in Figure ES.3, the peak hour flow is projected to exceed the peak hour flow of 16 mgd listed on the 2014 Improvements Drawings close to the year 2040. The projected 2045 peak hour flow is based on a 10-year (rather than a 5-year) design storm and does not account for storage or flow attenuation in the collection system. In 2023 the City undertook a hydraulic analysis of the WWTP concluding that certain elements will be deficient as the service area develops. This is discussed in greater detail in Chapter 4. This has important implications for facility improvement costs recommended in this Master Plan, which are based on estimates and projections of flows and loads which may not align with the timelines presented in this Master Plan. As such it is recommended the City perform additional evaluation of the WWTP and collection system, along with monitoring actual flows, to further evaluate whether future flow equalization can be achieved and whether recommended improvements at the WWTP will all be triggered within the planning period.

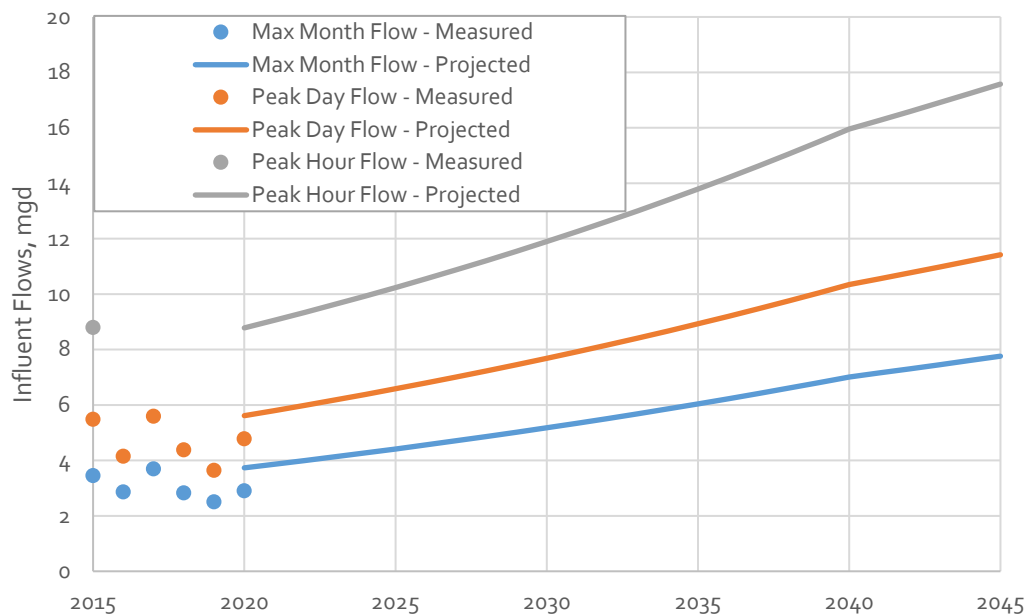


Figure ES.3 Flow Projection Summary

Load projections were calculated for influent TSS, BOD₅, NH₃, and TP. Figure ES.4 summarizes the measured and projected influent maximum month BOD and TSS loads. The projections for the remaining load elements can be found in Chapter 3.

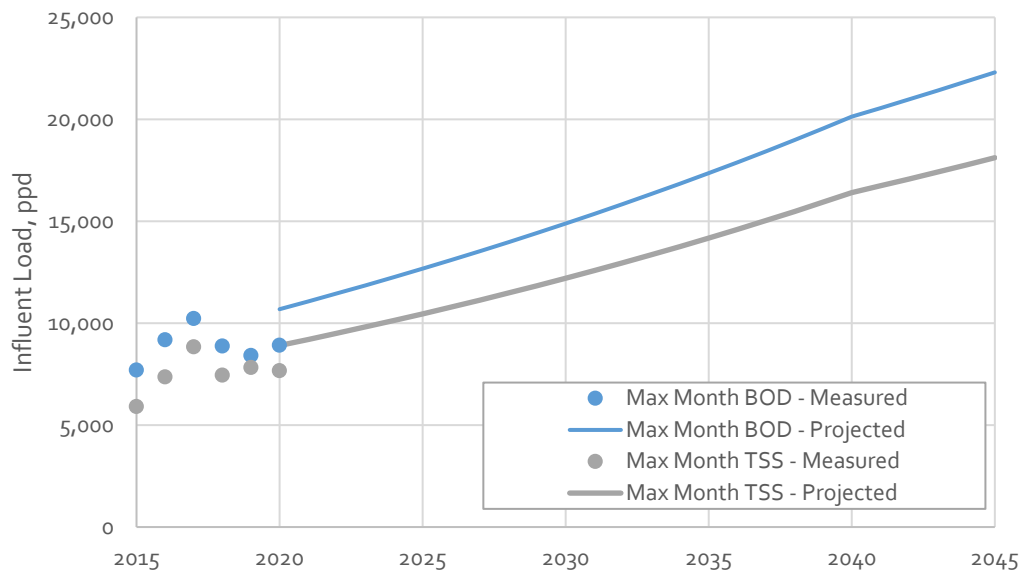


Figure ES.4 Load Projection Summary

The projected flows and loads developed in Chapter 3 were compared against the rated capacity for each of the WWTP's unit processes to determine whether expansion would be required within the planning period. The findings of this capacity analysis are discussed in the next section.

ES.5 Capacity Analysis

Summaries of plant process area capacity assessments and conclusions are presented in this Plan. These assessments focus on the need for improvements or upgrades to existing facilities to address capacity deficiencies identified in the course of Master Plan evaluations. A site plan of the City's existing WWTP is presented in Figure ES.5.

Chapter 4 identifies existing capacity ratings and deficiencies for the liquid and solids stream treatment processes at the City's WWTP. Analyses are based on operational practices in place at the time and existing effluent limits established by the WWTP's NPDES permit. Biological process modeling was performed using BioWin version 6.2 to predict plant performance under current and future flow and loading conditions to assess when unit process capacities may be exceeded within the planning period (present through 2045).

A summary of the capacity assessment completed using growth projections described in Section ES.1 is detailed below in Table ES.2. Chapter 4 presents the methodology and findings in greater detail.



- LEGEND:**
- 1 - DEWATERING & DRYING BUILDING
 - 2 - PROCESS GALLERY
 - 3 - SECONDARY CLARIFIER NO. 1
 - 4 - SECONDARY CLARIFIER NO. 2
 - 5 - UV DISINFECTION SYSTEM
 - 6 - WORKSHOP
 - 7 - SECONDARY PROCESS FACILITY
 - 8 - STABILIZATION BASIN
 - 9 - SLUDGE STORAGE BASINS AND BIOFILTERS
 - 10 - HEADWORKS
 - 11 - DISK FILTERS
 - 12 - COOLING TOWERS
 - 13 - W3 REUSE PUMP STATION
 - 14 - OPERATIONS BUILDING
 - 15 - SITE ENTRANCE

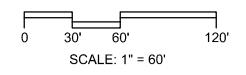


Figure ES.5
EXISTING WILSONVILLE WWTP
CITY OF WILSONVILLE

Table ES.2 Unit Process Capacity Assessment

Unit Process	Capacity Assessment
Preliminary Treatment	
Screening	There is sufficient hydraulic capacity with both mechanical screens operational to accommodate a PHF of 17.6 mgd. Hydraulic modeling conducted by Jacobs in 2023 indicates that hydraulically the influent screening can pass the projected PHF.
Grit Removal	The 2012 WWTP Improvement documents indicate a design capacity of 16 mgd for the vortex grit basin. However, Hydraulic modeling conducted by Jacobs in 2023 indicates that hydraulically, the grit removal system can pass a PHF of 17.6 mgd. At this flow rate the anticipated performance would be poor.
Secondary Treatment	
Secondary Treatment	Based on maximum week MLSS predicted from BioWin modeling at peak day flow with all clarifiers in service (and assuming a 5-day SRT), there is only sufficient capacity through 2027. Upsized process piping is expected to be necessary to convey flow from the headworks to the secondary process and to return activated sludge within the secondary process under future flow conditions
Aeration Blowers	The air demands of the secondary treatment process are projected to exceed the firm capacity of the aeration blowers under peak conditions by 2027.
Tertiary Treatment and Disinfection	
Disk Filters	The existing disk filter capacity is expected to be exceeded by 2032 with one unit out of service or in backwash mode based on effluent limitations included in the City’s DBO Contract with Jacobs. At this time the City expects to relax these contract limitations rather than invest in additional capacity.
Secondary Effluent Cooling Towers	The projected peak day flow during the months of June through September is expected to exceed the capacity of the colling tower by the year 2036.
UV Disinfection	The existing UV channels do not have adequate capacity to disinfect the 2045 PHF with all units in service. However, the firm capacity of the UV system is sufficient to treat the PDDWF through the year 2045 with one channel out of service. The City currently has an older UV unit in place as an emergency backup to the primary system. That backup unit is aging and the City plans replacement during the planning period. By the year 2040, the UV channels are expected to exceed their hydraulic capacity.
Outfall	Even with the Willamette River at its 100-year flood elevation, it is expected that the outfall pipeline can accommodate approximately 19 mgd before the UV channel effluent weirs are at risk of submergence upstream. Since this flow is well above the hydraulic capacity of the rest of the plant, no expansion will be needed until after 2045. ⁽¹⁾ Jacobs found that under projected 2045 PHF conditions certain process and effluent piping, including piping just upstream of the Willamette River outfall and diffuser system, may be hydraulically deficient. At PHF 17.6 mgd and assuming a 0.8 mgd recycle scenario the headworks screens and grit removal systems are expected to be unsubmerged. However, upsized outfall piping between MH-B and MH-D2 is expected to be necessary to convey flow from the headworks to the secondary process under these conditions
Solids Handling	
Gravity Belt Thickener	Assuming continuous operation, the capacity analysis results indicate adequate capacity for thickening the current and projected maximum week WAS loads with one unit out of service. These units are aging and the City plans replacement during the planning period.
TWAS Storage	The TWAS storage volume is sufficient to accommodate the expected maximum week solids loads for two days (assuming TWAS is thickened to 4 percent).
Dewatering Centrifuges	The rated capacity of the current centrifuges is sufficient to process the maximum week load with one unit out of service though 2042 assuming operating times of 24 hours per day for 7 days per week, per the criteria detailed in Chapter 4. ⁽²⁾ These units will reach the end of useful life during the planning period and the City plans replacement accordingly.
Biosolids Dryer and Solids Disposal	The capacity of the biosolids dryer is adequate for handling the current and projected max week solids loads (in year 2045) on the basis of its design evaporation rate, assuming dewatered cake is dried from 20 percent TS to 92 percent TS and the dryer is operated for 24 hour per day for 7 days per week. ⁽³⁾ This unit is aging, has had recent performance issues and the City plans replacement during the planning period.

Notes:

- (1) The existing outfall was recently modified and equipped with five parallel diffuser pipes equipped with duckbill check valves to improve the mixing zone characteristics in the Willamette River.
- (2) The centrifuges have exhibited inconsistent performance. The City recently refurbished these units and expects they will provide sufficient capacity through 2045.
- (3) The existing solids dryer has sufficient capacity through 2045 but has exhibited inconsistent performance.. See Alternative 2B, Chapter 6.
- Abbreviations: DBO - Design-Build-Operate; gpd/sf - gallons per day per square foot; MLSS - mixed liquor suspended solids, SPA - State Point Analysis; SRT - solids residence time; TS - total solids; TWAS - thickened waste activated sludge.

Table ES.3 further summarizes the capacity assessment by listing each unit process, associated design parameters and year of possible capacity exceedance.

Table ES.3 Unit Process Capacity Year Summary

Unit Process	Design Parameter	Redundancy Criteria	Year of Capacity Exceedance
Influent Screening	PHF	Bypass channel with manual bar rack in service and one mechanical screen out of service	>2045
Grit Chamber	PHF	All units in service	>2045 ⁽¹⁾
Secondary Treatment	MW MLSS Inventory at PDF	All units in service	2027
Secondary Effluent Cooling Towers	June 1 - Sept 30 PDF	All units in service	2036
Disk Filters	MWDWF	One unit in backwash	2032 ⁽²⁾
UV Disinfection Channels	PHF	All units in service	2040 ⁽¹⁾
Outfall	PHF	-	>2045
Gravity Belt Thickening	MW Load	One unit out of service	2042
Dewatering Centrifuges	MW Load	One unit out of service	>2045 ⁽³⁾
Biosolids Dryer	MW Load	All units in service	>2045 ⁽³⁾

Notes:

- (1) The plant hydraulic modeling done as a part of the 2012 WWTP Improvements Project only evaluated plant flows as high as 16 mgd. The projected peak hour flows presented in Chapter 3 exceed this flow by the year 2045. There are some unit processes including the grit removal system, secondary clarification and UV disinfection that have a peak hydraulic capacity of 16 mgd. The hydraulic analysis conducted by Jacobs in 2023 found that under projected 2045 PHF conditions certain process and effluent piping may be hydraulically deficient. At PHF 17.6 mgd and assuming a 0.8 mgd recycle scenario the headworks screens and grit removal systems are expected to be unsubmerged. However, upsized piping is expected to be necessary to convey flow from the headworks to the secondary process under these conditions.
- (2) Existing Disk Filters are predicted to exceed reliable capacity (one unit out of service) in 2028 based on vendor provided design criteria. This conclusion assumes limitations for effluent total suspended solids contained in the WWTP DBO contract, which are far more stringent than the City's NPDES permit. At this time the City expects to relax these contract limitations rather than invest in additional capacity. Following startup of secondary treatment membrane bioreactors in 2030, the tertiary filters will be required less to meet the effluent requirements of the NPDES permit. It is anticipated the City will maintain these facilities to allow flexibility in operation to account for servicing and membrane facility downtime.
- (3) As noted previously, the existing centrifuges and biosolids dryer appear to have sufficient capacity through the planning year 2045, however condition and age are likely to require replacement during the planning period. It is recommended the City reassess available replacement technologies prior to replacement and consider loading appropriate to the planning horizon of any new units selected.

Abbreviations: MW - maximum week

ES.6 Regulatory Considerations and Strategy

It is the responsibility of the Oregon DEQ to establish and enforce water quality standards that ensure the Willamette River's beneficial uses are preserved. Discharges from wastewater treatment plants are regulated through the (NPDES). All discharges of treated wastewater to a receiving stream must comply with the conditions of an NPDES permit. The Wilsonville WWTP discharges to the Willamette River at River Mile 38.5 just upstream of the Interstate 5 bridge. The existing permit limits for the Wilsonville WWTP are shown in Table ES.4. This permit became effective on September 1, 2020 and expires July 30, 2025.

Table ES.4 Current Effluent Permit Limits

Parameter	Average Effluent Concentrations		Monthly Average, (ppd)	Weekly Average, (ppd)	Daily Maximum, (lbs)
	Monthly	Weekly			
May 1 - October 31					
CBOD ₅	10 mg/L	15 mg/L	190	280	380
TSS	10 mg/L	15 mg/L	190	280	380
November 1 - April 30					
BOD ₅	30 mg/L	45 mg/L	560	840	1100
TSS	30 mg/L	45 mg/L	560	840	1100
Other Parameters Limitations					
E. coli Bacteria	<ul style="list-style-type: none">Shall not exceed 126 organisms per 100 ml monthly geometric mean.No single sample shall exceed 406 organisms per 100 ml.				
pH	<ul style="list-style-type: none">Instantaneous limit between a daily minimum of 6.0 and a daily maximum of 9.0				
BOD ₅ Removal Efficiency	<ul style="list-style-type: none">Shall not be less than 85% monthly average				
TSS Removal Efficiency	<ul style="list-style-type: none">Shall not be less than 85% monthly average				
ETL June 1 through September 30	<ul style="list-style-type: none">Option A: 39 million kcal/day 7-day rolling averageOption B: Calculate the daily ETL limit				

Notes:

Abbreviations: CBOD₅ - five-day carbonaceous biochemical oxygen demand; ETL - excess thermal load; kcal/day - kilocalories per day; lbs - pounds, mg/L - milligrams per liter; ml - milliliter.

The WWTP has been compliant with NPDES permit limits, generally. However due to construction issues that required that aeration basins be offline, equipment failure and issues with solids processing, the WWTP did violate their NPDES permit over eight months between 2015 and 2020 (December 2015, February 2017, April 2017, January 2018, August 2018, May 2020, June 2020 and July 2020). Most of these violations were due to the daily effluent TSS load exceeding the maximum daily load limit in the NPDES permit. It is anticipated that once the issues with solids processing are addressed, the City's current treatment process will be able to meet permit limits.

Chapter 5 details potential regulatory issues the City will need to take into consideration in coming years. Several possible regulatory actions by the Oregon DEQ could drive investments in

future improvements at the City's WWTP. The plant discharges to the Willamette River and existing and future effluent limitations contained in the NPDES permit dictate, in large part, the necessary treatment processes and configuration at the WWTP necessary to maintain compliance.

Future treatment upgrades may be required when DEQ establishes total maximum daily loads (TMDL) for the lower Willamette River. Dissolved oxygen and nutrient limits, such as phosphorus limitations, are possible. The dissolved oxygen in the lower part of the river does not always meet water quality standards, and indications of excessive nutrients, such as chlorophyll-a, aquatic weeds, and harmful algal blooms, are present in the lower Willamette River. DEQ has begun its triennial review of Oregon's water quality criteria. The review could result in more stringent or new discharge requirements, but this process will take several years. For planning purposes, providing plant footprint to accommodate future treatment to remove phosphorus and address dry weather seasonal limits on dissolved oxygen should be anticipated. In addition, the City should continue to engage with DEQ regarding any proposed receiving water temperature regulatory actions.

ES.7 Alternative Development and Evaluation

Chapter 6 presents the methodology and findings of a process improvements alternatives evaluation. The plant's treatment process needs were defined by comparing the plant's existing condition, capacity and reliability, with the projected flows, loads, and regulatory constraints for the recommended alternatives. Where capacity deficiencies were predicted, at least two alternatives were analyzed for each corresponding unit process. Process modifications associated with each alternative were modeled in BioWin to evaluate the overall impact on plant operations.

As identified in Chapter 4, the secondary treatment process is expected to require additional capacity during the planning horizon (2045). Chapter 6 details two alternatives to address these capacity limitations. The two alternatives considered to increase secondary capacity are:

1. Expansion of the existing conventional activated sludge process; and
2. Intensification of the existing treatment process using membrane bioreactor (MBR) technology.

Due to the higher capital and operating costs of intensification, construction of a new conventional aeration basin is recommended as the first phase to increase secondary capacity. As flows and loads increase, or regulatory requirements become more stringent, it is expected to become necessary to intensify treatment. It is recommended the City revisit this evaluation as the need for 1) additional capacity to accommodate growth nears or 2) more stringent effluent limitations are considered. This offers the opportunity to take advantage of potential advances in technology as well as confirming the predicted time frame of capacity exceedance. A new aeration basin project is included in the Capital Improvement Plan in Chapter 7. As loads continue to increase, this plan includes the gradual conversion of the existing conventional activated sludge process to a membrane bioreactor process.

The existing aeration blower system firm capacity is expected to be deficient by 2027. An additional aeration blower (with approximately double the capacity of the current blowers) would provide for the first phase of capacity expansion. As loads continue to increase, the plan includes the gradual upsizing of the existing blowers.

The projected peak day flow between June through September is expected to exceed the capacity of the existing cooling tower. Since the existing cooling tower system was designed to be expanded with the addition of one more tower, the plan assumes the expansion of the existing cooling tower process by the year 2036 to meet the projected summer peak day flows.

Additional tertiary filtration capacity is predicted to be needed by 2032 to provide full treatment of the MWDWF with one disc filter out of service or in backwash mode. As the City has selected an intensification technology utilizing membranes, this is likely to eliminate tertiary filtration capacity concerns as the membranes replace the filtration process for TSS removal in plant effluent.

While the capacity assessment findings presented in Chapter 4 determined existing gravity belt thickeners and dewatering centrifuges have sufficient capacity assuming continuous operation, the remaining equipment service life may require replacement within the planning horizon. The centrifuges, installed in 2014, were recently refurbished, but by 2045, will have been in service for over 30 years. In addition, the gravity belt thickeners (GBT) which thicken the sludge prior to delivery to the centrifuges for dewatering, have been in service even longer. The City should plan for their replacement within the planning horizon and consider whether a capacity increase is needed at the time of replacement based on projections of solids production and processing needs. Additionally, the secondary process was modified in 2020 and has experienced extended periods where mixed liquor concentrations have been elevated above typical ranges for conventional activated sludge or extended aeration processes. Due to the complications with secondary process operation and performance issues with the centrifuges, it is recommended the City study the secondary treatment and dewatering processes to confirm that the assumptions and conclusions regarding centrifuge capacity in Chapter 4 may be relied upon. A dewatering performance optimization study is recommended so the City can collect and analyze secondary treatment and solids processing performance data. For budgeting purposes, an opinion of probable cost for replacing the existing centrifuges is presented in Chapter 7. Timing of that equipment replacement will depend on performance of the existing units, future loading assumptions, and observed condition.

The existing solids dryer has experienced operational issues in recent years, including a fire that caused extensive damage to the equipment in April 2019 and a leaking rotary joint and damaged seal in 2021. As of February 25, 2022, the dryer has been repaired and is operating. Because of the City's commitment to solids drying as the preferred process to achieve Class A biosolids, the alternatives evaluation presented in this Plan for future dryer replacement was conducted with a focus on thermal drying options only.

Chapter 6 details an analysis of the following alternatives to improve the drying system:

1. Alternative 1 - Continue operating the existing biochemical reactor (BCR) paddle dryer and defer replacement.
2. Alternative 2 - Modify the existing Dewatering and Drying Building to accommodate a different solids dryer technology or a redundant dryer.
3. Alternative 3 - Construct a new dryer building with a different solids dryer technology.

While it is anticipated the existing dryer has useful life through at least 2026 (current DBO contract expiration), by 2031 the dryer will have been in operation for over 15 years. It is recommended the planning and design of upgrades to provide reliable dryer capacity begin in 2031, or sooner if further operational concerns arise. The City has indicated a preference for a

variation of Alternative 2 which involves expanding the existing Dewatering and Drying Building to accommodate a second solids paddle dryer. This alternative provides backup capacity to allow the City to continue delivering Class A solids during periods of downtime if a mechanical failure occurs or to accommodate regular maintenance of one dryer train. As mentioned previously, this Plan recommends the City complete a study of the secondary sludge quality, performance of that process, chemical addition types and locations, and solids handling process performance overall prior to making a final selection of the preferred dryer alternative from the alternatives detailed in Chapter 6. For purposes of capital planning, this Plan assumes the City will implement Alternative 2b (modification of Dewatering and Drying Building to accommodate a second paddle dryer) with a study and confirmation of this selection beginning in 2031.

Lastly, the City wants to establish a direct connection between the City's fiber optics network and the WWTP. This addition consists of routing two new conduits (one spare) and fiber optic cabling from the WWTP's Operations Building to the site entrance, where the conduits will be tied into the City's fiber optics network. Chapter 6 details one potential routing from the Operations Building to the site entrance that would minimize impact to existing yard utilities. The fiber optic cable addition is included in Chapter 7 and the City's 5-year CIP.

Table ES.5 below summarizes the alternatives evaluated in Chapter 6 including recommendations for future WWTP improvements.

Table ES.5 Summary of Alternatives

Unit Process	Alternatives Considered	Selected Alternative
Secondary Treatment	<ul style="list-style-type: none"> Expansion of the existing conventional activated sludge process. Intensification of the existing treatment process. 	<ul style="list-style-type: none"> Expansion of the existing conventional activated sludge process through the addition of another aeration basin. Further phased expansion of capacity through addition of membrane bioreactor (MBR) and fine screening facilities.
Solids Dryer	<ul style="list-style-type: none"> Continue operating the existing BCR paddle dryer and defer replacements. Modify the existing Dewatering and Drying Building to accommodate a different solids dryer technology or a redundant dryer. Construct a new dryer building with a different solids dryer technology. 	<ul style="list-style-type: none"> Modify the existing Dewatering and Drying Building to accommodate a different solids dryer technology or a redundant dryer by expanding the Dewatering and Drying Building to accommodate a second solids paddle dryer.

ES.8 Recommended Alternative

Figure ES.6 presents a WWTP site plan identifying locations of recommended improvements resulting from condition and capacity assessments, including evaluation of alternatives, as described.

Summaries of opinions of probable costs and anticipated phasing for the improvements recommended for inclusion in the City's WWTP CIP are provided in Table ES.6.

The expected cash flow for the planning period was determined for the recommended improvements summarized in Table ES.6. The cash flow through 2045 includes an escalation rate of three percent, and the estimated peak expenditure for any fiscal year is

approximately \$55,434,000 in fiscal year 2030. The projected CIP expenditures are presented in Figure ES.7. Capital costs estimated in the Plan will be considered as the City assesses the need to adjust sewer enterprise rates and charges in coming months. It will be important to distinguish capacity and condition (repair and replacement) driven improvements in assigning costs to existing rate payers and future users.

Table ES.6 WWTP CIP - Recommended Alternative Opinion of Probable Cost and Phasing

Plant Area	Project ⁽¹⁾	Opinion of Probable Cost ⁽²⁾	Approximate Year Online
Solids Handling	Dewatering Performance Optimization	\$150,000	2025
Communications/IT	Fiber Optic Cable Addition	\$60,000	2025
UV System	Backup UV System Improvement	\$1,705,000	2026
Support Buildings	Seismic Improvements	\$1,082,000	2026
Secondary Treatment	New Conventional Aeration Basin and Blower	\$10,222,000	2027 ⁽³⁾
Secondary Treatment	New Secondary Clarifier Mechanisms	\$1,775,000	2027
Secondary Treatment	New MBR, Blowers and Fine Screens (Phase 1)	\$69,727,000	2031
Solids Handling	Solids Dryer Improvement	\$17,130,000 ⁽⁷⁾	2033
Solids Handling	Existing Centrifuge and GBT Replacement	\$3,701,000 ^(4,6)	2033 ⁽⁵⁾
Cooling Towers	New Effluent Cooling Tower	\$642,000	2036
Secondary Treatment	Additional MBR and Blower Capacity (Phase 2)	\$2,330,000	2039
UV System	UV Equipment Replacement	\$2,571,000	2040
Outfall	Outfall Improvements	\$1,244,000	2040
Secondary Treatment	Additional MBR and Blower Capacity (Phase 3)	\$8,117,000	2044
TOTAL		\$120,456,000	

Notes:

White rows indicate projects that are in the City's 5-year CIP and blue rows indicate projects that are outside the 5-year CIP window.

- (1) Details of each project can be found in Chapter 2 or Chapter 6 of this Master Plan.
- (2) The estimated opinion of probable costs include the construction costs plus ELA (or soft costs). Details on the estimated project costs can be found in Chapter 2 or Chapter 6 of the plan, with the exception of costs for the backup UV system and centrifuges which are presented earlier in Chapter 7. All costs presented are based on an August 2023 ENR index of 13473.
- (3) As identified in Chapter 4, the secondary treatment process at the Wilsonville WWTP is expected to require additional capacity by the year 2027. Since design and construction of a new aeration basin may take longer than the year 2027, the City will likely need to operate at SRTs lower than 5 days during the maximum week condition if growth occurs as predicted in Chapter 3.
- (4) For budgeting purposes, the Option B centrifuge cost from Table H-2 in Appendix H is used for the project cost summary and the CIP.
- (5) Replacement timing dependent upon satisfactory equipment performance.
- (6) The centrifuges installed with the City's 2014 upgrade project have exhibited inconsistent performance in recent months. The City recently refurbished these units and expects they will provide sufficient capacity through 2042. However, by that time, the units will have been in service for over 30 years. It is recommended the City plan for replacement of these units during the planning horizon of this Master Plan. Assuming replacement occurs in the mid-2030's the City should reassess capacity needs of those units beyond the 2045 horizon, consistent with the expected service life of the new equipment.
- (7) The existing solids dryer has sufficient capacity through 2045. As with the dewatering centrifuges, the dryer equipment will soon have been in operation for a decade. It is recommended the City plan for replacement of the dryer during the planning horizon of this Master Plan. The City plans to replace the existing dryer with a new piece of equipment using similar technology and potentially rehabilitate the existing unit to serve as a backup. See Alternative 2B, Chapter 6.

The years in which key processes are projected to exceed capacity are presented in Figure ES.8. The green line illustrates projected MM BOD triggers for existing and proposed new secondary treatment facilities. Projected PHF is shown in blue indicating capacity exceedance of the cooling tower and certain elements of plant hydraulics. Prior to the year of projected exceedance, planning, design, and construction activities will be required to allow upgrades to be commissioned to prevent capacity exceedances. It is important to note that the timing of improvements should be driven by the rate of growth in influent flow and load. Dates indicated in Figure ES.8 and elsewhere in this document should be considered best, conservative estimates based on projections presented herein and professional judgment.

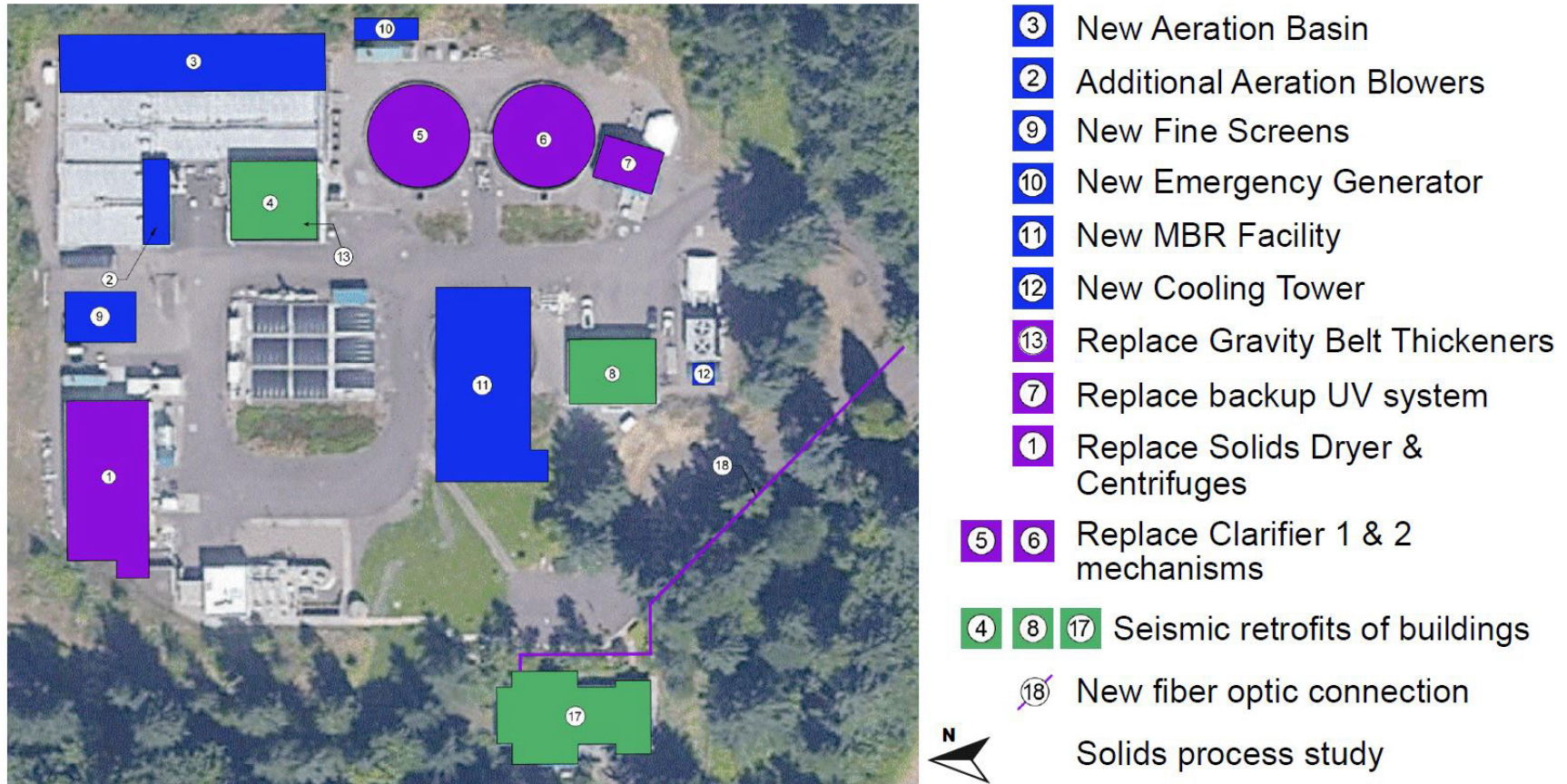


Figure ES.6 Proposed WWTP Improvements Site Plan

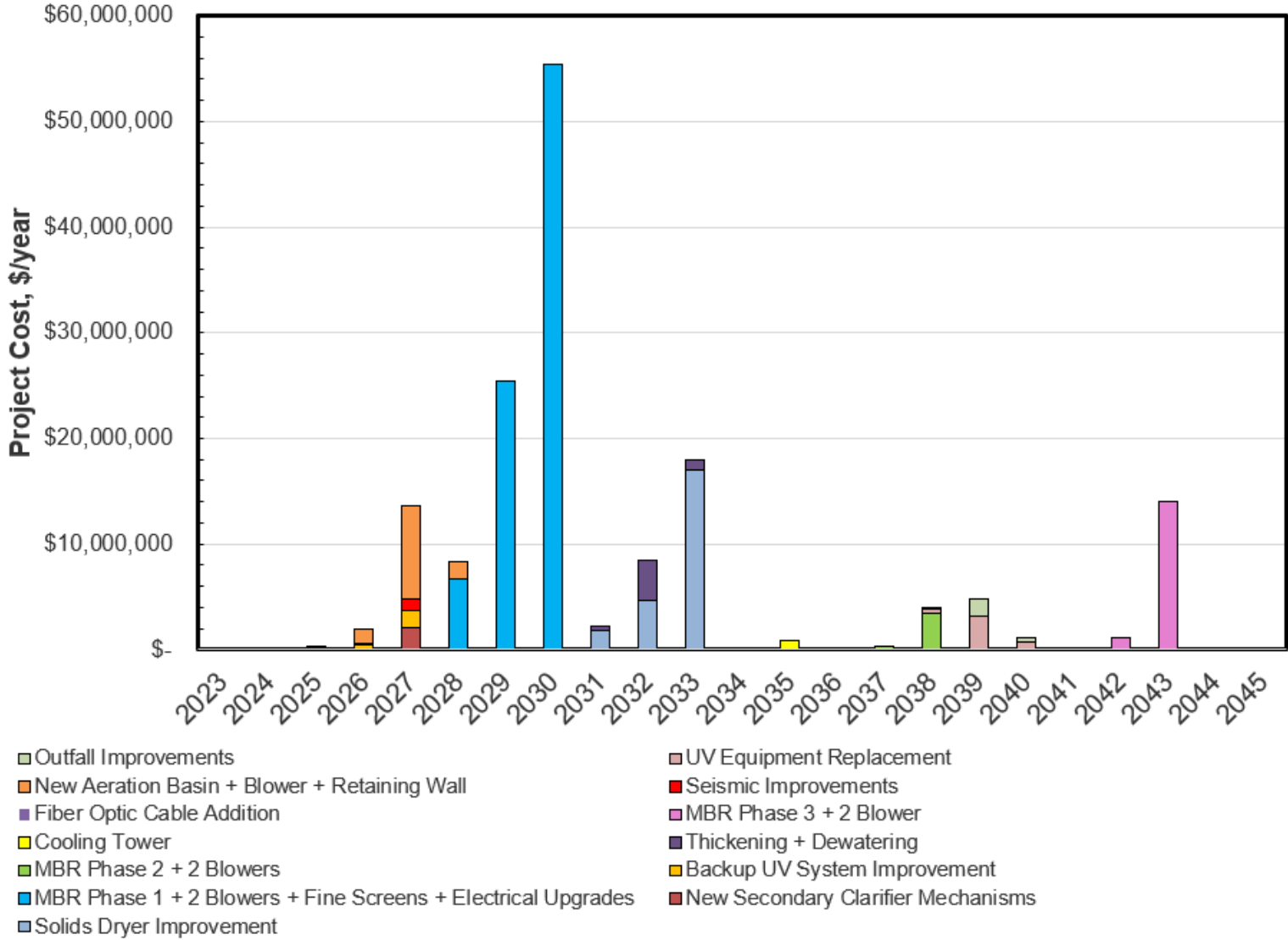


Figure ES.7 Projected 20-Year CIP Expenditures

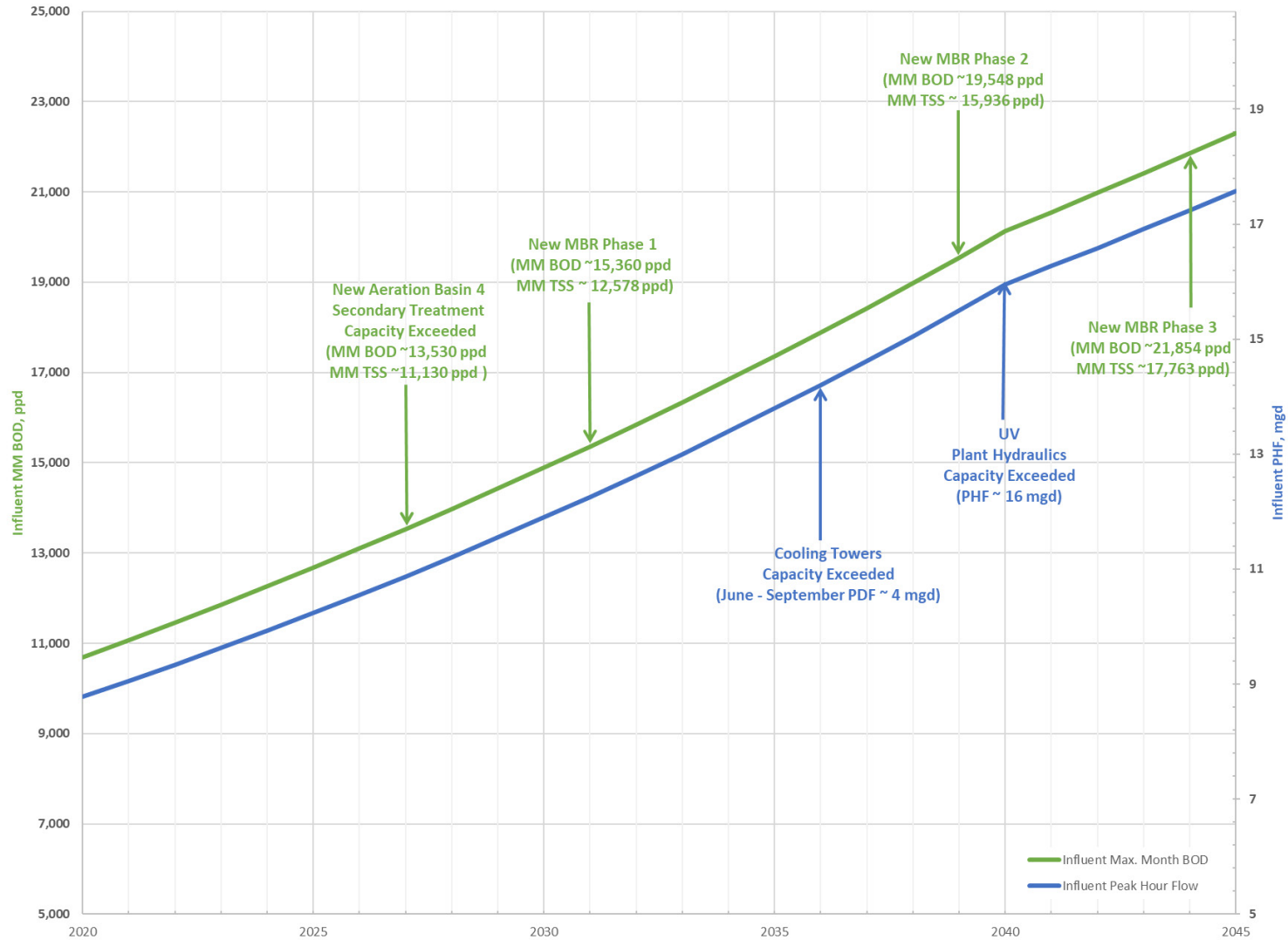


Figure ES.8 Capacity Trigger Graph



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: November 6, 2023		Subject: Stormwater Master Plan Update – Executive Summary and CIP Staff Member: Kerry Rappold, Natural Resources Manager Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Review and provide comment on the Executive Summary and Capital Improvement Program (CIP) for the Stormwater Master Plan update.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Stormwater Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

In advance of the draft Stormwater Master Plan (SMP) update, staff and the consultant will present the Executive Summary and Capital Improvement Program (CIP) for the SMP.

EXECUTIVE SUMMARY:

In 2012, the City adopted the Stormwater Master Plan, which provided an update to the previous Master Plan adopted in June 2001. There have been changes in land use (e.g., Urban Growth Boundary (UGB) expansion areas) and new stormwater management requirements (i.e., National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit) that need to be addressed as part of the update. The City ultimately seeks an integrated approach to stormwater and watershed management that will result in the development of management solutions and policies that maintain, restore and enhance local watersheds and meet engineering, environmental and land use needs.

In 2021, a virtual open house and survey were conducted to gather feedback from the community about the proposed SMP. Ninety (90) respondents provided input on existing conditions (e.g., water quality of streams and flooding issues) related to the stormwater system and how they rate the level of service (e.g., maintenance of system and public education). Overall, the respondents felt the City was doing a good job in regards to managing the public stormwater system.

Since 2021, the consultant team has been working on extensive data collection, problem area identification, assessment, and modeling of the stormwater system, retrofit analysis, CIP projects, and developing the policies and that will guide the implementation of the SMP. The executive summary provides an overview of the SMP and includes the following new elements that will be incorporated into the draft SMP:

1. An analysis of the City's NPDES MS4 permit (i.e., stormwater permit issued by the Oregon Department of Environmental Quality) and Total Maximum Daily Loads (TMDL) Implementation Plan (i.e., a plan to address bacteria, mercury and temperature as required by Oregon Department of Environmental Quality (DEQ)) to determine the appropriate management and project objectives in the SMP.
2. Stream surveys (segments of Boeckman Creek, Meridian Creek, Arrowhead Creek, and streams in the Frog Pond Planning Area) to assess the geomorphic condition (e.g., bank erosion, and grade control, such as beaver dams) of stream channels due to hydromodification (i.e., the impact of urban stormwater runoff).
3. A staffing analysis to determine the current and future needs related to operating and maintaining the public stormwater system, including the implementation of future programmatic responsibilities and CIP projects.

The Capital Improvement Program addresses the variety of issues and problems associated with the City's public stormwater system and represent a critical piece in the overall management of the system. Projects have been developed, and will be prioritized, to address the capacity, condition, and maintenance of the system, and improvements associated with water quality and hydromodification. In addition to the identified CIP projects, stormwater programs, such as a porous pavement and green street pilot program, were identified to address regulatory drivers and support proactive system maintenance.

On October 11, 2023, staff presented the Executive Summary and the CIP at a Planning Commission work session. The Commissioners were supportive of the proposed concepts, programs, and projects in the SMP.

EXPECTED RESULTS:

The SMP will include goals and policies, data gathering, surveying, system condition assessment, hydraulic modeling, area specific studies, retrofit analysis, Capital Improvement Program, fee in lieu of construction program, and draft and final versions of the Plan. The recommended capital improvements will provide the basis for an analysis of storm rates and system development charges (SDCs) that are necessary to fund the projects needed to meet permit requirements and the City's storm water management needs.

TIMELINE:

The project team will incorporate feedback received by both the Planning Commission (October 11, 2023 work session) and the City Council (November 6, 2023 work session) into the Plan. Final SMP adoption is anticipated for the first quarter of 2024.

CURRENT YEAR BUDGET IMPACTS:

The amended fiscal year 2023-2024 Budget for CIP#7064 includes \$77,425 in storm operations and system development charge funds. The budget is sufficient to complete the remaining work to update and adopt the SMP.

COMMUNITY INVOLVEMENT PROCESS:

The consultant team prepared a public engagement plan for outreach to interested members of the community and businesses potentially affected by the SMP. The Public Engagement Plan incorporated the City's existing public engagement tools, including Let's Talk Wilsonville and the Boones Ferry Messenger. A survey was conducted to provide information and solicit feedback from the public related to the project scope and activities. The forthcoming Storm System Rate Study and SDC Update will also include a public engagement process with outreach to utility customers and the development community.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The SMP will benefit the community by providing goals and policies and an updated Capital Improvement Program to serve a growing population and meet environmental regulations.

ALTERNATIVES:

The project team considered and evaluated numerous alternatives to provide the needed storm drainage improvements necessary to meet the City's system management needs and permit requirements. The recommended capital improvement program implements the needed improvements in a way that is efficient and cost effective.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Stormwater Master Plan Executive Summary
2. Capital Improvement Program

ATTACHMENT 1

Executive Summary

In 2021, the City of Wilsonville (City) initiated development of a Stormwater Master Plan (SMP or Plan) to guide capital project and program needs over the next 20-year planning period. Drivers for this SMP include completion and reprioritization of capital projects (CPs) identified in Wilsonville's previous SMP (dated March 2012), changing regulatory drivers and programs, new and redevelopment activities, and observed system deficiencies warranting additional study and proposed solutions.

This 2023 SMP identifies projects and programs to increase system capacity, address infrastructure and maintenance needs, add or enhance water quality treatment, address natural system deficiencies, and proactively plan for future growth.

The SMP development process included:

- Incorporation of project need and system improvements information as identified by City staff.
- Identification and validation of storm drainage problems and flooding using hydrologic and hydraulic (H/H) models, which help to assess flooding frequency and severity.
- Assessment of stormwater retrofit opportunities for water quality treatment and/or flow control.
- Assessment of the natural (stream) system to identify risk to infrastructure and stream stability.
- Identification of programmatic opportunities to address recurring maintenance needs and water quality at a citywide scale.
- Development of a comprehensive, prioritized CP list and associated costs.
- Analysis of staffing levels to meet deferred and future maintenance and regulatory requirements.

Master Plan Technical Analyses

The following technical analyses were conducted to evaluate stormwater system deficiencies and define project and program needs in support of SMP development.

Project Needs Identification. This effort included distributing surveys to City staff and the public, conducting a literature-based and Geographic Information System (GIS) data review, and site visits. Information collected helped to create a robust inventory of the stormwater collection system features and problem areas related to capacity, maintenance, system condition, and infrastructure needs. Locations warranting additional analyses via hydraulic modeling and/or stream assessment were defined based on results of the project needs identification effort.

Stormwater Retrofit Analysis. A stormwater retrofit analysis was completed to inform potential locations for water quality improvement, erosion prevention/natural resource enhancement, and/or flow mitigation in the city. Based on the site characteristics, continued applicability of non-constructed water quality projects per the 2012 SMP, and the ability to integrate water quality into other project needs, 10 CP locations and two ongoing programs were identified to expand and enhance stormwater treatment throughout the city.

Stream Assessment. A stream assessment was conducted on select reaches of Boeckman, Meridian, Arrowhead, Newland, and Kruse Creeks to inform locations where stream morphology may be or is currently impacted from changes to upstream land use and in response to changes in flow,

infrastructure, and sediment supply. The assessment included a desktop GIS analysis and stream walk (field observations) to inform capital project and ongoing monitoring needs.

Stormwater System Capacity Evaluation. The stormwater hydrologic and hydraulic (H/H) modeling developed for the 2012 SMP was updated to reflect changes in land use and impervious coverage and additional City-owned (public) storm pipe, culverts, and detention facilities. CPs installed since 2012 were incorporated in the H/H model, and the model was used to simulate rainfall and runoff characteristics and identify capacity limitations under both current and future development conditions.

Maintenance and Staffing Evaluation. Operational activities were assessed to identify staffing levels and constraints. Information on current maintenance activities, regulatory needs, and anticipated engineering activities associated with implementation of this SMP, as well as compensation rates, were incorporated into additional staffing recommendations for both Public Works and Community Development/Engineering.

Project Prioritization. Project needs were prioritized based on various criteria including system operations (capacity, recurring maintenance, safety); system condition; regulatory compliance (water quality, natural system condition, instream erosion); and other needs including project concurrence/scheduling, development drivers, and contributing area. Project scoring and ranking helped designate high, medium, and lower priority projects for use in project scheduling and future stormwater utility rate evaluations.

General Recommendations

Project, program, and policy recommendations in this SMP are proposed to improve and enhance the performance of the storm drainage infrastructure throughout the city, as summarized by the following recommended actions:

- Implement CPs required to address system capacity, system maintenance, repair and replacement, water quality, instream erosion and sediment control, and new infrastructure needed to accommodate pending development. These CPs are intended to manage areas of reported deficiencies and accommodate development and growth.
- Implement stormwater-related programs to address recurring, maintenance-related system improvements in an expedited manner and proactively and opportunistically address water quality.
- Use ongoing inspection results to evaluate and proactively address system condition needs, supporting asset management principles.
- Update policies and procedures to support public and private partnerships with new and redevelopment activities, specifically related to stormwater infrastructure replacement and stormwater fee-in-lieu in conjunction with the Town Center redevelopment.
- Continue implementation of City's Public Works Design Standards to ensure the City's stormwater standards address regulatory drivers, support private development activities, and protect stream health.
- Add staff necessary to ensure compliance with the City's National Pollutant Discharge Elimination System (NPDES) municipal separate storm sewer (MS4) permit needs as well as implementation of recommendations outlined in this SMP.

Capital Project Summary

A total of 16 CPs, representing 21 separately costed (by phase) projects, two (2) citywide planning projects, and five (5) programs have been developed to address the following objectives:

- Increase **system capacity** to address existing and potential future deficiencies (i.e., flood control).
- Install **water quality** treatment and address instream **erosion and sediment control (E&S)** to meet regulatory drivers including the City's NPDES MS4 permit and total maximum daily load (TMDL) obligations.
- Address recurring **maintenance** and **infrastructure needs** (i.e., lack of maintenance access, add infrastructure to address localized drainage issues).
- Address system condition through **repair & replacement (R&R) needs**.

Table ES-1 summarizes the identified capital projects, costs, and respective priority (to be finalized with draft SMP). Figure ES 1-1 shows CP locations by primary objective.

Table ES-1. Capital Project Costs and Schedule

Project Number	Project Name	Objectives	Estimated Cost	Implementation Schedule			
				Near Term (2024-28)	Mid Term (2029-33)	Long Term (2034-43)	Annual
BC-1	Library Pond Retrofit	Capacity Water Quality Infrastructure Need	\$778,000				
BC-2	Ash Meadows Flow Mitigation	Capacity Water Quality	\$1,403,000				
BC-3 – Phase 1	Wiedemann Ditch and Canyon Creek Park Retrofit, Phase 1	Capacity Water Quality	\$3,618,000				
BC-3 – Phase 2	Wiedemann Ditch and Canyon Creek Park Retrofit, Phase 2	Capacity Water Quality	\$5,148,000				
BC-4	Boeckman Creek Stabilization at Colvin Lane	Erosion/ Sediment Control Repair/Replacement Maintenance	\$235,000				
BC-5	Memorial Park Swale Retrofit	Water Quality Erosion/ Sediment Control Maintenance	\$540,000				
BC-6	Gesellschaft Water Well Channel Restoration	Erosion/ Sediment Control Maintenance	\$309,000				
BC-7	Town Center Conveyance Pipe Installation	Infrastructure Need	\$10,805,000				
CLC-1 – Phase 1	Day Road Stormwater Improvements, Phase 1	Repair/ Replacement Capacity	\$4,645,000				

Table ES-1. Capital Project Costs and Schedule

Project Number	Project Name	Objectives	Estimated Cost	Implementation Schedule			
				Near Term (2024-28)	Mid Term (2029-33)	Long Term (2034-43)	Annual
CLC-1 – Phase 2	Day Road Stormwater Improvements, Phase 2	Capacity	\$2,964,000				
CLC-2	Arrowhead Creek Culvert Replacement at Arrowhead Creek Trail	Repair/Replacement Maintenance	\$227,000				
CLC-3	Garden Acres Pond Retrofit	Capacity Water Quality	\$1,058,000				
NC-1	Frog Pond East and South Conveyance Pipe Installation	Infrastructure Need	\$19,731,000				
WR-1 – Phase 1	SW Willamette Way/ Morey's Landing Stormwater Improvements, Phase 1	Capacity Water Quality	\$1,476,000				
WR-1 – Phase 2	SW Willamette Way/ Morey's Landing Stormwater Improvements, Phase 2	Capacity	\$811,000				
WR-2 – Phase 1	Miley Road Stormwater Improvements, Phase 1	Repair/Replacement Erosion/Sediment Control Maintenance	\$661,000				
WR-2 – Phase 2	Miley Road Stormwater Improvements, Phase 2	Repair/Replacement Maintenance	\$7,425,000				
WR-3	Rose Lane Culvert Replacement	Capacity Maintenance	\$94,000				
WR-4 – Phase 1	Charbonneau East Stormwater Improvements, Phase 1	Capacity Repair/Replacement	\$231,000				
WR-4 – Phase 2	Charbonneau East Stormwater Improvements, Phase 2	Repair/Replacement Maintenance	\$2,551,000				
WR-5	Charbonneau West Stormwater Improvements	Repair/Replacement Maintenance	\$8,049,000				
City-1	Flow Monitoring and Rain Gauge Installation	Capacity	\$100,000				
City-2	Hydromodification Assessment and Stream Survey	Erosion/Sediment Control	TBD				
P-1	Local Drainage Improvements Program	Infrastructure Need Capacity	\$100,000/yr				X
P-2	Porous Pavement/ Green Street Retrofit Program	Water Quality	\$50,000/yr				X
P-3	Repair/Replacement Program	Repair/Replacement Maintenance	TBD				X
P-4	Inlet Replacement Program	Infrastructure Need	\$50,000/yr				X

Table ES-1. Capital Project Costs and Schedule

Project Number	Project Name	Objectives	Estimated Cost	Implementation Schedule			
				Near Term (2024-28)	Mid Term (2029-33)	Long Term (2034-43)	Annual
P-5	Vegetative Facility Maintenance Program	Water Quality	\$10,000/yr				X
TOTAL \$				\$	\$	\$	\$

Note: Primary objectives are identified in **BOLD**.

Programmatic Summary

In addition to the identified CPs, the following stormwater program needs were identified to address regulatory drivers and support proactive system maintenance:

Local Drainage Improvements Program (P-1). Allocate funds to install small-scale, localized drainage improvements (i.e., new pipe, catch basins and laterals, grading to support curb-and-gutter flow).

Porous Pavement/Green Street Pilot Program (P-2). Establishes an annual funding mechanism to integrate porous pavement overlays, low impact development (LID) or green infrastructure (GI) in conjunction with street improvement and other utility projects.

Repair/Replacement Program (P-3). Allocates funds to conduct prescriptive replacement of public pipe and outfalls in conjunction with inspection and asset management efforts.

Inlet Replacement Program (P-4). Allocates funds to relocate/install curb inlets instead of catch basins in high traffic roads to address local drainage issues.

Vegetation Maintenance Program (P-5). Allocates funds to 1) conduct riparian and/or in channel vegetation maintenance including removal of invasive species and/or 2) conduct restorative maintenance on select private stormwater facilities in the City where maintenance agreements are not in place or have not been executed.

Implementation

Capital projects, program needs, and policy recommendations collectively inform the City's updated Stormwater Capital Improvement Program (CIP).

To ensure effective implementation of the Wilsonville 2023 CIP over the 20-year planning period, City staffing levels were analyzed against project and programs developed as part of this SMP to inform recommendations for additional Public Works Operations and Engineering staff. Additional staff in Public Works Operations and Community Development/ Engineering are recommended to accommodate new projects and programs defined in this SMP as well as deferred maintenance activities and new regulatory requirements.

CPs are prioritized to inform the schedule and respective funding needs of capital investments. A financial plan is required to ensure funding of the scheduled capital costs, program costs, and staffing needs. Future financial planning, including level of service goals, a stormwater utility rate evaluation, and a system development charge (SDC) update, will reflect rates necessary to implement the Stormwater CIP while meeting other financial obligations.

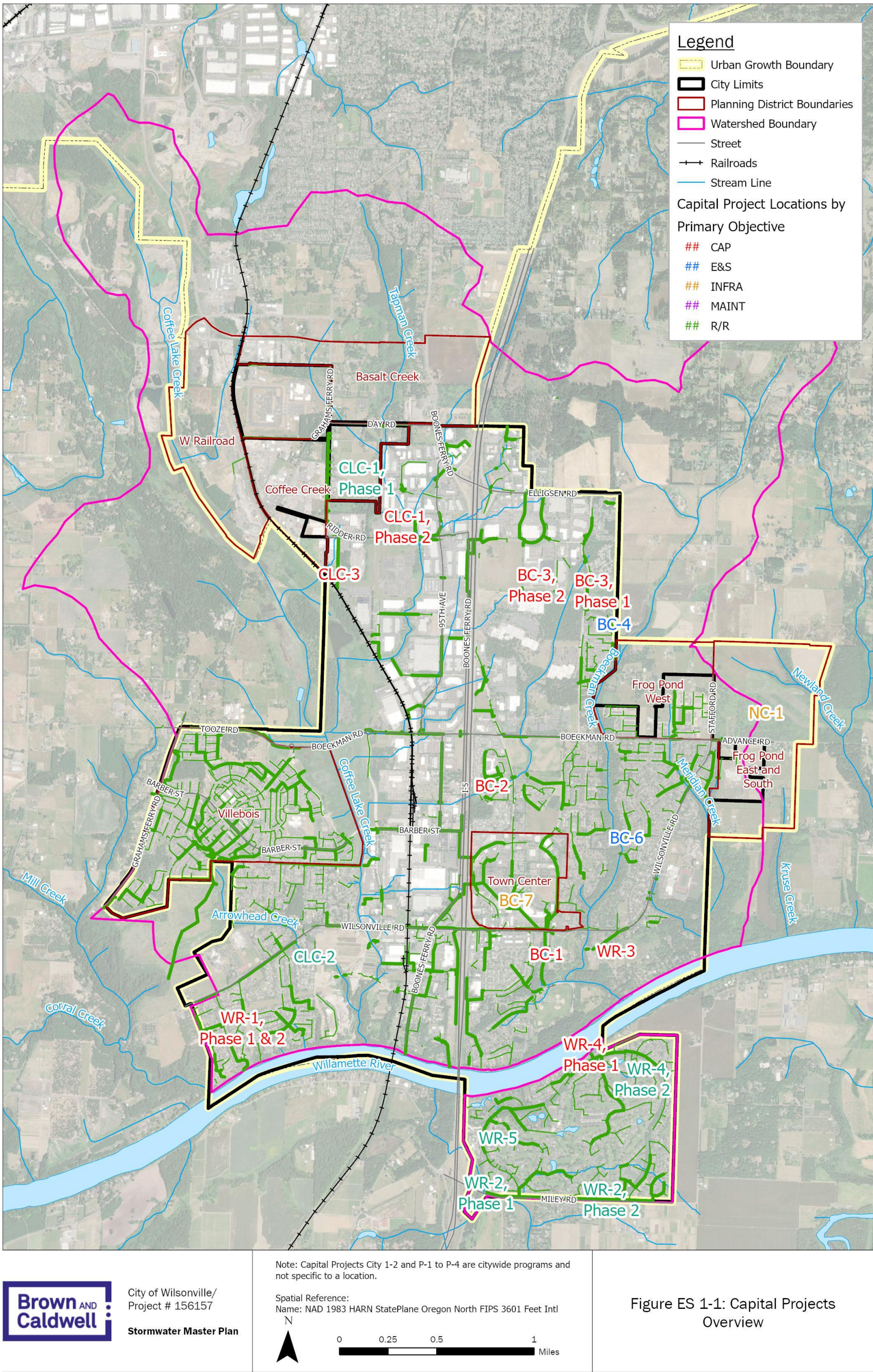
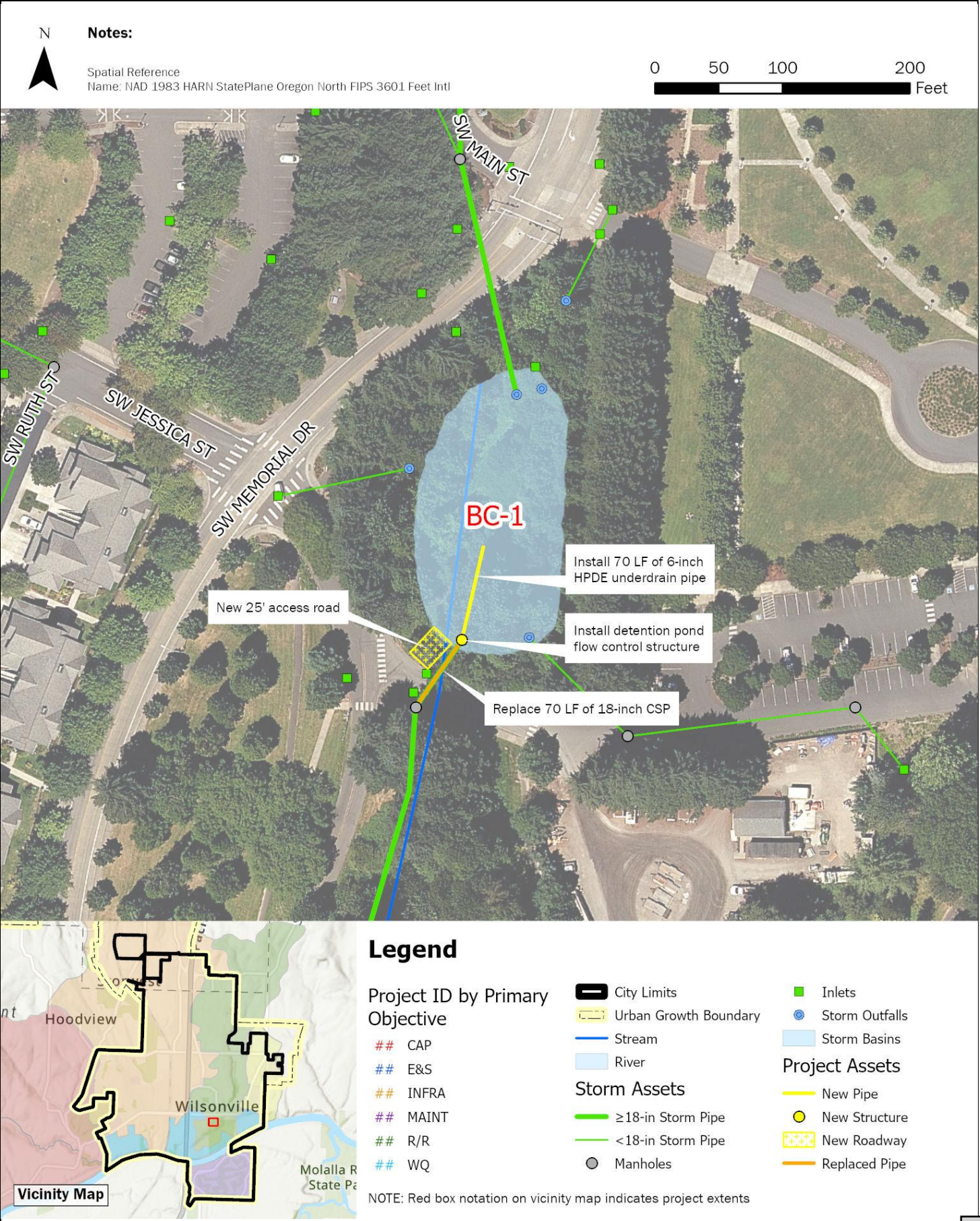


Figure ES-1. Capital Projects by Primary Objective

BC-1	Library Pond Retrofit		
Project Objective(s)	Capacity (Mitigation) Water Quality		
Project Opportunity ID	4		
Contributing Drainage Area	132 acres		
Estimated Existing Impervious Area (%)	47%	Estimated Future Impervious Area (%)	53%
Project Location	The project site is located adjacent to Memorial Park, north of the Wilsonville Public Library parking lot and east of SW Memorial Drive.		
Statement of Need	The current configuration of Library Pond does not support routine maintenance activities (ongoing challenges are reported related to debris removal at the existing outlet structure), nor does it have a flow control/orifice structure or emergency overflow to provide downstream flow mitigation. Retrofit of the Library Pond is proposed to provide regional water quality treatment and flow control for the Town Center redevelopment, as part of the fee-in-lieu program.		
Project Description	<p>This project retrofits the existing Library Pond to meet current City Standards and accommodate future condition flows associated with the Town Center Development Plan, which anticipates full build out in the next 20+ years.</p> <p>Project details are as follows:</p> <ul style="list-style-type: none">• Install a pond outlet structure in compliance with current design standards.• Install 70 LF of 6-inch HDPE underdrain pipe.• Clear, regrade, and replant the 0.7-acre detention pond, including amending the pond bottom to include the 3 feet of required rocks and media.• Install 15-ft wide, 25-feet long access road for maintenance access.• Replace 70 LF of 18" CSP pipe (SD5213) at new design depth, approx. 15 feet deep.		



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Capital Project Summary
BC-1 – Library Pond Retrofit

BC-1	Library Pond Retrofit	
Design Considerations / Assumptions	<ul style="list-style-type: none">• The existing pond footprint remains unchanged due to roadway and development constraints. Interior side slopes are assumed to be 3H:1V.• Facility sizing is based on adherence to the City’s 2015 PWS Section 3 requiring flow matching to pre-development conditions (classified as Oak Savanna). Sizing utilizes the BMP Sizing Tool.• To size the pond in accordance with PWS design standards, approximately 48 acres (50% of total new and redeveloped impervious area associated with the Town Center redevelopment) require onsite treatment and flow control prior to discharge into Library Pond detention facility.• Total pond depth includes drain rock (15-inches), separation layer (3-inches), and growing media (18-inches), in accordance with the PWS Section 3, Appendix A landscape and soil media requirements.• Upstream (SD5053) and downstream (SD5213) pipe sizes are anticipated to remain unchanged.• Inlet structure into the pond (CARTE ID: 27) to remain unchanged.• Outlet structure (standard drawing ST-6110) assumes an additional field inlet for the 100-year overflow event.• Assuming bottom of the pond shape is roughly 70’ x 100' - placing underdrain through 2/3 of the of the pond (based on ST-6060), approx. 70 LF.	
Estimated Project Cost	Capital Expense Total	\$594,000
	Design / Construction Admin. (11%)	\$65,000
	Engineering & Permitting (20%)	\$119,000
	Total Cost	\$778,000
Project Cost Notes	<ul style="list-style-type: none">• Cost is for the Library Pond retrofit only. It does not include any additional LID BMPs that are needed to offset some of the contributing drainage area.• Assumes upstream inlet pipe (SD5053) and inlet structure to Library Pond (no ENG ID available) can remain unaltered.• Limited traffic control/utility relocation and surveying will be required, as the site is already developed and has access and staging areas.	

Additional Figures



Overview of the detention pond from maintenance entrance to Memorial Park near the intersection of SW Memorial Drive and SW Jessica Street (Jan 2023)



Outlet of pond that functions as the ditch inlet (Sep 2021)



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Capital Project Summary

BC-1 – Library Pond Retrofit

BC-2	Ash Meadows Flow Mitigation		
Project Objective(s)	Capacity (Mitigation) Water Quality		
Project Opportunity ID	25 and 26		
Contributing Drainage Area	295 acres		
Estimated Existing Impervious Area (%)	37.6%	Estimated Future Impervious Area (%)	51.6%
Project Location	This project is in a residential area near the Ash Meadows apartment complex. The area is bounded to the west by Interstate-5, SW Vale Court to the north, SW Parkway Avenue to the east, and SW Greenway Drive to the south.		
Statement of Need	The Boeckman Road Corridor Project requires mitigation of increased flow in Boeckman Creek due to the planned removal of the flow control structure at Boeckman Road. This project reestablishes historic flow patterns to Coffee Lake Creek by rerouting high flows from the Siemens Pond B (Opp. ID 25) and Boeckman Creek back to the Coffee Lake Creek basin.		
Project Description	<p>This project mitigates flow to Boeckman Creek by plugging the diversion structure that currently routes high flows from the Siemens Pond B (Opp. ID 25) east to Boeckman Creek. Rerouted flows will be conveyed through the culvert under Boeckman Road and down the natural drainage path toward Coffee Lake Creek. To mitigate the rerouted high flows, in-line storage will be enhanced between Ash Meadows Lane and Parkway Ave (Opp. ID 26).</p> <p>Project details are as follows:</p> <ul style="list-style-type: none">• Plug the flow diversion structure at Siemens Pond B.• Upsize 95 LF of 30-inch culvert at Boeckman Road to 48-inch diameter PVC.• Install a 3-foot x 3-foot grated inlet to serve as a flow control structure at SW Ash Meadows Circle.• Clear, regrade, and replant 1.3-acres of drainage way and embankment to ensure a low-flow drainage path and healthy vegetation.		



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Capital Project Fact Sheet

BC-2 – Ash Meadows Flow Mitigation

BC-2	Ash Meadows Flow Mitigation	
Design Considerations / Assumptions	<ul style="list-style-type: none">• This project is predicted to mitigate 75% of the increased peak flow to Boeckman Creek resulting from the removal of the Boeckman Creek flow control structure during the 25-year storm, under existing hydrological conditions.• This project and cost estimate do not include any modification of the area east of SW Parkway Avenue and south of Boeckman Road.• Existing topography at the Ash Meadows site ranges between 182 -190 feet in elevation, with an estimated storage potential of 181,000 cubic feet.• This project is intended to mitigate additional flow to the culvert under I-5, approximately 300 feet downstream of the Ash Meadows site, and mimic existing flow conditions.• The flow control structure will store 25-year peak flows at a maximum water surface elevation (WSE) of 190 feet. This max WSE will maintain 2 feet of freeboard to neighboring residential properties. Final design will include confirmation of flow control structure sizing.	
Estimated Project Cost	Capital Expense Total	\$995,000
	Design / Construction Admin. (11%)	\$109,000
	Engineering & Permitting (30%)	\$299,000
	Total Cost	\$1,403,000
Project Cost Notes	<ul style="list-style-type: none">• The Ash Meadows site is approximately 55,000 square feet. Earthwork estimates assume 1.5-feet of excavation and 6-inches of amended soils over the site area.• Clearing and plant restoration is necessary for entire area to 190 ft elevation.• A 30% engineering and permitting multiplier was applied due to in-water work.• Project concept and cost estimates developed in conjunction with the Boeckman Road Corridor Project.	

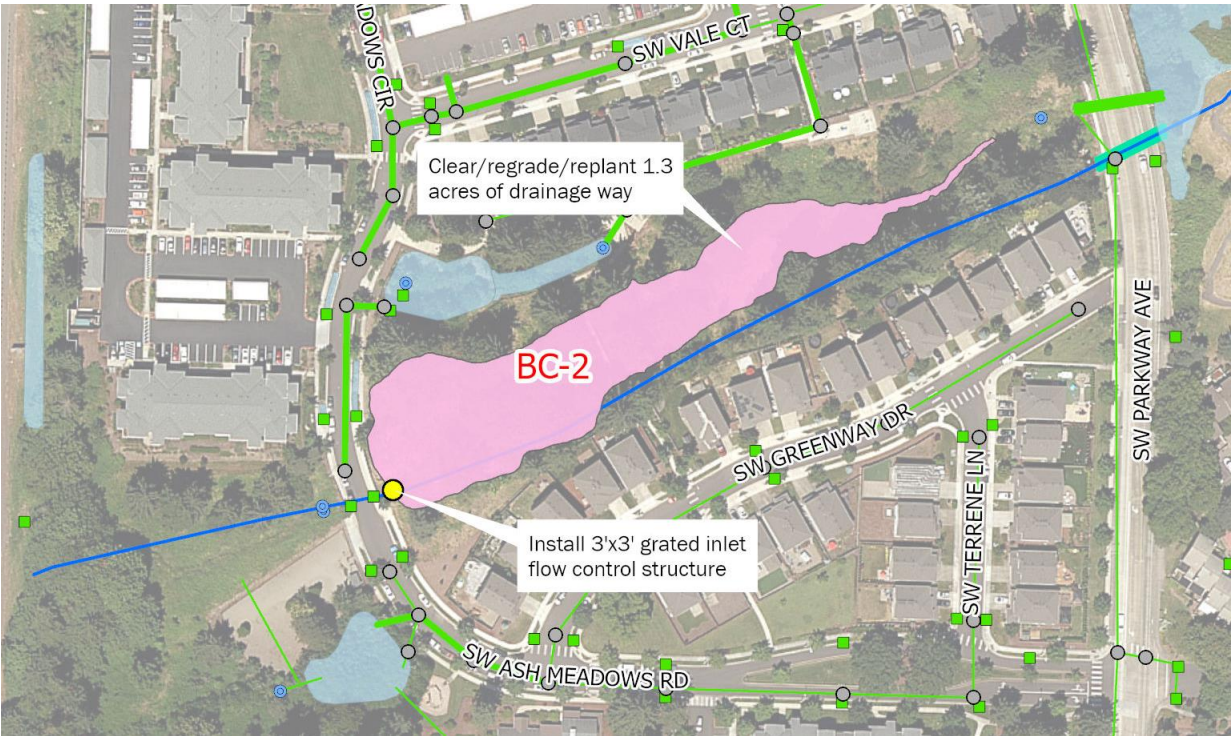
Additional Figures



Ash Meadows Drainage Way (Jan 2023)



Siemens Pond Diversion (Nov 2021)



Area map showing zoomed in view of Ash Meadows drainage way.



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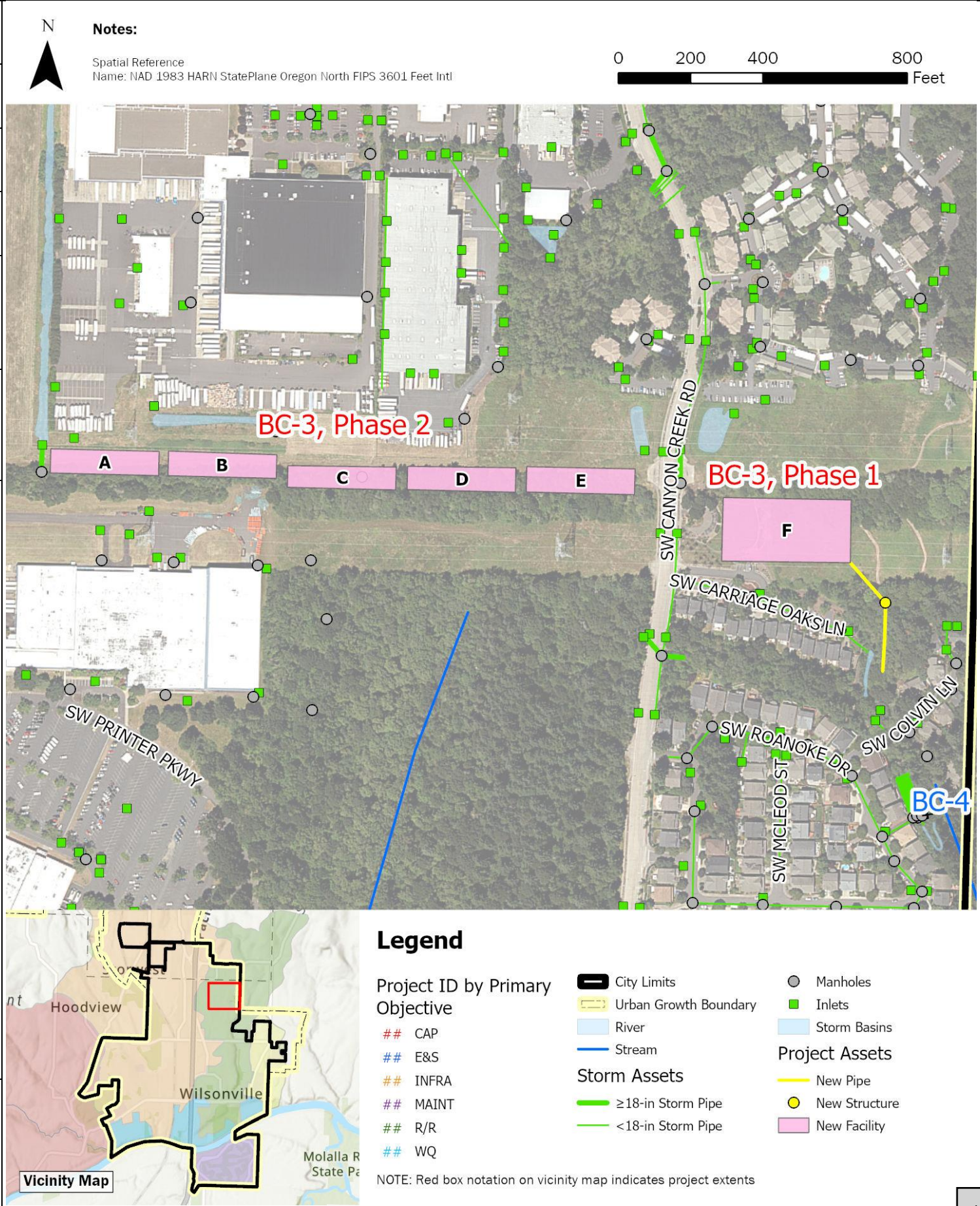
Capital Project Summary
BC-2 – Ash Meadows Flow Mitigation

BC-3	Wiedemann Ditch and Canyon Creek Park Retrofit		
Project Objective(s)	Capacity (Mitigation) Water Quality		
Project Opportunity ID	24		
Contributing Drainage Area	295 acres		
Estimated Existing Impervious Area (%)	38.1%	Estimated Future Impervious Area (%)	47.0%
Project Location	This project is located east and west of SW Canyon Creek Road along the existing BPA easement. Phase 1 is located at Canyon Creek Park, north of SW Carriage Oaks Lane. Phase 2 extends west to east along the existing Wiedemann Ditch alignment, south of the Sysco property.		
Statement of Need	The Boeckman Road Corridor Project requires mitigation of increased flow in Boeckman Creek due to the planned removal of the flow control structure at Boeckman Road. This project provides additional floodplain storage through enhancement of the existing Wiedemann Ditch alignment and installation of a storage facility at Canyon Creek Park.		
Project Description	<p>This project mitigates flow to Boeckman Creek through the creation of a series of linear wetland complexes along the existing Wiedemann Ditch within the BPA easement (Facilities A-E). Discharge from the linear wetland complexes will be routed through the existing 48-inch culvert underneath Canyon Creek Rd. prior to entering the proposed vegetated storage facility (Facility F) within available, undeveloped space at Canyon Creek Park.</p> <p>Due to project complexity and size, this project is costed as two phases and numbered based on recommended sequencing. Project details by phase are as follows:</p> <p>Phase 1 (Canyon Creek Park)</p> <ul style="list-style-type: none">• Clear, regrade, and replant approximately the 1.6-acre proposed vegetated storage facility.• Install a flow control/outlet structure with emergency overflow at the storage facility.• Install 350 LF of 36-inch diameter PVC to discharge from the southeast corner of the site towards Boeckman Creek.• Install one new manhole at bend in new 36-inch pipe. <p>Phase 2 (Wiedemann Ditch)</p> <ul style="list-style-type: none">• Clear, regrade, and replant approximately 2.1-acres along the existing ditch alignment to install five, tiered wetland complexes.• Install a 12-foot wide, 1,500-foot-long access road west of Canyon Creek Road.		



Capital Project Summary

BC-3 – Wiedemann Ditch and Canyon Creek Park Retrofit



BC-3	Wiedemann Ditch and Canyon Creek Park Retrofit		
Design Considerations / Assumptions	<ul style="list-style-type: none">This project is predicted to mitigate 98% of the increased peak flow to Boeckman Creek resulting from the removal of the Boeckman Creek flow control structure during the 25-year storm, under existing hydrological conditions.Coordination with both Sysco and BPA is necessary prior to design and construction.The Canyon Creek Park facility (Phase 1) is to be designed per the City's surface water requirements with an assumed active storage depth of four feet and 3:1 side slope. Sizing is based on the desire to maximize the flow mitigation potential of the site. If less flow mitigation is needed, the pond footprint and/or depth may be reduced.The Wiedemann Ditch alignment (Phase 2) receives drainage from the existing north-south Sysco ditch on Sysco property. Sysco has identified this location as a potential mitigation site for their planned facility expansion.The linear wetlands (Phase 2) will be hydraulically connected, using weirs to provide a storage depth of two feet within each cell.		
Estimated Project Cost		Phase 1	Phase 2
	Capital Expense Total	\$2,809,000	\$4,187,000
	Design / Construction Admin. (11%)	\$309,000	\$461,000
	Engineering & Permitting (Capped)	\$500,000	\$500,000
	Total Cost	\$3,618,000	\$5,148,000
Project Cost Notes	<ul style="list-style-type: none">The Canyon Creek Park site (Phase 1) is approximately 69,000 sf. Earthwork estimates assume 1.5-feet of excavation over the site area and the 6-inches of amended soil, per City Standards.Final design will include confirmation of weir sizing and layout.Final design will include confirmation of vegetated facility plantings and structure sizing.Project concept and cost estimates were initially developed in conjunction with the Boeckman Road Corridor Project. A cap on engineering and permitting was applied.		



Additional Figures



Canyon Creek channel (Jan 2023)

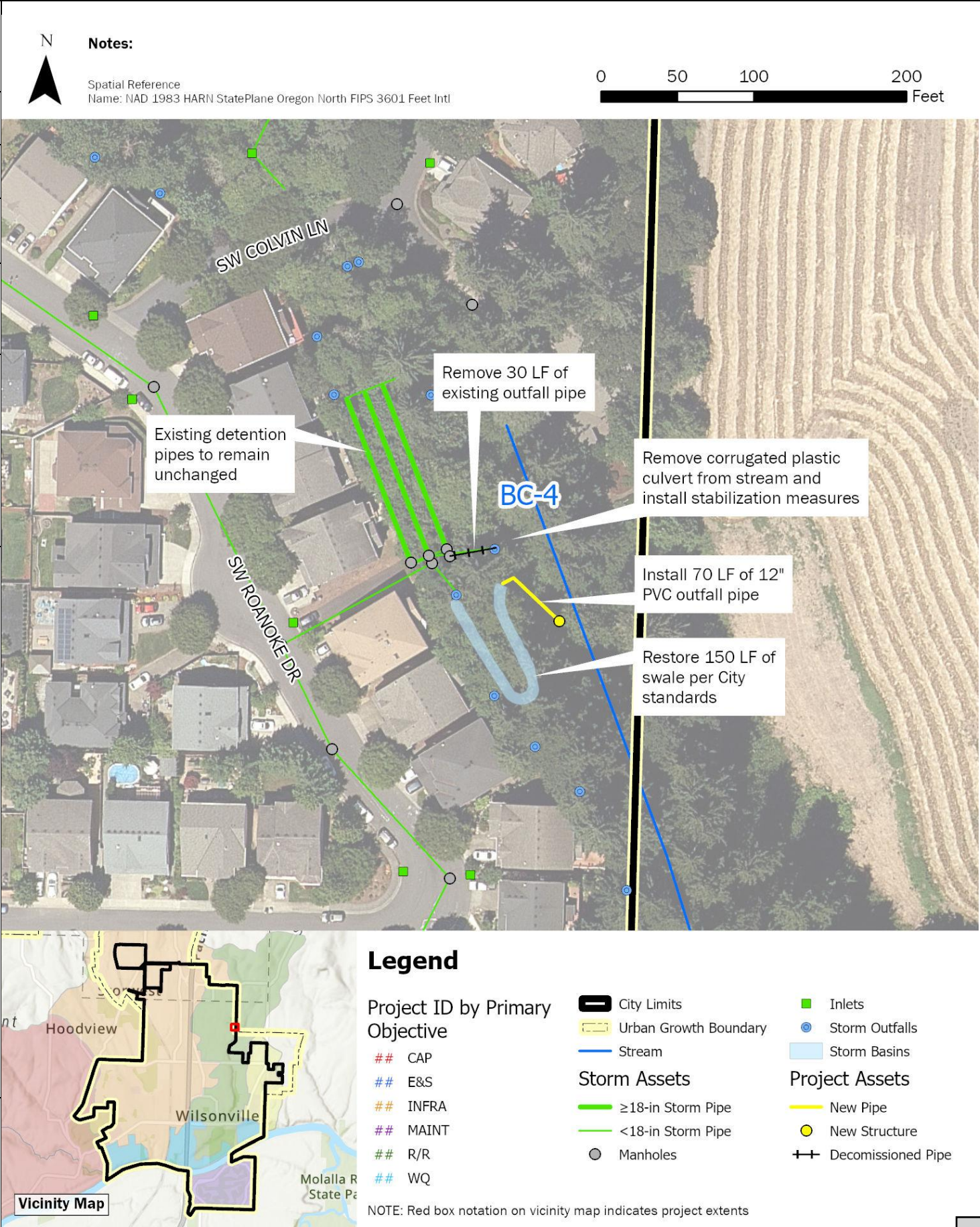


Canyon Creek channel (Jan 2023)



Wiedemann Ditch alignment (Sep 2021)

BC-4	Boeckman Creek Stabilization at Colvin Lane		
Project Objective(s)	Erosion/Sediment Control Repair/Replace Maintenance		
Project Opportunity ID	15		
Contributing Drainage Area	358 acres		
Estimated Existing Impervious Area (%)	36.7%	Estimated Future Impervious Area (%)	45.3%
Project Location	This project is located along the Boeckman Creek corridor, adjacent to a residential neighborhood (Canyon Creek Estates) and bounded to the west by SW Roanoke Drive. SW Colvin Lane is directly north of the project location.		
Statement of Need	<p>Streambank erosion and channel migration have been observed in the Boeckman Creek tributary segment, which discharges to Boeckman Creek downstream of SW Colvin Lane. The 2012 Master Plan identified this location as a project need (BC-8), and subsequent site visits and conversations with City staff confirmed the need.</p> <p>Corrugated plastic piping installed by a resident with the intention of mitigating erosion was not approved by the City. Trees have fallen and additional tree loss may occur due to streambank loss.</p>		
Project Description	<p>This project includes riparian and in-channel bank stabilization measures to address resident concerns and stabilize the section of the tributary channel bank. This project also includes restoration of the existing water quality swale.</p> <p>Project details are as follows:</p> <ul style="list-style-type: none">Removal of approx. 30 LF of existing outfall pipe.Installation of approx.70 LF of 12-inch PVC to serve as a new outfall.Install planting and bioengineered restoration/stabilization measures along approx. 600 LF of stream corridor.Reconstruction of approx. 150 LF of vegetated swale in accordance with the City’s Public Works Standards (PWS).		



BC-4	Boeckman Creek Stabilization at Colvin Lane	
Design Considerations / Assumptions	<ul style="list-style-type: none">• The pipe system upstream of the outfall, including detention pipes in the City easement adjacent to 7590 Roanoke Drive N. will be preserved. Issues have not been reported and these pipes are assumed to be functioning as intended.• Assumes that access to the outfall stabilization area can be attained via the City easement between 7590 and 7598 Roanoke Drive N.• Exact stabilization measures to be determined during project design. Stabilization measures may include targeted planting, bio-engineered solutions such as live stakes or fascines, and gabion walls if necessary.• Swale reconstruction to be confirmed with final design.	
Estimated Project Cost	Capital Expense Total	\$167,000
	Design / Construction Admin. (11%)	\$18,000
	Engineering & Permitting (30%)	\$50,000
	Total Cost	\$235,000
Project Cost Notes	<ul style="list-style-type: none">• Assumes clearing/grubbing including stump removal and removal of existing corrugated pipe.• No costs included for access. Assumes access can be attained through an existing temporary City easement.	



Additional Figures



Streambank with resident-installed corrugated plastic pipe (May 2023)

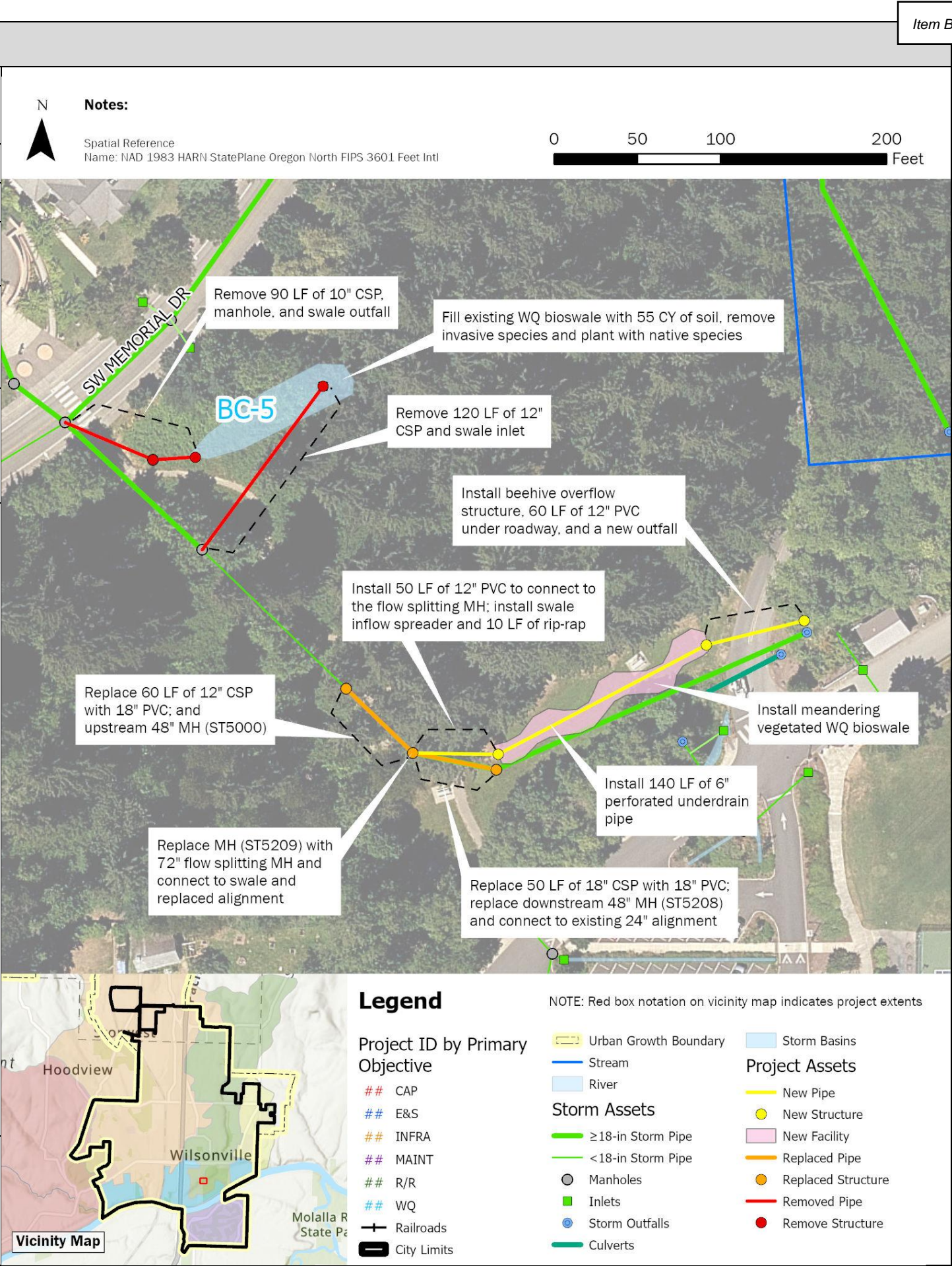


City-owned outfall pipe (May 2023)



Upstream detention pipes location (May 2023)

BC-5	Memorial Park Swale Retrofit		
Project Objective(s)	Water Quality Erosion/ Sediment Control Maintenance		
Project Opportunity ID	21		
Contributing Drainage Area	33 acres		
Estimated Existing Impervious Area (%)	56.3%	Estimated Future Impervious Area (%)	57.7%
Project Location	This project site is located in the southeast portion of the City within the Boeckman Creek watershed. The project is bounded by SW Memorial Drive to the north, the Memorial Park parking lot/baseball fields to the south, and forested area within Memorial Park to the east and west.		
Statement of Need	The water quality bioswale at SW Memorial Drive is eroded, not draining properly, and not providing a water quality benefit. Modeling evaluation indicates that the pipe system after the convergence point at SW Memorial Drive has a constriction resulting in backwater and upstream system flooding.		
Project Description	<p>This project includes removal and relocation of an existing water quality bioswale off SW Memorial Drive and installation of a new water quality bioswale and associated infrastructure at the downslope near the Memorial Park parking lot.</p> <p>Project details are as follows:</p> <ul style="list-style-type: none"> Remove existing water quality swale (ENG IDs provided in parentheses when applicable, CARTE ID provided when ENG ID is not available): <ul style="list-style-type: none"> Remove 90 LF of 10-inch CSP (SD5041 and SD5042). Remove 120 LF of 12-inch CSP (SD5044). Remove manhole (ST5098). Remove swale inlet structure (CARTE ID 568). Remove swale outfall structure (CARTE ID 19). Fill existing swale and revegetate area. Replace two 48-inch manholes (ST5000 and ST5208). Replace 60 LF of 12-inch CSP with 18-inch PVC pipe (SD5046). Replace 50 LF of 18-inch CSP with 18-inch PVC pipe (SD5206). Install a new meandering water quality swale near the Memorial Park parking lot: <ul style="list-style-type: none"> Replace manhole ST5209 with a 72-inch flow splitting/WQ manhole. Install 50 LF of 12-inch PVC pipe. Install 140 LF of 6-inch perforated HDPE underdrain pipe. Install swale inflow spreader. Install 10 ft x 4 ft rip-rap pad in front of inflow spreader. Install beehive overflow structure. Install new outfall into the creek. Install vegetated swale with required 1 foot of drain rock and 1.5 feet of amended soil. 		

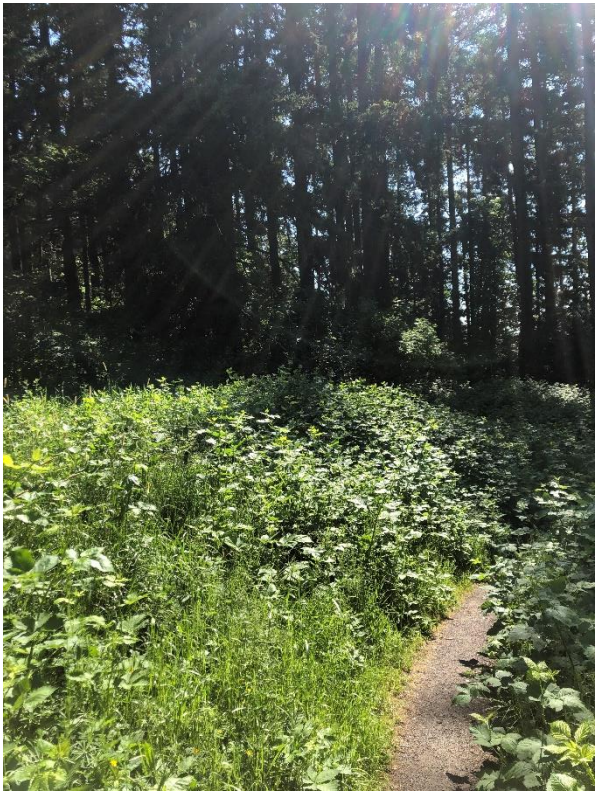


BC-5	Memorial Park Swale Retrofit	
Design Considerations / Assumptions	<ul style="list-style-type: none">Installation of the water quality bioswale is a water quality retrofit project, as the site is space constrained limiting the use of the BMP Sizing Tool for required facility sizing. Approx. size of the facility is 200 ft x 12 ft = 2,400 SF.<ul style="list-style-type: none">Existing swale (to be removed) is estimated to be approx. 1,500 SF.Soil infiltration rates are anticipated to be very low (0.02-0.07 in/hr based on USDA NRCS survey).The maximum width of the swale is 12 feet.Maximum side slopes of the swale are 3H:1V with a 2-foot minimum width flat bottom.The maximum depth from growing media to overflow elevation is 1 foot.Three feet of required media (12-inches of drain rock, 3-inches of open graded aggregate, and 18-inches of growing media minimum).<ul style="list-style-type: none">Table 3.11 of the PWS notes that by increasing the growing media by 12 inches or more the facility surface area can be reduced by 25 percent.A small portion of the facility resides within the FEMA 100-year floodplain. As this is not an infiltration site it does not require additional seasonal high groundwater testing.Upsizing the 12-inch CSP (SD5046) with 18-inch PVC reduces the duration of modeled flooding at ST5000. Given the significant amount of vegetation and steep slopes in the area, full replacement of the alignment is not proposed.Installation of a diversion manhole upstream of the swale may result in periodic surcharge of the swale that will overflow into the nearby creek. <p>Standard Detail references:</p> <ul style="list-style-type: none">Vegetated swale – filtration reference ST-6045.Swale inflow spreader reference S-2225.Planter, Rain Garden, Swale Flow Control Structure reference ST-6105.	
Estimated Project Cost	Capital Expense Total	\$383,000
	Design / Construction Admin. (11%)	\$42,000
	Engineering & Permitting (30%)	\$115,000
	Total Cost	\$540,000
Project Cost Notes	<ul style="list-style-type: none">Onsite fill from excavation of new swale to be stockpiled and used to fill existing swale footprint.All existing conveyance piping and manholes to remain in place except for those identified for removal from the existing swale and replacement from manholes ST5000 to ST5208.Project cost estimate assumes a single meandering, vegetated swale. Parallel vegetated swales may also be considered to increase capacity of the facility at this site.Engineering and permitting estimate reflect in water work required for outfall installation.	

Additional Figures



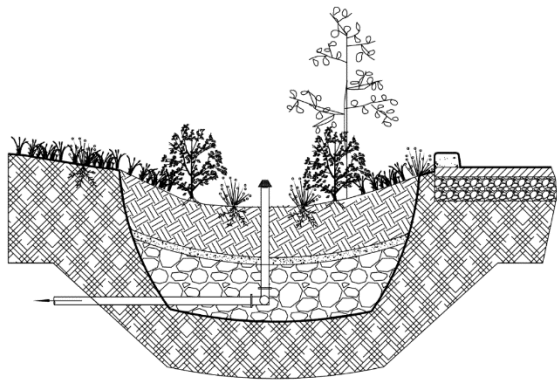
Current water quality swale near SW Memorial Drive (Jan 2023)



Water quality swale in the spring overgrown with invasive species (May 2023)



Open area along the creek to relocate the Memorial Park Swale (May 2023)



Vegetated Swale – Filtration (ST-6045)



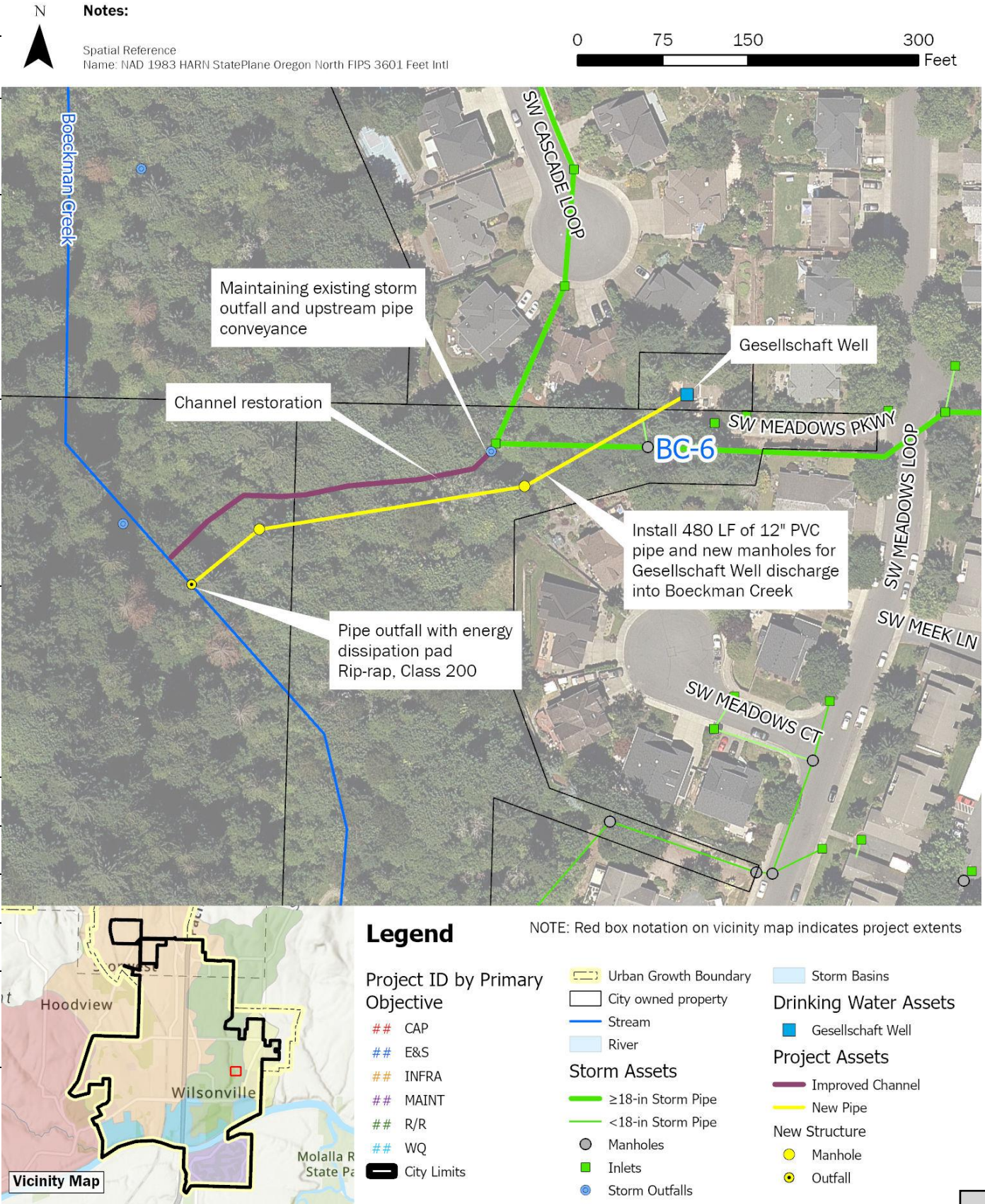
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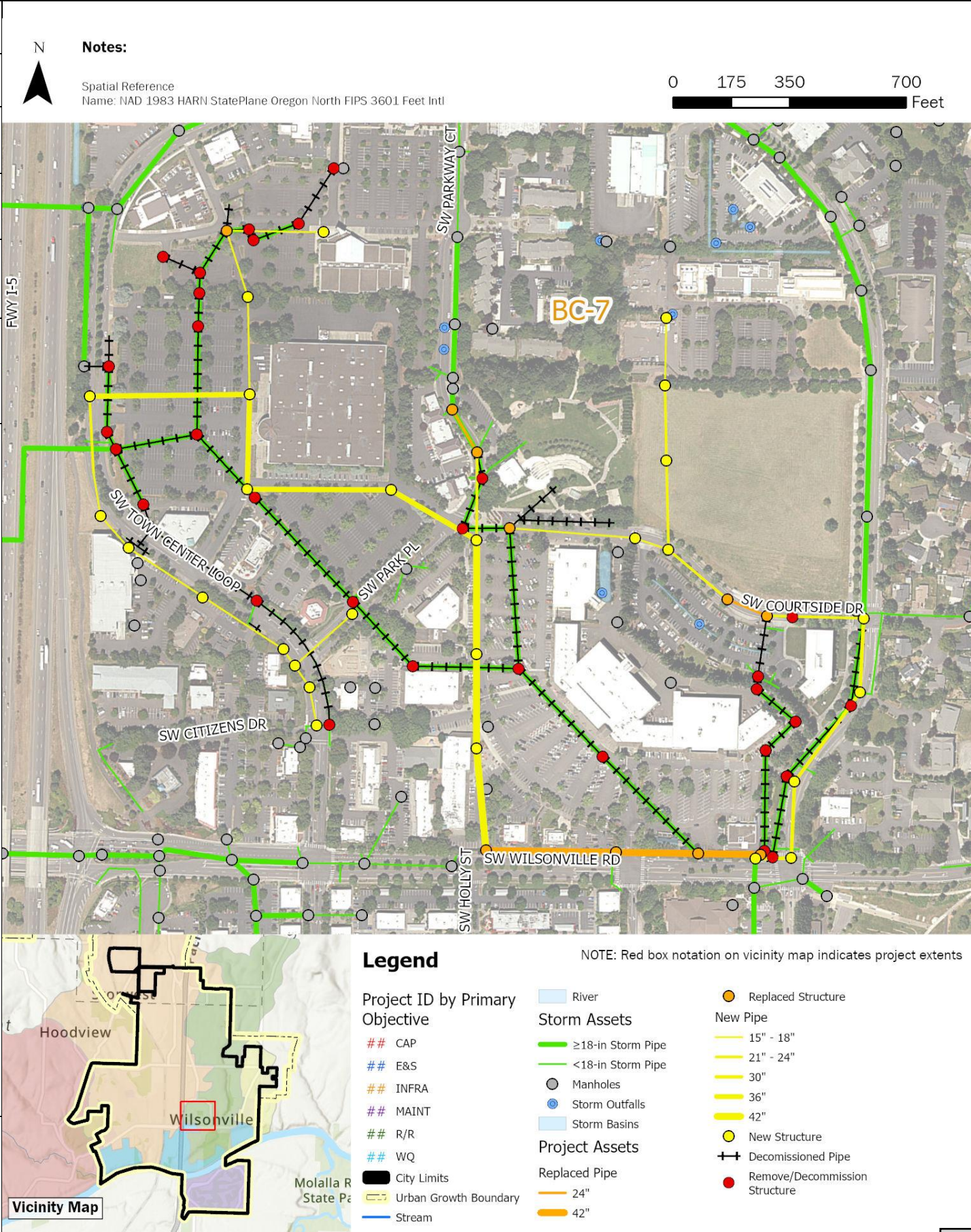
Capital Project Summary

BC-5 - Memorial Park Swale Retrofit

BC-6	Gesellschaft Water Well Channel Restoration		
Project Objective(s)	Erosion/Sediment Control Maintenance		
Project Opportunity ID	41	Contributing Drainage Area (acres)	25 acres
Estimated Existing Impervious Area (%)	39.7%	Estimated Future Impervious Area (%)	39.9%
Project Location	This project is in the Boeckman Creek riparian area, near Wilsonville High School, at the Gesellschaft Well site (29001 SW Meadows Parkway). The area is directly west of SW Meadows Loop and bounded to the west by Boeckman Creek and SW Meadows Parkway to the north.		
Statement of Need	Weekly potable discharge from the Gesellschaft drinking water well and contributing stormwater runoff have caused severe erosion of the existing drainage channel to Boeckman Creek. The Gesellschaft well provides backup water supply and the City exercises the water well weekly to maintain quality and regulatory compliance. Under Capital Project #7054 (Fiscal Year 2015-2017) the City installed an asphalt apron and gabion boxes in three locations, but they have been undermined and are no longer effective at dissipating energy. The area is currently overgrown with blackberry brambles and inaccessible to conduct routine maintenance.		
Project Description	Project details are as follows: <ul style="list-style-type: none">Install approximately 480 LF of 12” PVC with 2 new MHs top pipe the weekly discharge from the well to the bottom of the slope into Boeckman Creek and bypass the existing drainage channel.Install outfall and energy dissipation pad with Class 200 riprap.Restore the eroded discharge channel (approximately 310 LF) through the installation of coir log check dams, coir matting, and re-vegetating with native trees and shrubs.		
Design Considerations / Assumptions	<ul style="list-style-type: none">Project need was identified in the 2012 SMP (BC-4).Existing outfall (STD3008) and upstream stormwater pipes can remain as is for the contributing 25-acre drainage area.The weekly discharge rate from the drinking water well is unknown. The pipe is sized based on the City’s PWS and the smallest acceptable diameter for the public system. ODWR well logs were reviewed to verify pipe sizing.Water discharge conveyance designed to comply with stormwater conveyance standards.		
Estimated Project Cost	Capital Expense Total	\$219,000	
	Design / Construction Admin. (11%)	\$24,000	
	Engineering & Permitting (30%)	\$66,000	
	Total Cost	\$309,000	
Project Cost Notes	<ul style="list-style-type: none">Connection to the well discharge point unknown and not included in cost estimate.Channel restoration estimates are based on 2012 SMP and City staff feedback; the site was inaccessible during site visits.		



BC-7	Town Center Conveyance Pipe Installation		
Project Objective(s)	Infrastructure Need (New development)		
Project Opportunity ID	43		
Contributing Drainage Area	141 acres		
Estimated Existing Impervious Area (%)	43.6%	Estimated Future Impervious Area (%)	51.2%
Project Location	The project site is located in the Town Center Planning District of the City, bounded by Interstate-5 to the west, SW Town Center Loop to the north and east, and SW Wilsonville Road to the south.		
Statement of Need	The City adopted the City of Wilsonville Town Center Plan in 2019, which includes a conceptual public stormwater collection system layout. This project includes proposed stormwater pipe (trunk lines >15" diameter), manholes, and existing stormwater pipe and manhole decommissioning associated with this development plan.		
Project Description	<p>This project reflects pipe and manhole installation and decommissioning/abandonment provided by the City from the 2019 Town Center Development Plan.</p> <p>Project details are as follows:</p> <ul style="list-style-type: none">Decommission approx. 7,670 LF (1.45 miles) of existing pipe between 12-42 inches:<ul style="list-style-type: none">150 LF of 12-inch; 690 LF of 15-inch; 20 LF of 18-inch; 670 LF of 21-inch; 1,020 LF of 24-inch; 2,060 LF of 30-inch; 2,600 LF of 36-inch; and 460 LF of 42-inch.Decommission 33 manholes associated with decommissioned pipe.Replace approx. 1,130 LF (0.21 miles) of existing pipe (ENG IDs provided in parenthesis when applicable):<ul style="list-style-type: none">Replace 150 LF of 24-inch DI with PVC (ST3410 to ST3409).Upsize 130 LF of 15-inch PVC with 24-inch PVC (ST3485 to ST3484).Upsize 390 LF of 18-inch RCP with 42-inch PVC (PST3407 to ST3493).Upsize 250 LF of 24-inch RPC with 42-inch PVC (ST3493 to ST3402).Replace 210 LF of 42-inch RCP with PVC. (ST3402 to ST3400).Replace 10 manholes with: two 48" MHs (ST3453 and ST3406), four 60" MHs (ST3410, ST3409, ST3485, and ST3484), and four 72" MHs (ST3401, PST3407, ST3493, and ST3402).Install approx. 7,625 LF (1.45 miles) of new 15- to 42-inch PVC pipe:<ul style="list-style-type: none">Install 1,150 LF of 15-inch PVC.Install 1,640 LF of 18-inch PVC.Install 230 LF of 21-inch PVC.Install 1,280 LF of 24-inch PVC.Install 890 LF of 30-inch PVC.Install 1,500 LF of 36-inch PVC.Install 935 LF of 42-inch PVC.Install 27 manholes with twelve 48" MHs, eight 60" MHs, and seven 72" MHs.		



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BC-7 - Town Center Conveyance Pipe Installation

BC-7	Town Center Conveyance Pipe Installation	
Design Considerations / Assumptions	<ul style="list-style-type: none">• Installation is assumed to be phased in conjunction with development activities.• Decommissioned pipe and structures will be abandoned in place to continue use as the phased development is built-out.• When feasible, pipes and manholes were designated for replacement instead of removal and new installation.• Pipe estimates only include pipe 15-inches and greater in diameter.• Conveyance system sizing was provided by the City and was not modeled in InfoSWMM.• If GIS attribute information was missing per the Town Center Development Plan, the pipe diameter from the nearest connected pipe was used to estimate pipe diameters and lengths.	
Estimated Project Cost	Capital Expense Total	\$9,284,000
	Design / Construction Admin. (11%)	\$1,021,000
	Engineering & Permitting (Cap)	\$500,000
	Total Cost	\$10,805,000
Project Cost Notes	<ul style="list-style-type: none">• Cost estimates assume use of PVC for all new and replacement pipe materials.• Project cost assume pipe installations will all occur in roadways, and pavement restoration and trenching are assumed in the pipe unit costs.• All decommissioned/abandoned assets are to remain in place and be filled with grout.• No earthwork beyond trenchwork is included.• A cap on engineering and permitting and surveying was applied.	

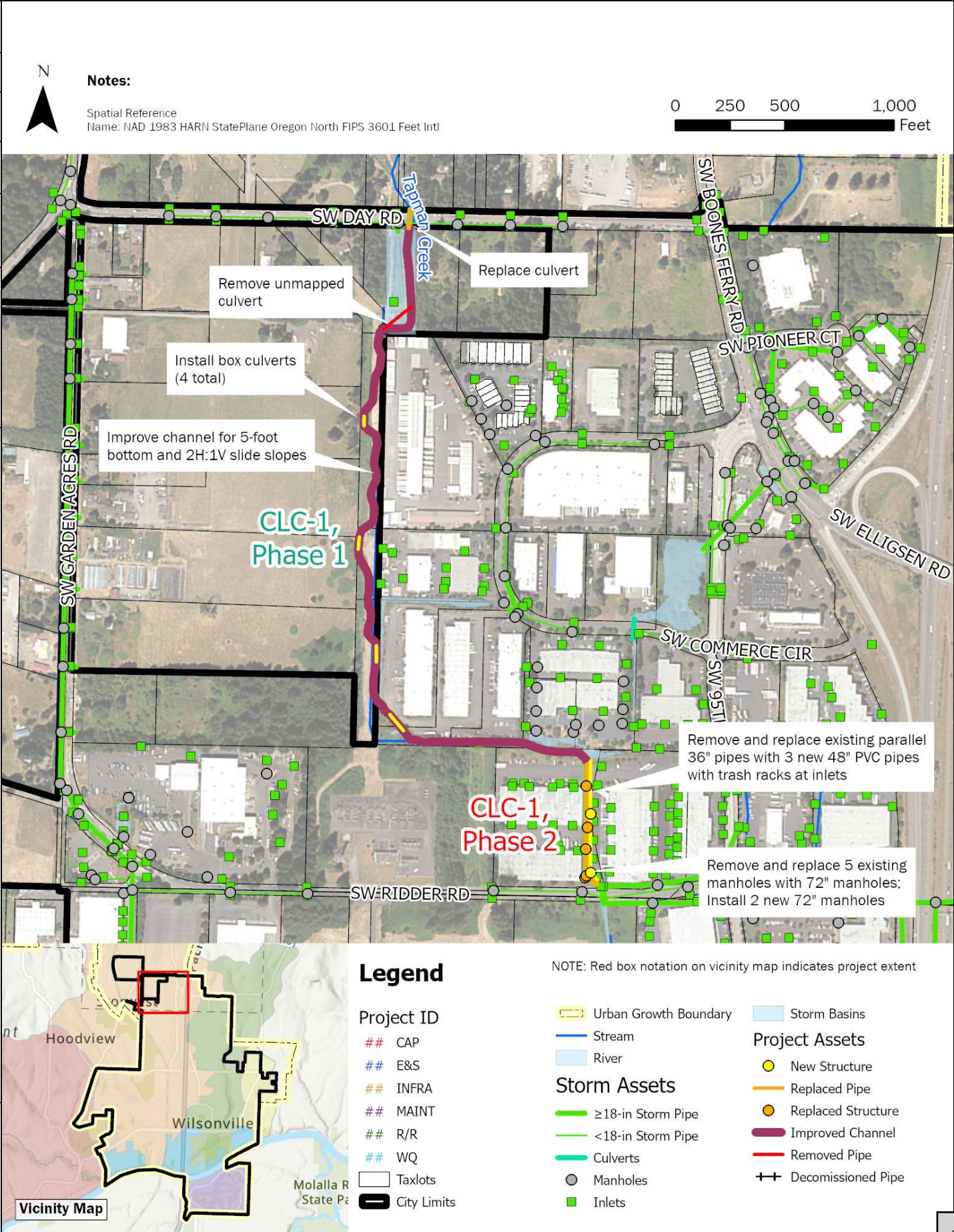
Additional Figures



Town Center Plan – Phase 3, Full Buildout (2019)



CLC-1	Day Road Stormwater Improvements		
Project Objective(s)	Repair and Replacement Capacity		
Project Opportunity ID	9		
Contributing Drainage Area	944 acres		
Estimated Existing Impervious Area (%)	30.4%	Estimated Future Impervious Area (%)	49.1%
Project Location	This project is in an industrial area south of Day Road and north of Ridder Road. The project extents run along the Bonneville Power Authority (BPA) easement before crossing the parking lot of industrial Tax Lot 500.		
Statement of Need	Stormwater conveyance between Day Road and Ridder Road includes a series of culverts and open channels and is limited in capacity and storage potential. Portions of the channel have a negative slope. Flooding is routinely observed at adjacent properties. Development in the Tapman Creek basin may increase the frequency and severity of flooding. In 2019, AKS prepared a facility siting alternatives report, which included design concepts to alleviate existing flooding, but future development conditions were not evaluated.		
Project Description	<p>This project includes a phased approach to mitigate flooding of adjacent industrial properties. Phase 1 includes construction of the channel improvements and culvert installation consistent with AKS' Alt A-3 per the 2019 report. Phase 2 includes upsizing the two existing 36-inch parallel pipes to 48-inch beneath the parking lot of Tax Lot 500 and installing a third, parallel 48-inch pipe to reduce modeled flooding expected in the future development condition. Project details are as follows:</p> <p>Phase 1 - refer to Alt A-3 of the AKS report for full details.</p> <ul style="list-style-type: none">• Regrade and reconstruct approx. 4,500 feet of open channel to eliminate negative slope. The resulting channel shall be approximately 5-foot wide (bottom width) ranging from 1-foot to 6-feet deep. The channel widens at elevation 223.0 to create a floodplain. Side slopes are designed at 2H:1V.• Construct a structural earth wall at bends in the channel and along the east-west portion of the alignment, as specified in the AKS report.• Install 200 LF of open-bottom or box culverts (4 culverts total) to provide access to the existing BPA utility poles while also maximizing conveyance.• Remove the unmapped, 50-foot existing culvert at the northwest corner of the northernmost industrial property south of Day Road.• Install approx. 190 LF of two barrel, 36-inch diameter PVC culverts at Day Road. <p>Phase 2</p> <ul style="list-style-type: none">• Remove and replace the two existing approx. 600 LF, 36-inch parallel storm pipes located beneath the parking lot of Tax Lot 500 with approx. 600 LF of 48-inch PVC storm pipe.• Remove and replace five existing manholes along existing pipes with 72-inch manholes.• Install a third 600 LF of 48-inch PVC storm pipe parallel to the upsized pipes.• Construct two new 72-inch manholes on the new 48" pipe alignment.• Construct trash racks at the inlet at each of the three new pipes.		



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CLC-1 – Day Road Stormwater Improvements

CLC-1	Day Road Stormwater Improvements		
Design Considerations / Assumptions	<ul style="list-style-type: none">The AKS project concept was modeled and incorporated into the updated InfoSWMM model for this SMP, which reflects updated hydrology.Model results indicate that the proposed concept alleviates flooding in the existing land use condition. Future land use conditions assume unmitigated flow from new/ redevelopment. Modeled flooding is still predicted in the future land use condition, but adherence to PWS requiring onsite retention should reduce future flows to this area.Assessment of flooding during the 100-year storm was based on maximum WSE in relation to the elevation of adjacent structures.PWS design criteria for culverts (using the 100-year storm) is met at both Day Road and Ridder Road. The criteria are not met under future (unmitigated) land use condition.The catchment area draining to this project includes areas outside of City limits within the City of Tualatin. Application of local design standards in Tualatin may impact future flow conditions to this location.Access to BPA alignment, towers, and overhead power lines must be maintained.The small pond at inlet of culverts across Ridder Road is assumed landscape features, not detention and were not modeled - it is assumed that there is adequate space for outlets of the three proposed 48" pipes to this pond.		
Estimated Project Cost		Phase 1	Phase 2
	Capital Expense Total	\$3,734,000	\$2,220,000
	Design / Construction Admin. (11%)	\$411,000	\$244,000
	Engineering & Permitting (Cap)	\$500,000	\$500,000
	Total Cost	\$4,645,000	\$2,964,000
Project Cost Notes	<ul style="list-style-type: none">Where possible, quantities for project components listed in the 2019 AKS report were verified and maintained. Costs are calculated based on the unit costs developed for this SMP. Unit costs for items derived directly from the 2019 AKS report were escalated to 2023 based on ENR CCI.Multipliers were applied as consistent with other capital projects. Lump sum costs used in the AKS estimate were not carried over.The AKS cost estimate did not include costs for Design/Construction Admin or Engineering/Permitting. These multipliers have been included for consistency with other capital project estimates.Project concept and cost estimates were initially developed by AKS (30% design drawings are complete). A cap on engineering and permitting was applied.		

Additional Figures



Ponding north of Day Road
(Jan 2022)



Conveyance channel south of Day Road
(Jan 2022)



Conveyance channel and impoundment south of Day Road after storm
(Jan 2022)



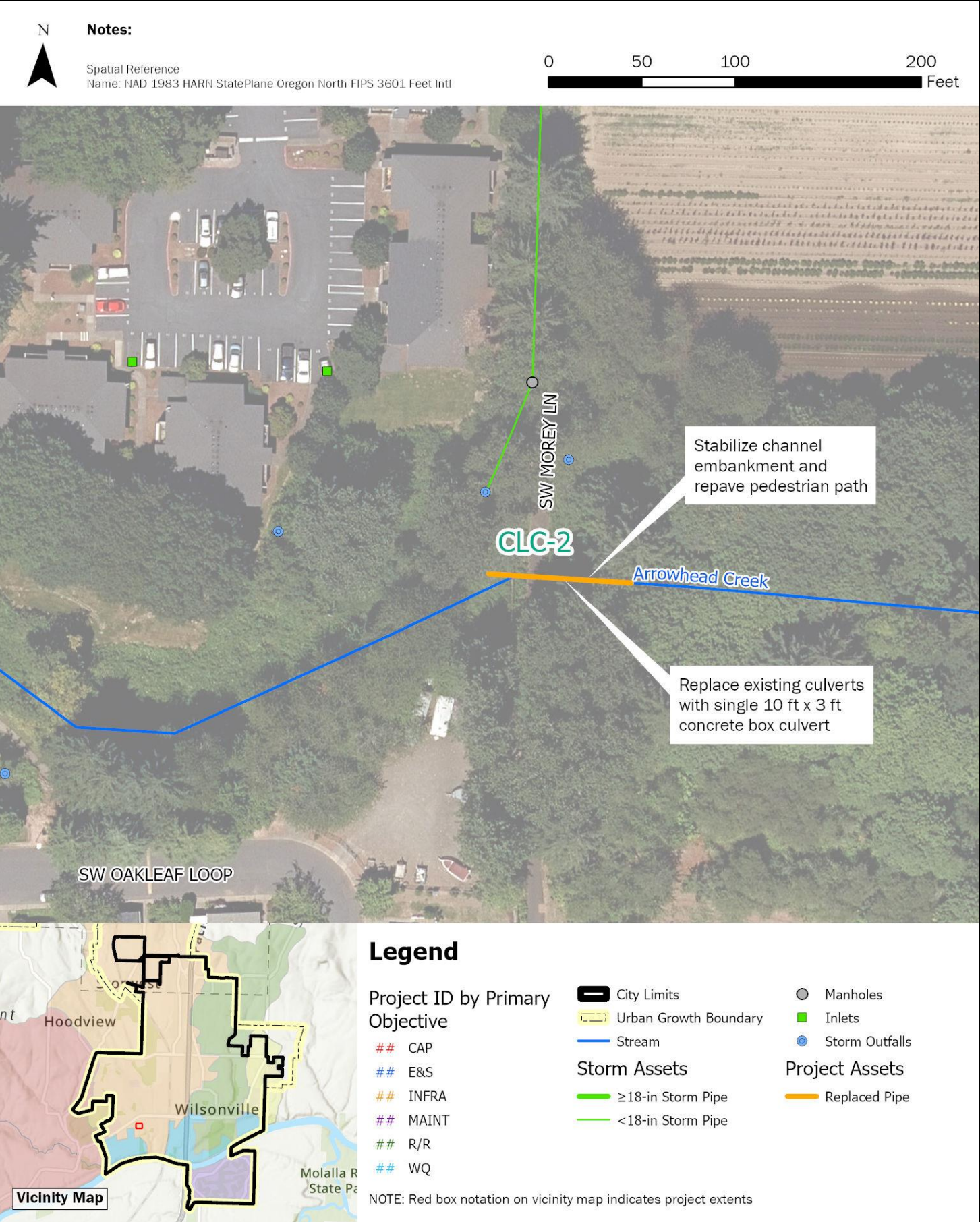
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CLC-1 – Day Road Stormwater Improvements

CLC-2	Arrowhead Creek Culvert Replacement at Arrowhead Creek Trail		
Project Objective(s)	Repair/Replacement Maintenance		
Project Opportunity ID	14		
Contributing Drainage Area	421 acres		
Estimated Existing Impervious Area (%)	35.25	Estimated Future Impervious Area (%)	37.29
Project Location	This project is located at the Arrowhead Creek culvert crossings under the Arrowhead Creek Trail. SW Oakleaf Loop is directly to the south of the project location.		
Statement of Need	The two existing, parallel 5-foot x 5-foot concrete box culverts that convey Arrowhead Creek under the pedestrian path are failing and in need of replacement. The 2012 Stormwater Master Plan identified this location as a project need (CLC-9), and subsequent site visits, results and findings of the 2022 stream assessment conducted for this SMP, and conversations with City staff confirmed the need.		
Project Description	<p>This project includes replacement of the existing parallel 5-foot x 5-foot concrete box culverts with new 10-foot by 3-foot concrete box culverts to address the failing culverts and stabilize the Arrowhead Creek channel and pedestrian trail's creek crossing.</p> <p>Project details are as follows:</p> <ul style="list-style-type: none">Remove and replace approx. 70 LF existing double 5 ft x 5 ft concrete box culverts with a 10 ft x 3 ft concrete box culvert.Install planting and bioengineered restoration/stabilization measures after replacement of the culvert to stabilize an area approximately 20 feet along the pedestrian path length and approximately 50 feet upstream and downstream of the crossing.Repave approx. 30 LF of the approx. 20-foot-wide pedestrian path after culvert replacement.		



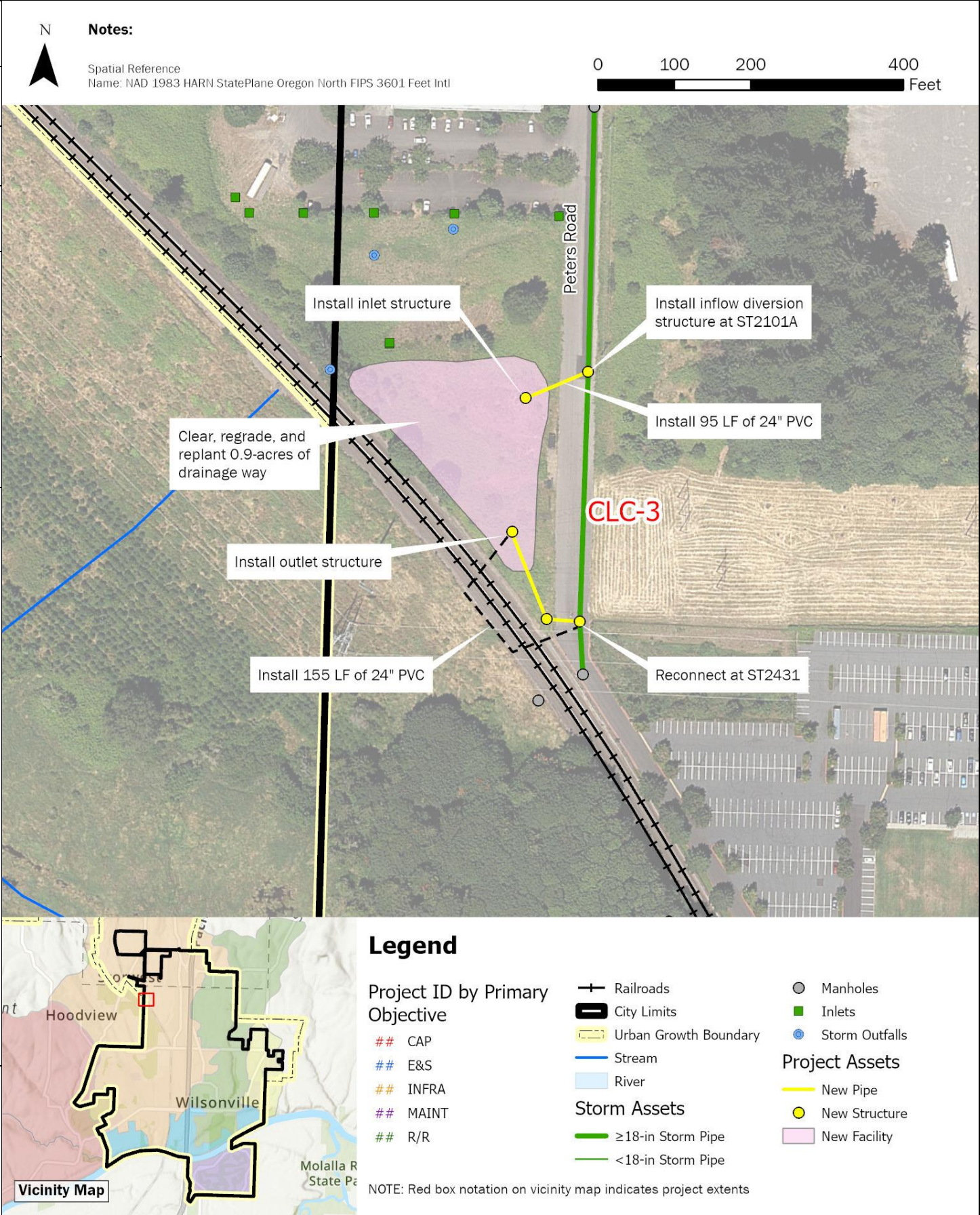
CLC-2	Arrowhead Creek Culvert Replacement at Arrowhead Creek Trail	
Design Considerations / Assumptions	<ul style="list-style-type: none">Model results indicate that a 10-foot x 3-foot concrete box culvert has sufficient capacity to convey the 100-year design storm flow in Arrowhead Creek without decreasing freeboard when compared to the current twin 5-foot x 5-foot culverts.Culvert sizing to be confirmed with final design.Assumes that access to the site for construction equipment can be obtained via the pedestrian path at Arrowhead Creek Lane.Exact stabilization measures to be determined during project design. Stabilization measures may include targeted planting, bio-engineered solutions such as live stakes or fascines, and gabion walls if necessary.Note that the City's GIS includes a 48" diameter culvert at this location, which is inconsistent with field observations from Stream Assessment conducted May 2022.	
Estimated Project Cost	Capital Expense Total	\$161,000
	Design / Construction Admin. (11%)	\$18,000
	Engineering & Permitting (30%)	\$48,000
	Total Cost	\$227,000
Project Cost Notes	<ul style="list-style-type: none">Assumes clearing/grubbing with stump removal in immediate areas as necessary for construction.No costs included for access - assumed access can be attained through pedestrian path.	

Additional Figures



Failing twin 5 ft x 5 ft culverts under pedestrian crossing looking upstream
(Source: Geomorphic Stream Assessment, Waterways Consulting, May 2022)

CLC-3	Garden Acres Pond Retrofit		
Project Objective(s)	Capacity (Mitigation) Water Quality		
Project Opportunity ID	32		
Contributing Drainage Area	231 acres		
Estimated Existing Impervious Area (%)	34.1%	Estimated Future Impervious Area (%)	52.8%
Project Location	This project is located at an existing public pond in an industrial area along Peters Road. The area is bounded to the west by SW Graham's Ferry Rd, SW Day Road to the north, SW 95 th Ave to the east, and the Coffee Lake Wetlands to the south.		
Statement of Need	The stormwater collection system along Peters Road is undersized with several pipe constrictions limiting flow upstream of the railroad crossing. Future development is anticipated to increase runoff to the system. Options to upsize the collection system at the railroad crossing are limited due to required coordination with the railroad and METRO.		
Project Description	<p>This project entails the retrofit of an existing public pond, located in a greenfield east of Peters Road, to provide additional storage of stormwater during high flow events. Retrofit of the pond includes increasing its current storage capacity from 13,200 to 39,000 cubic feet. Stormwater will be diverted towards the pond to reduce flow through undersized storm piping along Peters Road. Rerouted flow from the pond will reconnect to the main network prior to discharge in Coffee Lake Wetlands.</p> <p>Project details are as follows:</p> <ul style="list-style-type: none">• Install a flow diversion structure at Peters Road (ST2101A).• Install 95 LF of 24-inch PVC pipe from Peters Road to the inlet of the detention pond.• Increase existing detention pond capacity by 25,600 cubic feet and lower pond bottom invert to an elevation of 196-ft.• Clear, regrade, and replant 0.9-acres of pond footprint area.• Install an outlet control structure within the detention pond.• Install 155 LF of 24-inch diameter PVC pipe from the detention pond to the stormwater conveyance system on Peters Road (ST2431).		



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CLC-3 – Garden Acres Pond Retrofit

CLC-3	Garden Acres Pond Retrofit	
Design Considerations / Assumptions	<ul style="list-style-type: none">As-builts were received for the existing public pond and existing storage volume estimated from the as-builts.All proposed improvements are within the public pond boundaries. Property lines to be verified by survey.This project is intended to alleviate modeled flooding of the Peters Road system under current land use conditions; however, future development conditions may still result in flooding along Peters Road and SW Garden Acres Road. Future development will be required to adhere to current stormwater design standards and retain/mitigate flow to pre-development conditions.H/H modeling was used to confirm the flow diversion structure configuration and pond operation up to the 25-year storm event. The proposed design incorporates an emergency spillway to the railroad ditch for higher storm events.	
Estimated Project Cost	Capital Expense Total	\$808,000
	Design / Construction Admin. (11%)	\$89,000
	Engineering & Permitting (20%)	\$161,000
	Total Cost	\$1,058,000
Project Cost Notes	<ul style="list-style-type: none">The proposed detention facility footprint is approximately 39,200 square feet. Earthwork estimates assume additional excavation of 25,600 cubic feet to provide the required storage.Final design will include confirmation of vegetation enhancement and structure sizing.	
<div><div><div>Brown AND Caldwell</div></div><div>City of Wilsonville Project No: 156157 Wilsonville Stormwater Master Plan Page 2 of 2</div></div>	<div>Capital Project Summary</div> <div>CLC-3 – Garden Acres Pond Retrofit</div>	

Additional Figures

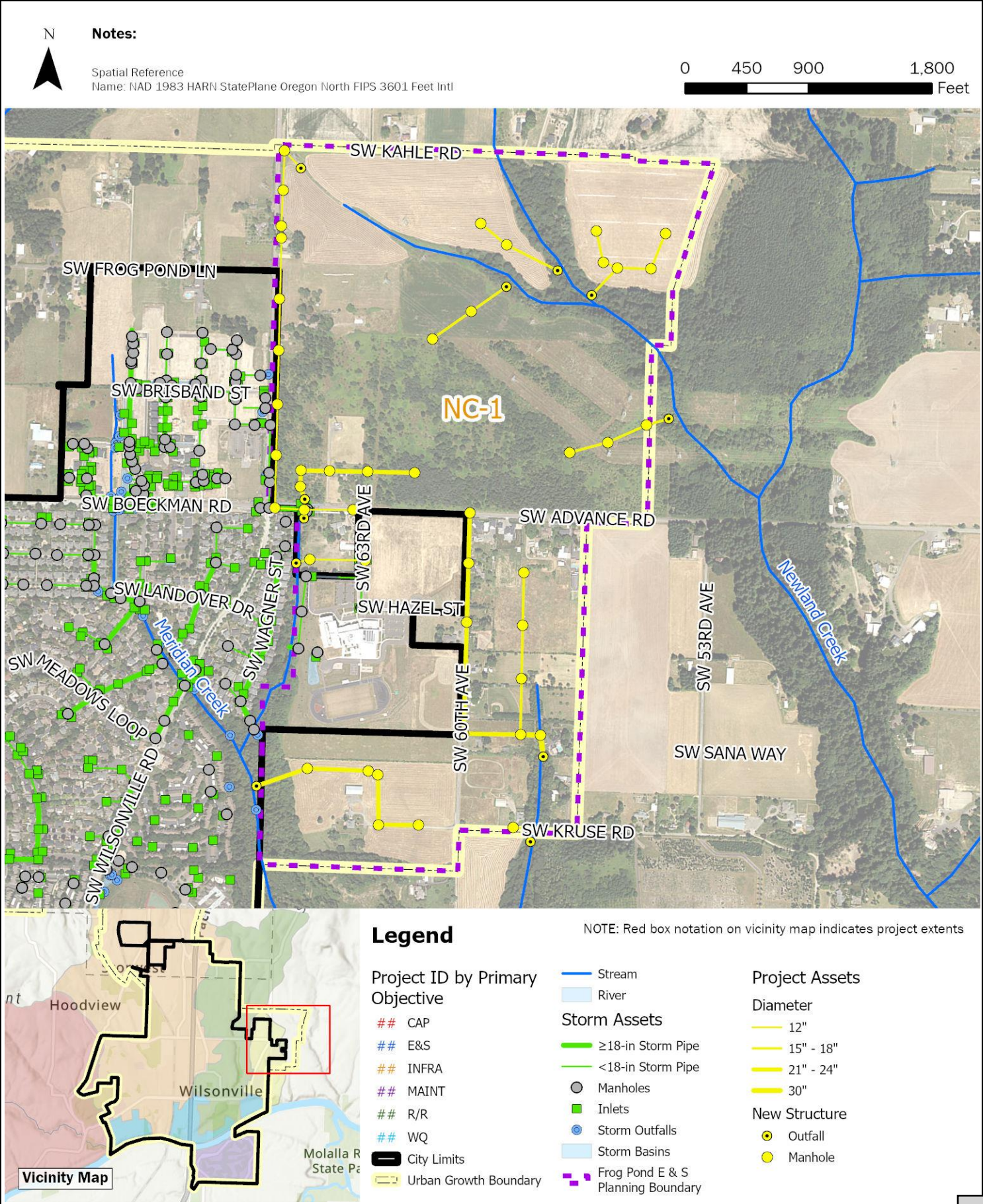


Garden Acres Pond Existing Inflow Pipe (May 2023)



Garden Acres Detention Pond (May 2023)

NC-1	Frog Pond East and South Conveyance Piping		
Project Objective(s)	Infrastructure Need (New Development)		
Project Opportunity ID	44		
Contributing Drainage Area (acres)	305 acres		
Estimated Existing Impervious Area (%)	12.1%	Estimated Future Impervious Area (%)	57.0%
Project Location	This project is located east of Stafford Road and the Frog Pond West development area in Wilsonville, outside of the current city limits and UGB. This future planning area is bounded to the west by SW Stafford Road and bisected into east and south by SW Advance Road.		
Statement of Need	The Frog Pond East and South Master Plan (2022) identified stormwater improvements required for development of the Frog Pond East and South neighborhoods.		
Project Description	<div>This project reflects pipe and manhole installation associated with main lines identified in the Frog Pond East and South Master Plan (2022).</div> <div>Project details are as follows:<ul style="list-style-type: none">• Install 3,980 LF of 12-inch PVC pipe.• Install 11,360 LF of 18-inch PVC pipe.• Install 4,260 LF of 24-inch PVC pipe.• Install 310 LF of 30-inch PVC pipe.• Install 11 outfalls.• Install 29 48-inch manholes.• Install 10 60-inch manholes.</div>		



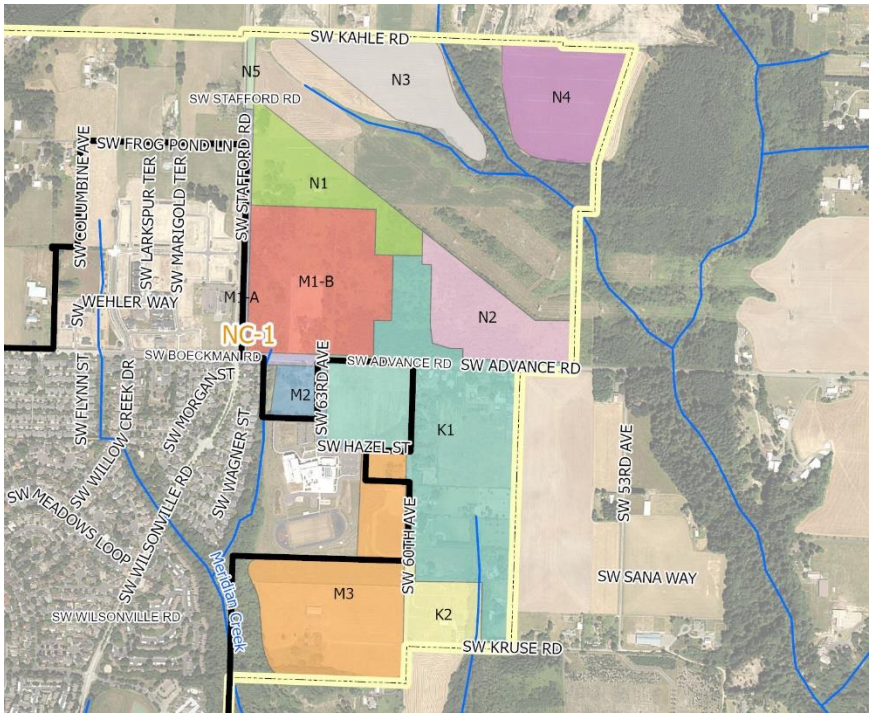
Vicinity Map

NC-1	Frog Pond E and S Conveyance Piping	
Design Considerations / Assumptions	<ul style="list-style-type: none">Infrastructure sizing is based on recommendations in the Frog Pond East and South Master Plan (Dec 2022). No additional modeling was performed using InfoSWMM per this SMP for this area.The Frog Pond East and South Master Plan divides the planning area into 11 basins. The breakdown of proposed infrastructure to install by basin is detailed below:<ul style="list-style-type: none">K1: 1,200 LF of 18-inch PVC pipe, 2,050 LF of 24-inch PVC pipe, and 310 LF of 30-inch PVC pipe; two 48-inch manholes, and 1 outfall.K2: 220 LF of 12-inch PVC pipe, two 48-inch manholes, and 1 outfall.M1-A: 2,630 LF of 12-inch PVC pipe, eight 48-inch manholes, and 1 outfall.M1-B: 1,050 LF of 24-inch PVC pipe, five 60-inch manholes, and 1 outfall.M2: 400 LF of 12-inch PVC pipe, two 48-inch manholes, and 1 outfall.M3: 1,160 LF of 24-inch PVC pipe, five 60-inch manholes, and 1 outfall.N1: 670 LF of 18-inch PVC pipe, two 48-inch manholes, and 1 outfall.N2: 7,670 LF of 18-inch PVC pipe, three 48-inch manholes, and 1 outfall.N3: 670 LF of 18-inch PVC pipe, two 48-inch manholes, and 1 outfall.N4: 1,150 LF of 18-inch PVC pipe, five 48-inch manholes, and 1 outfall.N5: 730 LF of 12-inch PVC pipe, three 48-inch manholes, and 1 outfall.Proposed public LID and water quality treatment facilities have not been costed as part of this project, given development-driven installation needs.Future stream assessments in conjunction with planning-related capital projects will be conducted in the area to evaluate natural system prior to and during development activities.	
Estimated Project Cost	Capital Expense Total	\$17,325,000
	Design / Construction Admin. (11%)	\$1,906,000
	Engineering & Permitting (Cap)	\$500,000
	Total Cost	\$19,731,000
Project Cost Notes	<ul style="list-style-type: none">Cost estimates assume use of PVC for all new pipe materials.Project cost assumes pipe installation will occur in roadways. Pavement restoration and trenching are assumed in the pipe unit costs.No earthwork beyond trenchwork is included.Only stormwater pipes greater than 12-in in diameter are included in the project estimate.Regional stormwater storage facilities and low impact development (LID) facilities are not included in this project estimate.A cap on engineering and permitting and survey was applied.	

Additional Figures



Frog Pond East & South Master Plan Areas from Master Plan (Dec 2022)



Frog Pond East & South Basins from Master Plan (Dec 2022)



WR-1	SW Willamette Way / Morey's Landing Stormwater Improvements		
Project Objective(s)	Capacity (Mitigation) Water Quality		
Project Opportunity ID	1		
Contributing Drainage Area	46 acres		
Estimated Existing Impervious Area (%)	45.4%	Estimated Future Impervious Area (%)	46.3%
Project Location	This project is in a residential area near the Willamette River. The project area is located along SW Willamette Way and SW Champoeg Dr, approximately 1,200 feet north of the Belknop Outfall to the Willamette River.		
Statement of Need	The Morey's Landing Bubbler at SW Willamette Way results in local flooding and impacts to neighboring residential property during large rainfall events. Downstream capacity deficiencies were identified by H/H modeling, and current public storm drainage pipe sizes do not adhere to the City's PWS.		
Project Description	<p>This project mitigates flooding by removing the existing bubbler structure (STD6604) and reroutes the water quality (1-inch/24 hr storm) flows to a nearby Bonneville Power Administration (BPA) easement, utilizing the Belknop Court Outfall to bypass high flow events. Water quality events will drain to two proposed infiltration raingardens constructed within the adjacent BPA easement. High flows will bypass to new 12-inch and 18-inch PVC pipes along SW Willamette Way, upstream of the Belknop Court Outfall. Additional capacity deficiencies will be addressed by upsizing pipes along SW Willamette Way and SW Champoeg Ct.</p> <p>Due to project complexity and size, this project is costed as two phases and numbered based on recommended sequencing. Project details by phase are as follows:</p> <p>Phase 1 (Morey's Landing Bubbler):</p> <ul style="list-style-type: none">Remove existing Morey's Landing Bubbler (STD6604).Clear, grade, and replant 0.12-acres to create two infiltration raingardens within the BPA easement.Install a flow control diversion structure and 25 LF of 8-inch PVC to route water quality events (low flow) to new raingardens and high flow events to the Belknop Court outfall.Install 120 LF of 12-inch PVC for flow exceeding the water quality event.Upsize 575 LF of 10-inch CPS to 12-inch PVC (SD6629, SD6630, SD6632).Upsize 145 LF of 10-inch CSP to 18-inch PVC (SD6638).Install one 48-inch manhole and replace four 48-inch manholes (ST6618, ST6619, ST6606, and ST6605). <p>Phase 2 (SW Champoeg Ct):</p> <ul style="list-style-type: none">Upsize 610 LF of 12-inch CSP to 18-inch PVC on SW Champoeg Dr E (SD6634 - SD6637).Replace three 48-inch manholes (ST6607, ST6608, and ST6609) and field inlet (6647).		

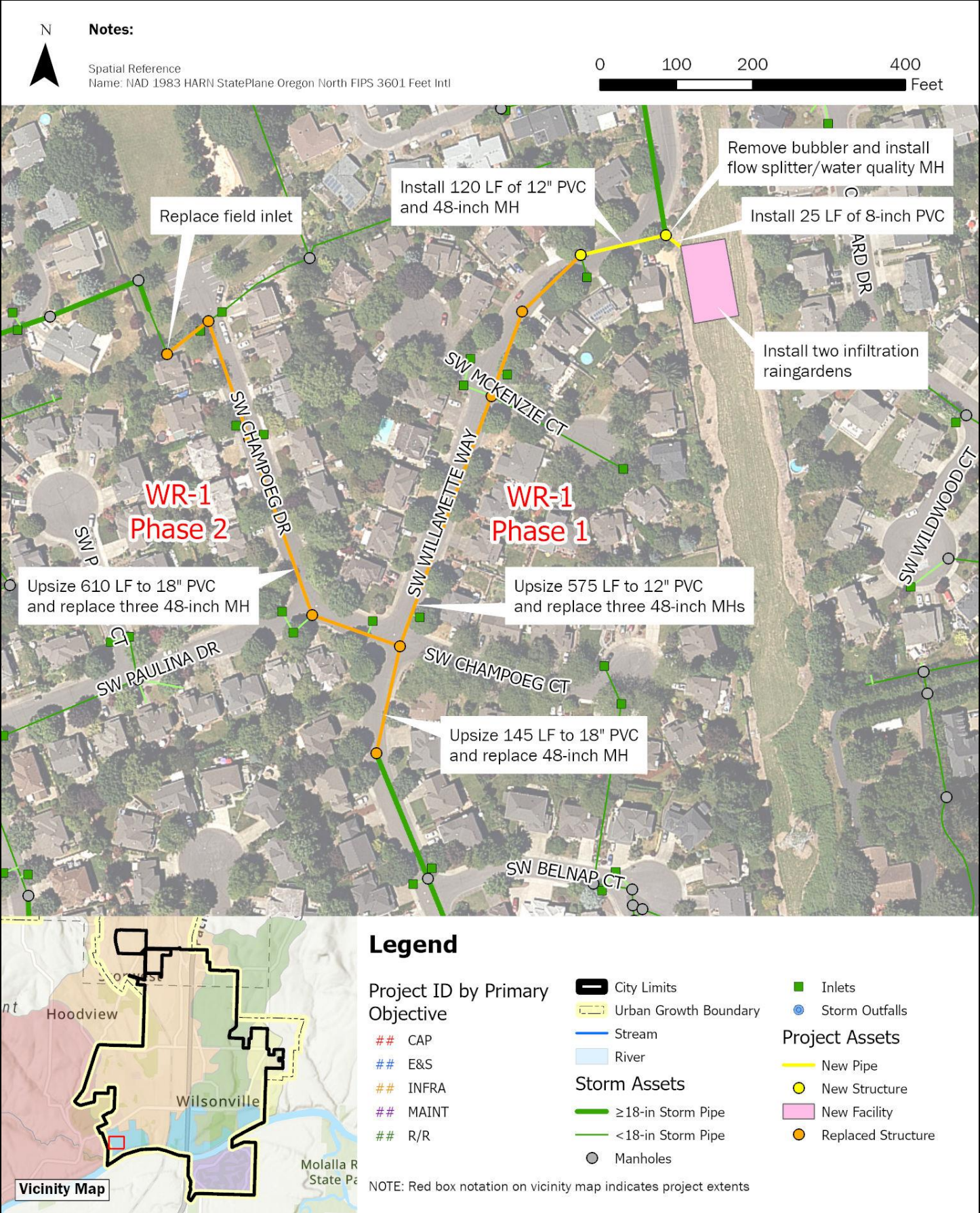


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WR-1 – SW Willamette Way / Morey's Landing Stormwater Improvements

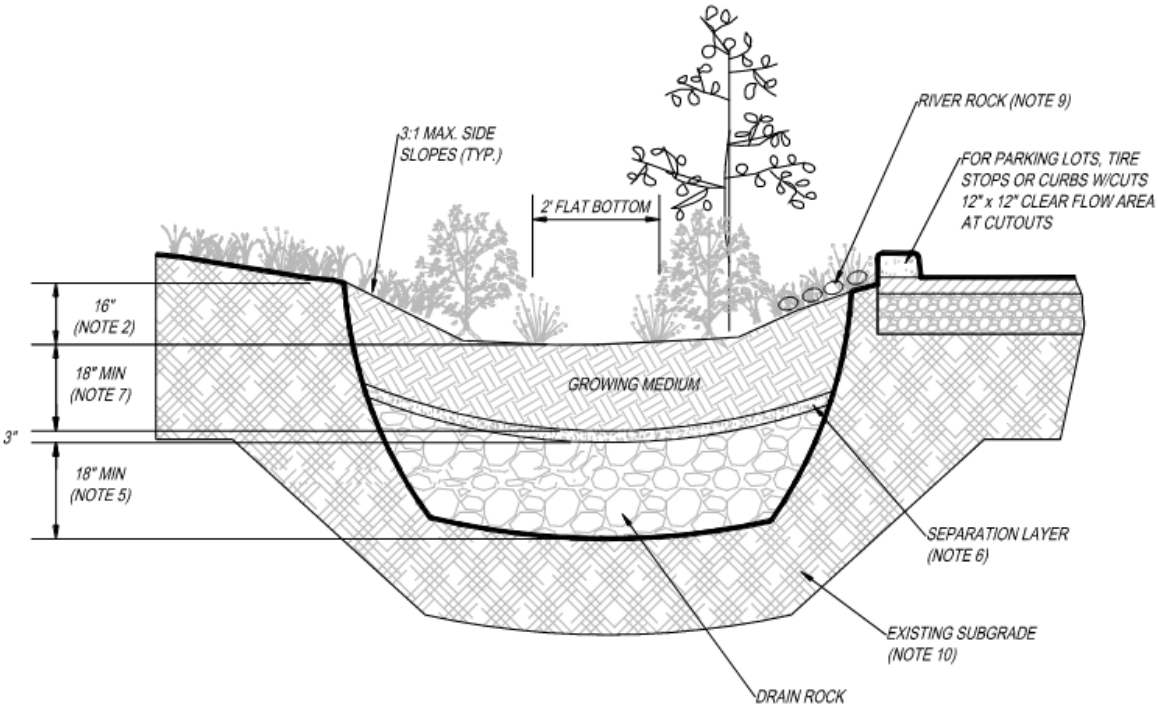


WR-1 SW Willamette Way / Morey's Landing Stormwater Improvements

Design Considerations / Assumptions

- This project is intended to mitigate stormwater overflow from an existing bubbler and increase capacity of downstream piped infrastructure to the Belknap Court outfall.
- The raingarden facilities (Phase 1) were sized as a water quality, filtration raingarden using the BMP Sizing Tool. Due to design constraints and lack of feasible outlet, this BMP may be constructed as an infiltration facility, pending infiltration testing.
- Pipe replacement/upsizing along SW Willamette Way is proposed to adhere to the minimize pipe size required for public infrastructure.
- The conveyance along SW Champoeg Ct (Phase 2) is identified as under capacity and will be upsized from existing 12-inch to 18-inch.
- H/H modeling was used to confirm the flow diversion structure configuration, which uses an 8-inch low flow pipe and weir to divert the water quality event to the raingarden and bypass high flows to the piped collection system.
- Coordination with BPA will be required to obtain easement for the raingarden facilities.

Additional Figures



BMP Sizing Tool Standard Detail – Infiltration Raingarden



Existing Bubbler Structure (May 2023)

Estimated Project Cost		Phase 1	Phase 2
	Capital Expense Total	\$ 1,127,000	\$619,000
	Design / Construction Admin. (11%)	\$124,000	\$68,000
	Engineering & Permitting (20%)	\$ 225,000	\$124,000
	Total Cost	\$1,476,000	\$811,000

Project Cost Notes

- The required raingarden facility footprint is approximately 5,800 square feet. Earthwork estimates assume 5 feet of over excavation to an elevation of 163-ft to accommodate the low flow pipe grade.
- Final design will include confirmation of vegetated facility plantings and structure sizing.



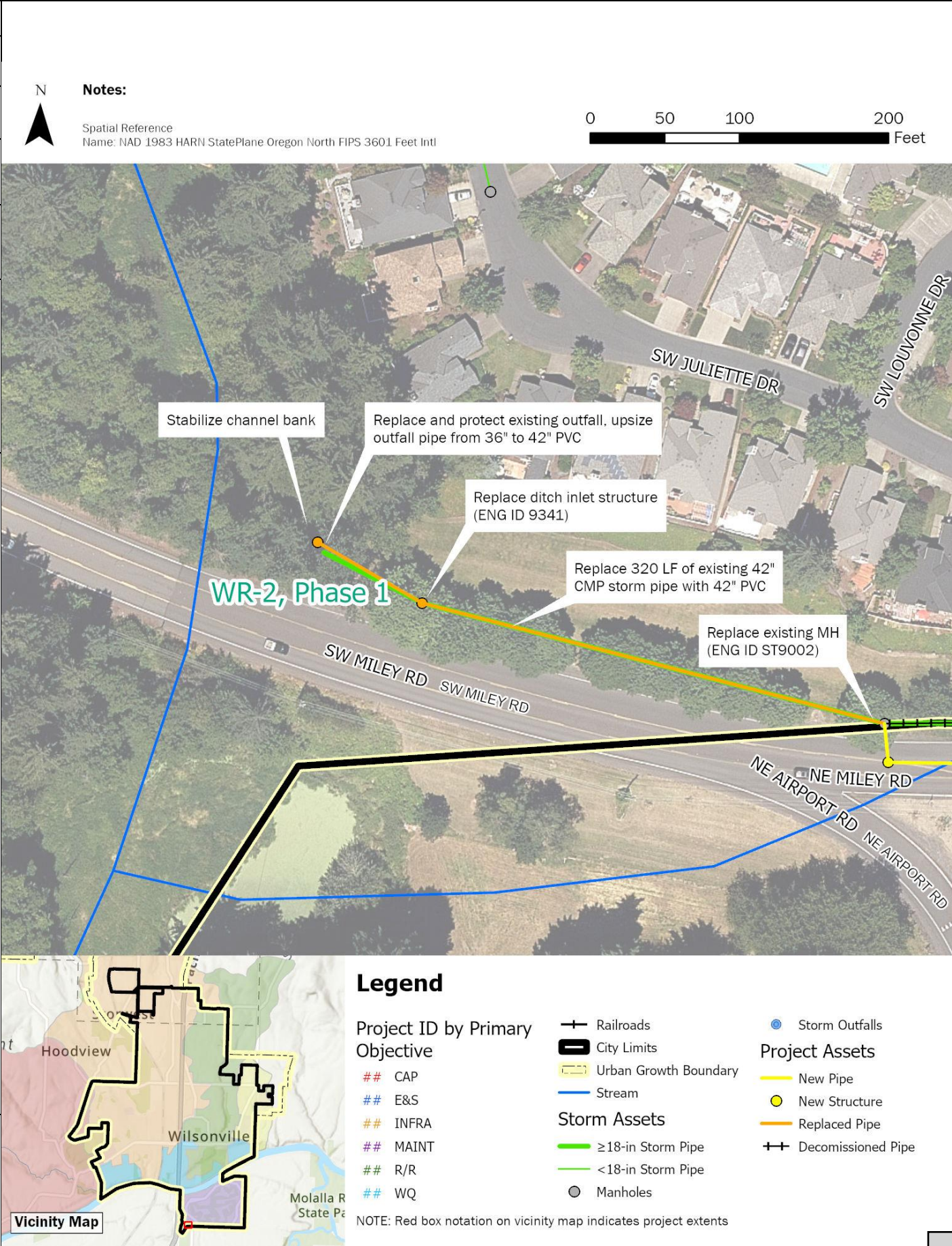
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WR-1 – SW Willamette Way / Morey's Landing
Stormwater Improvements

WR-2	Miley Road Stormwater Improvements		
Project Objective(s)	Repair/Replace, Erosion/Sediment Control, Maintenance		
Project Opportunity ID	5		
Contributing Drainage Area	138.0 acres		
Estimated Existing Impervious Area (%)	46.1%	Estimated Future Impervious Area (%)	46.1%
Project Location	This project is located along Miley Road, from the outfall just north of SW Miley Road east approximately 1,200 feet from the corner of NE Miley Road and NE Eilers Road. Phase 1 of the project is located outside of the ROW. Phase 2 is located within the NE Miley Road ROW.		
Statement of Need	The Miley Road outfall is in poor condition with overgrown vegetation and difficult access. The outfall is causing scouring into the adjacent jurisdictional wetland. Further upstream, the existing storm main that runs parallel with Miley Road has collapsed due to age, pipe corrosion, and potential settling of a private brick wall installed along a portion of the alignment. The pipe failure has caused a sinkhole at the upstream (eastern) edge of the pipe alignment. Upstream capacity deficiencies were identified by H/H modeling. This location was identified in the 2012 SMP as CIP SD9000 to SD9069.		
Project Description	<p>This project includes a phased approach to improve the stormwater system along Miley Road, which serves a significant portion of the Charbonneau development. Phase 1 includes replacement of the outfall and approximately 400 LF of pipe outside of the ROW. Phase 2 includes construction of a new pipe alignment in the Miley Road ROW to replace the failing storm pipe, and extension of the existing main connections to the new alignment. This new alignment includes upsizing of 650 LF of pipe from 24-inches to 36-inches to address capacity deficiencies in this area. Project details are as follows:</p> <p>Phase 1</p> <ul style="list-style-type: none">• Upsize 80 LF of 36-inch CMP to 42inch PCV from area drain (ENG ID 9341) to outfall.• Restore approx. 30 ft of channel bank on either side of new outfall.• Replace area drain (ENG ID 9341).• Replace 320 LF of existing storm pipe with same diameter 42-inch PVC between area drain (ENG ID 9341) and manhole (ST9002).• Replace and lower invert of manhole (ST9002) to ensure 3 ft cover requirement is met for incoming pipe. Maintain 0.2 ft drop within MH. <p>Phase 2</p> <ul style="list-style-type: none">• Install 530 LF of 42-inch PVC from replaced manhole (ST9002) to new manhole at the near intersection with SW French Prairie Road.• Install three 72-inch manholes for the above 42-inch line, the most upstream of which is at the SW French Prairie Road.• Install ten 60-inch manholes and 3,015 LF of 36-inch PVC along NE Miley Road from SW French Prairie Road to new manhole adjacent to manhole ST9011.• Install two 48-inch manholes and 650 LF of 24-inch PVC from the new manhole adjacent to manhole ST9011 to the new manhole at upstream most lateral.• Extend six total existing main connections to the new pipe alignment (approx. 40 LF each, varying diameters). Note that these points of connection run under the existing brick wall.• Reconnect all existing curb inlets (approx. 13) along new NE Miley Road alignment.		



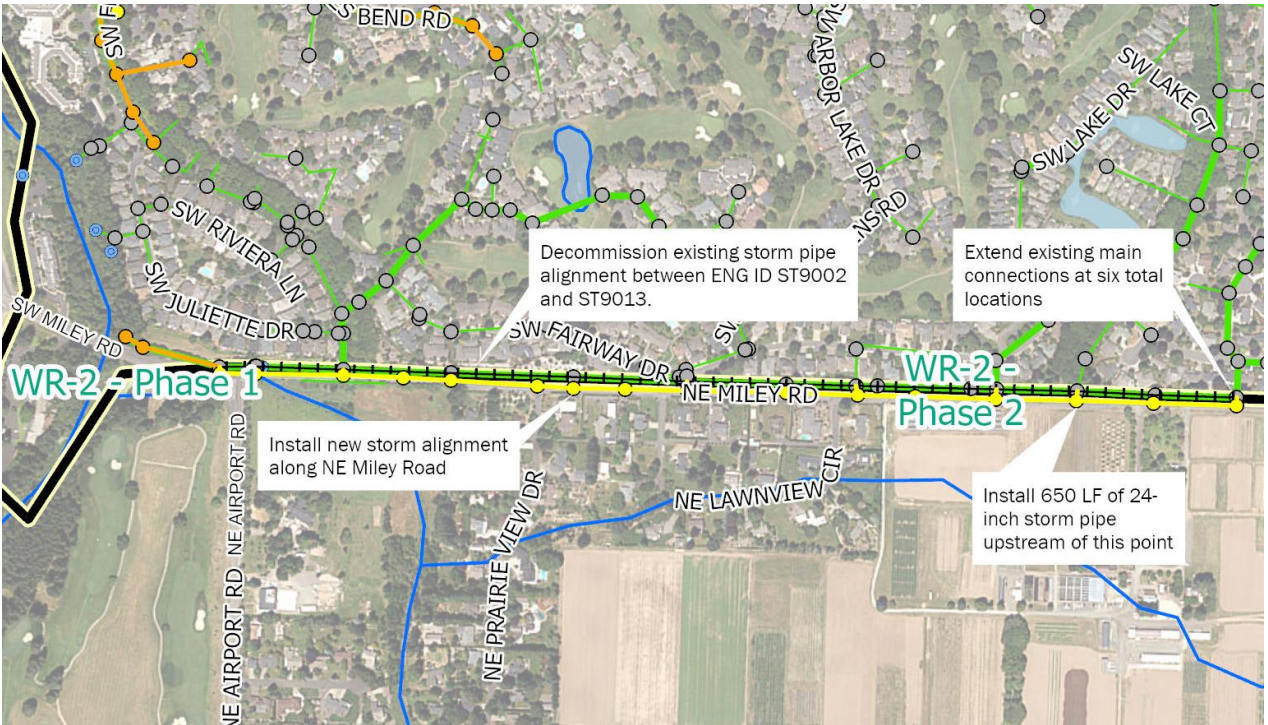
City of Wilsonville
Project No: 156157

Wilsonville Stormwater Master Plan
Page 1 of 2

Capital Project Summary

WR-2 – Miley Road Stormwater Improvements

WR-2	Miley Road Stormwater Improvements		
Design Considerations / Assumptions	<ul style="list-style-type: none">Access to the outfall is assumed to be feasible without significant permitting requirements.Pipe sizing for the new alignment was conducted using changes to the existing pipe alignment, including the existing inverts, to confirm capacity. As such, capacity using inverts for the new pipe alignment should be confirmed during project design.Extending the connections to the existing alignment may require work underneath the private brick wall that stands on top of much of the existing alignment. Constructability considerations and trenchless methods should be investigated during design.Miley Road lies outside of Wilsonville City limits. Clackamas County requirements and permitting should be reviewed during project design.		
Estimated Project Cost		Phase 1	Phase 2
	Capital Expense Total	\$469,000	\$6,239,000
	Design / Construction Admin. (11%)	\$51,000	\$686,000
	Engineering & Permitting (30% or Cap.)	\$141,000	\$500,000
	Total Cost	\$661,000	\$7,425,000
Project Cost Notes	<ul style="list-style-type: none">Costs have not been included for access requirements.Costs for connections to existing system under brick wall have been assumed based on the existing number of connections and associated pipe length only.Costs assume that existing pipe alignment (where not replaced, where moved to ROW) will be abandoned and filled with grout at key connection points.Replacement of inlets and laterals along Miley Road is not accounted for.Miley Road lies outside of Wilsonville City limits. An 8.83% multiplier has been applied to the project cost to account for Clackamas County permitting costs.Engineering and Permitting costs for Phase 2 have been capped at \$500,000.		



Sinkhole observed at upstream end of Miley Road alignment



Temporary construction work on sinkhole



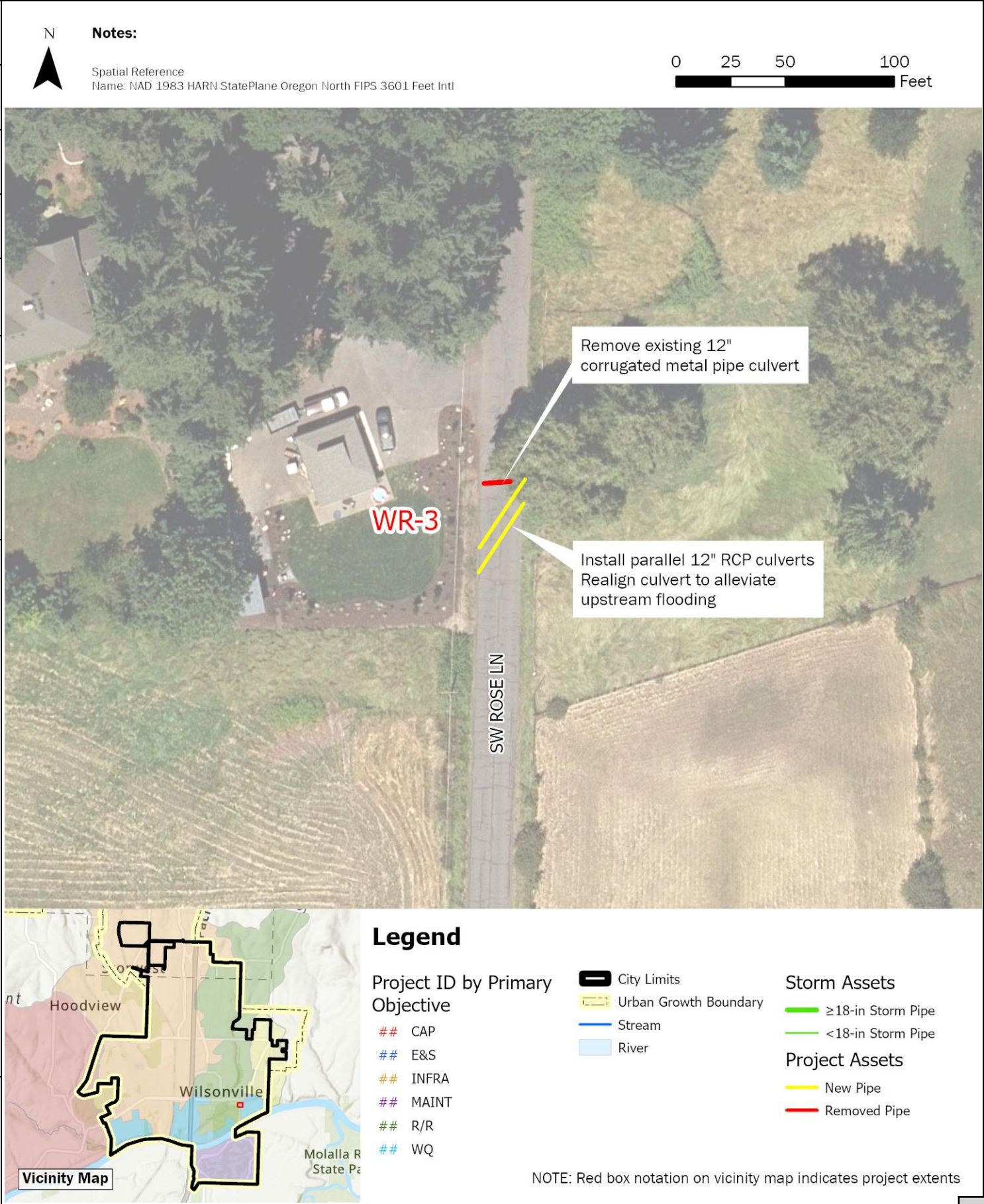
City of Wilsonville
Project No: 156157

Wilsonville Stormwater Master Plan
Page 2 of 2

Capital Project Summary


WR-2 – Miley Road Stormwater Improvements

WR-3	Rose Lane Culvert Replacement		
Project Objective(s)	Capacity Maintenance		
Project Opportunity ID	7		
Contributing Drainage Area	Approx. 14 acres (estimated as a portion of subbasin 5200)		
Estimated Existing Impervious Area (%)	21.6%	Estimated Future Impervious Area (%)	23.9%
Project Location	This project is located in the Boeckman Creek watershed, along SW Rose Lane between SW Wilsonville Road and SW Montgomery Way near tax lot 31W24A 03900.		
Statement of Need	The culvert under SW Rose Lane appears to be undersized, causing flooding on the road and neighboring private property on upstream side. This area is very flat with undefined drainage patterns. The existing culvert alignment is perpendicular to the upstream open channel alignment, which limits the ability to route/divert flow east. In addition, the roadway and associated culvert are located at a lower elevation than surrounding upstream or downstream property, causing water to collect and flood over the roadway. This project was originally identified as WD-2 in the 2012 SMP.		
Project Description	<p>This project replaces an existing 12-inch corrugated metal pipe culvert under Rose Lane with realigned dual 12-inch RCP culverts to adequately convey flows.</p> <p>Project details are as follows:</p> <ul style="list-style-type: none">Remove the existing 25 LF of 12-inch culvert (CARTE ID: 24370, ENG ID not available).Install approximately 40 LF of parallel 12-inch RCP culverts.Realign the existing culvert at a diagonal across the road so that the culvert outlet location remains the same, but the culvert inlet is at least 30 feet to the south (away from the residential structure). This will also help soften the hard bends in the system.Reinforce stormwater conveyance around property near culvert to move water into ditch and avoid overland sheet flow and potential flooding.		




WR-3		Rose Lane Culvert Replacement									
Design Considerations / Assumptions		<ul style="list-style-type: none">Project was identified in the 2012 SMP (WD-2) with a proposed culvert sizing of 36-inches and roadway modifications. To avoid raising the roadway this project utilizes parallel 12-inch RCP culverts to convey flows under Rose Lane with the required amount of pipe cover.Minimum 12-inch cover on top of culvert.Surveying is required for this project as available topography displayed minor changes in elevation that may require additional grading of both the ditch and roadway.Maximum allowable depth for roadside ditches is 2-feet.Minimum separation distance between parallel storm sewers and other utilities is 5-feet measured from the edge of each pipe.Waterbody is a seasonal stream with open marsh/wetlands on upstream and downstream sides. This channel and the culvert were not surveyed or reflected in the H/H modeling associated with this SMP.Most future land use for the contributing area to this project location is designated as Parks and Open Space/Natural Area. However, some surrounding areas are anticipated to develop as Planned Development Residential (PDR1 and PDR2) that may influence stormwater runoff patterns to this project location in the future.									
Estimated Project Cost		<table><tr><td>Capital Expense Total</td><td>\$72,000</td></tr><tr><td>Design / Construction Admin. (11%)</td><td>\$8,000</td></tr><tr><td>Engineering & Permitting (20%)</td><td>\$14,000</td></tr><tr><td>Total Cost</td><td>\$94,000</td></tr></table>		Capital Expense Total	\$72,000	Design / Construction Admin. (11%)	\$8,000	Engineering & Permitting (20%)	\$14,000	Total Cost	\$94,000
Capital Expense Total	\$72,000										
Design / Construction Admin. (11%)	\$8,000										
Engineering & Permitting (20%)	\$14,000										
Total Cost	\$94,000										
Project Cost Notes		<ul style="list-style-type: none">Modifications to the roadway beyond trenching were not developed as part of the cost estimate.Surveying is required.Clearing and grubbing 1,000 SF of vegetation on both sides of the road is included.									
<div><div><div>Brown AND Caldwell</div></div><div>City of Wilsonville Project No: 156157 Wilsonville Stormwater Master Plan Page 2 of 2</div></div>		<div>Capital Project Summary</div> <div>WR-3 - Rose Lane Culvert Replacement</div>									

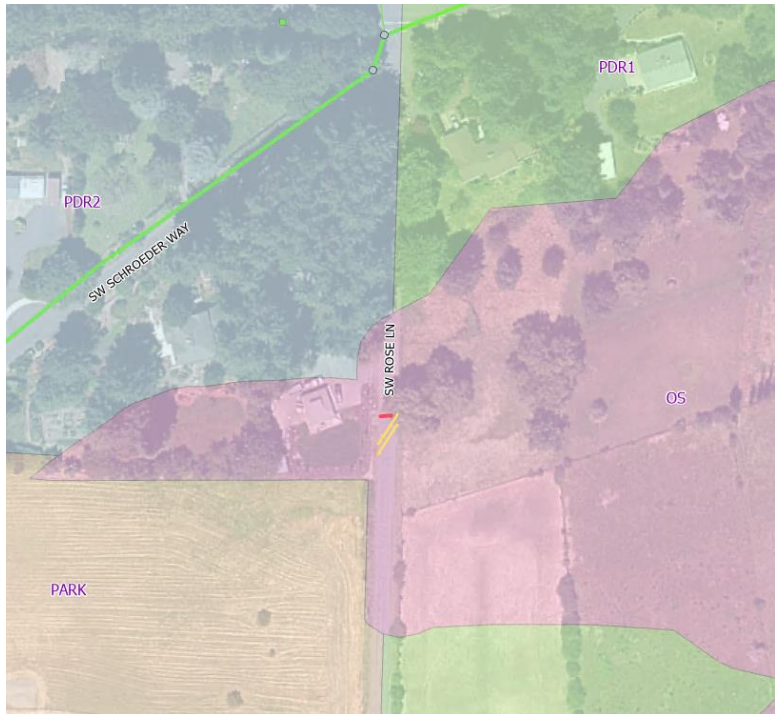
Additional Figures




Upstream ditch along west side of Rose Lane (May 2023)



Culvert inlet under Rose Lane (May 2023)



Future Land Use Zoning around project area



Downstream of culvert, east side of Rose Lane (May 2023)

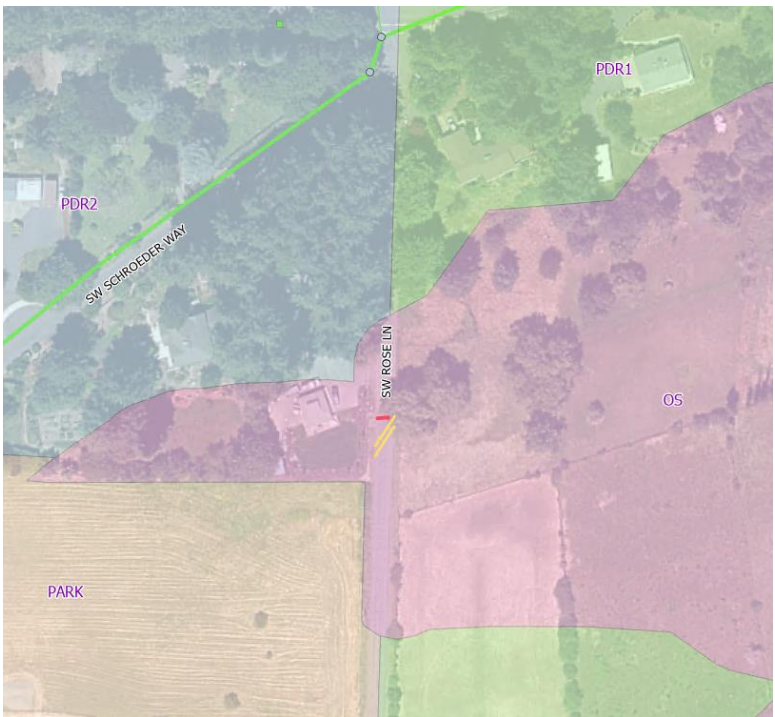
Additional Figures



Upstream ditch along west side of Rose Lane (May 2023)



Culvert inlet under Rose Lane (May 2023)

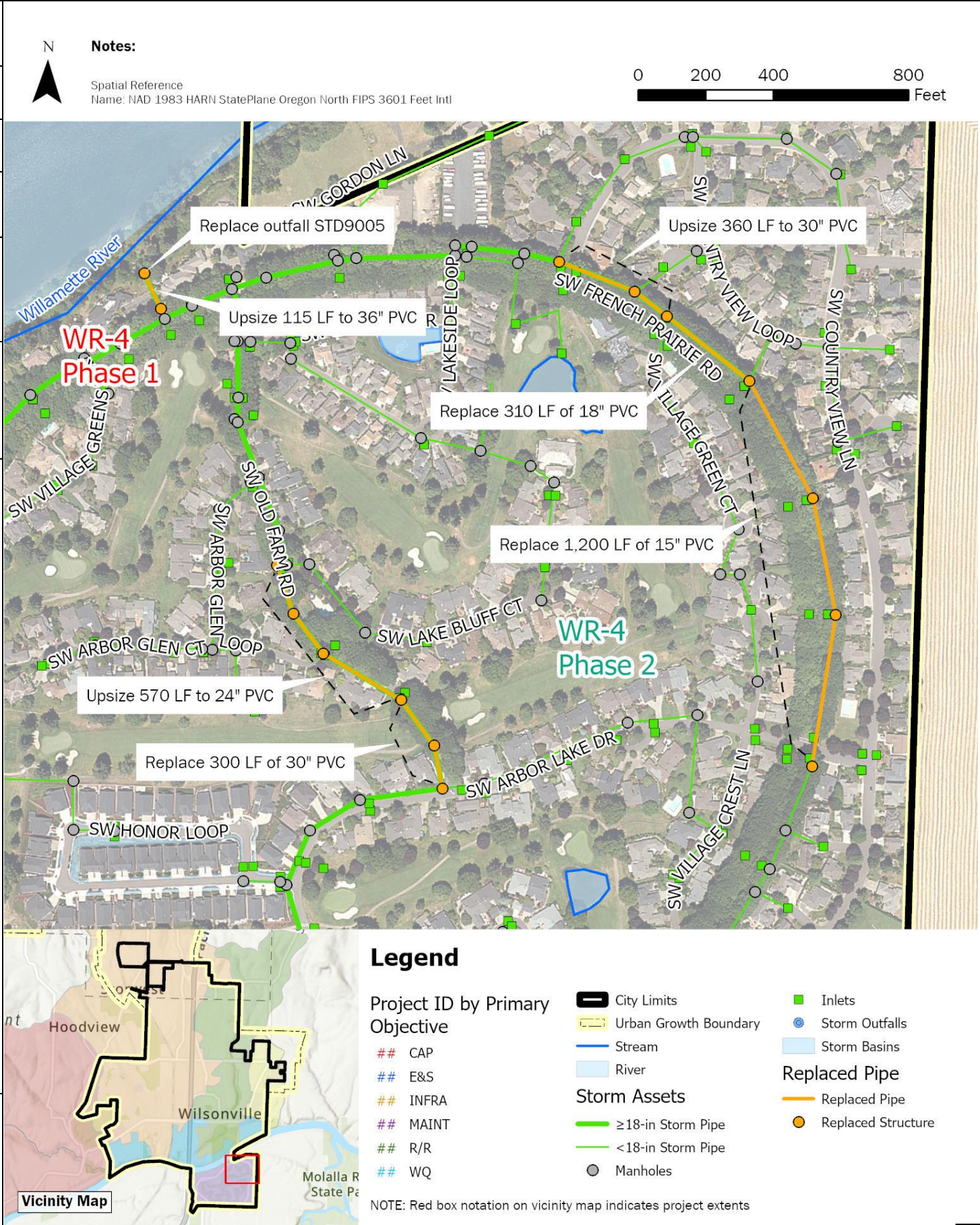


Future Land Use Zoning around project area



Downstream of culvert, east side of Rose Lane (May 2023)

WR-4	Charbonneau East Stormwater Improvements		
Project Objective(s)	Capacity Repair and Replacement		
Project Opportunity ID	30		
Contributing Drainage Area	159 acres		
Estimated Existing Impervious Area (%)	43.1%	Estimated Future Impervious Area (%)	43.1%
Project Location	This project is located in the Charbonneau residential area near the Willamette River. The area is bounded to the west by Village Green Circle, the Willamette River to the north, SW Country View Lane to the east, and the SW Lake Drive to the south.		
Statement of Need	Charbonneau East reflects replacement and select upsizing of stormwater pipe and associated structures along SW French Prairie Rd and SW Old Farm Road. System upsizing and replacement was reflected in the 2012 SMP as well as the Charbonneau Consolidated Improvement Plan (2014).		
Project Description	<p>This project mitigates modeled flooding along SW French Prairie Rd and/or SW Old Farm Rd by increasing the diameter of the outfall pipe discharging to the Willamette River (Phase 1). Select pipe upsizing (per modeled capacity limitations) and replacement (due to reported system condition issues) along SW French Prairie Rd and SW Old Farm Rd are reflected as Phase 2 of the project, subject to flow monitoring results. Due to project complexity and size, this project is costed as two phases and numbered based on recommended sequencing.</p> <p>Project details by phase are as follows:</p> <p>Phase 1 (Charbonneau East Outfall):</p> <ul style="list-style-type: none">Remove and replace existing Charbonneau East Outfall (STD9005).Upsize 115 LF of 30-inch pipe to 36-inch diameter PVC discharging to Willamette River (STD9005 to ST9014). <p>Phase 2 (Storm Sewer Replacement):</p> <ul style="list-style-type: none">Replace 1,200 LF of 15-inch pipe with 15-inch PVC on SW French Prairie Rd (ST9023 to ST9020).Replace 310 LF of 18-inch pipe with 18-inch PVC on SW French Prairie Rd (ST9020 to ST9019).Upsize 360 LF of 21-inch pipe to 30-inch PVC on SW French Prairie Rd (ST9019 to ST9017).Replace 570 LF of 24-inch pipe with 24-inch PVC on Old Farm Rd (ST9030 to ST9027).Replace 300 LF of 30-inch pipe with 30-inch PVC on Old Farm Rd (ST9031 to ST9030).		



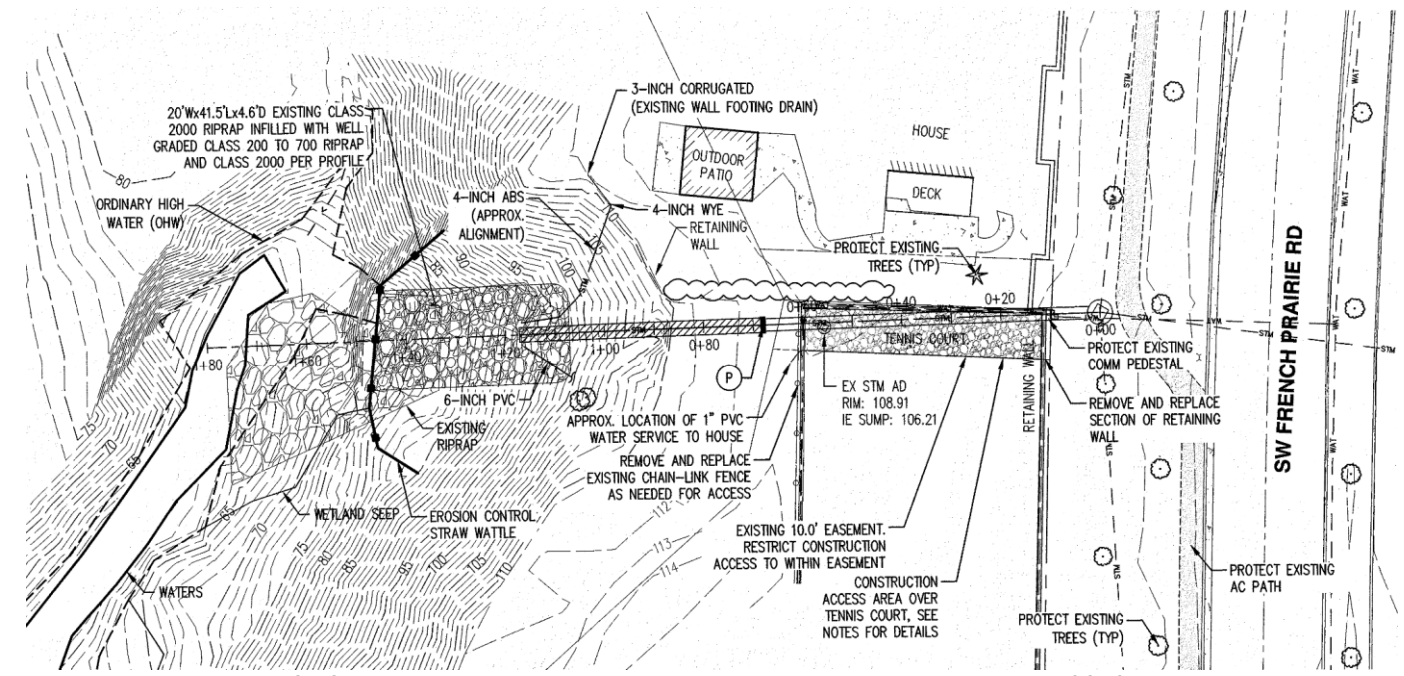
WR-4

Charbonneau East Stormwater Improvements

Design Considerations / Assumptions

- This project mitigates projected flooding along SW French Prairie Rd and/or SW Old Farm Rd by increasing the diameter of the outfall pipe discharging to the Willamette River (Phase 1). Due to space limitations, above ground detention cannot be used to provide flow control. Additional configurations, including various inline detention along SW French Prairie Rd and/or SW Old Farm Rd, were explored as part of CIP development. Flow monitoring and model calibration in this area are recommended to confirm simulated flooding results and pipe upsizing needs.
- Portions of the stormwater conveyance along Old Farm Road and SW Prairie Road have been replaced in conjunction with the Charbonneau Consolidated Improvement Plan. These pipe segments include ST003 to ST9017 along SW French Prairie Road and ST9369 to ST9027 along Old Farm Road.
- Pipes indicated as upsizing needs (Phase 2) do not include replacement of recently replaced piping per modeled capacity needs. Pipes indicated as replacement are identified due to condition.
- Design and construction of CIP SD9030-9037 (Edgewater Drive E and French Prairie Road) per the 2012 SMP is in progress and not reflected in this project.
- Phase 2 sizing and overall need may be influenced by system conditions following implementation of Phase 1 of each project. Ongoing monitoring of site conditions should be considered prior to initiating work on Phase 2.

Additional Figures

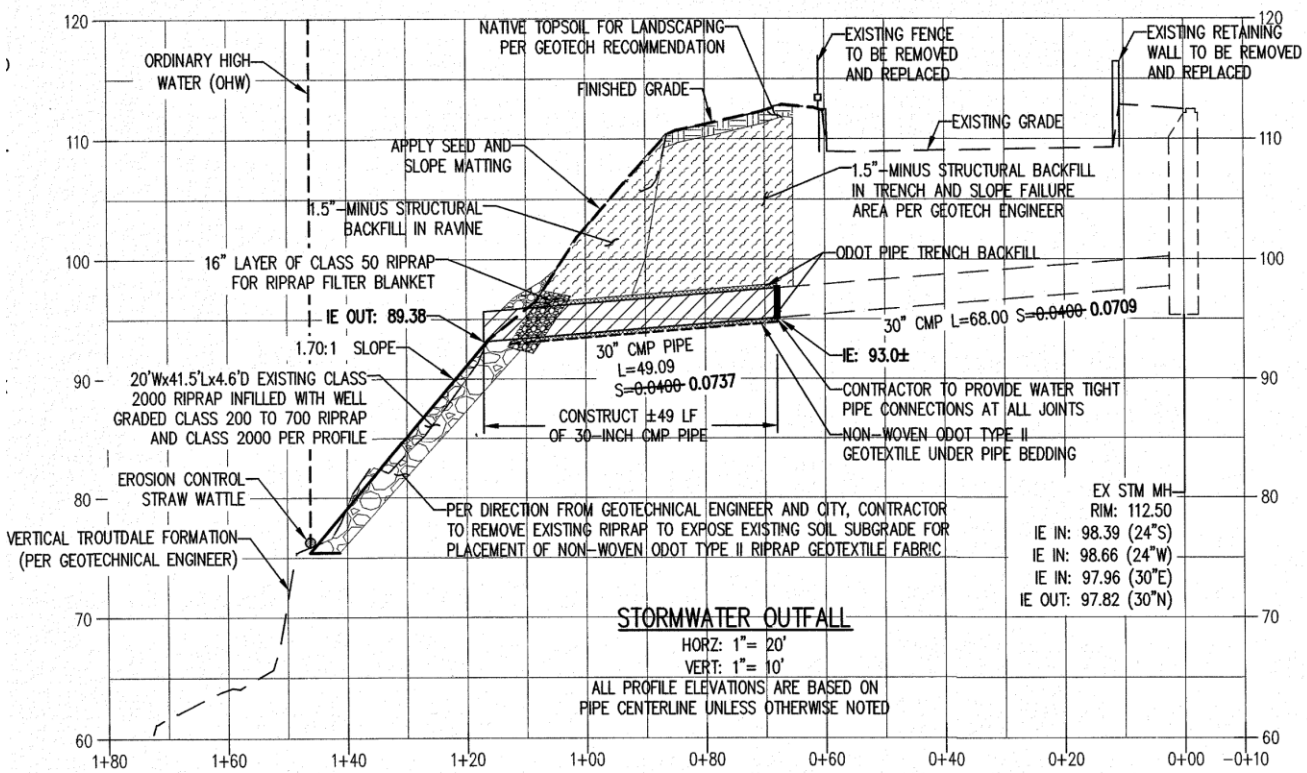


Outfall to Willamette River Emergency Replacement As-builts (Plan View, 2019)

Estimated Project Cost		Phase 1	Phase 2
	Capital Expense Total	\$ 164,000	\$ 1,947,000
	Design / Construction Admin. (11%)	\$ 18,000	\$ 214,000
	Engineering & Permitting (30% for Phase 1; 20% for Phase 2)	\$ 49,000	\$ 390,000
	Total Cost	\$ 231,000	\$2,551,000

Project Cost Notes

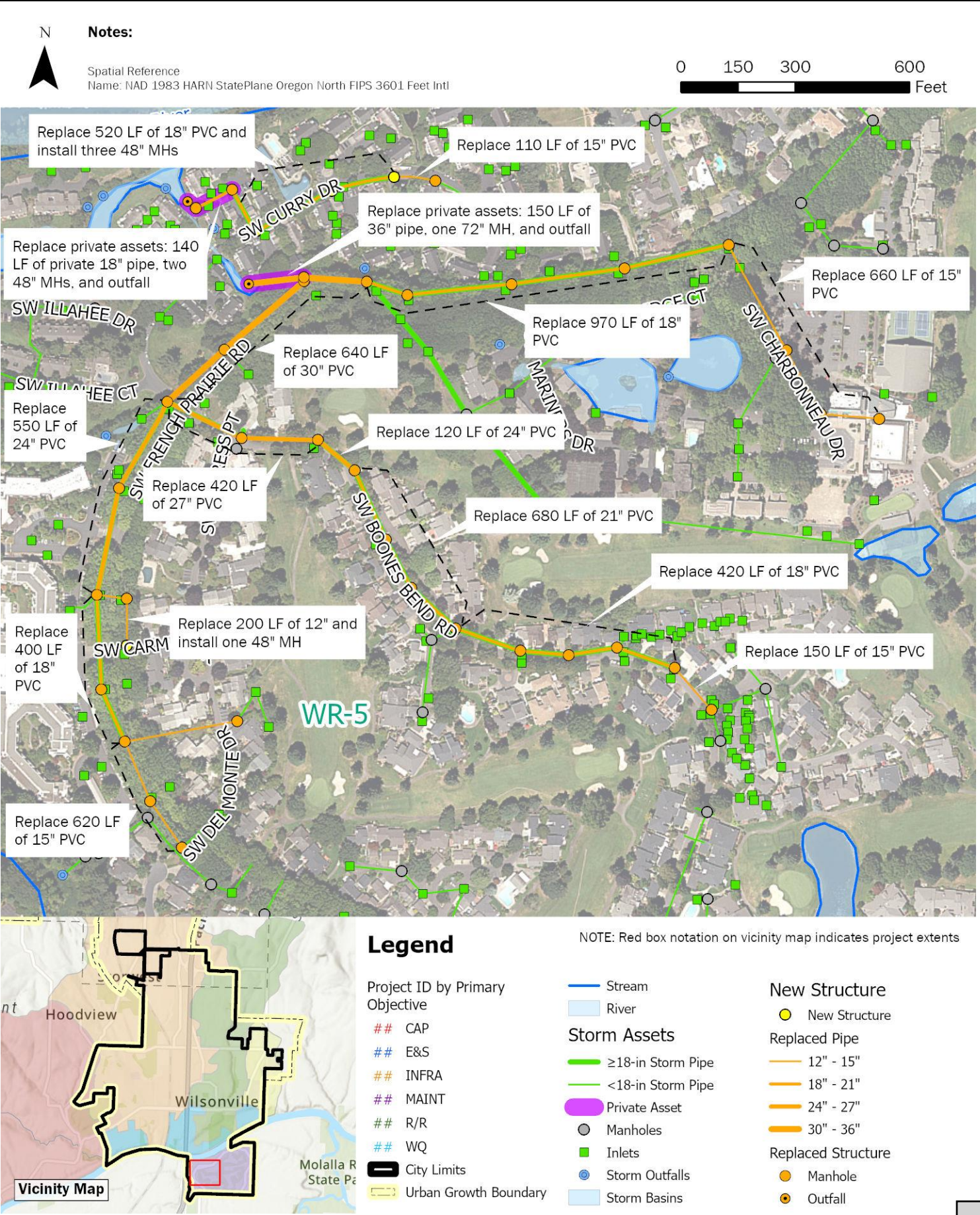
- Due to in-water work, Phase 1 engineering and permitting multiplier was set to 30% versus 20%.
- Cost estimates use PVC for all new and replacement pipe materials.
- Project contingency increased to 50% for Phase 1 due to private property constraints.



Outfall to Willamette River Emergency Replacement As-builts (Profile View, 2019)



WR-5	Charbonneau West Stormwater Improvements		
Project Objective(s)	Repair and Replacement, Maintenance		
Project Opportunity ID	28	Contributing Drainage Area (acres)	54 acres
Estimated Existing Impervious Area (%)	46.5%	Estimated Future Impervious Area (%)	46.5%
Project Location	This project is located in the Charbonneau residential area near the Willamette River. The area is bounded to the west by Interstate 5, the Willamette River to the north, Charbonneau Golf Club to the east, and NE Miley Road to the south.		
Statement of Need	Charbonneau West reflects replacement of stormwater pipe and associated structures along SW French Prairie Rd. SW Curry Dr., and SW Boones Bend Rd. System replacement needs were reflected in the 2012 SMP as well as the Charbonneau Consolidated Improvement Plan (2014).		
Project Description	<p>This project replaces select public and private stormwater infrastructure throughout the Charbonneau West area, as identified in the Charbonneau Consolidated Improvement Plan. Private system improvements are specifically referenced on the figures and project details as identified per the City's GIS mapping.</p> <p>Project details are as follows (ENG IDs provided in parentheses when applicable, CARTE ID provided when ENG ID is not available):</p> <ul style="list-style-type: none">• Pipe replacement along SW Curry Drive:<ul style="list-style-type: none">○ Replace 110 LF of 15-in pipe with PVC (PST9012 to new manhole).○ Replace 520 LF of 18-in pipe with PVC (new manhole to private manhole CARTE ID: 1892).○ Replace 140 LF of 18-in private pipe with PVC (private manhole CARTE ID: 1892 to private outfall CARTE ID: 15).○ Replace private outfall (CARTE ID: 15).○ Replace two private 48-in manholes (CARTE ID 1892 and 1383).○ Install three 48-inch manholes.• Pipe replacement along SW French Prairie Road:<ul style="list-style-type: none">○ Replace 200 LF of 12-in pipe with PVC (ST9331 to ST9044)○ Replace 1,280 LF of 15-in pipe with PVC (ST9048 to ST9046; ST9269 to ST9046; and ST9281 to ST9043).○ Replace 1,370 LF of 18-in pipe with PVC (ST9046 to ST9044 and ST9043 to CARTE ID: 1859 – ENG ID unknown)○ Replace 550 LF of 24-in pipe with PVC (ST9044 to ST9040).○ Replace 640 LF of 30-in pipe with PVC (ST9040 to ST9067, ST9041 to ST9067, and unknown to ST9041).○ Replace 20 LF of 36-in pipe with PVC (unknown to ST9067).○ Replace 150 LF of private 36-in PVC pipe (ST9041 to private outfall – ID unknown).○ Replace private outfall; install one 48-in manholes and replace 14 48-in manholes; replace four 60-in manholes; and replace two 72-in manholes. <p><i>Continued on page 2.</i></p>		



WR-5	Charbonneau West Stormwater Improvements	
Project Description (continued)	<ul style="list-style-type: none">• Pipe replacement along SW Boone’s Bend Road:<ul style="list-style-type: none">○ Replace 150 LF of 15-in pipe with PVC (ST9059 to ST9058).○ Replace 420 LF of 18-in pipe with PVC (ST9058 to ST9055).○ Replace 680 LF of 21-in pipe with PVC (ST9055 to ST9051).○ Replace 120 LF of 24-in pipe with PVC (ST9051 to ST9050).○ Replace 420 LF of 27-in pipe with PVC (ST9050 to ST9040).○ Replace eight 48-in manholes; and replace three 60-in manholes.	
Design Considerations / Assumptions	<ul style="list-style-type: none">• This project is summarized in conjunction with the Charbonneau Consolidated Improvement Plan 2014. Pipe segments greater than 12 inches in diameter and identified as Priority 1 or 2 in the Charbonneau Consolidated Improvement Plan were incorporated.• Pipes with unknown diameters were assumed to have the same diameter as the adjoined downstream pipe.• Manholes with unknown diameters were sized based on incoming and outgoing pipe diameters.• The following manholes (ENG IDs) are anticipated to be replaced in conjunction with pipe replacement:<ul style="list-style-type: none">○ Twenty-five 48-in: ST9281 to ST9066, unknown (CARTE ID 1859), ST9059 to ST9052, ST9278 to ST9045, ST9269, ST9165, PST9012, two private manholes (CARTE ID 1383 and 1892).○ Seven 60-in: ST9051, ST9050, ST9049, ST9044, ST9042, ST9040, and ST9041.○ Two 72-in: ST9067 and ST9041	
Estimated Project Cost	Capital Expense Total	\$ 6,801,000
	Design / Construction Admin. (11%)	\$ 748,000
	Engineering & Permitting (Cap)	\$ 500,000
	Total Cost	\$ 8,049,000
Project Cost Notes	<ul style="list-style-type: none">• A cap on engineering and permitting was applied.• All assumed as PVC replacement.• Private pipe and outfall replacement are included in cost estimate to maintain consistency with the Charbonneau Consolidated Improvement Plan 2014.• Connections to existing public stormwater mains greater than 12-inches in diameter are included in the cost estimate.• Connections to laterals not included in cost estimate.	

Additional Figures

Figure 2
Charbonneau - Storm Priority



Stormwater replacement prioritization from Charbonneau Consolidated Improvement Plan (2014)



City of Wilsonville
Project No: 156157

Wilsonville Stormwater Master Plan
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Capital Project Summary

WR-5 Charbonneau West Stormwater Improvements



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: November 6, 2023		Subject: Frog Pond East and South Development Code	
		Staff Member: Daniel Pauly, Planning Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: The Planning Commission has reviewed the information being presented and supports pending finalization for adoption.	
Staff Recommendation: Provide requested input on draft Development Code amendments for Frog Pond East and South Implementation.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand home ownership	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond East and South Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL

An important next step in realizing the vision of the Frog Pond East and South Master Plan adopted in December 2022 is to write implementing Development Code amendments. This effort has been ongoing since early 2023. This work session will provide the City Council an update on important housing variety standards as well as present draft residential stormwater design standards.

EXECUTIVE SUMMARY:

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

This work session will first provide an update on housing variety standards and second present draft residential stormwater design standards.

Housing Variety Standards

In review, there are two main related housing variety standards directed by the Master Plan for Frog Pond East and South: (1) require a minimum amount of targeted housing types (middle housing, and other/accessible units including cottages/ADUs and multi-family) and (2) set a maximum amount of any single housing category (see housing categories in Attachment 2) that can be built in a given area. Attachment 1 contains excerpts from the Master Plan directly related to housing variety.

The City Council last discussed variety standards in February. Since then staff has worked to refine and test draft variety standards, running tests internally, working with consultants to run test development scenarios, and getting feedback from developers for the purpose of getting additional perspective on how the standards would work, in application. This process continues, but the project team wanted to confirm preliminary direction with Council and the Planning Commission before incorporating into the next version of test scenarios and draft housing variety standards.

Besides ensuring the recommendations fulfill the direction from the Master Plan, the review has focused on creating the clearest and least variable standards and supporting quality and efficient site planning and subdivision design for different scale projects. The recommendations cover both what quantifiable items the variety standards are based on (i.e. number of units or development area) as well the geographic scale at which the standards are applied. The team is fairly confident in this direction based on the testing and analysis to date. If Council supports this policy direction, these recommendations will be integrated into the variety standards. The specific recommendations are:

1. Establish a clear minimum number of target housing units based on a percentage of the minimum unit count to achieve the Council's overall goals/percentages for targeted housing types. All minimums will be clearly listed in a table. This approach helps ensure the target unit goals are met while establishing a constant variable in site planning and subdivision design.

2. Establish a maximum development area to be used for any one housing type category as a percentage of the net development area. Net development area is the most constant quantifiable item on which it is practicable to base the standard and it reflects the spatial landscape of the development. The maximum percentages of net development area, will be greater than 50%, be set low enough to ensure no one unit category dominates an area, while being high enough to allow for efficient site planning and subdivision design, which supports lower costs and a more cohesive built environment. The percentage allowed, would vary by size of a development, with smaller developments allowed a higher percentage of land dedicated to a single category given to allow for efficient site planning on small developments.
3. Measure variety at the smaller of existing tax lot or subdistrict. In much of the master plan area, existing lots and parcels are smaller than the subdistricts established by the Master Plan, so the standards would be applied at the scale of the existing tax lot. However, in Frog Pond East there are a couple large ownerships that span multiple subdistricts, so applying variety at the smaller geography of subdistrict is needed to ensure variety throughout the large area. Measuring housing variety at the recommended geographic scale helps ensure the following Master Plan implementing measures and strategies are honored:
 - require a variety of housing and include minimum and maximum amounts of specific housing types at the subdistrict or tax lot level;
 - establish minimum housing variety standards by subdistrict and development area; and
 - encourage variety at the block level. While the proposed does not directly require a variety of housing on each block, the recommended geographic scale does lead to different housing types being in close proximity substantially meeting the intent of variety at the block level. Directly requiring this at the block level would lead to undesired inefficiencies in site planning and subdivision design that can increase costs and create less cohesive designs.

Any individual exceptions to this recommended geographic scale for measuring variety due to unique geometry or development restraints will continue to be explored.

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

- Does City Council support the general approach to measuring minimum and maximum standards related to housing variety?
- What other input and guidance does City Council have on housing variety standards based on the direction adopted in the Frog Pond East and South Master Plan?

Residential Stormwater Design Standards

This work session will bring forward draft Development Code amendments related to stormwater treatment and management (Attachment 3). Stormwater standards must comply with the City's federal stormwater permit, the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit, which is shared with a number of nearby jurisdictions.

The draft stormwater standards aim to establish clear and objective standards during review of development applications. The standards additionally aim to establish clarity about an alternative discretionary review path and what factors would be considered for the alternative path. These proposed standards would apply to all new residential development in the City, not just Frog Pond East and South. In addition, they will likely be the basis for future stormwater design standards for other development types. Key components of the draft standards are:

- Incorporating a purpose statement clarifying the intent of the standards;
- Explaining the requirement to follow low-impact development design standards, meaning above-ground facilities that mimic the natural flow and soil percolation of historic pre-development conditions;
- Encouraging the minimization of impervious surfaces creating stormwater runoff by use of alternative designs such as green roofs and pervious pavement;
- Setting a clear prioritization of where stormwater facilities should be located within a development;
- Identifying typical conflicting design elements and uses, such as light poles, street trees, utilities, bicycle and pedestrian paths, and usable open space, and when those would be prioritized over stormwater facility placement;
- Establishing the review authority as the City Engineer and key factors for considering waivers to stormwater design standards.

The project team has held two (2) work sessions with Planning Commission and worked with interested private engineers working on behalf of developers to get feedback. The version of the standards before Council reflect this previous feedback from the Planning Commission and others.

At the work session, the project team is seeking the following feedback from the City Council:

- What questions does the City Council have about the proposed standards, particularly about their intent and how they relate to other development standards?
- What further refinement, if any, would the City Council like to see?

EXPECTED RESULTS:

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

TIMELINE:

Following additional work sessions, a public hearing on the Code amendments are expected late in the first quarter of 2024.

CURRENT YEAR BUDGET IMPACTS:

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

COMMUNITY INVOLVEMENT PROCESS:

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

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

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

ALTERNATIVES:

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

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Frog Pond East and South Master Plan Excerpt Re: Housing Variety and Urban Forms and Typical Housing Development Types
2. Housing Categories for Reference
3. Draft Residential Stormwater Standards October 2023

FROG POND EAST & SOUTH MASTER PLAN



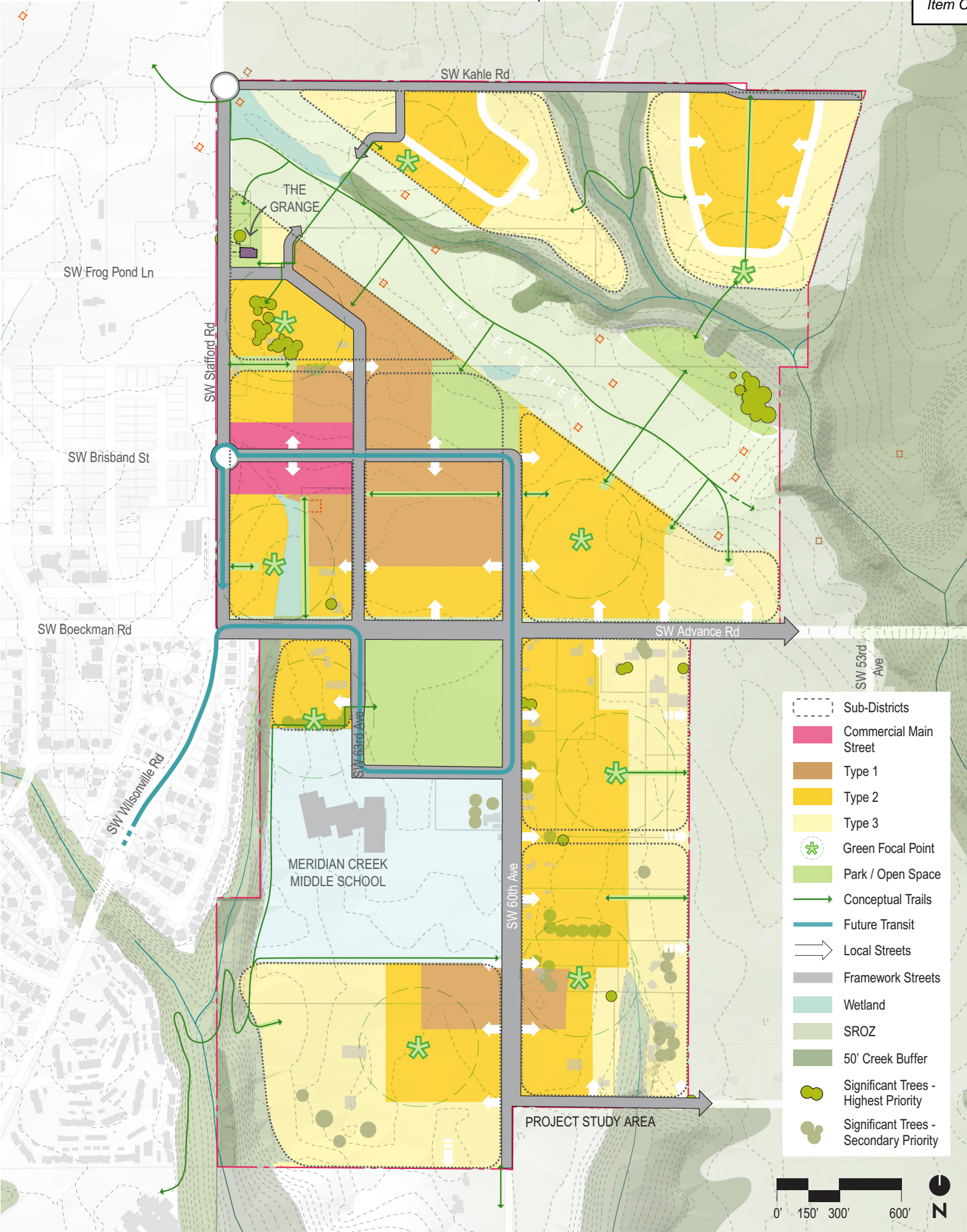
A VISION AND IMPLEMENTATION PLAN FOR TWO NEW
NEIGHBORHOODS IN EAST WILSONVILLE



ADOPTED BY WILSONVILLE CITY COUNCIL
ORDINANCE NO. 870

DECEMBER 19 2022

Item C.





COMMUNITY DESIGN CONCEPTS

FORM BASED DESIGN AND TRANSECT

- More compact housing is in “Type 1” urban form areas (see Chapter 6 for more description of the urban form types)
- Adjacent areas are less compact and result in a transect or transition to even less compact housing form
- The East Neighborhood has its Type 1 housing in the central area adjacent to the Brisband Main Street, future Frog Pond East Neighborhood Park and BPA Easement
- The South Neighborhood has a small node of Type 1 housing located south of the Meridian Middle School property.
- In both neighborhoods, Type 2 and 3 housing form “feathers out” from the Type 1 areas.

A WIDE VARIETY OF HOUSING CHOICES

- Opportunities for a wide spectrum of housing choices: townhomes, quadplexes, tri-plexes, duplexes, cottage clusters, cottage developments, small-lot detached homes, medium and larger lot detached homes, accessory dwelling units, apartments/condos, tiny homes and co-housing
- Requirements for a mix of housing choices in each subdistrict
- Housing capacity for an estimated minimum of 1587 dwellings (See Chapter 6 for housing and land use metrics)





LAND USE

RESIDENTIAL LAND USE AND URBAN FORM

KEY OUTCOMES

The Land Use and Urban Form Plan includes residential areas intended to create three key outcomes:

- **A variety of housing choices** throughout the East and South Neighborhoods
- **Opportunities for affordable housing choices** integrated into the neighborhoods
- A planned “**transect**” of housing form in order to create a cohesive neighborhood that maximizes the amenities available to residents while creating an urban form sensitive to the local context.

VARIETY THROUGHOUT

The Master Plan creates opportunities for a wide variety of housing choices in each neighborhood and subdistrict. This concept focuses on mixing and integrating different housing choices throughout each subdistrict and block rather than having separate areas for separate types of housing units.

The plan defines and maps three types of urban form for housing – Types 1, 2, and 3 – that define the look and feel of the different subdistricts within the neighborhoods. The focus of this typology is urban form: the bulk, height and spacing of buildings. Each urban form type allows for a full array of housing choices.

For example, a detached home may exist in any of the urban form types, but for Type 1 it would have a smaller footprint and, be closer to adjoining homes, and for Type 3 it would have a larger footprint and be farther apart from adjoining homes. Building height will also tend to be taller where Type 1 is designated with height trending down in areas with Type 2 and Type 3 building form. A multi-family building also may exist in any of the urban forms, but for Type 1 the building would be taller and wider with more units per building and closer to adjoining buildings. For Type 3, a multi-family building would be shorter and smaller (similar to the size of a larger single-family home) with fewer units per building, and buildings would be further apart, likely interspersed with single-family homes.



LAND USE

TYPE 1 RESIDENTIAL URBAN FORM

Type 1 residential urban form is the most compact and urban of the three forms:

- Buildings 2-4 stories tall close to the street
- Buildings are closely spaced from each other
- Townhouse, condo/apartment buildings, and similar are not limited in width allowing larger buildings that may even occupy an entire block face
- Lot area per building for detached homes will be small with less yard space than in Type 2 and Type 3
- Townhouses, closely spaced detached homes, and multi-family buildings are expected to be common housing choices provided; cottages or similar small-unit housing is also likely to be built





LAND USE

TYPE 2 RESIDENTIAL URBAN FORM

Type 2 residential urban form is less compact than Type 1 but more compact than Type 3:

- Buildings are intended to be 2 stories, with 3 stories allowed under applicable State law for certain housing categories
- Moderate setbacks from the street
- Building separation is generally 10 feet,
- Building width is moderately limited, to maintain a building bulk consistent among multi-family, middle housing, and single-family detached housing choices
- Detached home lot size is approximately double that of Type 1 allowing for larger home footprints and larger yards than Type 1
- Small to medium sized single-family detached homes and townhouses are expected to be common housing choices, with duplexes, triplexes, quadplexes, cottage clusters, and smaller multi-family buildings also likely to be built.





LAND USE

TYPE 3 RESIDENTIAL URBAN FORM

Type 3 is the least compact residential urban form, characteristics include:

- Buildings primarily 1-2 stories in height, with 3 stories allowed for certain housing categories consistent with applicable State law
- Buildings are set back from the street
- Width of buildings is limited to create smaller buildings, which limits the number of units in multifamily or middle housing structures
- Building separation generally more than 10 feet
- Lot size for detached single-family homes generally 1.5 times that of Type 2 and 3 times that of Type 1, allowing for larger homes and yards
- Medium to large single-family detached homes along with smaller townhouse and duplex buildings are expected to be common housing choices, cottage clusters would be well-suited to this Type, and triplexes, quadplexes, and small multi-family buildings may also be built





IMPLEMENTATION

IMPLEMENTATION MEASURE 4.1.7.D

Implementation of the Frog Pond East & South Master Plan will include the following:

1. Designation and mapping of subdistricts. Subdistricts are smaller geographic areas within each neighborhood where specific regulations may be applied to implement the Master Plan.
2. Clear and objective Development Code standards that:
 - a. Set minimum number of units at the subdistrict or tax lot level.
 - b. Establish height, setback and other development standards for the Type 1, Type 2, and Type 3 Urban Forms described and mapped in the Frog Pond East & South Master Plan.
 - c. Require a variety of housing and include minimum and maximum amounts of specific housing types at the subdistrict or tax lot level.
 - d. Require middle housing.
3. Zoning provisions that provide an alternative path of discretionary review to provide flexibility for development while still achieving the intent of the Master Plan and Development Code.
 - a. The alternative path will include criteria to guide flexibility from the clear and objective height, setback, and other similar development standards for buildings in specific urban design contexts.
4. Define categories of housing for use in implementing housing variety standards.
5. Coordination with the owners of the Frog Pond Grange to coordinate and support continued use and development of the Grange as a community destination. Any future public ownership or use of the Grange building is dependent on future funding not yet identified.
6. Coordination with the Bonneville Power Administration (BPA) on land use and development within their easement in the East Neighborhood.
7. A future study of design options for the creek crossings shown on the Park and Open Space plan in this Master Plan. This work will address potential structured crossings.
8. The City may initiate a Main Street study to evaluate specific designs and implementation for the SW Brisband Main Street.
9. Special provisions will be in place for design of both the public realm and private development along the east side of SW Stafford Road and SW Advance Road and surrounding the East Neighborhood Park.



IMPLEMENTATION

ZONING IMPLEMENTATION

ZONING MAP AMENDMENTS AND IMPLEMENTATION

Table 7 lists the zone districts that will implement each of the Comprehensive Plan designations identified within the planning area.

Table 7. Implementing Zoning Designations

COMPREHENSIVE PLAN DESIGNATION	IMPLEMENTING ZONE
Residential Neighborhood	Residential Neighborhood (RN)
Commercial	Planned Development Commercial (PDC)
Public	Public Facilities (PF)
All, where applicable	Significant Resource Overlay Zone (SROZ)

Zoning will be applied concurrent with the annexation and development review process for individual properties.

CODING FOR VARIETY AND PRIORITY HOUSING TYPES

Providing a variety of housing types, and particular housing types, throughout the East and South neighborhoods are important intended outcomes for the Master Plan. There are many examples of how variety and specific housing is designed and delivered in master planned communities such as Northwest Crossing in Bend and like Villebois here in Wilsonville. In those communities, a master developer defines and maps the planned housing types at a very site-specific level such as individual lots or blocks. Master planned communities can also implement specific and strategic phasing of infrastructure and housing types.

The Frog Pond East & South Master Plan aspires to have the detailed variety of a master planned community like Villebois even though it does not have the oversight of a single master developer. There is an opportunity to require and encourage housing that is a priority for the City. Examples include: home ownership opportunities for households of modest income (80-120% of AMI), middle housing units, dwellings that provide for ground floor living (full kitchen, bath and master bedroom on the main floor), and dwellings that provide for ADA³ accessibility.

The standards for Frog Pond's housing variety will also recognize and accommodate several development realities:

3 Americans with Disabilities Act (1990).



IMPLEMENTATION

- The neighborhoods will develop incrementally. There may be several larger projects where a developer prepares a coordinated plan for relatively large areas (e.g. 20+ acres). However, there will also be many smaller developments that will occur by different developers, on varied parcel sizes, and at different points of time. The code's variety standards must work for the likely range of differently scaled projects.
- Flexibility will be needed for evolving market and housing needs over time, including to reflect the City's future Housing Needs Analyses and Housing Production Strategies..
- All standards that address housing must be clear and objective. A discretionary review path can be provided as an alternative to provide additional flexibility.

Below is a list of potential strategies for requiring variety throughout Frog Pond East and South. These show the intent of the implementing standards and are subject to refinement or change as the development code is prepared.

Strategy 1: Permit a wide variety of housing types.

Amend the RN Zone to allow the following types in Frog Pond East and South:

- Single-Family Dwelling Units⁴
- Townhouses
- Duplex, Triplex, and Quadplex
- Cluster Housing
- Multiple-Family Dwelling Units
- Cohousing
- Manufactured Dwellings⁵
- Accessory Dwelling Units

Strategy 2: Define “categories” of housing units to be used for implementing variety standards.

Each category would provide a range of housing units to choose from when meeting the variety standards. The categories will be based on the policy objectives of the Council for equitable housing opportunities. They will also include specific housing types desired by the City (e.g. accessory dwelling units). The categories will be defined as part of the development code.

4 Tiny homes are included in this use type

5 Manufactured dwellings are subject to the definitions and requirements of ORS 443.



IMPLEMENTATION

Strategy 3: Establish minimum dwelling unit requirements

Establish the minimum number of dwelling units required in each subdistrict (or on each pre-existing tax lot). The minimum number of required dwellings will help ensure the provision of attached housing forms.

Minimum number of dwelling unit requirements helps ensure variety by preventing a lower production of units than anticipated by the Master Plan. The unit count anticipated in the Master Plan assumes a variety of housing and meeting the minimum is not anticipated to be met without provision of a variety of housing.

Note: The housing capacity estimates prepared for the Master Plan could be used as the basis for the minimums.

Strategy 4: Create development standards for lots and structures that regulate built form according to the mapped Type 1, Type 2, and Type 3 urban form typologies.

This strategy uses form-based standards to create the transect of most compact urban form in Type 1 areas to least compact urban form in Type 3 areas. For each of the Urban form types, define standards for:

- Minimum lot size
- Minimum lot width/street frontage
- Maximum height setbacks for front, side, and rear yards, and garages
- Minimum building spacing
- Maximum lot coverage
- Maximum building width

Strategy 5: Establish minimum housing variety standards by subdistrict and development area.

For each subdistrict (or existing tax lots within subdistricts), define:

- The minimum number of categories required. This standard ensures variety at the subdistrict or tax lot level.
- The maximum percent of net development area for a category. This standard ensures no single category dominates a subdistrict.
- The minimum percent of net development area for categories that represent more affordable and/or accessible housing choices not traditionally provided by the private market and meeting City housing objectives..

Strategy 6: Encourage variety at the block level

Frog Pond East and South DRAFT Housing Categories for Reference ¹			
Category A	Category B	Category C	Category D
Multi-family attached	Middle Housing	Cottages, ADUs, and small units	Standard Detached Units larger than 1500 sf
Attached multi-family units	Townhouses	Cottage clusters	Detached homes 1500 sf or larger on their own lot
	Duplex, triplex, quadplex, and equivalent cluster housing or mix of detached and attached	Detached units 1500 sf or less (not meeting definition of cottage cluster units)	Detached multi-family 5 units or more not meeting definition of cottage cluster
		Accessory Dwelling Units	

¹ These categories modified from current draft code standards for ease of reference for the limited purpose of this staff report

Section 4.113. Standards Applying to Residential Developments in any Zone.**(.01) Open Space:**

...

D. Required Open Space Characteristics:

...

2. *Types of Open Space and Ownership.* The following types of areas count towards the minimum open space requirement if they are or will be owned by the City, a homeowners' association or similar joint ownership entity, or the property owner for Multi-family Development.

- a. Preserved wetlands and their buffers, natural and/or treed areas, including those within the SROZ
- b. New natural/wildlife habitat areas
- c. Non-fenced vegetated stormwater features outside the public right-of-way
- d. Play areas and play structures
- e. Open grass area for recreational play
- f. Swimming and wading areas
- g. Other areas similar to a. through f. that are [publicly] accessible
- h. Walking paths besides required sidewalks in the public right-of-way or along a private drive.

...

- (.02) *Building Setbacks* (for Fence Setbacks, see subsection .08). The following provisions apply unless otherwise provided for by the Code or a legislative master plan.

...

- (.03) *Height Guidelines.* The Development Review Board may regulate heights as follows:

...

- (.04) *Residential uses for treatment or training:*

...

(.05) Stormwater Facilities Standards:

- A. Purpose. The purpose of these standards is to protect the public health and welfare by appropriate management of stormwater to prevent flooding and property damage, and the pollution of streams, groundwater, wetlands, and other natural water features through the use of low impact development design and decentralized stormwater treatment and flow control as required by the City's NPDES MS4 permit. The purpose of these standards, further, is to thoughtfully integrate the design of stormwater management facilities into the overall design of neighborhoods.
- B. Low Impact Development. All stormwater management facilities for treatment and flow control shall follow low impact development design standards.
- C. Stormwater management facility sizing requirements shall be determined in accordance with the City's Public Works Standards. Use of impervious area reduction strategies in the Standards, including pervious hard surfaces and green roofs and tree credits, is encouraged.

D. Areas where stormwater management facilities are required to be integrated. Stormwater management facilities shall be located in the following areas of a residential development unless conflicting uses have locational priority as outlined in standard D. The location of stormwater management facilities shall be prioritized in the following order, with 1. (a.-g.) being the highest priority, and 2. (a.-b.) being the lowest priority. Each facility shall include both water quality and flow control unless there is a documented technical need for separate facilities. High priority locations shall be used to the maximum extent practicable, as determined by the City Engineer or their authorized representative, prior to considering lower priority locations.

1. High Priority:

- a. Collector and arterial street medians and planter strips where parallel on-street parking is not permitted;
- b. Curb extensions on local streets and other local street curb areas greater than 6 feet in width;
- c. Unpaved areas within five feet of an alley curb;
- d. Shoulder areas along midblock bike and pedestrian connections, and other off-street trails not otherwise part of larger green spaces and parks;
- e. Edges and buffers around parks and open space; and
- f. Landscape areas between buildings and the right-of-way that's owned by a homeowners association or similar entity (e.g., common areas, courtyards, pocket parks).

2. Lower priority:

- a. Landscaped areas within five feet of building foundations except for detached single-family homes, middle housing and their accessory structures; and
- b. Separate landscape tracts for stormwater facilities.

E. Conflicting Uses Prioritized Over Stormwater Management Facilities. The placement of one or more of the following uses shall be prioritized over stormwater management facilities required under C. if a feasible alternative location for the conflicting use is not available.

- 1. Street trees or other required landscape trees meeting the spacing standards in Section 4.176, including area for root growth of at least 40 square feet per tree;
- 2. Street lights and other required lighting, including a buffer around the base of the light as required by Portland General Electric;
- 3. Fire hydrants and FDCs;
- 4. Manholes, clean outs, pedestals and vaults for public and franchise utilities;
- 5. Pedestrian walkways and bicycle paths;
- 6. Public Utility Easements for gas, electricity, and communication; and
- 7. Minimum area of usable open space required under Subsection (.01) above,. While small stormwater management facilities may be integrated into these spaces, they shall not represent more than 10% of the required usable open space and shall have a secondary purpose beyond just stormwater management (e.g. boundary between two different active uses, an intermittent play/storm stream, design element at the entrance or edge of the active open space).

F. Typically Prohibited Design Elements. The following design elements are prohibited as part of stormwater facilities as barrier to integrated design unless their inclusion is approved by the City Engineer, or their authorized representative, as part of a waiver request;

1. Fences
2. Retaining walls over two feet in height

G. Standards for Waivers to the Standards of this Subsection. The City Engineer, or their authorized representative, may waive the requirements in Subsection B., D., or F. above subject to substantial evidence being available in the record to support the following findings:

1. To the extent practicable, the design continues to provide for decentralized treatment and flow control.
2. If a proprietary stormwater management system is proposed, such use is necessary and the minimal necessary to address technical issues and/or a site constraint (e.g., high groundwater level, contaminated soil, steep slopes).
3. If a fee in lieu is proposed, it is in support of a City stormwater project within the same sub-basin.

CITY COUNCIL ROLLING SCHEDULE
Board and Commission Meetings
Items known as of 10/26/23

Item 4.

November

11/6	Monday	5:00 pm	Work Session & City Council (7:00)	Council Chambers
11/8	Wednesday	6:00 pm	Kitakata Sister City Advisory Board	Via Zoom
11/8	Wednesday	6:00 pm	Planning Commission	Council Chambers
11/9	Thursday	9:00 am	Tourism Committee	Council Chambers
11/10	Friday		OFFICE CLOSED-VETERANS DAY	
11/13	Monday	6:30 PM	DRB – Panel A - Cancelled	Council Chambers
11/14	Tuesday	6:00 pm	DEI Committee	Council Chambers
11/15	Wednesday	5:00 pm	Arts, Culture and Heritage	Council Chambers
11/20	Monday	7:00 pm	City Council - Cancelled	Council Chambers
11/22	Wednesday	6:30 pm	Library Board	Library
11/27	Monday	6:30 pm	DRB – Panel B	Council Chambers

Community Events:

NOVEMBER

Native American Heritage Month

Toy Drive, Community Center (November 1 – December 8)

Dia de Los Muertos (November 1)

11/7 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Library
 Baby & Toddler Time, 10:30 am, Library
 English Class, 10:30 am, Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Baby & Toddler Time, 11:15 am, Library
 Lunch at the Community Center, 12:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Barre Tone, 5:45 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center

- 11/8 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Digital Photography Club, 10:00 am, Community Center
 Family Storytime, 10:30 am, Library
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
 Teen Afterschool Drop-In Activities, 3:00 pm, Library
- 11/9 Gentle Yoga, 8:30 am, Community Center
 Family Storytime, 10:30 am, Library
 Ladies Afternoon Out, 1:00 pm, Community Center
 Meditation Group, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Civics 2.0 Program, 6:00 pm, Council Chambers
 Parenting the Love and Logic Way, 6:00 pm, Parks & Rec
 Restorative Yoga, 7:15 pm, Community Center
- 11/10 City Offices Closed – Veterans Day
 Play Group, 10:30 am, Library
- 11/11 Library Closed – Veterans Day
- 11/13 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Life 101 Lecture Series: Long Term Care 101, 10:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Bridge Group, 1:00 pm, Community Center
 Teen Advisory Board, 4:00 pm, Library
 Body Sculpt, 6:00 pm, Community Center
- 11/14 Ruby Bridges Walk to School Day
 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Library
 Baby & Toddler Time, 10:30 am, Library
 English Class, 10:30 am, Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Baby & Toddler Time, 11:15 am, Library
 Lunch at the Community Center, 12:00 pm, Community Center
 Caregiver/Alzheimer's Support Group, 1:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library

Virtual Reality Fitness, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center

- 11/15 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Digital Photography Club, 10:00 am, Community Center
 Family Storytime, 10:30 am, Library
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
 Bingo, 1:00 pm, Community Center
 Teen Afterschool Drop-In Activities, 3:00 pm, Library
- 11/16 Gentle Yoga, 8:30 am, Community Center
 Family Storytime, 10:30 am, Library
 Walking Book Club, 1:00 pm, Library
 Ladies Afternoon Out, 1:00 pm, Community Center
 Meditation Group, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Restorative Yoga, 7:15 pm, Community Center
- 11/17 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Play Group, 10:30 am, Library
 Bridge Group, 10:30 am, Community Center
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
- 11/18 Space Talks, 11:00 am, Library
- 11/19 Baking with Sam, 4:00 pm, Community Center
- 11/20 Transgender Day of Remembrance
 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Life 101 Lecture Series: Managing Money: A Caregiver's Guide to Finance, 10:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Bridge Group, 1:00 pm, Community Center
 Genealogy Club, 1:00 pm, Library
 Body Sculpt, 6:00 pm, Community Center

- 11/21 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Library
 Baby & Toddler Time, 10:30 am, Library
 English Class, 10:30 am, Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Baby & Toddler Time, 11:15 am, Library
 Lunch at the Community Center, 12:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center
- 11/22 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Digital Photography Club, 10:00 am, Community Center
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
- 11/23 Ladies Afternoon Out, 1:00 pm, Community Center
 Meditation Group, 1:00 pm, Community Center
 Restorative Yoga, 7:15 pm, Community Center
- 11/27 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Body Sculpt, 6:00 pm, Community Center
- 11/28 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Library
 Baby & Toddler Time, 10:30 am, Library
 English Class, 10:30 am, Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Baby & Toddler Time, 11:15 am, Library
 Lunch at the Community Center, 12:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center

- 11/29 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Digital Photography Club, 10:00 am, Community Center
 Family Storytime, 10:30 am, Library
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
 Teen Afterschool Drop-In Activities, 3:00 pm, Library
- 11/30 Gentle Yoga, 8:30 am, Community Center
 Family Storytime, 10:30 am, Library
 Ladies Afternoon Out, 1:00 pm, Community Center
 Meditation Group, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Community Tree Lighting, 5:00 pm, Town Center Park
 Restorative Yoga, 7:15 pm, Community Center

DECEMBER

- 12/1 Rosa Parks Day
 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Bridge Group, 10:30 am, Community Center
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
- 12/3 International Day of Persons with Disabilities
- 12/4 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Bridge Group, 1:00 pm, Community Center
 Genealogy Club, 1:00 pm, Library
 Body Sculpt, 6:00 pm, Community Center
- 12/5 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Library
 Baby & Toddler Time, 10:30 am, Library
 English Class, 10:30 am, Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Baby & Toddler Time, 11:15 am, Library

Lunch at the Community Center, 12:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center

12/6 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Digital Photography Club, 10:00 am, Community Center
 Family Storytime, 10:30 am, Library
 PROFILES (online), 11:00 am
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
 Bingo, 1:00 pm, Community Center
 Teen Afterschool Drop-In Activities, 3:00 pm, Library

12/7 Gentle Yoga, 8:30 am, Community Center
 Family Storytime, 10:30 am, Library
 Ladies Afternoon Out, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center

12/8 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Play Group, 10:30 am, Library
 Bridge Group, 10:30 am, Community Center
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center

12/9 Book Notes Concert, 2:00 pm, Library

12/10 Hanukkah

12/11 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Blood Drive, 11:00 am, Library
 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Bridge Group, 1:00 pm, Community Center
 Body Sculpt, 6:00 pm, Community Center

- 12/12 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Library
 Baby & Toddler Time, 10:30 am, Library
 English Class, 10:30 am, Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Baby & Toddler Time, 11:15 am, Library
 Lunch at the Community Center, 12:00 pm, Community Center
 Caregiver/Alzheimer's Support Group, 1:00 pm, Charbonneau Activity Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Beginning Tai Chi, 2:00 pm, Community Center
 Tai Chi Continuing, 3:00 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center
- 12/13 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Digital Photography Club, 10:00 am, Community Center
 Family Storytime, 10:30 am, Library
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
 Teen Afterschool Drop-In Activities, 3:00 pm, Library
- 12/14 Gentle Yoga, 8:30 am, Community Center
 Family Storytime, 10:30 am, Library
 Ladies Afternoon Out, 1:00 pm, Community Center
 Restorative Yoga, 7:15 pm, Community Center
- 12/15 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Play Group, 10:30 am, Library
 Bridge Group, 10:30 am, Community Center
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
- 12/16 Space Talks, 11:00 am, Library
- 12/18 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Bridge Group, 1:00 pm, Community Center
 Genealogy Club, 1:00 pm, Library
 Body Sculpt, 6:00 pm, Community Center

- 12/19 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Library
 English Class, 10:30 am, Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center
- 12/20 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Digital Photography Club, 10:00 am, Community Center
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
 Bingo, 1:00 pm, Community Center
- 12/21 Gentle Yoga, 8:30 am, Community Center
 Walking Book Club, 1:00 pm, Library
 Ladies Afternoon Out, 1:00 pm, Community Center
 Restorative Yoga, 7:15 pm, Community Center
- 12/22 Healthy Bones and Balance, 8:30 am, Community Center
 Advance Healthy Bones & Balance, 9:30 am, Community Center
 Bridge Group, 10:30 am, Community Center
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
- 12/25 City Offices Closed – Christmas Day
- 12/26 Ukulele Jam, 9:00 am, Parks & Rec
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Library
 English Class, 10:30 am, Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center
- 12/27 Digital Photography Club, 10:00 am, Community Center
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center

- 12/28 Gentle Yoga, 8:30 am, Community Center
Walking Book Club, 1:00 pm, Library
Ladies Afternoon Out, 1:00 pm, Community Center
- 12/29 Bridge Group, 10:30 am, Community Center
Stand, Sit and Be Fit, 11:00 am, Community Center
Lunch at the Community Center, 12:00 pm, Community Center
Mexican Train Dominoes, 1:00 pm, Community Center
- 12/31 Kwanzaa (all day)



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: November, 6, 2023	Subject: Resolution No. 3088 A Resolution Of The City Of Wilsonville Authorizing the City Manager to Enter Into a Construction Contract With Romtec, Inc. For The Boones Ferry Restroom Construction Project. Staff Member: Zack Morse, Parks Lead Maintenance Specialist and Dustin Schull, Parks Supervisor Department: Parks and Recreation	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to adopt the Consent Agenda.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Boones Ferry Park Master Plan	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

The award of contract to Romtec Inc. to replace the Boones Ferry Park restroom. This project aligns with the City's work to implement the Boones Ferry Park Master Plan.

EXECUTIVE SUMMARY:

The implementation of the Boones Ferry Park Master Plan is a key initiative for the Park and Recreation team. The Boones Ferry Master Plan highlights the need to address the restrooms shortcomings. Given the current condition of the 30-year-old restroom, replacement is the only long-term viable option to meet the desires of the community. Given the additional updates slated for Boones Ferry Park, the parks team anticipates a drastic increase of park users and need for an updated restroom.

Upgrading the restroom facility to two individual, all gender bathrooms supports the City's diversity, equity and inclusion initiatives.

The implementation of the new restroom will provide the opportunity to close one restroom seasonally and during times of needed repair. This will result in a long-term cost savings for the city and an improved amenity for the community.

EXPECTED RESULTS:

The replacement and upgrade of the Restroom in Boones Ferry Park will result in an improved user facility for the community.

TIMELINE:

Construction is expected to begin in the winter of 2023.

CURRENT YEAR BUDGET IMPACTS:

Total project scope is approximately \$345,000. This funding is located in capital improvement plan (CIP) #9171 – Boones Ferry Park Master Plan Implementation.

Half (50%) of this project costs are eligible for reimbursement by the Oregon State Parks Local Government Grant Program (LGGP). The LGGP funding was awarded to this project in September 2023.

COMMUNITY INVOLVEMENT PROCESS:

The Boones Ferry Park Master plan, adopted in 2018, conducted community outreach for this project. Updating existing amenities was identified by the key stakeholder groups during the master planning process.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The replacement and upgrade of the Boones Ferry Park restroom will result in an improved user facility for the community. The implementation of two individual user restrooms will provide the parks team the option to close down restroom sections during both the off-season and times of needed repair. This will result in a long-term cost savings for the city.

ALTERNATIVES:

No new restroom is built. The current restroom continues to be utilized and is still inadequate and underserving for the community's current and projected future usage patterns. Many of the plumbing fixtures are out of date and have needed replaced over the past few years. Due to the age and condition of the current restroom, the city will further need to invest time and energy into the current restroom.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Concept Image
2. Resolution No. 3088
 - A. Construction Contract



ROMTEC

18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803



BOONES FERRY PARK
WILSONVILLE, OREGON

RESOLUTION NO. 3088**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH ROMTEC, INC. FOR THE BOONES FERRY RESTROOM CONSTRUCTION PROJECT.**

WHEREAS, the City is a member of the Intermountain Education Service District Cooperative (IMESD) that participates in a national non-profit organization, the Association of Educational Purchasing Agencies (AEPA); and

WHEREAS, IMESD/AEPA, provided procurement assistance for the Boones Ferry Restroom Project, as described in the Contract; and

WHEREAS, Contractor Romtec, Inc. is an approved vendor of IMESD; and

WHEREAS, Contractor represents that Contractor is qualified to perform the Boones Ferry restroom construction work, as described in the Construction Contract, attached hereto as **Exhibit A**; and

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

WHEREAS, selection of this Romtec, Inc. through IMESD/AEPA follows public contracting requirements.

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

1. The City Manager is authorized to execute a Construction Contract with Romtec, Inc. for the Boones Ferry Restroom Construction Project, as the form substantially similar to the attached **Exhibit A**.
2. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of November 2023, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Construction Contract

CITY OF WILSONVILLE COOPERATIVE PROCUREMENT CONSTRUCTION CONTRACT

This Cooperative Procurement Construction Contract (“Contract”) for the Boones Ferry Park Restroom Demolition and Replacement Project (“Project”) is made and entered into on this _____ day of October 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Romtec, Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Association of Educational Purchasing Agencies (AEPA) Solicitation #023.5-B Playground and Recreational Equipment, dated January 16, 2023; Contractor’s bid submitted in response thereto; AEPA Member Agency (State) Terms and Conditions, AEPA Solicitation #023.5-B; Acceptance of Solicitation and Contract AEPA 02.5-B between Contractor and AEPA, dated February 27, 2023, and extension thereto dated July 19, 2023; and all attachments thereto (the “AEPA Contract”); 2017 City of Wilsonville Public Works Standards; 2010 ADA Standards for Accessible Design, as amended; 2017 ICC A117.1 Accessible and Usable Buildings and Facilities; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Any conflict between this Contract and the AEPA Contract shall be resolved in favor of this Contract. This Contract, the attached exhibits, and the AEPA Contract shall be collectively referred to as the “Contract Documents.” All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or

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

Section 2. Scope of Work

Contractor will supply the new equipment and perform the installation services, as more particularly described in the Proposal/Scope of Work attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work and Contract Documents.

Section 3. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than June 30, 2024, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 4. Contractor’s Work

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

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

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

Section 5. Contract Sum and Payment

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor the fixed price of THREE HUNDRED FORTY-FOUR THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS AND EIGHTY-ONE CENTS (\$344,638.81) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

5.2. During the course of Contractor’s performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Work described

in the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 24**.

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

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

5.5. Contractor's Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

Section 6. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective July 5, 2023, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. If applicable, Contractor must comply with all public contracting wages required by law. If applicable, Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If applicable, Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 7. Filing of Certified Statement

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

Section 8. Reports to Department of Revenue

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

Section 9. City's Rights and Responsibilities

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

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

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

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

withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

9.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2023-24. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 22**.

Section 10. City's Project Manager

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

Section 11. Contractor's Project Manager

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

Section 12. Project Information

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

Section 13. Duty to Inform

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

Section 14. Subcontractors and Assignments

14.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 15.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

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

Section 15. Contractor's Responsibilities

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

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

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

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

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

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

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

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

15.7. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting

the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 16. Subcontractor Requirements

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

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

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

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

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

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

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

Section 17. Environmental Laws

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
 Port Districts
 County Service Districts
 Water Districts

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

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

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

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

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

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

Section 18. Indemnity

18.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted

by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 18.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

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

Section 19. Insurance

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

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

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

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

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

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

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

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

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

Section 20. Bonding Requirements

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

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

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

Section 21. Warranty

21.1. Contractor's warranties are as set forth in **Exhibit B**, attached hereto and incorporated by reference herein. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, including the warranties set forth in **Exhibit B**, Contractor fully warrants all Work for a period of one (1) year from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work or

materials occurring within one (1) year following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The one (1) year warranty period shall, with relation to such required repair, be extended one (1) year from the date of completion of such repair.

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

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

Section 22. Early Termination; Default

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

22.1.1. By mutual written consent of the parties;

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

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

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

the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

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

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

Section 23. Suspension of Work

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

Section 24. Contract Modification; Change Orders

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

Section 25. Dispute Resolution

In the event of a dispute concerning performance of this Contract, the parties agree to meet to negotiate the problem. If such negotiation fails, the parties will mediate the dispute using a

professional mediator, and the parties will split the cost. If the dispute cannot be resolved in either of the foregoing ways within thirty (30) days, either party may file suit in Clackamas County Circuit Court. In the alternative, at the City's election, the parties may follow the dispute resolution procedures found in the Special Provisions.

Section 26. Access to Records

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

Section 27. As-Built

Contractor must provide redlined as-builts prior to Final Acceptance. As-builts should be provided in electronic format.

Section 28. Notices

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

To City: City of Wilsonville
 Attn: Zack Morse, Parks Maintenance Specialist
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Contractor: Romtec, Inc.
 Attn: Cody Dooley
 18240 N Bank Road
 Roseburg, OR 97470

Section 29. Miscellaneous Provisions

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

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

29.3. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions

required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

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

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

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

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

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

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

29.10. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to

provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

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

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

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

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

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

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

CONTRACTOR:

ROMTEC, INC.

By: _____

Print Name: _____

As Its: _____

EIN/Tax I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

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

#241900

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Preliminary Scope of Supply and Services

Building Supply and Installation

Project: Boones Ferry Park
Location: Wilsonville, OR
Date: 10/2/2023



OVERVIEW

The following is a detailed scope of products and services that will be included as part of the Romtec building package and installation services. Romtec's proposal includes the supply and installation of the specified building kits as defined herein (with exclusions noted below).

Romtec's proposal is for the installation of the pre-engineered building package as defined herein.

See Section 3 below for the scope of supply and services supplied by others that are not supplied by Romtec.

KEY ASSUMPTIONS

Romtec's Installation Quote is based on the following:

1. **Building Construction Timeline.** Romtec's estimated installation time is 2 months. Romtec's proposal is based on the requirement that the building site(s) be fully prepared and ready for Romtec to begin construction by 04/01/2023. This proposal is also based on the following milestone dates:
 - a. Purchase Order executed no later than 11/13/2023
 - b. Any relevant Romtec submittal document(s) approved no later than 11/27/2023
 - c. Site preparation and relevant Permits completed and delivered to Romtec for review/approval no later than 03/25/2023
 - d. Romtec site delivery/mobilization to begin no later than 04/01/2023

Note: Any changes to this schedule caused by others or outside of Romtec's control will result in price changes.

2. **Installation assumes one mobilization.** If Romtec is required to demobilize and remobilize for any reason outside of Romtec's control, it will result in a change order and schedule adjustment.
3. Work Hours are Monday through Saturday 7:00am – 7:00pm.
4. The Romtec Proposal requires a walk through and sign off upon completion of the Installation of the Romtec Building Package. In other words, once Romtec has completed the installation work, the general contractor, owner, and/or their representatives must inspect and confirm the completed installation within a reasonable time.
5. The jobsite is semi-truck accessible.
 1. Freight quotes are valid for 30 days only, after which the price is subject to change without notice.
 2. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
6. **Union workers NOT required for Romtec's Installation Scope.**
 1. Prevailing Wage is required
 2. Compliance with Davis Bacon Act not required

This scope letter will be superseded by the Romtec Scope of Supply, Design and Installation Submittal to be provided to the customer after receipt of contract.

1. Romtec Scope of Supply

1. Engineering Services

Romtec will provide engineering services per the following process outline. Romtec will provide the full Scope of Supply, Design, and Installation Submittal (SSDIS) after receipt of a signed purchase order.

1. Romtec provides the full Scope of Supply, Design, and Installation Submittal package (SSDIS)
 - a. Romtec provides the SSDIS in Romtec's standard electronic submittal format.
 - b. The SSDIS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDIS supersedes this preliminary scope letter.
2. Customer reviews and comments on the SSDIS
 - a. At this time, the SSDIS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
 - b. The SSDIS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
 - c. Customer will have 45 days from purchase order date to approve the SSDIS.
3. Customer Approves the SSDIS and releases Romtec to begin production
 - a. The customer approves the SSDIS and releases Romtec to begin production by signing the Submittal Approval and Notice to Proceed on Production forms included in the SSDIS. Romtec cannot begin production without a signed NTP form.
 - b. The customer's approval of the SSDIS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDIS is approved.
 - c. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.
4. Romtec provides the Full Sealed Plan Set
 - a. After the customer has approved the SSDIS, Romtec will provide the customer with the Full Sealed Plan Set for review by the local building department (or relevant permitting authority).
 - b. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
 - c. Romtec's standard plan size is 11"x17".
5. The local building department reviews and comments on the Romtec plans
 - a. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
 - b. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.
6. The local building department approves the revised Romtec plans
 - a. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
 - b. Romtec will complete production/manufacturing of the building package per the final approved plans.
7. Romtec delivers the completed building package and mobilizes for installation
 - a. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the Romtec installer.
 - b. Romtec Installer completes installation.
 - c. Romtec's warranty period begins.

2. Structure

The Romtec building package has been quoted with the specific product colors noted below. Changes to these color selections may result in a price increase. Customer to select colors from each manufacturer's specified color chart for block, roofing, steel finishes, etc.

The following items relative to the building structure will be supplied by Romtec.

1. Concrete Masonry Units - CMU
 - a. Exterior walls will be constructed of split-face, mortar joint, concrete masonry units (concrete blocks).
 - b. Lower 5 courses shall be **Khaki** color and the upper remainder courses shall be **Castle White**.
 - c. Mortar color to be **Almond 6556**.
2. Exterior and Interior wall finish shall high gloss, anti-graffiti paint.
 - a. Rain Guard Mivro-Seal & VandlGuard VG-7021
3. Interior floor finish will be sealed concrete.
4. Sanitary cove base on interior restroom walls in **White 0100 (1)**.
5. Polycarbonate gable windows.
 - a. Steel frames are powder coated **black**.
6. Doors, frames and hardware.
 - a. Doors and frames to be powder coated **black**.
 - b. Stainless steel, ball bearing hinges.
 - c. Heavy duty door closers.
 - d. Schlage ALX series RHO-ALX70 & 50 lever locks with latch guard for mechanical room door.
 - e. ADA restroom Hager 3800 series Escutcheon Withnell lever 38-56-ESC-WTN-US26D-Full6-KD-SCC.
 - f. Securitron M32 Magnalock with Securitron EEB Emergency Exit Button, XMS Exit Motion Sensor, BPS Linear Power Supply & ST01 Series Timer.
 - g. Hager 8418 Single Operator, 2930 electric strike, 2-659-0170 actuator, 2-659-0170 actuator box.
 - h. Restroom doors to have louvered door vent.
7. Roofing materials
 - a. Glulam beams.
 - b. 2x6 tongue and groove decking.
 - c. Gutters and downspouts.

Note: Downspouts to connect to storm line within 10'.
 - d. Roofing shall be Fabral, 26-gauge, Horizon 16 standing seam roof panels in the **Antique Bronze 854** color.

3. Restroom and Plumbing Fixtures

The following fixtures will be supplied by Romtec:

1. Wall mount, stainless steel, Acorn toilets with manual lever chrome flush valves.
2. Wall mount, stainless steel, Acorn sinks with single push button faucets.
3. Wall mount, white 3-roll toilet paper dispensers.
4. Surface mount, diaper deck with stainless steel veneer.
5. ADA Gender neutral restroom signage with Spanish and brail.
6. Most Dependable Fountains, 10485 WMSS, chrome drinking fountains with bottle filler and stainless steel drinking fountain guard rails.
7. Woodford 67 wall hydrant and Woodford 24 wall faucet.
8. Soap dispensers and paper towel dispensers are supplied by **Owner**.

4. Electrical Fixtures

The following electrical fixtures will be supplied by Romtec:

1. Exterior lighting
 - a. Wall cylinder, LED downlight light fixtures.
 - b. Controlled by photocell.
2. Interior lighting
 - a. Wall cylinder, LED up and downlight light fixtures located in the restrooms, controlled by WCR PDT 16 sensor switch.

- b. Ceiling mount, 48" LED light fixtures located in the mechanical room, controlled by a switch.
- 3. Electric tank, 50-gallon water heater.
- 4. Mechanical exhaust package with inline fans.
- 5. Wall mount, white hand dryers with 15-second dry time.
- 6. Main breaker panel sized for the building components.
 - a. 200 amp, single-phase, indoor.

Note: City to have their electrician install meter base on exterior of building and coordinate power with power company.

2. Romtec Fabrication and Installation

The following are included in the fabrication and installation services for all buildings provided by Romtec:

- i. Foundation and Under-slab
 - 1. Equipment for excavation of foundation and slab.
 - 2. Installation of forming material for foundation and slab.
 - 3. Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing and electrical)
 - 4. Backfill of Romtec underground utilities.
 - 5. Placement of rebar.
 - 6. Pouring of foundation slab.
- ii. Masonry Walls
 - 1. Installation of CMU block
 - 2. Placement of door frames, windows, and vents within CMU walls (if applicable)
 - 3. Placement of J-bolts or Glulam Brackets as applicable
- iii. Roof Structure
 - 1. Carpenters' installation of roof framing
 - 2. Installation of roofing underlayment
 - 3. Installation of roofing system
- iv. Interior Finish
 - 1. Painting of interior walls
 - 2. Placement of cove base tile (if applicable)
 - 3. Sealing of all exposed wood
- v. Rough-In Plumbing/Electrical
 - 1. Installation of drain and vent lines
 - 2. Installation of water lines
 - 3. Installation of main breaker panel(s)
- vi. Doors and Hardware
 - 1. Installation of Doors and hardware
- vii. Installation of Finish Plumbing and Electrical
 - 1. Installation of plumbing fixtures
 - 2. Installation of electrical fixtures
- viii. Installation of all other applicable building kit components and fixtures that are supplied by Romtec (e.g. (if applicable), partitions, dispensers, ADA equipment, mirrors, diaper decks, etc.)
- ix. Completion of all applicable building inspections related to Romtec's installation
- x. Demonstration of full function and operation per approved designs and data sheets

3. Owner Responsibilities (By Others)

1. Site Preparation (All Structures)

1. Building Pad

The general contractor will be responsible for preparing the site and building pad prior

to Romtec's arrival for installation work. The building pad must be level and compacted to within 6" of the finish floor elevation before Romtec arrives. The pad must be prepared per the requirements of any available geotechnical report.

Note: Any site grading or removal and replacement of fill materials for the building pad must be completed prior to Romtec's arrival. Romtec's installation services do not include excavation beyond what is necessary for forming and pouring the concrete footings and slab.

2. **Soil Disposal**

Romtec is not disposing of any soils from the site.

3. **Surveying and Staking**

Romtec is not responsible for any site surveying or staking. Any required surveying and staking related to Romtec's work area must be completed prior to Romtec's arrival onsite.

2. Utilities (All Structures)

1. **Site Utilities**

Romtec is excluding the supply and installation of all incoming utilities. Utilities must be in place and available prior to Romtec's arrival onsite. **All utilities must be brought within 10' of the building pad prior to Romtec's arrival.** If the utilities are not in place and ready to use prior to Romtec's arrival, there will be additional charges for any required remobilization.

Note: Romtec has assumed that the site utility sizing matches what is shown on the Romtec plans. Any changes to the site utility sizing must be communicated to Romtec as soon as possible.

2. **Electrical Transformers**

Romtec is excluding the supply and installation of any required electrical transformers. Any required electrical transformers must be supplied and installed by others. If the electrical transformers are required for Romtec to perform installation work, they must be installed and functioning prior to Romtec's arrival for installation work.

3. **Electrical Junction Box**

Romtec is excluding the supply of the electrical junction box associated with the Romtec building(s). The junction box must be installed and ready for Romtec's use prior to Romtec's arrival onsite.

4. **Other Electrical**

Romtec is excluding the supply and installation of any electrical items not shown on the Romtec supplied panel.

5. **Water Line Drain Valves and Sewer Line Back Flow Check Valves**

Romtec is excluding the supply and installation of any required water line drain valves and/or sewer line backflow check valves.

3. Site Concrete and Landscaping (All Structures)

1. **Sidewalks and Sidewalk Approaches**

Romtec is excluding the supply and installation of all sidewalks and sidewalk approaches.

2. **Landscaping**

Romtec is excluding the supply and installation of any landscaping.

4. General Exceptions/Exclusions

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
2. The following items will be supplied by **others** if applicable:

<ol style="list-style-type: none"> 1. All Permits related to construction and installation of Romtec Building 2. Bonding (unless otherwise stated) 3. Storm water and/or pollution prevention plans 4. Erosion control plans 5. Site specific safety plans 6. Site specific protection plans 7. Tree protection plans 8. Site preparation per geotechnical report 9. Backfill required for all structures 10. Licensees except for the City Business License 11. Special inspection services 12. Rock excavation 13. Demolition of existing structures 14. Removal of excavated materials 15. Site grading or asphalt paving 	<ol style="list-style-type: none"> 16. Masonry pavers 17. Booster pumps &/or pressure reducing valves 18. Backflow check valves 19. Fire alarm & fire suppression equipment 20. Irrigation Equipment 21. Gutters and downspouts 22. Lighting equipment not attached to the building 23. Electrical transformer(s), external electrical junction box(es), meter(s)/meter base(s) 24. Landscaping 25. Plumbing freeze protection 26. Site plans 27. Sidewalks 28. Construction mock-ups 29. Construction fencing
---	--
3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
4. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."
5. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

Note: Romtec's scope of work is based on acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

4. Warranty and Limitations

1. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

2. Disclaimers

1. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.

2. Smooth face CMU block can have a significant variation in color and texture and should never be used as an architectural finish. Smooth face CMU block should always be either painted or have siding covering it. Romtec does not guarantee uniform color or texture of block, nor claim that any aspect of block color or texture will remain stable over time.



ROMTEC

18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 498-3541 FAX (541) 498-0803

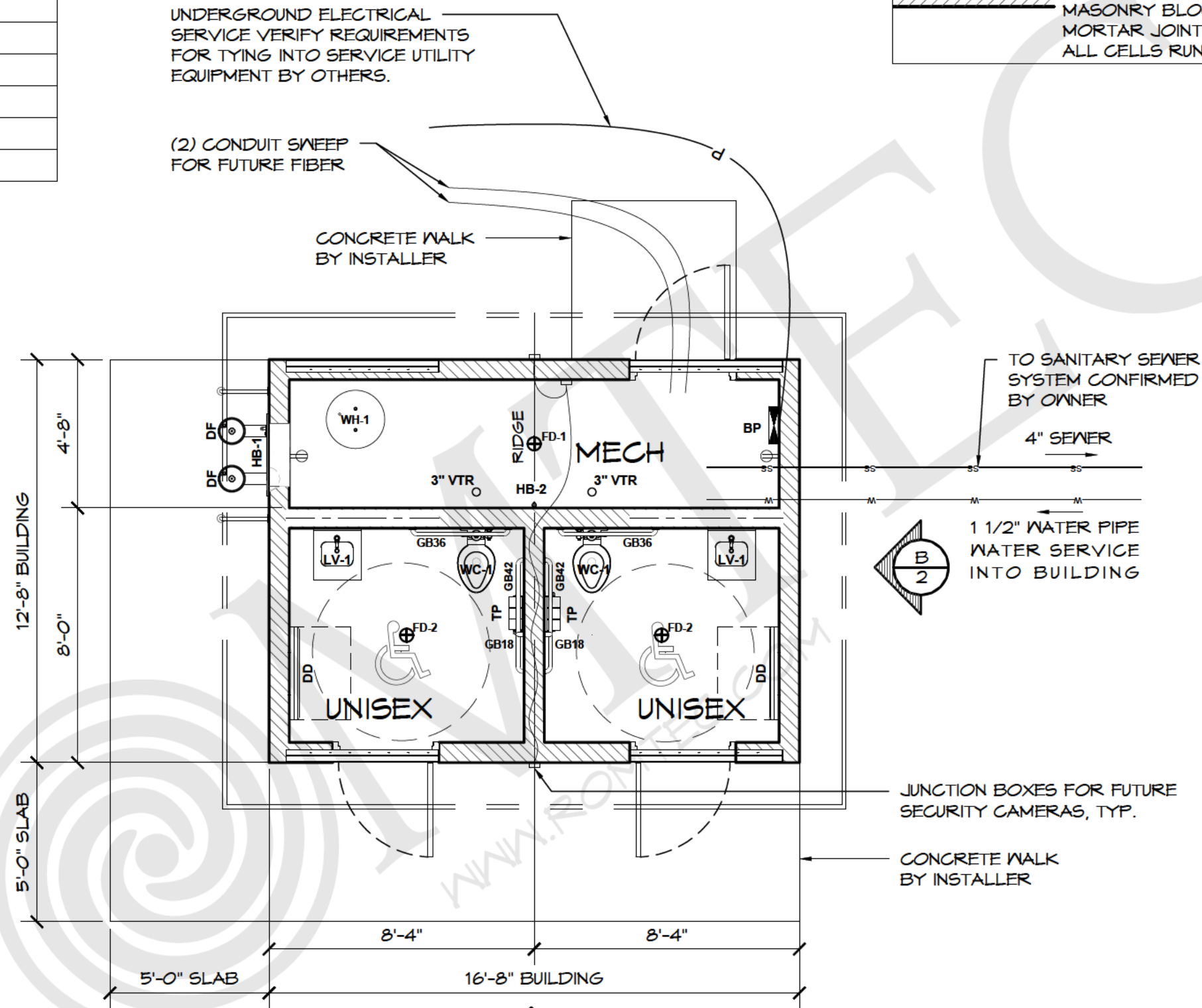


BOONES FERRY PARK

WILSONVILLE, OREGON

LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	GABLE WINDOW	4
	2x8 WOOD FILLER WALL	2
	EXTERIOR WALL LIGHTS	3
	INTERIOR CEILING LIGHTS	3
	FLOOR DRAIN	3
	ELECTRICAL OUTLET	2

WALL TYPE SCHEDULE	
	8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.



THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

1

FLOOR PLAN

SCALE: 1/4" = 1'-0"

A

D

C

B

Item 11.

ROMTEC

18240 NORTH BANK ROAD - ROSEBURG, OR 97470

(541) 496-3541 FAX (541) 496-0803

PRELIMINAR

PROJECT:

CITY OF WILSONVILLE

BOONES FERRY PARK

WILSONVILLE, OREGON

PROJECT#:

1971

MODEL#:

DATE:

9/28/2023

REVISIONS

REV.	DATE:	BY:

DRAWN BY:

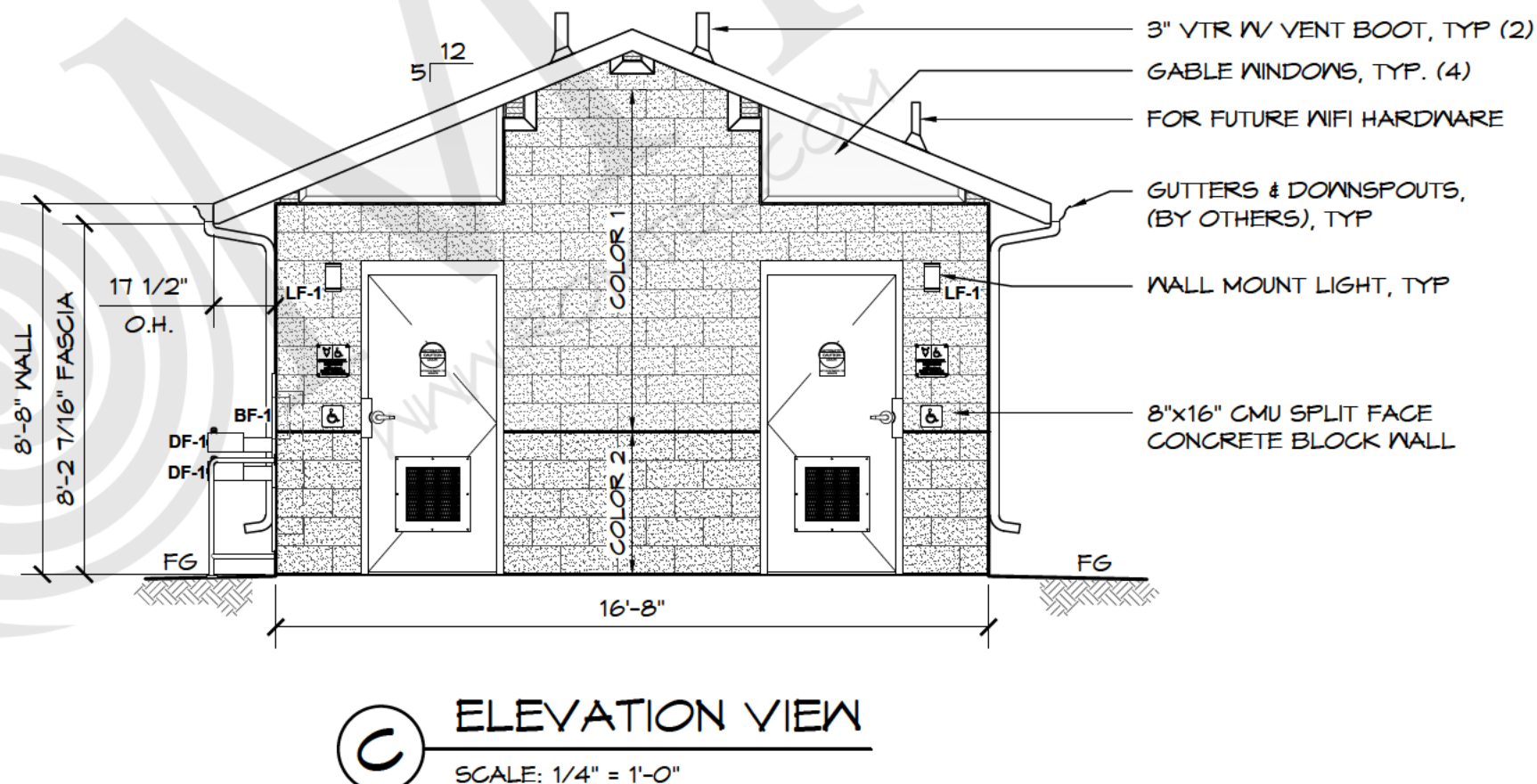
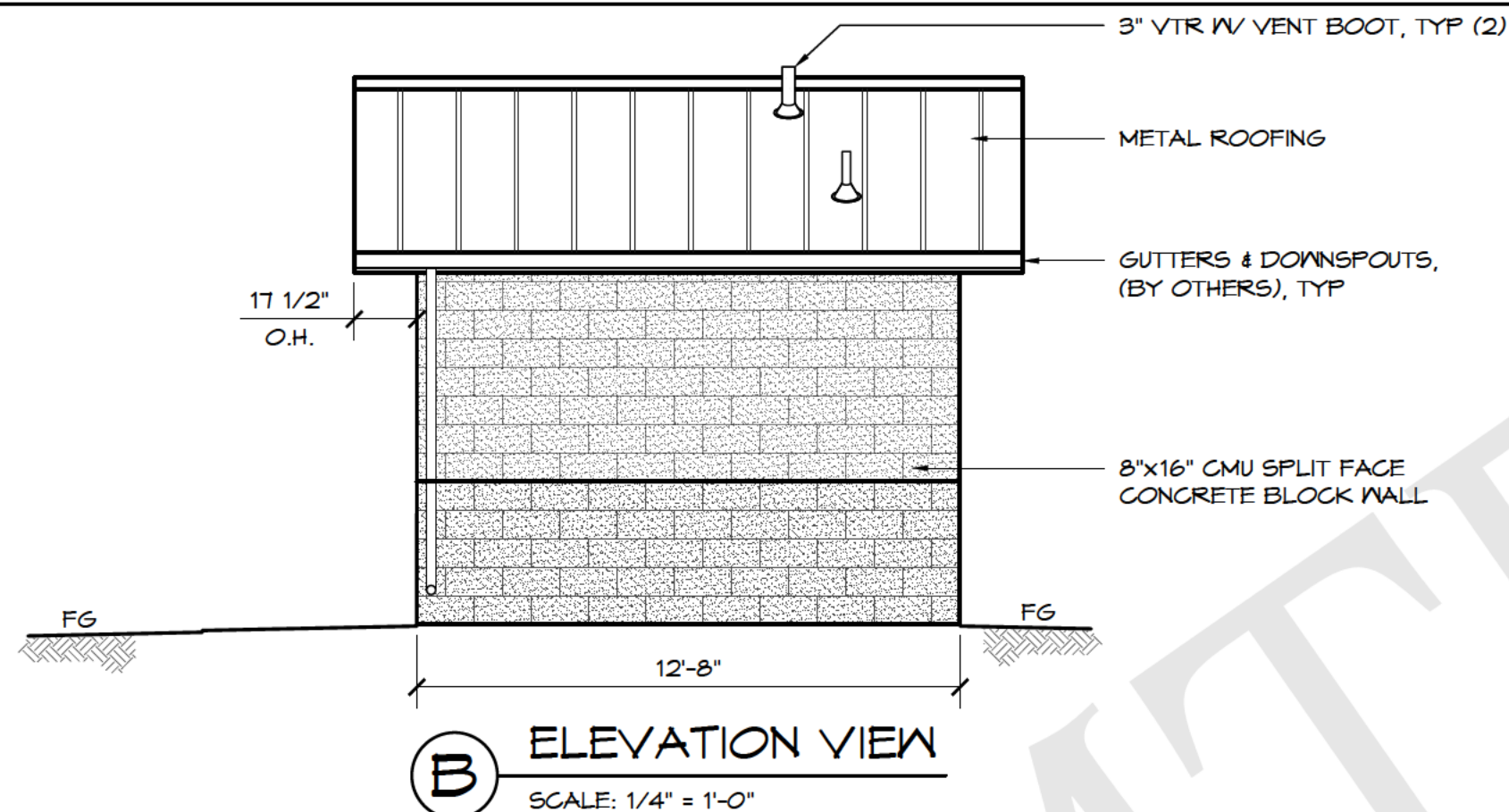
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SHEET NO.

01

137

EXHIBIT A - Page 10 of 1



THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



18240 North Bank Rd.
Roseburg, OR 97470
P: 541-496-3541
F: 541-496-0803
E: service@romtec.com

Date

10/13/2023

PROPOSAL/PO

AEPA 019.5B

Boones Ferry Park Restroom

Customer: City of Wilsonville

Dustin Schull

29600 SW Park Place

Wilsonville OR 97070



Quantity	Building Proposal Description	Extended Price
1	Romtec Modified Model 2022 Per Romtec Scope of Supply and Services Document Dated 3-1-23	\$ 149,670.53
InterMountain ESD Discount: Available only to members of the InterMountain ESD Cooperative.		5.00% \$ (7,483.53)
Estimated Freight to: Wilsonville, OR		\$ 3,804.75
Demolition of exisitng restroom building		\$ 71,985.89
Installation of Romtec Model 2022 Restroom		\$ 119,903.55
Bonding		\$ 6,757.62
ROMTEC INC. PURCHASE ORDER TOTAL		\$ 344,638.81

EXHIBIT B

Materials Supplied by Romtec

Romtec guarantees that the Materials will be free from defects in materials and workmanship for a period of not less than one (1) year from date of delivery acceptance. If delivery of Materials is delayed for any reason, the warranty begins on the date that the Materials were ready to deliver.

The customer will have up to five (5) business days to inspect and accept any delivery, after which, if not specifically rejected, it is considered accepted.

Romtec may optionally delay the warranty start date for up to six (6) months from the delivery date to allow for the customer to complete installation of the Materials. If the customer completes installation of the Materials within this time, the 1-year warranty will begin on the installation completion date. In no case will the 1-year warranty start date be later than six (6) months from the delivery date. Any delay not caused by Romtec that requires an extension of the warranty start date may result in a change order to cover the extended warranty period.

Unless otherwise specifically agreed in writing, Romtec does not offer and specifically disclaims any implied warranty of merchantability or warranty of fitness for any particular purpose or any other warranty except as provided herein. Romtec's warranty does not include coverage of costs for removal/reinstallation labor, transportation or other costs or expenses relating to warranty work, including any indirect, incidental, delay, liquidated, or consequential damages.

This warranty extends only to Romtec's direct customer (as named in the Romtec Purchase Order) herein called "customer" and not to any person or entity with whom customer has business relationships, or any other party.

At Romtec's option, the warranty may be transferred to a final end owner other than customer.

Components Resold or Supplied with the Romtec Building Package(s)

Certain components of the Materials are warrantable directly by the original manufacturer for periods that may be longer or shorter than the 1-year Romtec warranty. The terms of such warranties are identified in the relevant submittal documentation or available upon request. Replacement for, repair or refund of defective workmanship or material under normal use shall be remunerated directly with the manufacturer of the component. Examples of components would be locksets, plumbing fixtures, electrical fixtures, etc.

Claims: The following provisions apply to all claims.

- a. Freight Damage Claims:** If Romtec agrees to ship Materials under any agreement whereby Romtec remains responsible for risk of loss or damage while the goods are in transit, any customer claims for damage in transit shall be made in writing endorsed on the bill of lading at the time customer accepts delivery of the merchandise, otherwise Customer waives the right to any freight damage claim(s). CUSTOMER MUST CAREFULLY INSPECT THE MATERIALS BEFORE ACCEPTING DELIVERY.
- b. Claims of Defective Manufacture:** Claims that the Materials were incorrectly manufactured or defective in any way must be made directly to Romtec on a product-by-product basis. All claims must be made within 72 hours of the defective condition, or the time when the defect should have been discovered. All claims must include the following:
 1. Detailed description of the specific problem, failure, or other event giving rise to the claim, including specific location and supporting photographs or videos.
 2. Contact information for third-party individual(s) who can substantiate the claim and who do not work for Customer or any affiliate of customer.
- c. Claims for Missing Materials:** Customer or Customer's representative must inventory the shipment of materials upon arrival at the job site for completeness. Claims for missing or deficient materials shall be reported to Romtec within the delivery acceptance period of five (5) business days. If Romtec does not receive notice of missing or deficient materials within the delivery acceptance period, the customer waives any future claim(s) for missing materials. After the delivery acceptance period has ended, the customer assumes responsibility for any missing or deficient materials.
- d. Claims for Damaged Materials Stored Prior to Installation:** Building Materials are packaged for shipment only and intended for installation within thirty (30) days of delivery. If installation is delayed by Customer and the materials are stored in an exposed location for more than thirty (30) days, all warranties are null and void. Customer assumes all responsibility for adequately protecting stored materials prior to and during installation.
- e. Action in Event of Established Claim:** Liability of Romtec shall be limited to, at its option, repair or replacement of the goods, or refund of the purchase price of those specific goods. All goods repaired or replaced under this warranty are shipped to customer FOB Roseburg, Oregon, or FOB manufacturer's facility.
- f. No Third Party Claims:** Under no circumstance shall Romtec be responsible for any damage claims by any party other than claims by Romtec's direct customer (or end owner if warranty is transferred).

Release and Hold Harmless: Customer releases and agrees to defend, indemnify, and hold Romtec harmless from and against any and all claims, demands, actions, and causes of action for any matters arising out of or connected with Romtec's work whereby the customer is responsible for errors or omissions.

Any additional limitations or clarifications provided in Romtec's proposal(s), submittal document(s), or other relevant documents are applicable insofar as the terms modify this warranty.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: November 6, 2023		Subject: Resolution No. 3089 A Resolution Of The City Of Wilsonville Approving A Construction Contract With Buell Recreation LLC For The Boones Ferry Playground Project. Staff Member: Dustin Schull, Parks Supervisor Department: Parks and Recreation	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Boones Ferry Park Masterplan (2018)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

The award of contract in the amount of \$748,264.00 to Buell Recreation LLC for the purchase and installation of playground equipment and unitary surfacing for the Boones Ferry Park Playground Project.

EXECUTIVE SUMMARY:

The Boones Ferry Playground Project represents a critical step in aligning Boones Ferry Park and its amenities with the 2018 Boones Ferry Park Masterplan. The new, universal design playground will give community members, of all abilities, from all across Wilsonville and the region a place to play, explore, and grow.

The current Boones Ferry Playground is 26 years old, lacks inclusive play amenities and universal design that are desired, within Wilsonville's regional parks. By focusing on universal design the new playground, brings play for all to the community.

Universal design can be thought of as the intersection of inclusivity, accessibility, and usability for community members regardless of age, ability or other factors. The new Boones Ferry playground brings this vision of universal design to Boones Ferry Park.

Inclusive items include a wheel chair accessible spinner (inclusive orbit) that can directly be utilized for those in mobility devices. A companion swing (Konnection Swing) where caregivers and park enthusiasts can enjoy the movement of swinging together. The playground also includes a sensory play element (Movement Inclusive) where users can learn cognitive skills through cooperative play. The Boones Ferry playground will also be the first in the city to feature site fencing. The fencing makes it possible for community members to have a fun and safe play space without the worry of kids wandering off.

The Boones Ferry playground features unitary turf surfacing, which allows accessibility to the entirety of the playground. The turf surfacing ensures that all members of the community regardless of physical ability can interact and play within the entirety of the playground area. A unique style of slide called a roller slide does not generate static electricity. The roller slide allows users with cochlear implants to experience the thrill of sliding.

The final element of universal design, usability, is achieved through bringing forward elements of play and community building for all. A climbing spinner (Rev8) allows twenty-five users to play together as they spin and climb on this incredible play item. A thoughtful layout of playground components and seating ensures that when the playground is a hub of community building there is space to enjoy for all users.

EXPECTED RESULTS:

The new playground in Boones Ferry Park will result in a universally designed play space where all members of the Wilsonville community can play, grow and connect.

TIMELINE:

Construction is expected to begin in the spring of 2024. The project is expected to be completed by June 2024.

CURRENT YEAR BUDGET IMPACTS:

Funds for this project are included in the fiscal year 2023/2024 budget.

COMMUNITY INVOLVEMENT PROCESS:

A community involvement process took place during the development of the Boones Ferry Master Plan.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The new playground will provide an enhanced play experience for children in the community with a focus on accessibility, inclusivity, and safety.

ALTERNATIVES:

The alternative to this project is to leave the current playground installed. This will result in increased maintenance as well as extended closures for required repairs.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Playground Proposal Image
2. Resolution No. 3089
 - A. Construction Contract





RESOLUTION NO. 3089**A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING A CONSTRUCTION CONTRACT WITH BUELL RECREATION LLC FOR THE BOONES FERRY PLAYGROUND PROJECT.**

WHEREAS, the City is a member of the National Purchasing Partners Government (NPPGov); and

WHEREAS, (NPPGov) provided procurement assistance for the Boones Ferry Playground project, as described in the contract; and

WHEREAS, Buell Recreation LLC. is a vendor of NPPGov; and

WHEREAS, Buell Recreation LLC represents that Buell Recreation LLC is qualified to perform the Boones Ferry replacement work, as described in the Construction Contract, attached hereto as **Exhibit A.**; and

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

WHEREAS, selection of this Buell Recreation LLC through NPPGov follows public contracting requirements.

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

1. The City Manager is authorized to execute a Construction Contract with Buell Recreation LLC. for the Boones Ferry Playground project, as the form substantially similar to the attached **Exhibit A.**
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of November 2023, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Construction Contract

**CITY OF WILSONVILLE
COOPERATIVE PROCUREMENT
CONSTRUCTION CONTRACT**

This Cooperative Procurement Construction Contract (“Contract”) for the Boones Ferry Park Restroom Demolition and Replacement Project (“Project”) is made and entered into on this _____ day of November 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Buell Recreation LLC**, an Oregon limited liability company (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: League of Oregon Cities Park, Playground, and Recreation Equipment Solicitation No. 2060, dated October 14, 2020; Contractor’s bid submitted in response thereto; Master Price Agreement between League of Oregon Cities and Buell Recreation, LLC, Contract No. PS21130, for Park, Playground, and Recreation Equipment, dated March 26, 2021, and all attachments thereto (the “Master Contract”); 2017 City of Wilsonville Public Works Standards; 2010 ADA Standards for Accessible Design, as amended; 2017 ICC A117.1 Accessible and Usable Buildings and Facilities; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Any conflict between this Contract and the Master Contract shall be resolved in favor of this Contract. This Contract, the attached exhibits, and the Master Contract shall be collectively referred to as the “Contract Documents.” All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or

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

Section 2. Scope of Work

Contractor will supply the new equipment and perform the installation services, as more particularly described in the Proposal/Scope of Work attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work and Contract Documents.

Section 3. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than June 30, 2024, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 4. Contractor’s Work

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

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

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

Section 5. Contract Sum and Payment

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor the fixed price of SEVEN HUNDRED FORTY-EIGHT THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS (\$748,264) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

5.2. During the course of Contractor’s performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a

reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 24**.

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

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

5.5. Contractor's Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

Section 6. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective July 5, 2023, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. If applicable, Contractor must comply with all public contracting wages required by law. If applicable, Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If applicable, Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 7. Filing of Certified Statement

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

Section 8. Reports to Department of Revenue

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

Section 9. City's Rights and Responsibilities

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

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

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

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

9.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2023-24. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 22**.

Section 10. City's Project Manager

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

Section 11. Contractor's Project Manager

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

Section 12. Project Information

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

Section 13. Duty to Inform

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

Section 14. Subcontractors and Assignments

14.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 15.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide,

and the City specifically agrees, in writing, to such subcontracting. The City hereby agrees that Contractor will contract with Earthworks LLC and Pro Turf Solutions to provide some of its site preparation and playground installation services, which are a critical part of this Contract. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

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

Section 15. Contractor's Responsibilities

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

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

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

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

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

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

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

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

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

Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.21. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in

a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

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

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

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

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

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

Section 16. Subcontractor Requirements

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

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

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

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

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

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

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

Section 17. Environmental Laws

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
Port Districts
County Service Districts
Water Districts

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

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

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

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

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

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

Section 18. Indemnity

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

its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

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

Section 19. Insurance

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

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

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

19.1.3. Business Automobile Liability Insurance. If Contractor or any subcontractors will be using a motor vehicle in the performance of the Work herein, Contractor shall provide

the City a certificate indicating that Contractor and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

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

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

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

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

19.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies,

Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

Section 20. Bonding Requirements

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

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

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

Section 21. Warranty

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

21.2. If Contractor, after written notice, fails within **ten (10) days** to proceed to comply with the terms of this Section, the City may have the defects corrected, and Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City's Project Manager, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor, and Contractor or Contractor's surety shall pay the cost of repairs.

Failure of the City's Project Manager to act in case of an emergency shall not relieve Contractor or Contractor's surety from liability and payment of all such costs.

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

Section 22. Early Termination; Default

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

22.1.1. By mutual written consent of the parties;

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

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

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

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

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

Section 23. Suspension of Work

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

Section 24. Contract Modification; Change Orders

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

Section 25. Dispute Resolution

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

Section 26. Access to Records

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

Section 27. Property of the City

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

Section 28. Notices

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

To City: City of Wilsonville
Attn: Dustin Schull, Parks Maintenance Supervisor
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: Buell Recreation LLC
Attn: Kati Radziwon
7327 SW Barnes Road #601
Portland, OR 97301

Section 29. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

BUELL RECREATION LLC

By: _____

Print Name: _____

As Its: _____

EIN/Tax I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

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



Buell Recreation

7327 Barnes Road #601 | Portland, OR 97725 | 503-922-1650

Proposal 907-171726-4 | 10/11/2023

OUR MISSION IS TO BRING
PLAY THAT MOVES YOU®
TO COMMUNITIES AROUND
THE WORLD

BURKE BUILT QUALITY

Discover the value of investing in a Burke Playground:

KOREKONNECT® DIRECT-BOLT CLAMP SYSTEM:

Nucleus® features our Industry-leading KoreKconnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKconnect is covered for 100 years under our non-prorated Generations Warranty®.

DIRECT-BOLT CONNECTION SYSTEM:

Intensity®, ELEVATE® Fitness Course, ACTIVATE® Fitness Circuit and Synergy® feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKconnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

EZKONNECT® DECK MOUNTING SYSTEM:

Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

PLATFORMS:

Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

TAMPER-RESISTANT STAINLESS STEEL HARDWARE:

All hardware is covered for 100 years under our Generations Warranty.

PREMIUM POWDER COATINGS:

Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

COMPOUND PLASTICS WITH UV-20:

You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-20 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

CLIMBING CABLES:

Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

ALUMINUM CONNECTORS:

Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.



Item 12.



FREE RESOURCES

NPPS SAFETY KIT

Burke truly gives you the most value for your money. As part of our Total Cost of Ownership Package, we offer value-added resources FREE with every playground structure purchase. The National Program for Playground Safety (NPPS) Playground Supervision Safety Kit helps supervisors and educators be prepared on the playground. Learn more at bciburke.com/safety.

CUSTOM MAINTENANCE KIT

To help maintain a safe, functioning playground we include a custom maintenance schedule, touch-up paint, graffiti remover and carrying case FREE with every playground structure purchase.

PLANNING & FUNDING TOOLS

We provide you with FREE tools to plan your playground from fundraising and design to installing a community build playground. At Burke, we understand the dedication and hard work it takes to raise the funds for playground equipment. That's why we created Funds for Fun, a direct donation fundraising program to help your organization raise the funds it needs for your new playground. We've also partnered with The School Funding Center to provide up-to-date grant information along with expert grant writing services. Learn more at bciburke.com/funding.



**FREE WITH EVERY BURKE
PLAY STRUCTURE PURCHASE**



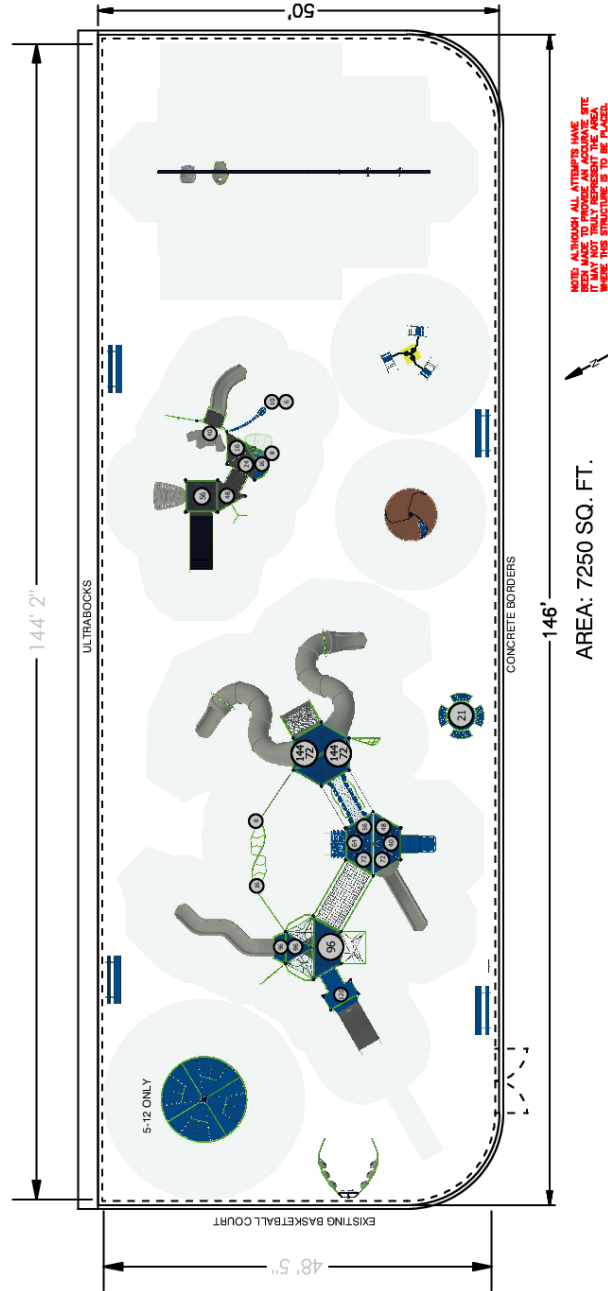
FREE FUNDRAISING TOOLS!

DESIGN SUMMARY

The following is a summary of some of the key elements of our Proposal:

- Project Name: Boones Ferry Park
- Project Number: 907-171726-4
- User Capacity: 235
- Age Groups: 5 to 12, 2 to 5, 2 to 12
- Dimensions: 144' 1"x47' 9"
- Designer Name: Pa Der Vang

Buell Recreation has developed a custom playground configuration based on the requirements as they have been presented for the Boones Ferry Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 907-171726-4 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Item 12.

PLAYGROUND ACCESSIBILITY (Provided/Required)					TYPES OF GROUND EVENTS	
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS		
41	20 / 10	9 / 5	0 / 5	24 / 7	11	4

OVERALL BOUNDING OF USE ZONES
 Area: 6964.2 sq.ft.
 Perimeter: 384.8 ft.
STRUCTURE SIZE: 48' 5" x 144' 2"
POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

SERIES LINE: Burke Basics | Nucleus | Intensity

GROUP:
 5-12 Structure | 2-5 Structure | Freestanding | Momvnt

DESIGNED FOR AGES:
 5 to 12, 2 to 5, 2 to 12

Boones Ferry Park
 Wilsonville, OR, OR 97070

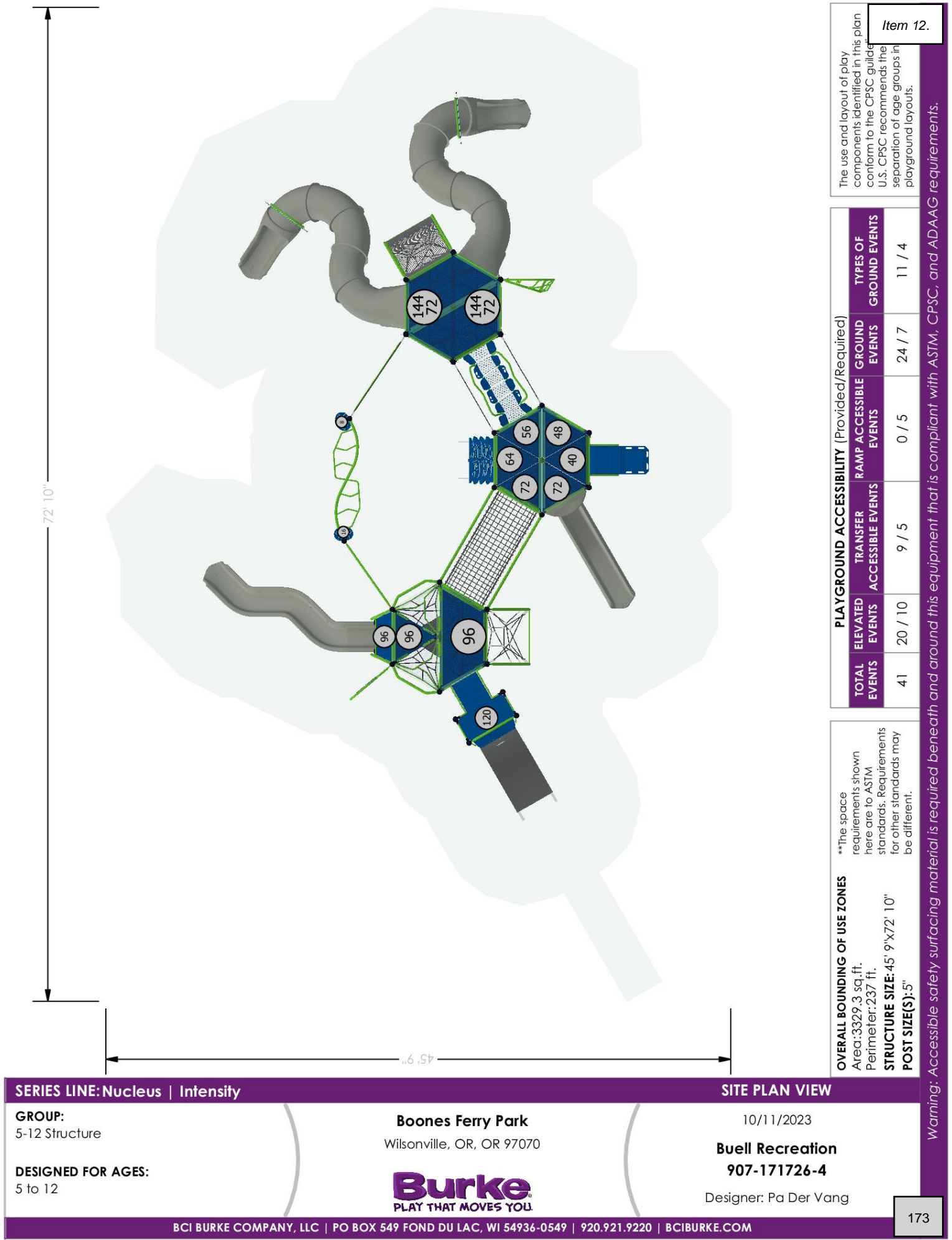
Burke
 PLAY THAT MOVES YOU.

SITE PLAN VIEW

10/11/2023

Buell Recreation
907-171726-4

Designer: Pa Der Vang



SERIES LINE: Nucleus | Intensity

GROUP:
5-12 Structure

DESIGNED FOR AGES:
5 to 12

Boones Ferry Park
Wilsonville, OR, OR 97070

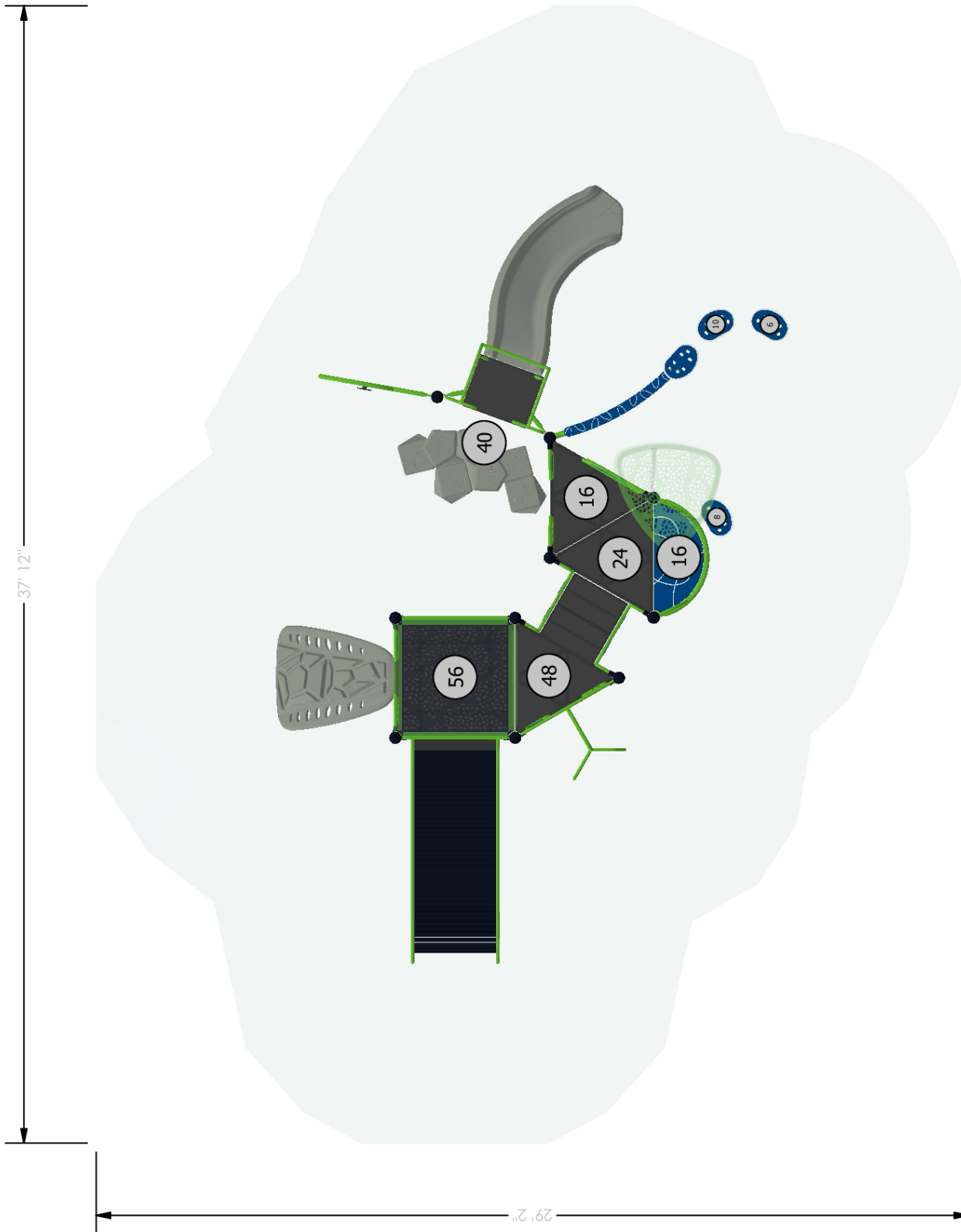
Burke
PLAY THAT MOVES YOU.

SITE PLAN VIEW

10/11/2023

Buell Recreation
907-171726-4

Designer: Pa Der Vang



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)				TYPES OF GROUND EVENTS	
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	GROUND EVENTS
41	20 / 10	9 / 5	0 / 5	24 / 7	11 / 4

OVERALL BOUNDING OF USE ZONES
 Area: 1106.9 sq.ft.
 Perimeter: 134.3 ft.
 STRUCTURE SIZE: 29' 2" x 37' 12"
 POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

SERIES LINE: Nucleus | Intensity | Burke Basics

GROUP:
2-5 Structure

DESIGNED FOR AGES:
2 to 5

Boones Ferry Park
Wilsonville, OR, OR 97070

Burke
PLAY THAT MOVES YOU.

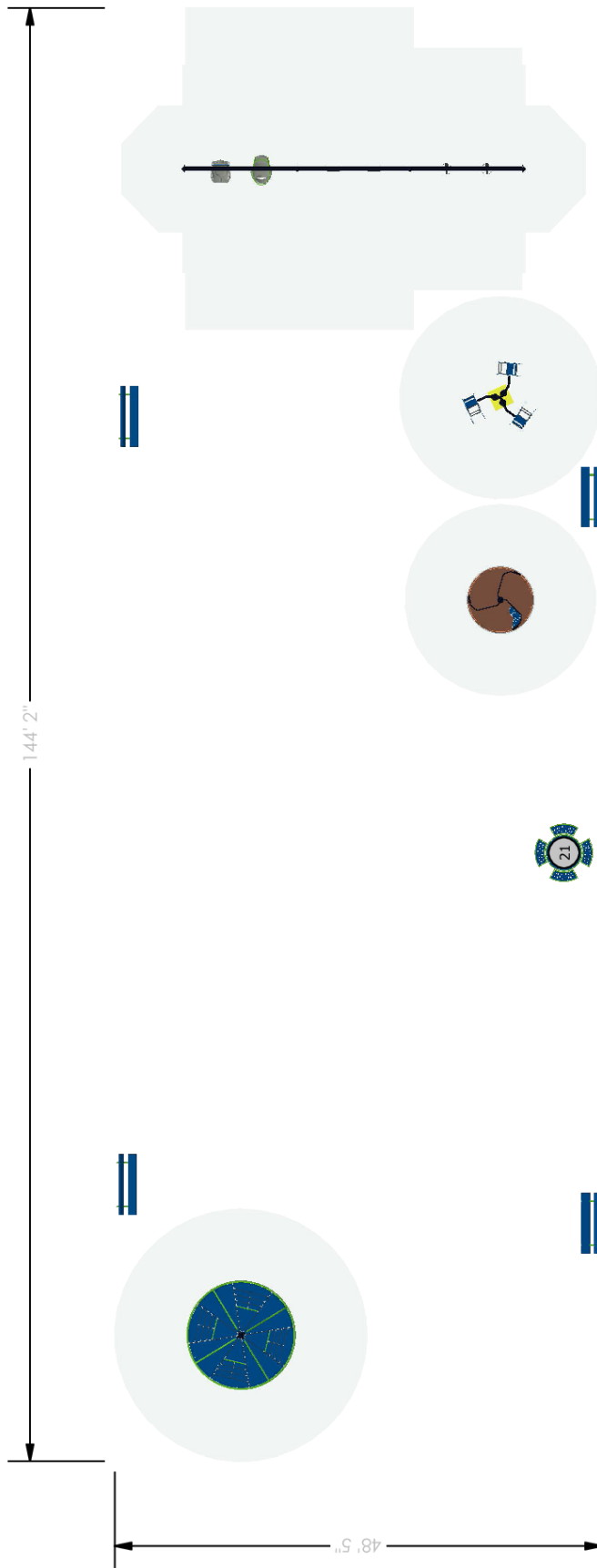
10/11/2023

Buell Recreation
907-171726-4

Designer: Pa Der Vang

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI.BURKE.COM

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Item 12.

PLAYGROUND ACCESSIBILITY (Provided/Required)					TYPES OF GROUND EVENTS	
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS		
41	20 / 10	9 / 5	0 / 5	24 / 7	11	4

OVERALL BOUNDING OF USE ZONES
 Area: 6964.2 sq.ft.
 Perimeter: 384.8 ft.
STRUCTURE SIZE: 48' 5" X 144' 2"
POST SIZE(S): 5"

****The space requirements shown here are to ASTM standards. Requirements for other standards may be different.**

SERIES LINE: Burke Basics

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

Boones Ferry Park
Wilsonville, OR, OR 97070

Burke
PLAY THAT MOVES YOU.

10/11/2023

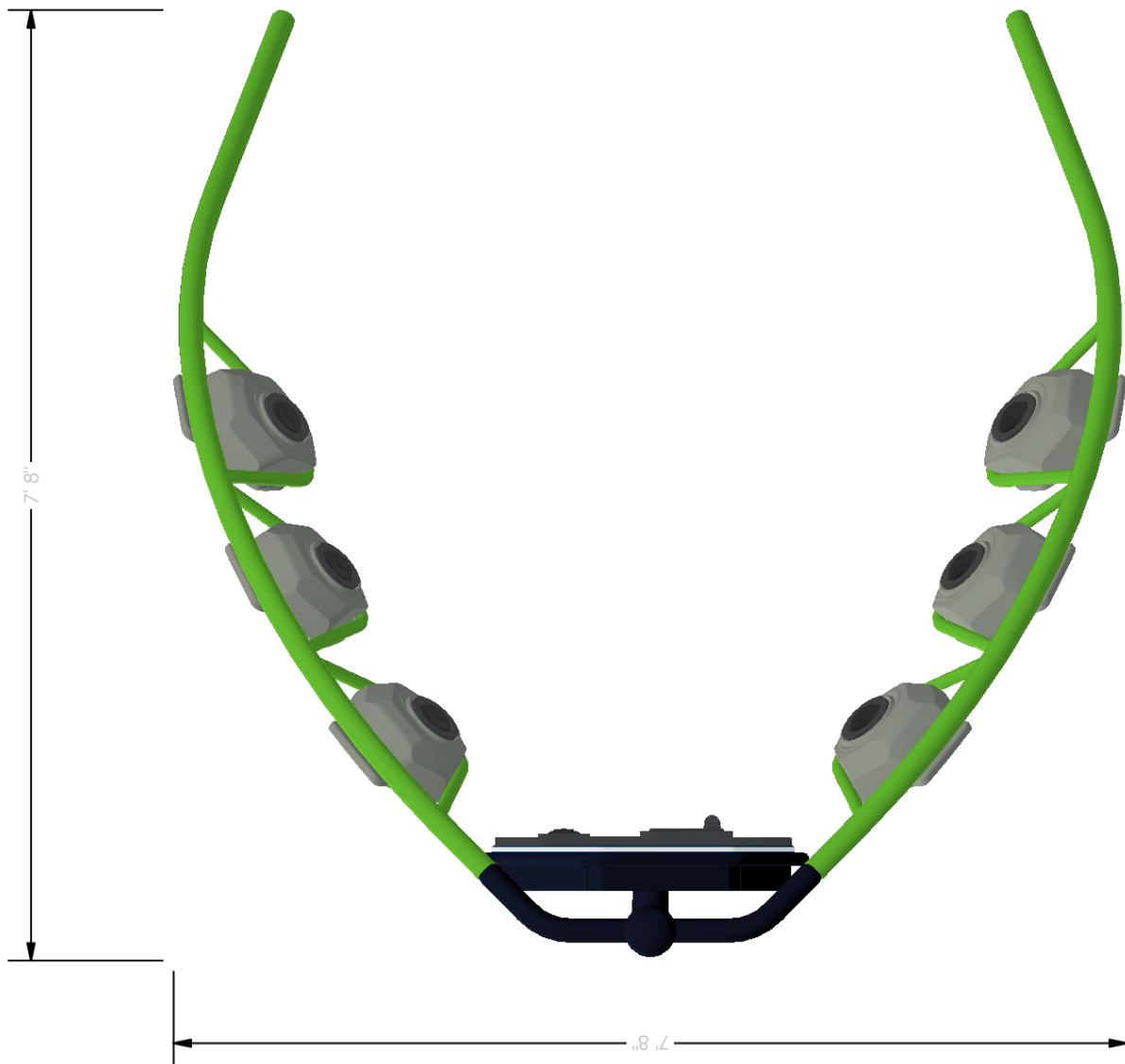
Buell Recreation
907-171726-4

Designer: Pa Der Vang

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

175



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Item 12.

PLAYGROUND ACCESSIBILITY (Provided/Required)					TYPES OF GROUND EVENTS
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	
41	20 / 10	9 / 5	0 / 5	24 / 7	11 / 4

OVERALL BOUNDING OF USE ZONES
 Area: 58.3 sq. ft.
 Perimeter: 30.5 ft.
STRUCTURE SIZE: 7' 8" x 7' 8"
POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

SERIES LINE: Burke Basics

GROUP:
Momvnt

DESIGNED FOR AGES:
5 to 12

Boones Ferry Park
Wilsonville, OR, OR 97070

Burke
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SITE PLAN VIEW

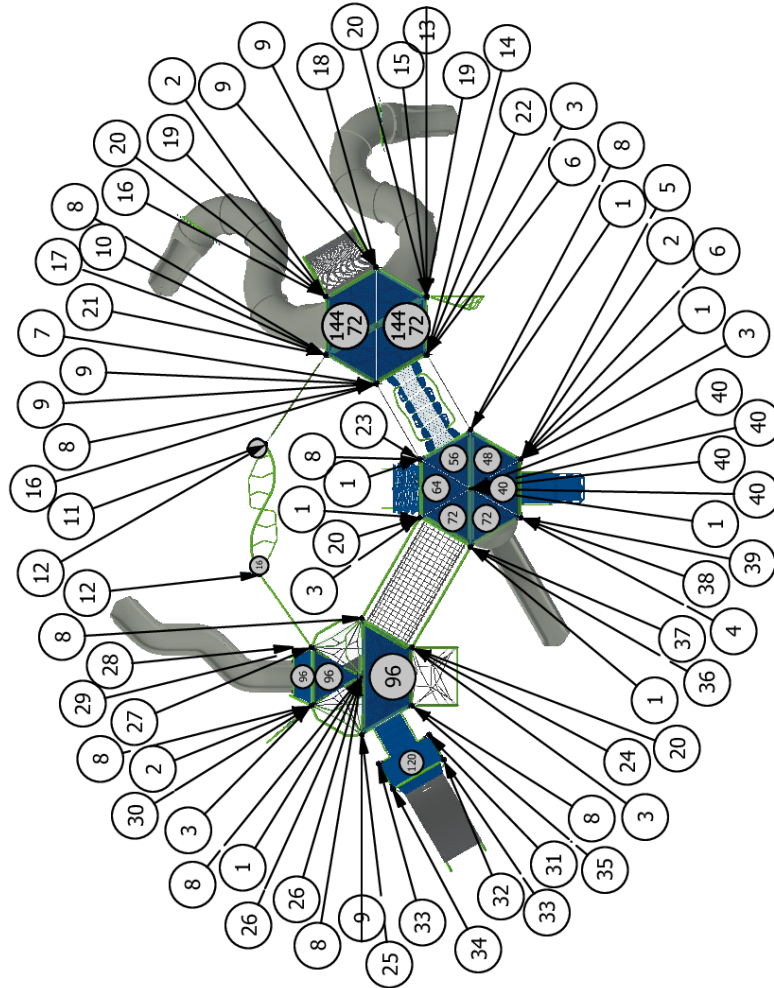
10/11/2023

Buell Recreation
907-171726-4

Designer: Pa Der Vang

ITEM	COMP.	DESCRIPTION
1	270-0129	TRIANGLE PLATFORM
2	470-0813	EVOLUTION HEX ROOF
3	470-0808	EVOLUTION ROOF BOTTOM EDGE
4	370-1658	TRANSFER STATION, HANDRAIL 40"
5	370-1664	SHASTA CLIMBER, 40"-48"
6	270-0122	EVOLUTION OFFSET ENCLOSURE
7	370-1715	MESA CLIMBER
8	270-0120	EVOLUTION UNITARY ENCLOSURE
9	270-0132	HALF HEXAGON PLATFORM
10	370-1651	TRANGO CLIMBER, POST TO POST
11	370-1683	S HORIZONTAL LADDER, NUCLEUS
12	370-1608	OVISTEP LAUNCH PAD
13	570-0717	RAINDROPS ACTIVITY PANEL
14	370-1695	VIA CLIMBER 64"-72"
15	570-2629	FULL COLOR CUSTOM CURVED 41" CIRCLE
16	570-1545	EVOLUTION 6' OPENING BARRIER
17	370-0865	TREE BRANCH CLIMBER 72"
18	370-1649	EVOLUTION, DECK TO ROOF CLIMBER
19	470-0117	COBRA SLIDE CURVED 144"
20	570-1544	EVOLUTION SHORT CURVED TOP BARRIER
21	570-1557	EVOLUTION TALL CURVED TOP BARRIER, LEFT
22	570-1558	EVOLUTION TALL CURVED TOP BARRIER, RIGHT
23	370-0804	JUNGLE VINE CLIMBER 64"
24	370-1663	ROPEVENTURE TUNNEL
25	370-1705	NUCLEUS CORE CLIMBER, 8"
26	370-1703	NUCLEUS CORE CROSS SUPPORT
27	470-0876	CORE SLIDE ARCH, VIPER
28	470-0827	VIPER S R 96 W/O HOOD
29	370-0204	LINX LEVITATE CLIMBER
30	570-0860	3-IN-A-ROW RING PANEL
31	370-0039	EVOLUTION 24" TRANSITION STAIR W/ BARRIERS
32	270-0290	HALF PLATFORM
33	570-2624	HALF PIPE WALL
34	370-0224	VICTORY CLIMBER
35	370-1702	NUCLEUS CORE ARCH CLIMBER
36	470-0754	VELO SLIDE 64"-72", W/O HOOD
37	470-0967	SLIDE HOOD, LOW SIDE WALL
38	570-2634	CUSTOM CURVED 41" 2 SIDED
39	270-0295	32" ABSTRACT PLATFORM OFFSET BARRIER
40	270-0009	8" CLOSURE PLATE, ELLIPSE

Item 12.



SERIES LINE: Nucleus | Intensity

GROUP:
5-12 Structure

DESIGNED FOR AGES:
5 to 12

Boones Ferry Park
Wilsonville, OR, OR 97070

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COMPONENT VIEW

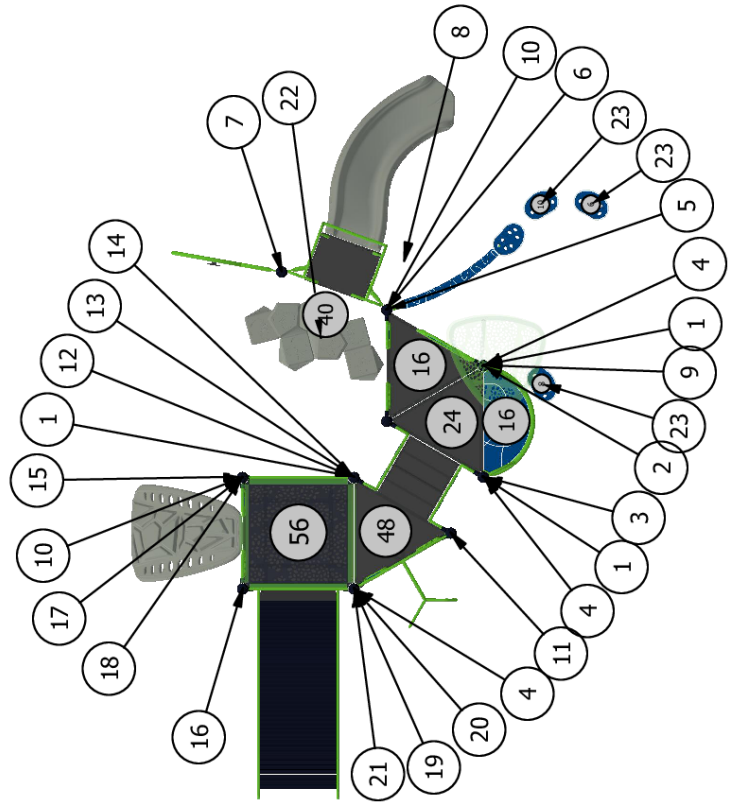
10/11/2023

Buell Recreation
907-171726-4

Designer: Pa Der Vang

ITEM	COMP.	DESCRIPTION
1	270-0129	TRIANGLE PLATFORM
2	470-0764	SOLIS POST TOPPER
3	470-0075	CRESCENT PLATFORM
4	270-0009	8" CLOSURE PLATE, ELLIPSE
5	370-1720	LIL NOVO BALANCE BEAM LINK
6	270-0287	SLIDE PLATFORM
7	570-2703	COLLISION RING PANEL
8	470-0802	MONACO SLIDE, 32"-40"
9	270-0122	EVOLUTION OFFSET ENCLOSURE
10	270-0120	EVOLUTION UNITARY ENCLOSURE
11	370-0039	EVOLUTION 24" TRANSITION STAIR W/ BARRIERS
12	270-0130	SQUARE PLATFORM
13	570-0695	CUSTOM PANEL 49 BELOW PLATFORM
14	570-1703	CUSTOM PANEL 41 2 SIDED
15	370-1646	MANITOU CLIMBER 56"
16	470-0756	ROLLER SLIDE 48"-56"
17	470-0867	EVOLUTION SQUARE ROOF
18	470-0808	EVOLUTION ROOF BOTTOM EDGE
19	470-0809	SQUARE ROOF TOP EDGE, ONE SIDE
20	370-1712	ATOM CLIMBER 32"-48"
21	270-0121	EVOLUTION STANCHION
22	560-2709	EKO BUNDLE
23	580-1364	LIL NOVO BEAN STEP

Item 12.



SERIES LINE: Nucleus | Intensity | Burke Basics

COMPONENT VIEW

GROUP:
2-5 Structure

DESIGNED FOR AGES:
2 to 5

Boones Ferry Park
Wilsonville, OR, OR 97070

Burke
PLAY THAT MOVES YOU

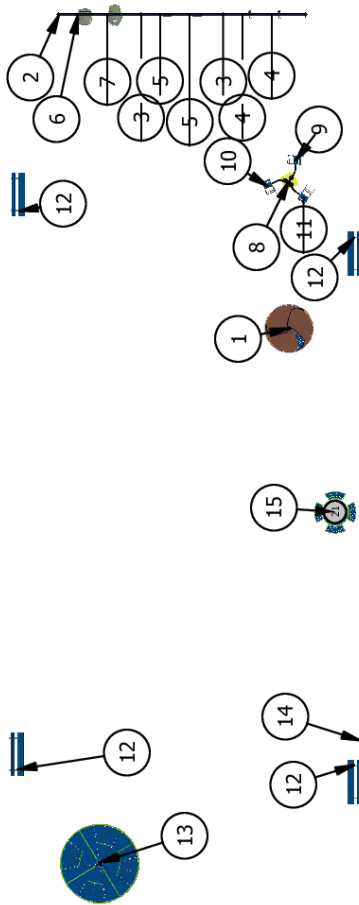
10/11/2023

Buell Recreation
907-171726-4

Designer: Pa Der Vang

ITEM	COMP.	DESCRIPTION
1	560-0051	INCLUSIVE ORBIT
2	550-0201	SINGLE POST SWING ASSEMBLY 5" OD
3	550-0202	SINGLE POST SWING ADD-ON 5" OD
4	550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN
5	550-0111	BELT SEAT, 8' SINGLE, STD CHAIN
6	550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN
7	550-0191	KONNECTION SWING
8	570-0771	TRI-RIDER
9	570-0826	WASP FOR TRI-RIDER
10	570-0827	SNAIL FOR TRI-RIDER
11	570-0828	LADYBUG FOR TRI-RIDER
12	580-0172	6' PVC TRADITIONAL BENCH W/BACK, STATIONARY
13	560-0576	REV8
14	580-1311	FS DOUBLE SIGN CUSTOM
15	580-1341	NOVO PICNIC TABLE

Item 12.



SERIES LINE: Burke Basics

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

Boones Ferry Park
Wilsonville, OR, OR 97070

Burke
PLAY THAT MOVES YOU

COMPONENT VIEW

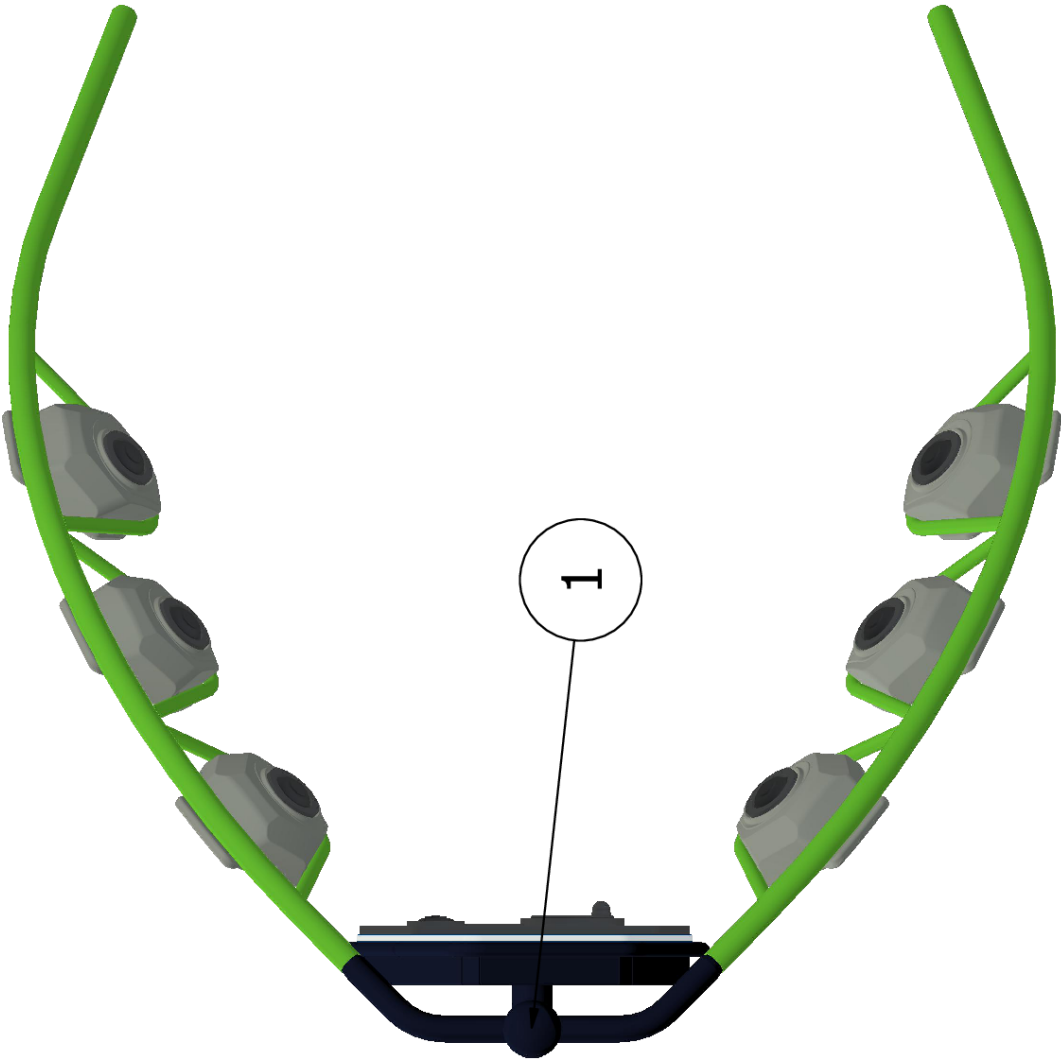
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Buell Recreation
907-171726-4

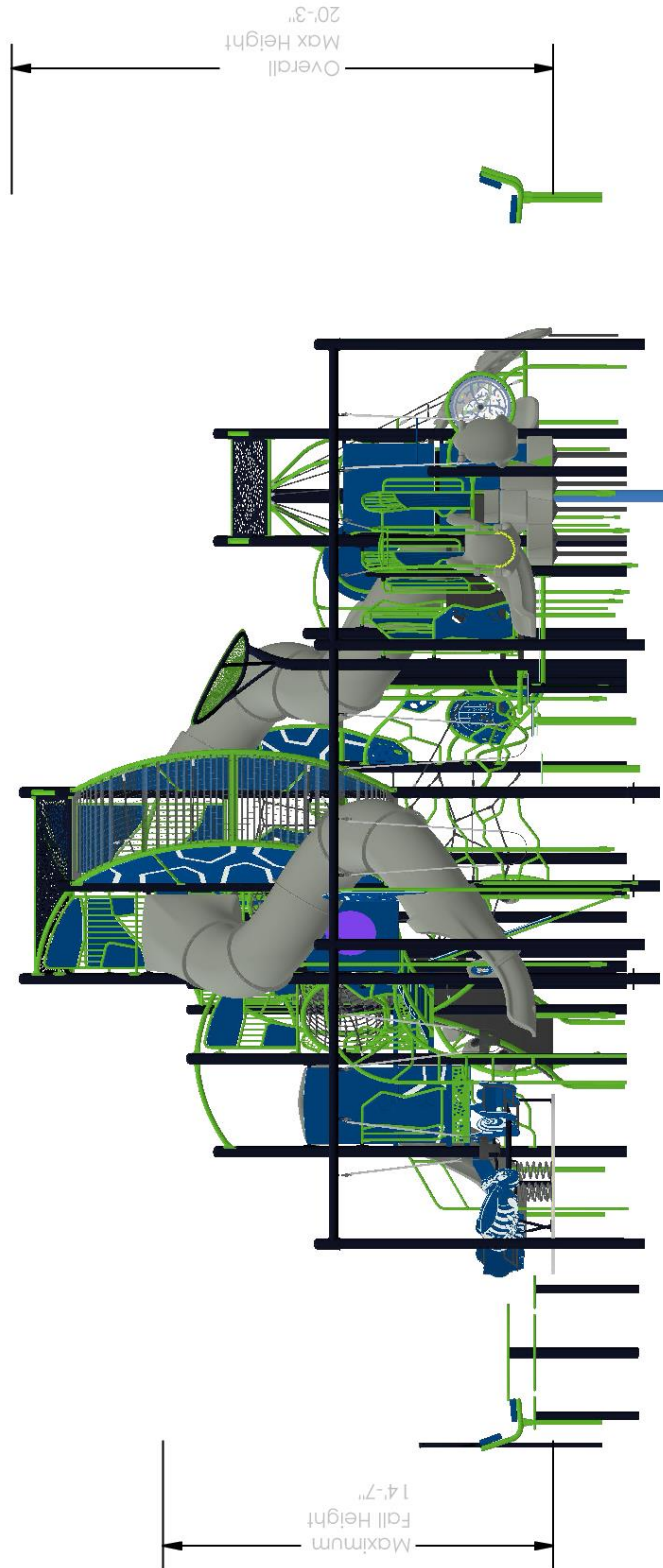
Designer: Pa Der Vang

ITEM	COMP.	DESCRIPTION
1	560-2625	MOVMT INCLUSIVE, FREESTANDING

Item 12.



SERIES LINE: Burke Basics		COMPONENT VIEW	
GROUP: Momvnt		10/11/2023	
DESIGNED FOR AGES: 5 to 12		Buell Recreation 907-171726-4 Designer: Pa Der Vang	
Boones Ferry Park Wilsonville, OR, OR 97070			
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM			
			180



SERIES LINE: Burke Basics | Nucleus | Intensity

ELEVATION VIEW

GROUP:
5-12 Structure | 2-5
Structure | Freestanding | Momvnt

Boones Ferry Park
Wilsonville, OR, OR 97070

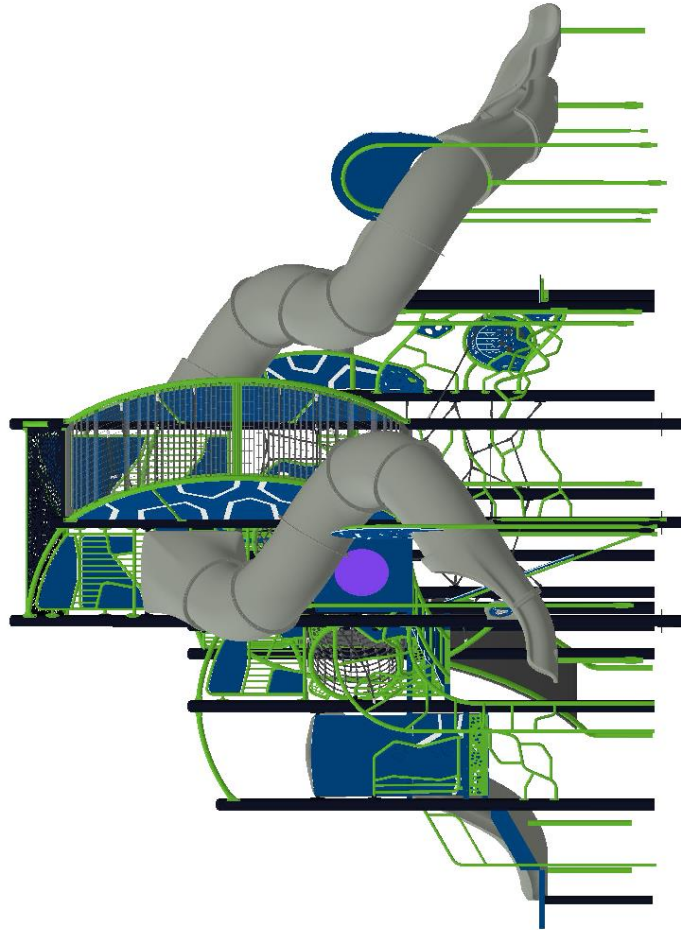
10/11/2023

Buell Recreation
907-171726-4

DESIGNED FOR AGES:
5 to 12, 2 to 5, 2 to 12

Burke
PLAY THAT MOVES YOU

Designer: Pa Der Vang



SERIES LINE: Nucleus | Intensity

GROUP:
5-12 Structure

DESIGNED FOR AGES:
5 to 12

Boones Ferry Park
Wilsonville, OR, OR 97070

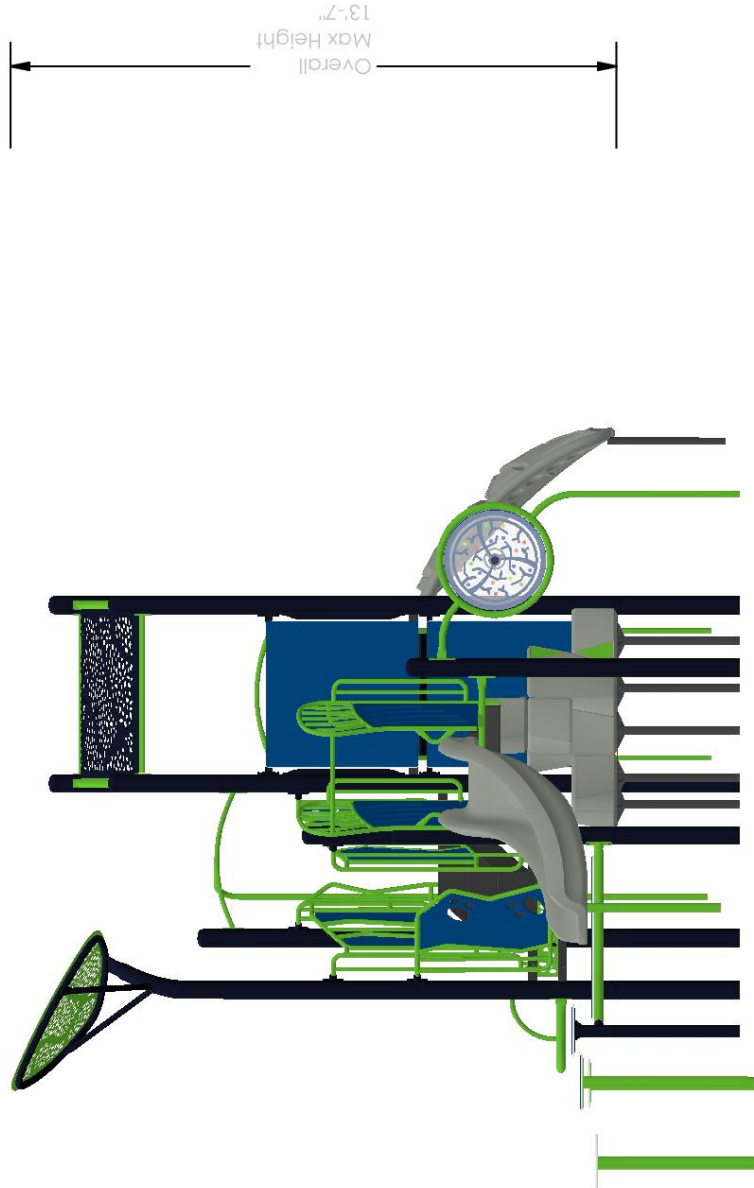
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PLAY THAT MOVES YOU

ELEVATION VIEW

10/11/2023

Buell Recreation
907-171726-4

Designer: Pa Der Vang



SERIES LINE: Nucleus | Intensity | Burke Basics

GROUP:
2-5 Structure

DESIGNED FOR AGES:
2 to 5

Boones Ferry Park
Wilsonville, OR, OR 97070

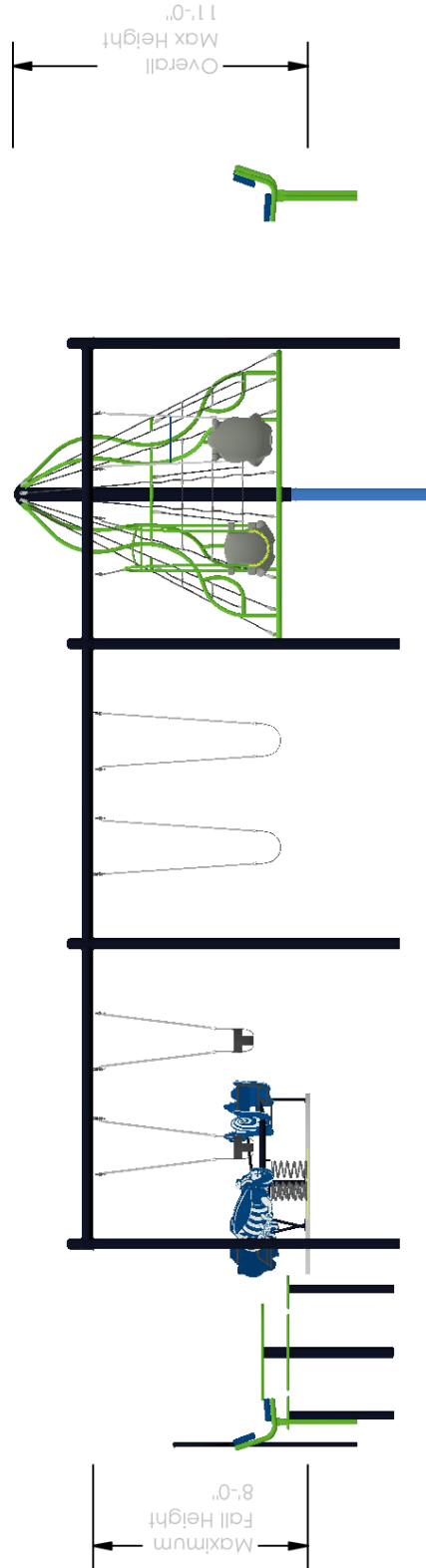
Burke
PLAY THAT MOVES YOU

ELEVATION VIEW

10/11/2023

Buell Recreation
907-171726-4

Designer: Pa Der Vang



SERIES LINE: Burke Basics

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

Boones Ferry Park
Wilsonville, OR, OR 97070

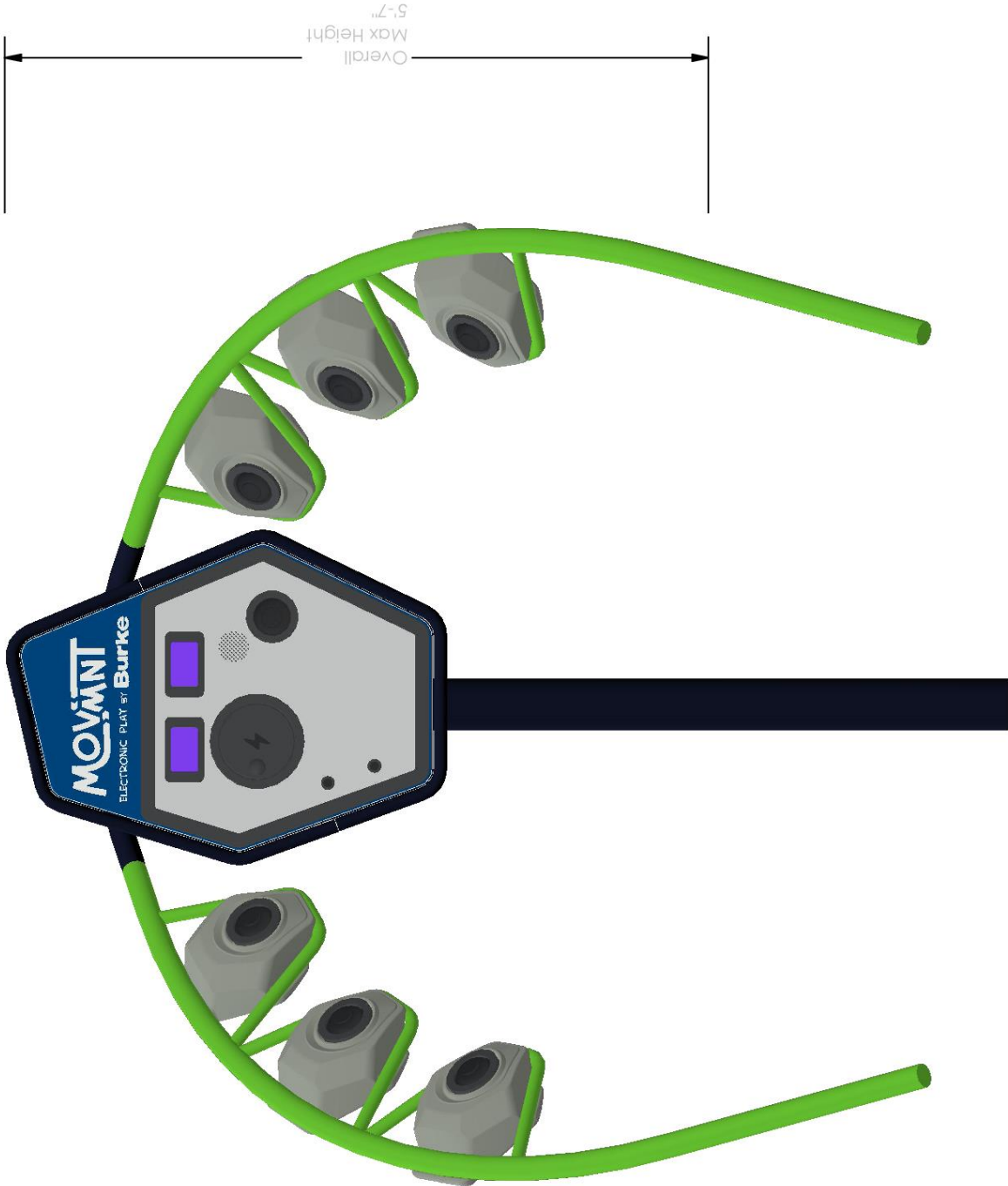
Burke
PLAY THAT MOVES YOU

ELEVATION VIEW

10/11/2023

Buell Recreation
907-171726-4

Designer: Pa Der Vang



SERIES LINE: Burke Basics

GROUP:
Movmnt

DESIGNED FOR AGES:
5 to 12

Boones Ferry Park
Wilsonville, OR, OR 97070

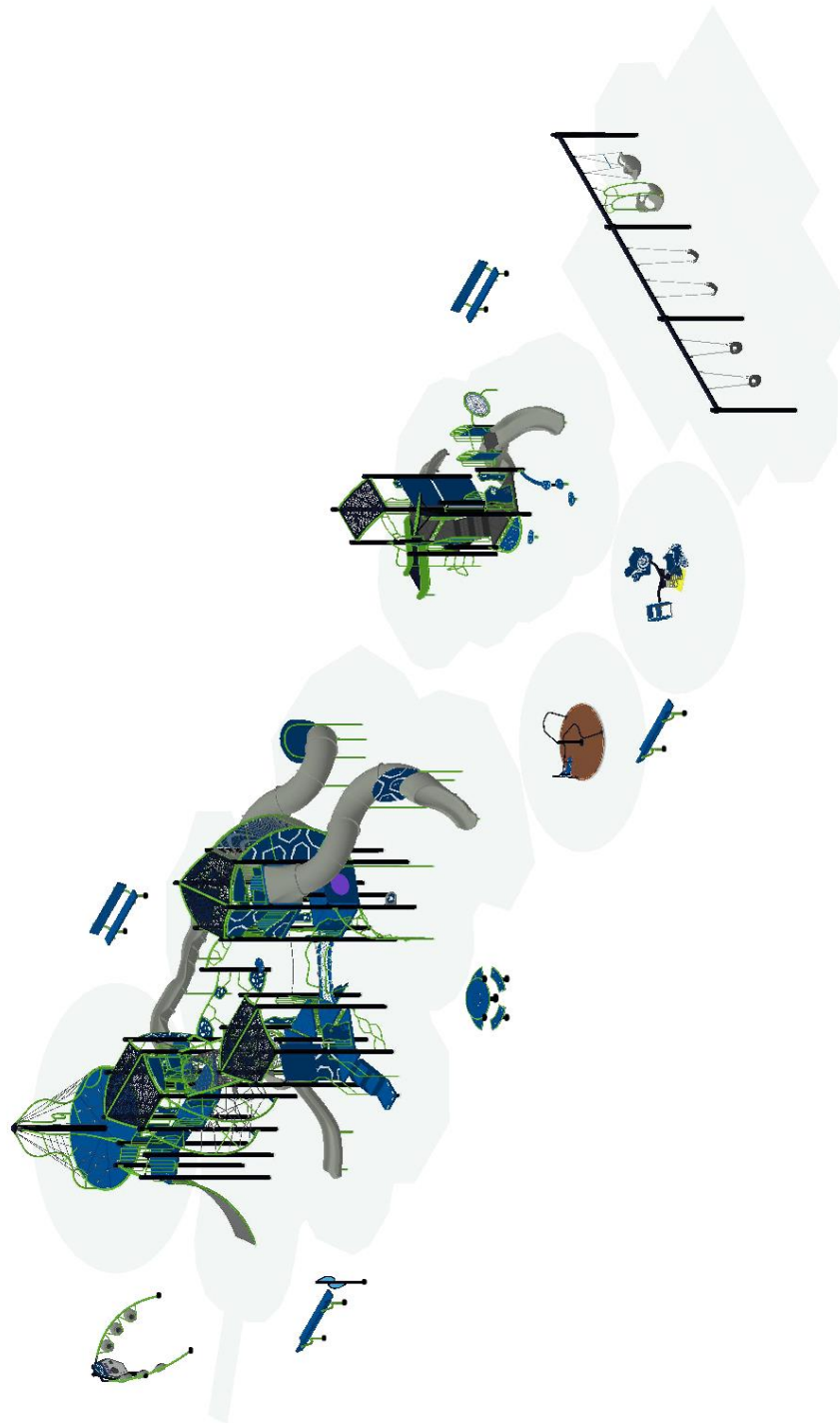
Burke
PLAY THAT MOVES YOU

ELEVATION VIEW

10/11/2023

Buell Recreation
907-171726-4

Designer: Pa Der Vang



SERIES LINE: Burke Basics | Nucleus | Intensity

GROUP:
5-12 Structure | 2-5
Structure | Freestanding | Momvnt
DESIGNED FOR AGES:
5 to 12, 2 to 5, 2 to 12

Boones Ferry Park
Wilsonville, OR, OR 97070

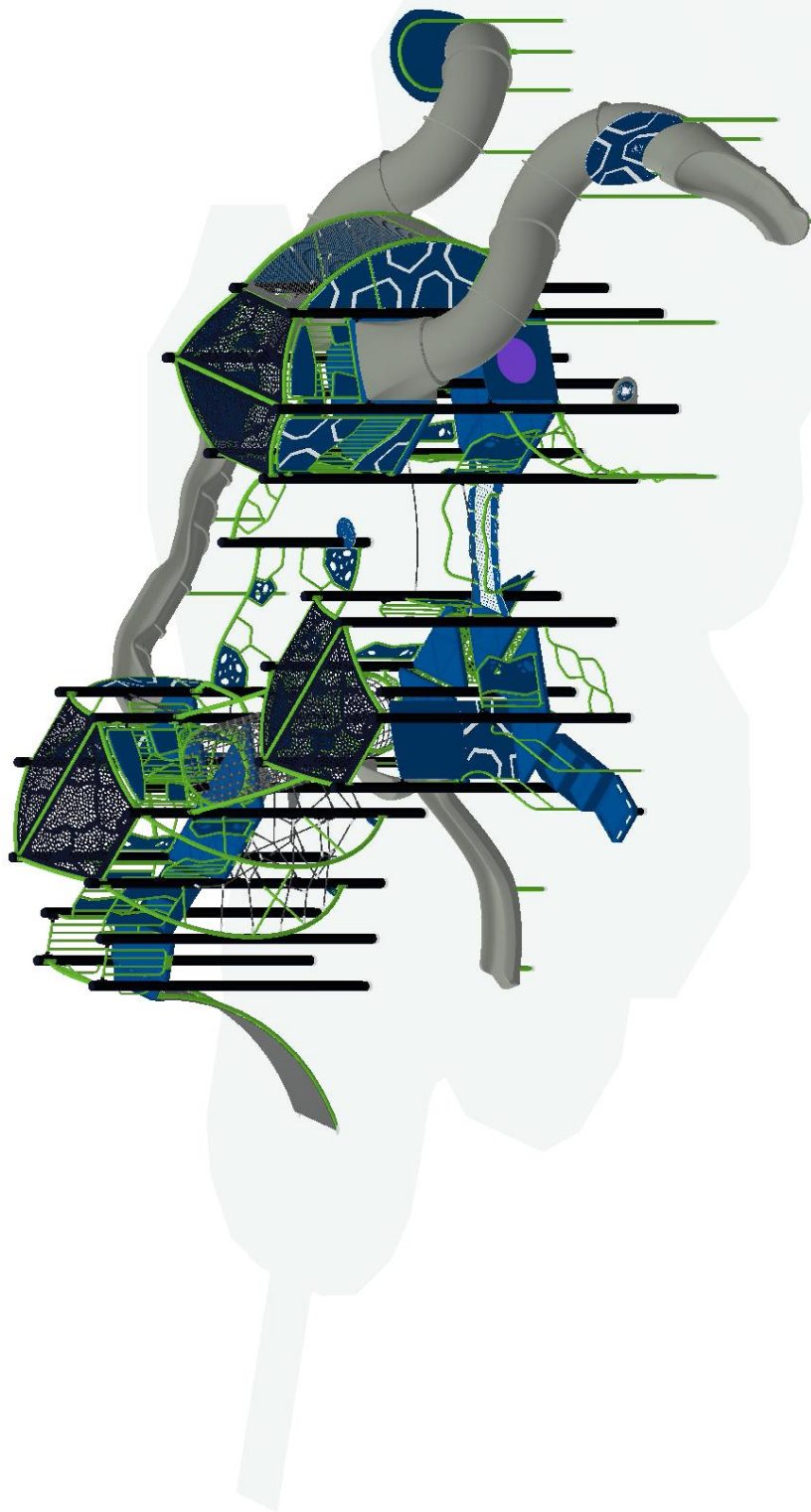
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ISOMETRIC VIEW

10/11/2023

Buell Recreation
907-171726-4

Designer: Pa Der Vang



SERIES LINE: Nucleus | Intensity

GROUP:
5-12 Structure

DESIGNED FOR AGES:
5 to 12

Boones Ferry Park
Wilsonville, OR, OR 97070

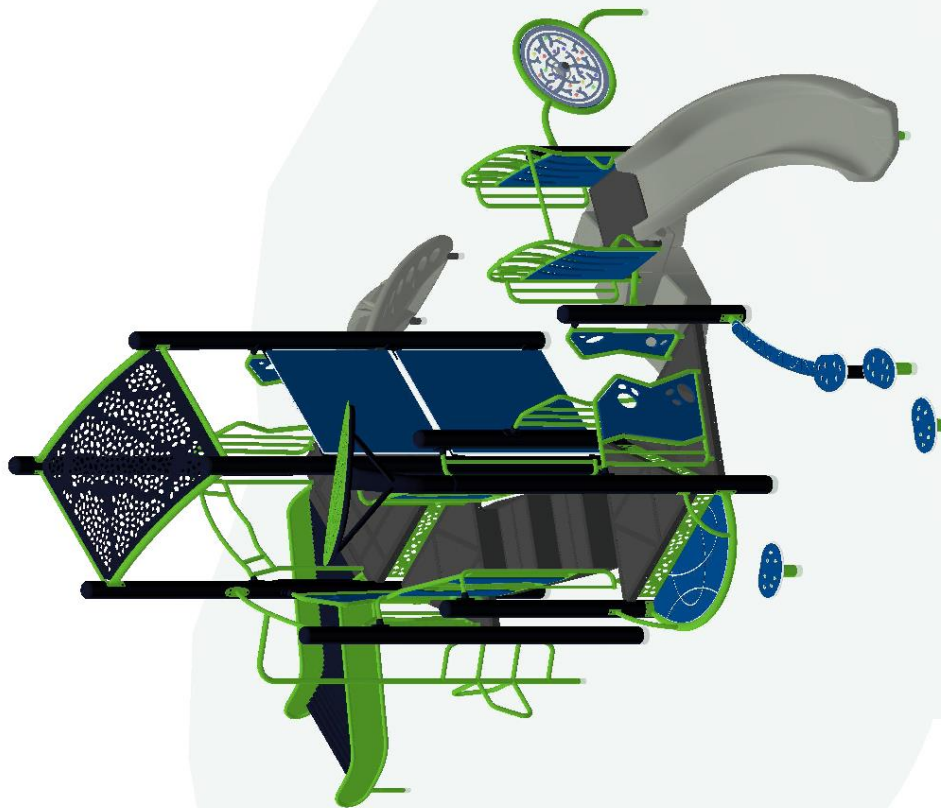
Burke
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ISOMETRIC VIEW

10/11/2023

Buell Recreation
907-171726-4

Designer: Pa Der Vang



SERIES LINE: Nucleus | Intensity | Burke Basics

ISOMETRIC VIEW

GROUP:
2-5 Structure

Boones Ferry Park
Wilsonville, OR, OR 97070

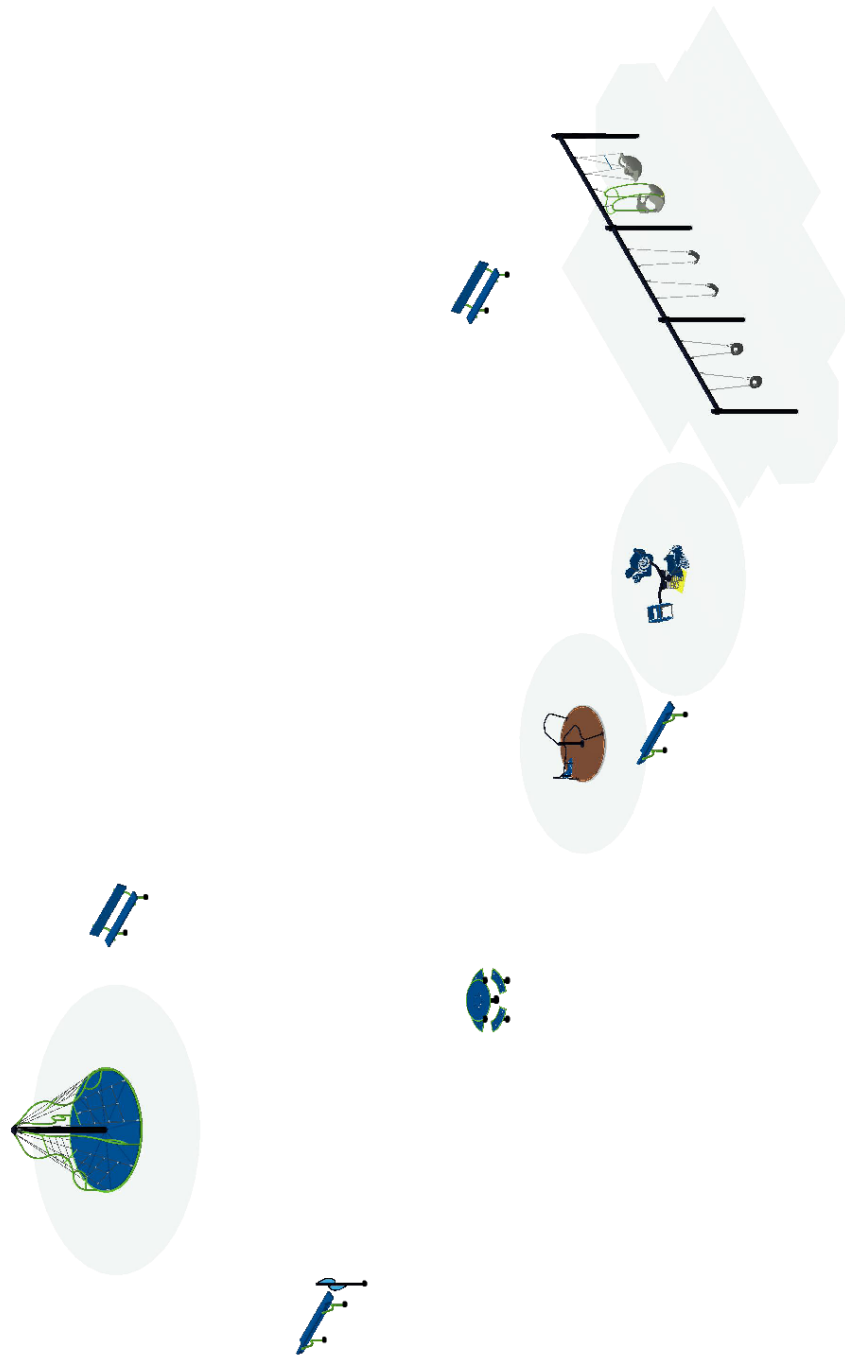
10/11/2023

DESIGNED FOR AGES:
2 to 5

Burke
PLAY THAT MOVES YOU

Buell Recreation
907-171726-4

Designer: Pa Der Vang



SERIES LINE: Burke Basics

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

Boones Ferry Park
Wilsonville, OR, OR 97070

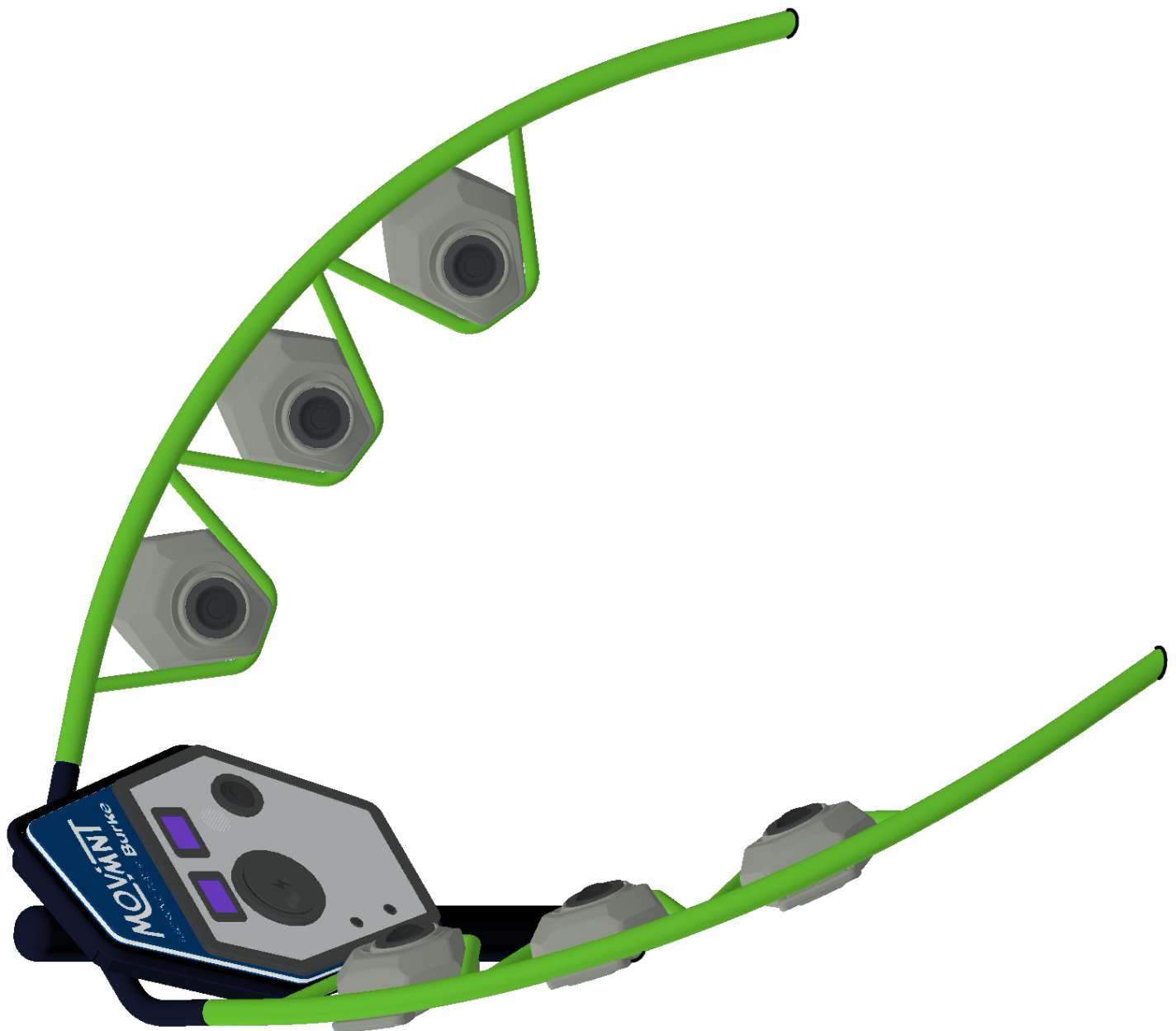
Burke
PLAY THAT MOVES YOU

ISOMETRIC VIEW

10/11/2023

Buell Recreation
907-171726-4

Designer: Pa Der Vang



SERIES LINE: Burke Basics

GROUP:
Momvnt

DESIGNED FOR AGES:
5 to 12

Boones Ferry Park
Wilsonville, OR, OR 97070

Burke
PLAY THAT MOVES YOU

ISOMETRIC VIEW

10/11/2023

Buell Recreation
907-171726-4

Designer: Pa Der Vang

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org.



The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
5-12 Structure						
Nucleus						
072-0500-120C	5" OD X 120" CAPPED POST	2	0	0	63	126
072-0500-148C	5" OD X 148" CAPPED POST	1	0	0	78	78
072-0500-172C	5" OD X 172" CAPPED POST	1	0	0	90	90
072-0500-184C	5" OD X 184" CAPPED POST	4	0	0	96	384
072-0500-196C	5" OD X 196" CAPPED POST	6	0	0	103	618
072-0500-208C	5" OD X 208" CAPPED POST	4	0	0	109	436
072-0500-220C	5" OD X 220" CAPPED POST	2	0	0	115	230
072-0502-172S	5" OD X 172" SWAGED POST	5	0	0	90	450
072-0502-208S	5" OD X 208" SWAGED POST	2	0	0	109	218
072-0504-10B	5" OD X 10" STUBBY POST	1	0	0	6	6
072-5503-104T	5" OD X 104" TOP ALUMINUM CAP...	1	0	0	20	20
072-5503-52T	5" OD X 52" TOP ALUMINUM CAPP...	1	0	0	11	11
072-5503-68T	5" OD X 68" TOP ALUMINUM CAPP...	1	0	0	14	14
072-5503-88T	5" OD X 88" TOP ALUMINUM CAPP...	3	0	0	18	54
270-0009	8" CLOSURE PLATE, ELLIPSE	4	0	0	8	32
270-0120	EVOLUTION UNITARY ENCLOSURE	9	0	0	34	306
270-0122	EVOLUTION OFFSET ENCLOSURE	2	0	0	34	68
270-0129	TRIANGLE PLATFORM	7	2	14	48	336
270-0132	HALF HEXAGON PLATFORM	5	6	30	144	720
270-0290	HALF PLATFORM	1	3	3	57	57
270-0295	32" ABSTRACT PLATFORM OFFSET ...	1	0	0	35	35
370-0039	EVOLUTION 24" TRANSITION STAI...	1	4	4	181	181
370-0204	LINX LEVITATE CLIMBER	1	6	6	223	223
370-0224	VICTORY CLIMBER	1	1	1	328	328
370-0804	JUNGLE VINE CLIMBER 64"	1	2	2	111	111
370-0865	TREE BRANCH CLIMBER 72"	1	4	4	33	33
370-1649	EVOLUTION, DECK TO ROOF CLIMBER	1	7	7	472	472
370-1651	TRANGO CLIMBER, POST TO POST	1	5	5	32	32
370-1658	TRANSFER STATION, HANDRAIL 40"	1	5	5	172	172
370-1663	ROPEVENTURE TUNNEL	1	0	0	311.4	311.4
370-1664	SHASTA CLIMBER, 40"-48"	1	2	2	20	20
370-1695	VIA CLIMBER 64"-72"	1	3	3	75	75
370-1702	NUCLEUS CORE ARCH CLIMBER	1	7	7	265	265
370-1703	NUCLEUS CORE CROSS SUPPORT	2	0	0	32	64
370-1705	NUCLEUS CORE CLIMBER, 8'	1	12	12	161	161
370-1715	MESA CLIMBER	1	4	4	143	143
470-0117	COBRA SLIDE CURVED 144"	2	3	6	463	926
470-0754	VELO SLIDE 64"-72", W/O HOOD	1	2	2	111	111
470-0808	EVOLUTION ROOF BOTTOM EDGE	5	0	0	13	65
470-0813	EVOLUTION HEX ROOF	3	0	0	211	633

470-0827	VIPER S R 96 W/O HOOD	1	4	4	216	216
470-0876	CORE SLIDE ARCH, VIPER	1	0	0	174	174
470-0967	SLIDE HOOD, LOW SIDE WALL	1	0	0	37	37
570-0717	RAINDROPS ACTIVITY PANEL	1	2	2	8	8
570-1544	EVOLUTION SHORT CURVED TOP BA...	4	0	0	50	200
570-1545	EVOLUTION 6' OPENING BARRIER	2	0	0	78	156
570-1557	EVOLUTION TALL CURVED TOP BAR...	1	0	0	114	114
570-1558	EVOLUTION TALL CURVED TOP BAR...	1	0	0	114	114
570-2624	HALF PIPE WALL	2	0	0	20	40
570-2629	FULL COLOR CUSTOM CURVED 41 C...	1	0	0	46.87	46.87
570-2634	CUSTOM CURVED 41 2 SIDED	1	1	1	48	48
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5
670-0423	POST, FOOTER EXTENSION 5" OD ...	6	0	0	11	66

Item 12.

5-12 Structure

Intensity

370-1608	OVISTEP LAUNCH PAD	2	1	2	10	20
370-1683	S HORIZONTAL LADDER, NUCLEUS	1	6	6	56	56
570-0860	3-IN-A-ROW RING PANEL	1	4	4	54	54

Freestanding

Burke Basics

550-0099	TOT SEAT, 7' & 8' SINGLE, STD...	2	1	2	12	24
550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	2	1	2	10	20
550-0171	FREEDOM SWING SEAT, 8' BEAM, ...	1	1	1	38	38
550-0191	KONNECTION SWING	1	2	2	64	64
550-0201	SINGLE POST SWING ASSEMBLY 5" OD	1	0	0	220	220
550-0202	SINGLE POST SWING ADD-ON 5" OD	2	0	0	145	290
560-0051	INCLUSIVE ORBIT	1	6	6	667	667
560-0576	REV8	1	25	25	1343	1343
570-0771	TRI-RIDER	1	3	3	179	179
570-0826	WASP FOR TRI-RIDER	1	1	1	42	42
570-0827	SNAIL FOR TRI-RIDER	1	1	1	45	45
570-0828	LADYBUG FOR TRI-RIDER	1	1	1	47	47
580-0172	6' PVC TRADITIONAL BENCH W/BA...	4	0	0	119	476
580-1311	FS DOUBLE SIGN CUSTOM	1	0	0	27	27
580-1341	NOVO PICNIC TABLE	1	9	9	279	279
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2

Momvnt

Burke Basics

560-2625	MOVMT INCLUSIVE, FREESTANDING	1	2	2	328	328
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2

2-5 Structure**Nucleus**

072-0500-116C	5" OD X 116" CAPPED POST	2	0	0	61	122
072-0500-144C	5" OD X 144" CAPPED POST	1	0	0	76	76
072-0500-168C	5" OD X 168" CAPPED POST	2	0	0	88	176
072-0500-184C	5" OD X 184" CAPPED POST	2	0	0	96	192
072-0500-88C	5" OD X 88" CAPPED POST	1	0	0	46	46
072-0500-92C	5" OD X 92" CAPPED POST	1	0	0	48	48
072-0502-144S	5" OD X 144" SWAGED POST	1	0	0	76	76
270-0009	8" CLOSURE PLATE, ELLIPSE	3	0	0	8	24
270-0120	EVOLUTION UNITARY ENCLOSURE	2	0	0	34	68
270-0121	EVOLUTION STANCHION	1	0	0	43	43
270-0122	EVOLUTION OFFSET ENCLOSURE	1	0	0	34	34
270-0129	TRIANGLE PLATFORM	3	2	6	48	144
270-0130	SQUARE PLATFORM	1	6	6	106	106
370-0039	EVOLUTION 24" TRANSITION STAI...	1	4	4	181	181
370-1646	MANITOU CLIMBER 56"	1	4	4	87	87
370-1712	ATOM CLIMBER 32"-48"	1	2	2	35	35
370-1720	LIL NOVO BALANCE BEAM LINK	1	3	3	58	58
470-0075	CRESCENT PLATFORM	1	1	1	52	52
470-0756	ROLLER SLIDE 48"-56"	1	3	3	721	721
470-0764	SOLIS POST TOPPER	1	0	0	87	87
470-0802	MONACO SLIDE, 32"-40"	1	2	2	70.6	70.6
470-0808	EVOLUTION ROOF BOTTOM EDGE	1	0	0	13	13
470-0809	SQUARE ROOF TOP EDGE, ONE SIDE	1	0	0	13	13
470-0867	EVOLUTION SQUARE ROOF	1	0	0	76	76
570-0695	CUSTOM PANEL 49 BELOW PLATFORM	1	1	1	66	66
570-1703	CUSTOM PANEL 41 2 SIDED	1	1	1	50	50

2-5 Structure**Intensity**

270-0287	SLIDE PLATFORM	1	1	1	152	152
570-2703	COLLISION RING PANEL	1	1	1	48	48

2-5 Structure**Burke Basics**

560-2709	EKO BUNDLE	1	6	6	148	148
580-1364	LIL NOVO BEAN STEP	3	1	3	28	84

COLOR SELECTION LIST | Default Color Option

GROUP 1 (Freestanding)

Post: Navy
Panel: Blue-White-Blue
Deck: Blue
Plastic: Granite
Acc: Lime
Flat: Blue
PSteel: Blue

GROUP 2 (2-5 Structure)

Deck: Gray
Post: Navy
Acc: Lime
Panel: Blue-White-Blue
Flat: Blue
Plastic: Granite

GROUP 3 (Momvnt)

Post: Navy
Panel: Blue-White-Blue
Plastic: Granite
Acc: Lime

GROUP 4 (5-12 Structure)

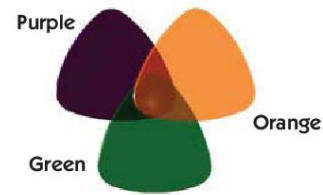
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Post: Navy
Acc: Lime
Flat: Blue
Panel: Blue-White-Blue
Plastic: Granite

COLORS THAT MOVE YOU

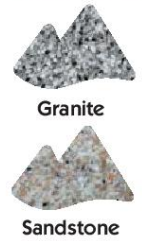
POWDER COAT PAINT



SOLIS HUE TOPPERS



ROCKIT CLIMBERS



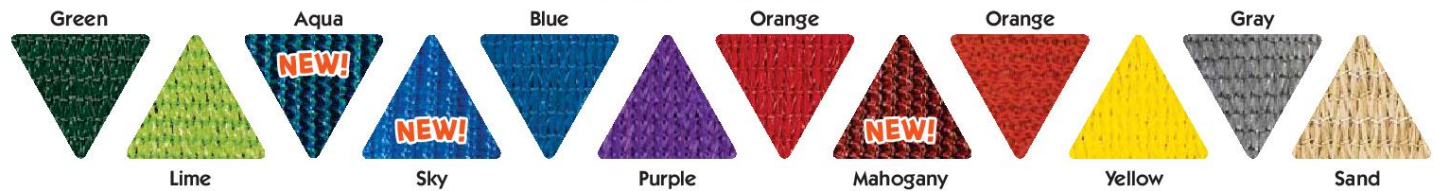
PLATFORMS



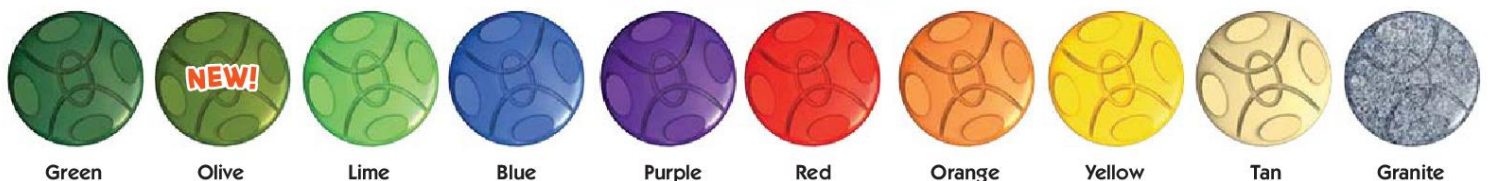
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!

Konnection Swing™

Safety Standards & Guidelines - Reference Information

The Konnection Swing was designed to provide an intergenerational play opportunity and offer everyone the childhood joy of swinging! While researching the use of swings, two trends stood out to us - caregivers pushing infants in bucket seat swings and adults swinging with children on their lap. Both situations could be improved with the design of a swing designed to foster connection and increase safety. The Konnection Swing was developed as a direct result of this. The overall design is focused on fostering true connection in both eye contact and proximity leading to increased engagement for all users. Hands-free swinging allows the caregiver to hold, interact and play with the child as they both experience the thrill of swinging together.

The Konnection Swing is IPEMA Certified and meets or exceeds the requirements of ASTM F1487-17, which is recognized as the standard of care in the playground industry. This ASTM public playground safety standard is revised every two to three years to remain current with innovation and market trends.

The CPSC Public Playground Safety Handbook hasn't been revised since 2008 and doesn't include new product categories that have been innovated in recent years. There are a couple of points to note when deciding to purchase a multi-user swing:

- Multi-user swings are innovative and CPSC Public Playground Safety Handbook doesn't have a standard that specifically covers them.
- CPSC 5.3.8.3.1 – CPSC recommends that belt swing seats should be designed to accommodate no more than one user at any time. While the Konnection Swing is a single axis swing, it is clearly not a belt seat.
- CPSC 2.3.1 – CPSC says that swings intended for more than one user are not recommended because their greater mass, as compared to single occupancy swings, presents a risk of impact injury.
- The ASTM safety standard, F1487, was revised in 2011 to add maximum impact requirements for swings and the Konnection Swing has been tested and is compliant with ASTM impact requirements.
- CPSC has written a letter stating that “the swing impact test in F1487-11 is a reasonable approach to address the concerns posed by unoccupied, heavy, multiple occupancy swings.”
- CPSC has always included an exemption to both recommendations listed above for tire swings, which are multiple occupancy swings that are suspended from a single pivot and permit swinging in any direction.
- CPSC also emphasizes that their Handbook provides recommendations, not requirements. If a jurisdiction adopts the Handbook's recommendations as mandatory requirements, that jurisdiction would need to determine how the requirements should be applied in any particular instance.

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnecT® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2021



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: November 6, 2023		Subject: Resolution No. 3090 Authorizing City Manager to execute a Master Service Agreement with OpenGov, Inc. for Asset Management Software Services. Staff Member: Delora Kerber, Public Works Director Department: Public Works	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

City of Wilsonville Resolution approving the execution of a Master Services Agreement with OpenGov, Inc. for Asset Management Software Services in the amount of \$290,084.09 over a five-year period.

EXECUTIVE SUMMARY:

The City has been using Cartegraph Operations Management Software, an OpenGov software product, since 2014. This software allows the City to manage its various assets by inventorying publicly owned infrastructure, tracking maintenance performed, and scheduling preventative and reactionary work through work orders.

The software offers staff rapid access to the number, type, location, and other detailed information about the City's infrastructure. Maintenance workers are able to record inspections, attach photos and document other relevant information on 67 unique asset categories. Through the software, staff is able to track asset conditions, costs and work history. Cartegraph is also integrated with the City's Geographic Information System (GIS) providing updated information on assets to staff and the public through the City's mapping services.

Using Cartegraph, supervisors can create, assign and schedule work tasks for employees who can receive the work order in the field using the Cartegraph mobile application. This allows staff to efficiently manage every task in the workday and perform the needed maintenance at the right time.

Resources used such as labor hours, equipment, and materials are recorded for each work task. This provides useful information for the development of maintenance budgets and goals based on performance metrics. Additionally, this software has been integral in managing and tracking the City's response during emergencies such as COVID-19 or the 2021 ice storm, allowing the City to quickly gather data that meets the stringent requirements for Federal Emergency Management Agency (FEMA) reimbursement requirements.

Additional functionality of the software includes the Scenario Builder module that can create data driven budgeting plans for pavement network, water utilities, parks systems, and more. It will run multiple scenarios for an asset to predict costs, prioritize projects, and plan for the future.

Currently we are working with Cartegraph on the integration of their software with City's Munis financial software to ensure a smooth, automatic transfer of data related to the water utility billing system between systems to improve efficiency.

Cartegraph is an integral part of city operations and used by Parks, Engineering, Planning, Finance, Transit, Code Compliance, Library, and Public Works Departments.

For this subscription renewal period staff negotiated a five-year agreement with guaranteed costs. With a multi-year agreement, cost increases for Years One, Two and Three costs are limited to 5% over the previous year and Years Four and Five are limited to 4% over the preceding year.

Total contract price for the five-year subscription is \$293,084.09 with annual payments as follows:

Year 1: \$55,161.08 (includes two OpenGov Conference tickets valued at \$2,109)

Year 2: \$55,619.64

Year 3: \$58,400.62

Year 4: \$60,736.64

Year 5: \$63,166.11

The agreement is automatically renewed each year unless either party notifies the other party of its intent not to renew not less than 30 days before the end of the current term.

EXPECTED RESULTS:

Continue seamlessly using the City's asset inventory to provide data-driven information about public infrastructure.

TIMELINE:

Five-year subscription that is automatically renewed annually unless either Party gives 30-day notice before end of term not to renew.

CURRENT YEAR BUDGET IMPACTS:

No impacts. Funding for asset management software services is include in Fiscal Year 2023- 2024 budget.

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Cartegraph allows staff to be able to efficiently and effectively track City owned assets

ALTERNATIVES:

Reject the five-year subscription of Master Service Agreement.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3090
 - A. OpenGov Master Services Agreement

RESOLUTION NO. 3090**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER SERVICES AGREEMENT WITH OPENGOV, INC. FOR ASSET MANAGEMENT SOFTWARE SERVICES.**

WHEREAS, the City of Wilsonville utilizes Cartegraph, an OpenGov, Inc. Company hosted software services to inventory, track and manage City assets; and

WHEREAS, this asset management software is used by staff to create and maintain work orders, inventory infrastructure and properties, track hours and costs associated with work performed; and

WHEREAS, it is in the best interest of the City to continue the use of this software service; and

WHEREAS, the City has planned and budgeted for the asset management software services; and

WHEREAS, Wilsonville City Code 2.312 exempts the purchase of software from competitive procurement; and

WHEREAS, OpenGov, Inc. and the City of Wilsonville have negotiated a contract covering the purchase of software services for a five year period.

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

Section 1. The City Manager is authorized to enter into and execute, on the behalf of the City of Wilsonville, a Master Service Agreement with OpenGov, Inc. for a stated value of \$290,894.09, over a five-year period.

Section 2. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of November, 2023, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. OpenGov Master Services Agreement



OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Quote Number: OG-00OR2305
Created On: 8/1/2023
Order Form Expiration: 12/9/2023
Subscription Start Date: 12/10/2023
Subscription End Date: 12/9/2028

Prepared By: Audrey Helle
Email: ahelle@opengov.com
Contract Term: 60 Months

Customer Information			
Customer:	City of Wilsonville, OR	Contact Name:	Andrew Sheehan
Bill To/Ship To:	29799 SW Town Center Loop E Wilsonville, Oregon 97070 United States	Email:	sheehan@ci.wilsonville.or.us

Order Details	
Billing Frequency:	Annually in Advance
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
OMS Plus, OMS Users (100 Users), Asset Builder, Scenario Builder, Facilities Domain, Flood Protection Domain, Parks & Recreation Domain, Sanitary Sewer Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Water Distribution Domain, Systems Integration Support	12/10/2023	12/9/2024	\$52,971.08
OMS Plus, OMS Users (100 Users), Asset Builder, Scenario Builder, Facilities Domain, Flood Protection Domain, Parks & Recreation Domain, Sanitary Sewer Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Water Distribution Domain, Systems Integration Support	12/10/2024	12/9/2025	\$55,619.64
OMS Plus, OMS Users (100 Users), Asset Builder, Scenario Builder, Facilities Domain, Flood Protection Domain, Parks & Recreation Domain, Sanitary Sewer Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Water Distribution Domain, Systems Integration Support	12/10/2025	12/9/2026	\$58,400.62
OMS Plus, OMS Users (100 Users), Asset Builder, Scenario Builder, Facilities Domain, Flood Protection Domain, Parks & Recreation Domain, Sanitary Sewer Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Water Distribution Domain, Systems Integration Support	12/10/2026	12/9/2027	\$60,736.64
OMS Plus, OMS Users (100 Users), Asset Builder, Scenario Builder, Facilities Domain, Flood Protection Domain, Parks & Recreation Domain, Sanitary Sewer Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Water Distribution Domain, Systems Integration Support	12/10/2027	12/9/2028	\$63,166.11
OpenGov Conference Attendee (2 Tickets)	12/10/2023		\$2,190.00

Annual Subscription Total: See Billing Table

Billing Table:

Billing Date	Amount Due	
December 10, 2023	\$55,161.08	Annual Software Fee + Conference Attendee Tickets
December 10, 2024	\$55,619.64	
December 10, 2025	\$58,400.62	
December 10, 2026	\$60,736.64	
December 10, 2027	\$63,166.11	

Order Form Legal Terms

Welcome to OpenGov! This Order Form is entered into between OpenGov, Inc. ("OpenGov"), and you, the entity identified above ("Customer"), effective as of the date of the last signature below. This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached or available at <https://opengov.com/terms-of-service/master-services-agreement/>. If professional services are purchased, the applicable Statement of Work ("SOW") is also incorporated. The Order Form, MSA, and, if applicable, the SOW are the full "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Wilsonville, OR

Signature: _____
Name: _____
Title: _____
Date: _____

OpenGov, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this “Agreement”) are OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer named in the signature block below (“Customer”). This Agreement, which becomes binding when the parties have signed it (the “Effective Date”), sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services and receive professional services.

1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.
- 1.5. “Term” refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

- 2.1. **Software Services.** Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form (“Software Services”).
- 2.2. **Support and Service Levels.** Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.
- 2.3. **Professional Services**
 - 2.3.1. If OpenGov or its authorized independent contractors provides professional services to

Customer, such as implementation services, then these professional services (“Professional Services”) will be described in an applicable statement of work (“SOW”) agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

- 2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer’s ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov’s prior written consent. Subject to Customer’s obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.
- 5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends (“Initial Term”), according to the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new “Renewal Term”) unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the then-current term.
- 6.3. Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. Neither party shall have the right to terminate this Agreement early without a legally valid cause.
- 6.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party’s option) return or delete any of the other party’s Confidential Information in its possession.

7. Payment of Fees

- 7.1. Fees; Invoicing; Payment; Expenses.
 - 7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days without setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer’s designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.
 - 7.1.2. Annual Software Maintenance Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year of the Renewal Term.
 - 7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.
 - 7.1.4. Customer Delays; On Hold Fee.
 - 7.1.4.1. On Hold. Excluding delays caused by a force majeure event as described in Section 10.5, if OpenGov determines that Customer’s personnel or contractors are not completing Customer’s responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services.

Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

- 7.1.4.2. On Hold Notice; On Hold Fee. OpenGov may also issue an "On Hold Notice" specifying that the Customer will be invoiced for lost time in production (e.g., delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year's fee for Software Services. OpenGov may remove the on hold status and may rescind the fee in its discretion upon Customer's fulfillment of its obligations set out in the On Hold Notice. And OpenGov may extend the timeline to complete certain Professional Services depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).

- 7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.

- 7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes") to the extent applicable under Oregon law. Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

8. Representations and Warranties; Disclaimer

- 8.1. By OpenGov.

- 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.
- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the Effective Date, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR

LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor

difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. Oregon laws govern this Agreement, without regard to conflict of laws principles. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Clackamas County, Oregon, and the parties submit to the personal jurisdiction and venue therein.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

Signatures	
Customer: City of Wilsonville, OR	OpenGov, Inc.
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: November 6, 2023	Subject: Resolution No. 3092 Authorizing the City Manager to Execute a Professional Services Agreement with Century West Engineering to provide Engineering Consulting Services for the 2024 Street Maintenance Project (Capital Improvement Project No. 4014, 4118, 4725) Staff Member: Marissa Rauthause, PE, Civil Engineer Department: Community Development	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to adopt the Consent Agenda.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Professional Services Agreement (PSA) with Century West Engineering in the amount of \$252,654.90 for Engineering Consulting Services for the 2024 Street Maintenance Project (Capital Improvement Project No. 4014, 4118, 4725).

EXECUTIVE SUMMARY:

The Wilsonville Annual Street Maintenance Program funds the planning, design, and construction of street surface rehabilitation projects necessary to maintain a safe and reliable street network. Specifically, the 2024 Street Maintenance project (Project) aims to rehabilitate paved surface, as well as update sidewalk curb ramps and pedestrian push buttons to current Americans with Disability Act (ADA) standards on Boones Ferry Road between Bailey Street and Wilsonville Road, Bailey Street east of Boones Ferry Road and Boberg Road between Barber Street and Boeckman Road; all of which are depicted in the Vicinity Map (Attachment 1).

A Request for Proposals (RFP) for engineering consulting services was issued on August 21, 2023. A total of three proposals were submitted by the September 21, 2023 deadline, and were subsequently evaluated by the City's selection review committee. Century West Engineering was identified as the successful proposer in accordance with City and State procurement requirements for professional services over \$100,000.

Century West Engineering will be responsible for delivering contract documents, which will be used to request bids from qualified paving contractors for the construction phase of the Project. Once engineering work is complete and the scope of street maintenance work is determined, a contract amendment for Phase II – Construction Engineering Services will be negotiated with Century West Engineering. Construction Engineering Services consist of project management and inspection support during the construction phase of work.

EXPECTED RESULTS:

Rehabilitation of the street surface will improve the smoothness of the roadway for drivers, extend the useful life of the existing pavement sections, and minimize the cost of future maintenance activities. Early rehabilitation will minimize the risk of a full replacement being required later, continuing to provide a safe, reliable City street network. Pedestrian improvements, including sidewalk curb ramp replacements and adjustments to pedestrian signal will improve the accessibility and safety of City pedestrian facilities.

TIMELINE:

Final design of the Project is scheduled to be completed by the end of March 2024. Construction is anticipated to begin June 2024 and be completed by September 2024.

CURRENT YEAR BUDGET IMPACTS:

The adopted budget for Fiscal Year (FY) 2023-2024 includes funding for engineering design and overhead for the Project as summarized below.

CIP No.	Project Name	Funding Source	Adopted FY 23/24 Budget	Contract Amount
4014	2024 Street Maintenance	Road Maintenance Fees	\$ 2,950,000	\$194,913.60
4118	Street Maintenance	Road Operating	\$234,000	\$37,741.30
4725	Crosswalk Flasher Replacement	Road Operating	\$204,300	\$20,000.00
Total			\$ 3,388,300	\$252,654.90

Additionally, the construction of the prior year (2023) Street Maintenance project is included in the FY 2023-2024 budget and estimated at \$2,690,000, leaving \$260,000 for 2024 Street Maintenance Engineering Services. The contract amount for the Project is within the FY 23/24 budgeted amount. The Project is included in the City's five-year capital improvement plan and will carry into subsequent fiscal years.

COMMUNITY INVOLVEMENT PROCESS:

The 2016 update of the Wilsonville Annual Road Maintenance Program included outreach to ratepayers and formation of a task force with representatives from residential and business interests tasked with making Program recommendations to the City Council.

During design, the project team will coordinate with affected property owners, residents, and businesses to plan for and accommodate access during construction. Prior to the start of construction, there will be a public outreach process to inform the community of the Project and potential impacts. The outreach will be conducted through the Boones Ferry Messenger, City project webpage, social media, project signage, door hangers, and mailers.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Project will provide improvements to streets throughout the City varying in functional classifications from minor arterial to major arterial. Maintaining these streets will improve the safety and reliability of the roads through smoother road surfaces with less cracks and potholes and new, updated striping elements. Maintenance will extend the useful life of these street sections and prevent or delay larger, more costly, replacements in the future.

ALTERNATIVES:

During the design of this project, pavement treatment alternatives will be assessed and selected to ensure the longest extension of effective pavement life at the best value.

CITY MANAGER COMMENT:

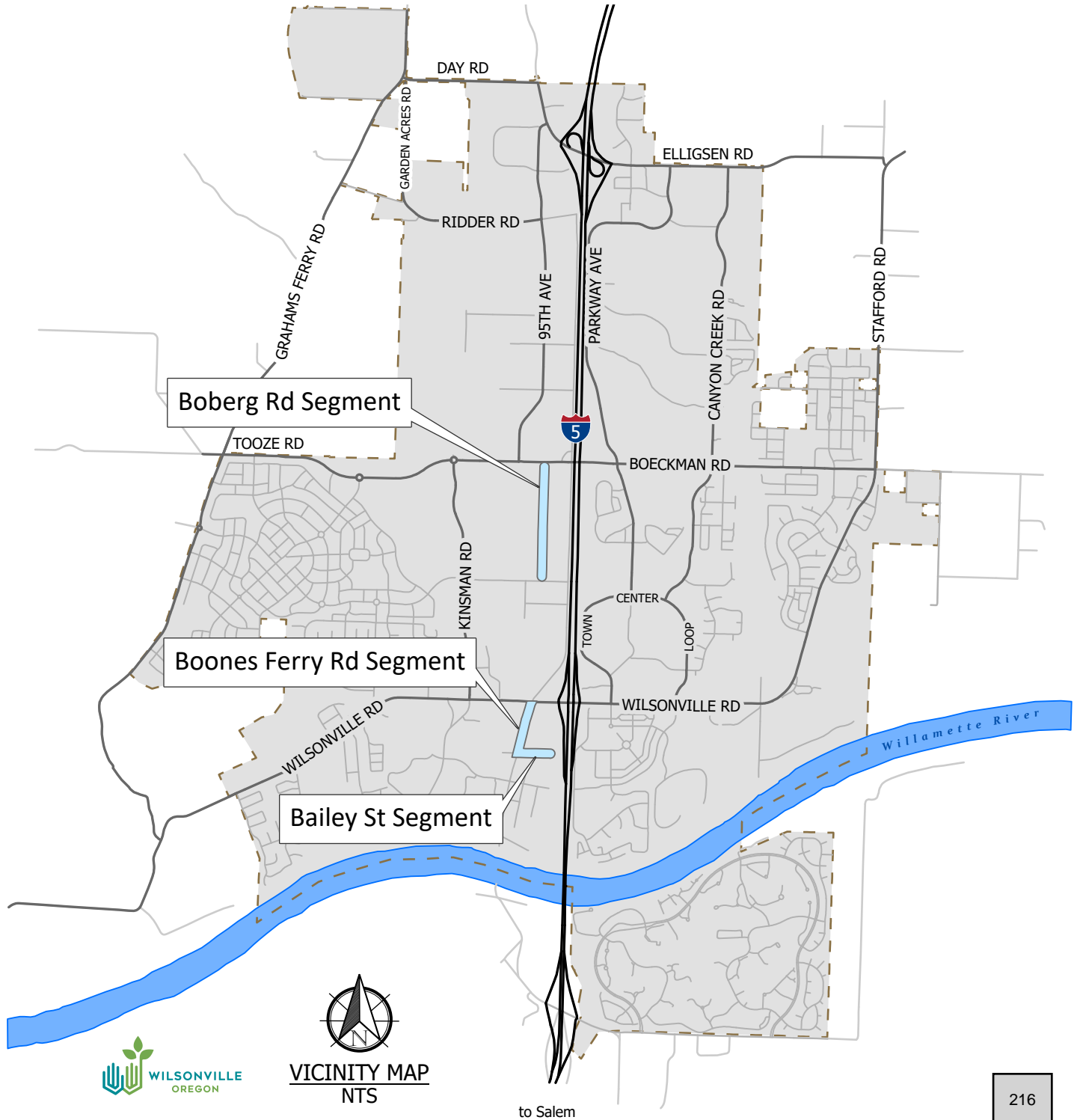
N/A

ATTACHMENTS:

1. Vicinity Map
2. Resolution No. 3018
 - A. 2024 Street Maintenance Professional Services Agreement

Attachment 1
2024 Street Maintenance Project
CIP# 4014

Item 14.



RESOLUTION NO. 3092

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CENTURY WEST ENGINEERING FOR ENGINEERING CONSULTING SERVICES FOR THE 2024 STREET MAINTENANCE PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 4014, 4118, 4725).

WHEREAS, the City has planned and budgeted for engineering design for Capital Improvement Project No. 4014, 4118, & 4725, known as the 2024 Street Maintenance project (the Project); and,

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

WHEREAS, Century West Engineering submitted a proposal on September 21, 2023, and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and,

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

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Century West Engineering has provided a responsive and responsible proposal for engineering consulting services.

Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with Century West Engineering for a not-to-exceed amount of \$252,654.90, which is substantially similar to **Exhibit A** attached hereto.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of November 2023, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

- A. 2023 Street Maintenance Professional Services Agreement

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the 2024 Street Maintenance Project (“Project”) is made and entered into on this ____ day of November 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Century West Engineering Corporation**, an Oregon corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Agreement includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Request for Proposals for the 2024 Street Maintenance Project, dated August 21, 2023, including Plans and Details bound separately; Consultant’s Proposal submitted in response thereto; 2017 City of Wilsonville Public Works Standards; Project Specific Special Provisions; General Conditions; Oregon Department of Transportation 2021 Oregon Standard Specifications for Construction; Special Provisions to ODOT Standards; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Agreement. Consultant 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 Consultant before proceeding with affected work. All Contract Documents should be read in concert and Consultant is required to bring any perceived inconsistencies to the attention of the City before executing this Agreement. In the event a provision of this Agreement conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Scope of Work

Consultant shall diligently perform the engineering services related to the design and construction of pavement rehabilitation, according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 3. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than 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.

Section 4. Consultant’s Services

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

4.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant’s reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant’s direction and control (“Force Majeure”). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

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

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

Section 5. Compensation

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed TWO HUNDRED FIFTY-TWO THOUSAND SIX HUNDRED FIFTY-FOUR DOLLARS AND NINETY CENTS (\$252,654.90), for

performance of the Services (“Compensation Amount”). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. Consultant’s Rate Schedule is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

5.2. During the course of Consultant’s performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant’s Rate Schedule, as set forth in **Exhibit B**. Any additional services beyond the Scope of Work, or any compensation above the amount shown in **Subsection 5.1**, requires a written Addendum executed in compliance with the provisions of **Section 18**.

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

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

5.5. Consultant’s Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

Section 6. City’s Rights and Responsibilities

6.1. 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.

6.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2023-24. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 16**.

Section 7. City’s Project Manager

The City’s Project Manager is Jason Rice. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 8. Consultant's Project Manager

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

Section 9. Project Information

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

Section 10. Duty to Inform

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

Section 11. Subcontractors and Assignments

11.1. Unless expressly authorized in **Exhibit A** or **Section 12** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such Services will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for Services performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

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

Section 12. Consultant Is Independent Contractor

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

12.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 18** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

12.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 12** and meet the same insurance requirements of Consultant under this Agreement.

Section 13. Consultant Responsibilities

13.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be

obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

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

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

Section 14. Indemnity

14.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 14.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

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

Consultant's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

Section 15. Insurance

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

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

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

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

15.1.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017,

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

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

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

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

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

Section 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 Consultant by mail or in person; or

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

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

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

16.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 20**, for which Consultant 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 Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 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 Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 5** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 19. Access to Records

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

Section 20. Property of the City

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

Section 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: Jason Rice, P.E., Consulting Project Manager
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Century West Engineering Corporation
 Attn: Joseph Jenkins
 5500 Meadows Road, Suite 250
 Lake Oswego, OR 97035

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. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

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

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

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 Consultant and the City hereby warrants actual authority to bind their respective party.

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

CONSULTANT:

Century West Engineering Corporation

By: _____

Print Name: _____

As Its: _____

EIN/Tax I.D. No. _____

CITY:

City of Wilsonville

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

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

EXHIBIT A

SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Wilsonville (City) requested the assistance of Century West Engineering (Century West/CWE) to provide project management; survey; pavement testing and recommendations; plans, estimates, and specifications (PS&E); and bidding assistance for pavement rehabilitation and other improvements listed below of the following roadway segments as a part of the City's 2024 Street Maintenance (please see attached project map):

- SW Boones Ferry Road, SW Wilsonville Road to SW Baily Street
 - Striping, ADA retrofits/reconstruction, push button upgrades, and a new RRFB
- SW Boberg Road, SW Boeckman Road to SW Barber Street
 - Striping only
- SW Bailey Street, SW Boones Ferry Road east to cul-de-sac/Subaru Dealership
 - Striping only

The pavement conditions will be evaluated by the CWE team and recommendations will be provided to the City. Pavement striping will be replaced along all corridors within the project limits. Traffic signal loop detection will be replaced on streets that require grind and inlay or full depth reconstruction treatments. Select ADA ramps along the project corridor will be inspected and retrofitted/replaced to follow current ADA/PROWAG standards. Select signal push buttons will be inspected and upgraded to current standards. The existing "flashing" mid-block crossing on SW Boones Ferry Road will be upgraded with a new RRFB.

The Boberg Diversion Manhole project will be included in the final Bid Documents as "Schedule B." No engineering or changes to the current bid documents, estimate, etc. for this project are included in this scope of work. Bid support and construction services will be provided.

TASK 1: PROJECT MANAGEMENT

This task includes the overall planning, monitoring, and control of project efforts to meet the technical work efforts, quality control, project deliverables, cost, schedule, and communication objectives. Century West assumes that the project duration for the Management/Administration duties will be no longer than twelve (12) calendar months. The work will be accomplished under the following subtasks:

1.1 Administration

- a. Maintain project records, budgets, and communications for the duration of the project.
- b. Brief weekly email reports on project status as needed.
- c. Manage all sub-consultants.
- d. Process and submit monthly billing with a summary of project status by task.
- e. Create, monitor, and maintain project schedule.

1.2 Meetings

- a. Kickoff Meeting (In Person): Century West will organize and attend a project kickoff meeting to accomplish the items below. Attendees will include CWE PM, CWE Principal-in-Charge, Geotechnical PM, Traffic PM, and City PM. Meeting is assumed to be up to two (2) hours in duration.
 - i. Establish clear lines of communication and procedures to be followed.

- ii. Confirm understanding of project scope, schedule, level of plan detail, etc.
- iii. CWE will provide meeting notes and action items following the meeting.
- b. Milestone Review Meetings (Virtual): Century West will coordinate with City of Wilsonville for post-milestone review meetings to discuss any redline comments or general project feedback. CWE has budgeted to attend up to three (3), two (2) hour meetings to discuss the project. CWE attendees will include CWE PM, CWE Principal-in-Charge, and subconsultant PMs as needed.
- c. Biweekly Meetings (Virtual): CWE PM will organize and conduct project meetings biweekly with City PM. Subconsultant PM's will attend these meetings as needed. Meetings are assumed to be up to thirty (30) minutes in duration.

TASK 2 – SURVEY & DATA GATHERING

2.1 Topographic Survey

Unmanned Aerial Vehicle (UAV) mapping will be utilized on the roadway segments listed above. Data will be collected via UAV and photogrammetry, supported by ground survey control and Quality Assurance observations. At a minimum, surveying shall include the following:

- a. Establishing a horizontal and vertical survey control network
- b. Reference the network and all mapping to City of Wilsonville approved vertical datum, NAVD 88.
- c. Surveying and preparing a map showing the following from Photogrammetry:
 - i. Locations and rim elevations for all sanitary and storm structures within the project area. For water valves and meters, provide the location and box rim elevation.
 - ii. Locate utility poles and meters
 - iii. Locate underground utilities
 - 1. Within adjacent right-of-way per Utility Notification Center (one-call) markings. Request will be submitted ten (10) business days prior to fieldwork
 - iv. Locate edge of pavement and top face of curb
 - v. Locate striping and signage
 - vi. Locate all traffic signal loops
 - vii. Locate sidewalk, curb ramps, and driveways
 - viii. **Not Included** - Fences, mailboxes, streetlights, and trees
- d. Provide orthorectified aerial imagery (aerial background)
- e. Prepare 2D drawing with rim elevations - survey information is to be given to the City in current AutoCAD (DWG) format.
- f. NOTE: for ADA Ramp Improvements, survey shall include:
 - i. 3D surface to extend from 2' behind sidewalk to 6' out from face of curb.
 - ii. 3D line work for top of curb, gutter, sidewalks, walls etc.
 - iii. Any structures in the street within 6' of curb (valves, manholes, catch basins, etc.)
 - iv. Any structures or utilities within 2' of back of walk including walls, junction boxes, water meters, fire hydrants, stop signs, streetlights, power poles, etc.).
 - v. Limits of line work shall extend to at least 20' past curb returns.
- g. NOT included in this scope of work (these can be added if required)
 - i. Underground utilities outside of ROW
 - ii. Wetland mapping
 - iii. Boundary or right-of-way surveying
 - iv. Easement mapping

- v. Trees: Mapping individual trees
- h. DATUM:
 - i. Horizontal: Oregon State Plane
 - ii. Vertical: NAVD88

2.2 Monument Preservation

- a. Locate all monuments that will be disturbed by Grind/Overlay, Grind/Inlay operations
 - i. Assumption: - nine (9) monuments will potentially be disturbed
- b. Locate monuments that could potentially be disturbed by ADA Ramp improvements
 - i. Assumption: fifteen (15) monuments will potentially be disturbed
- c. Referenced to the Oregon North State Plane Coordinates
- d. Establish control points in each of the above-mentioned area(s) with GPS and/or Conventional Surveying Techniques – minimum of three (3) control points
- e. Double occupy all monuments
- f. Report Grid Coordinate Values of each found monument
- g. Draft & File Survey Record(s):
 - i. Survey to be drafted to County standards and filed with Clackamas County
- h. S&F will reset found monuments at previously reported position (if monument disturbed)
 - i. Set 5/8" Iron Rods w/ yellow plastic caps where applicable.

TASK 3 – PAVEMENT INVESTIGATION & RECOMMENDATIONS

3.1 Field Investigation

3.2 Analysis, Recommendations, Project Management

Pavement rehabilitation design recommendations will be provided based on analysis and the City's pavement design standards and assuming the following scope of work:

- a. Complete a generalized distress survey of the road sections. Provide recommendations for pavement areas that may require repair prior to rehabilitation.
- b. Provide traffic control and traffic control plans when required for testing. It is assumed permitting requirements and fees will be managed by City personnel.
- c. Complete ground penetrating radar (GPR) testing for each street segment in the outside wheel track of the main travel lanes.
- d. Complete falling weight deflectometer (FWD) testing for each street segment in the outside wheel track of the main travel lanes
- e. Explore subsurface conditions in the proposed sections by completing pavement borings to depths of up to three (3) feet below ground surface (BGS). The following number of explorations for each road section are recommended:
 - i. Boones Ferry Road – Five (5) explorations
 - ii. Boberg Road – Five (5) explorations
 - iii. Bailey Street – Three (3) explorations
- f. Maintain a detailed log of the explorations. Obtain samples of the pavement, base, and subgrade materials encountered and perform laboratory testing including moisture content, Atterberg limits, and material passing a U.S. Standard No. 200 sieve.
- g. Patch pavement borings with polymer modified asphalt patch.

- h. Obtain 48-hour traffic classification counts through subcontractor at a total of four (4) locations (two (2) on separated section of Boones Ferry Road).
- i. Evaluate pavement thickness and distress based GPR and pavement core data.
- j. Provide a summary of the GPR data results within the report.
- k. Estimate pavement thickness from a review of subsurface explorations and GPR data analysis.
- l. Analyze FWD, GPR, and subsurface data to estimate existing pavement capacity.
- m. Calculate estimated pavement equivalent single axle loads (ESAL) based on the traffic classification count data.
- n. Provide recommendations for pavement preservation based on existing pavement condition, pavement capacity, and required pavement capacity based on ESAL results.
- o. Provide a DRAFT and FINAL Pavement Design Report summarizing our findings and recommendations.

TASK 4 – ENGINEERING & DESIGN (60%, 90%, 100%/FINAL & BID DOCUMENTS)

4.1 60% Design & Estimate

- a. **Field Reconnaissance:**
 - i. Conduct field reconnaissance of roadway rehabilitation locations. The team will verify existing conditions and provide photo documentation of pavement conditions prior to design efforts.
 - ii. The consultant will conduct up to one field visit to verify existing signal and midblock crossing equipment at SW Boones Ferry Rd and Old Town Square.
 - iii. CWE will not assess ramps that are clearly out of compliance based on visual inspection. CWE will limit curb ramp assessment to those facilities that the field team determines, based on visual observation, have potential to be compliant. Assessment information will be collected in accordance with ODOT standard forms.
- b. Provide designs and layouts for pavement improvements based on the DRAFT Pavement Design Report, Field Reconnaissance, and discussions with City staff.
 - i. Pavement reconstruction and grind/inlay limits.
 - ii. Pavement section details.
 - iii. Roadway and driveway grading are not included.
 - iv. Design/improvements will be shown in plan view only. It is assumed that no profiles will be developed/provided.
 - v. It is assumed no walls will be impacted by the design/no wall design will be needed.
- c. Provide designs and layouts for proposed striping replacements.
- d. Provide designs and layouts for proposed ADA curb ramps (twelve (12) corners/medians, twenty-one (21) ramps total, are assumed to be retrofitted).
- e. Provide designs and layouts for one (1) new RRFB and signal modifications/retrofits.
 - i. Replacing existing pushbuttons with new audible push buttons meeting Clackamas County traffic signal standards.
 - ii. Installing new pedestrian traffic signal poles as needed.
 - iii. Installing conduits between junction boxes and new pedestrian poles and necessary new wiring.
 - iv. The existing traffic signal wiring can be maintained (no rewiring will be required).
 - v. Existing conduits are sufficiently sized for new pushbutton wiring to be added (no new conduit crossing will be required other than between existing junction boxes and new pedestrian poles).

- vi. No relocation of mast arm poles is required. City to provide record drawings for the traffic signal.
- vii. It is assumed no traffic signal interconnect or fiber optic communications are included as part of this scope.
- viii. No temporary traffic signal or detection plans will be provided.
- ix. No lighting analysis will be conducted. This task assumes that adequate lighting is provided for the mid-block crossing.
- x. No updated cabinet print will be provided.
- xi. Assumed there will be no impacts/modifications to existing fiber connection from Boones Ferry Road.
- f. Prepare construction drawings at each milestone using AutoCAD Civil 3D 2022 software, including the following estimated sheets (22x34):
 - i. Cover (1 sheet)
 - ii. Sheet Layout (1 sheet)
 - iii. General Notes & Legend (1 sheet)
 - iv. Erosion and Sediment Control Notes (1 sheet)
 - v. Typical Sections (4 sheets)
 - vi. Pavement Improvement & Erosion Control Plan (10 sheets)
 - vii. Grading Details 1:10 Scale (10 sheets)
 - viii. Signing and Striping Plans 1:20 Scale (10 sheets)
 - ix. Traffic Signal/RRFB Plans 1:20 Scale (6 sheets)
 - x. Standard Details (10 sheets)
- g. Prepare engineer's estimate of the project construction cost.
- h. Assumptions:
 - i. No additional exhibits and materials are necessary to support the City with notification/coordination of adjacent homeowners and businesses.
 - ii. No coordination with other agencies nor other project stakeholders will be necessary.
 - iii. No Traffic Control Plans are included in this scope. Traffic Control Plans to be provided by Contractor.
 - iv. Striping will not be modified on these segments, only replaced.
 - v. Any permitting will be managed by the City of Wilsonville.
 - vi. Clackamas County will review any impacted loops and provide feedback.
 - vii. Oregon DEQ permit will be handled by the Contractor.

4.2 90% PS&E

- a. Incorporate any comments received during the 60% milestone review meeting.
- b. Prepare draft specifications and project special provisions based on ODOT 2021 Standard Specifications and the latest City Public Works Standards. City to provide standard Special Provisions for inclusion in the project special provisions. The project special provision shall clearly document deletions from, additions to, and modifications to the ODOT standard specifications. City to provide/complete "front end" specifications.
- c. Prepare bid schedule and bid item descriptions.
- d. Prepare and provide 90% plans, estimate, bid schedule and descriptions, and project special provisions for City review.

4.3 100%/Final PS&E and Bid Documents

- a. Incorporate any comments received during the 90% milestone review meeting.
- b. Prepare and provide final plans, estimate, bid schedule and descriptions, and project special provisions.
- c. The Boberg Diversion Manhole project will be included in the final Bid Documents as "Schedule B." No engineering or changes to the current bid documents, estimate, etc. for this project are included in this scope of work.

TASK 5 – BID PERIOD SUPPORT AND CONSTRUCTION SERVICES**5.1 Bid Period Support**

- a. Respond to contractor's requests for information during the bid period.
- b. Prepare any necessary addenda.
- c. Attend bid opening and tabulate bids.
- d. Make recommendation for award.
- e. Coordination with advertisement agency, paying of necessary advertisement fees, etc., shall be the responsibility of City of Wilsonville.
- f. Printing of documents and distribution to prospective Contractors shall be the responsibility of City of Wilsonville.
- g. Preparation of notice of advertisement shall be the responsibility of City of Wilsonville.

5.2 Construction Support & Inspection

- a. Not included in this scope of work.

5.3 Record (As-built) Drawings

- a. Not included in this scope of work.

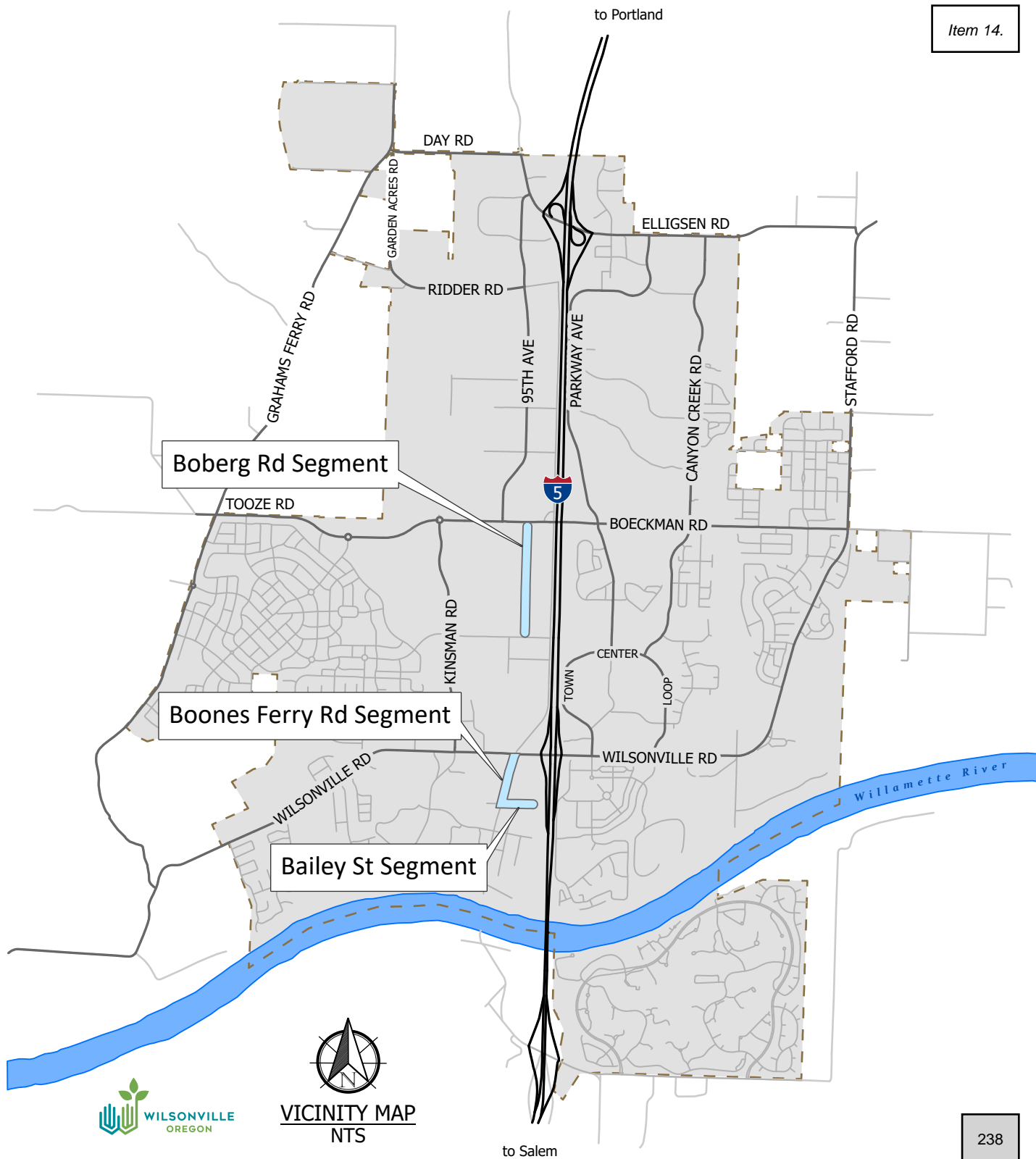


EXHIBIT B

City of Wilsonville 2024 Street Maintenance Engineering Fee		Century West Engineering (CWE)					Central Geotechnical Services (CGS)						DKS Associates						S&F Land Services	
Task Code	Task Description	Principal-in-Charge \$250.00	Project Manager/CM \$190.00	Project Engineer \$145.00	EIT2/RO \$130.00	Project Coordinator \$113.00	Principal Engineer \$235.00	Associate Engineer II \$175.00	Engineering Geologist II \$195.00	Geologic Staff II \$130.00	Geologic Staff I \$105.00	Administrative Assistant \$85.00	Principal -in-Charge \$270.00	Senior QC reviewer \$240.00	Project Manager \$190.00	Project Engineer \$165.00	Cad Technician \$125.00	Project Assistant \$145.00	Subconsultant Fees	
																				Budgeted Cost
1	PROJECT MANAGEMENT																			
1.1	Administration	2	24			12							2		12			6		\$ 10,106.00
1.2	Meetings	10	20				14								10	10				\$ 13,140.00
		12	44	0	0	12	14	0	0	0	0	0	2	0	22	10	0	6		Task 1 Subtotal \$ 23,246.00
2	SURVEY & DATA GATHERING																			
2.1	Topographic Survey		2		8														\$ 29,073.00	\$ 30,493.00
2.2	Monument Preservation		2		8														\$ 12,012.00	\$ 13,432.00
		0	4	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0		Task 2 Subtotal \$ 43,925.00
3	PAVEMENT INVESTIGATION & RECOMMENDATIONS																			
3.1	Field Investigation		8				9	11		71										\$ 14,790.00
3.2	Analysis, Recommendations, Project Management		8				29	18		24		4								\$ 14,945.00
		0	16	0	0	0	38	29	0	95	0	4	0	0	0	0	0	0		Task 3 Subtotal \$ 29,735.00
4	ENGINEERING & DESIGN (60%, 90%, 100%/FINAL & BID DOCUMENTS)																			
4.1	60% Design & Estimate	16	60	32	160								6	2	16	38	24			\$ 55,250.00
4.2	90% PS&E	12	40	16	120								4	2	12	24	20			\$ 38,820.00
4.3	100%/Final PS&E and Bid Documents	8	40	8	80								3	4	6	8	6			\$ 26,140.00
		36	140	56	360	0	0	0	0	0	0	0	13	8	34	70	50	0		Task 4 Subtotal \$ 120,210.00
5	BID PERIOD SUPPORT & CONSTRUCTION SERVICES																			
5.1	Bid Period Support	2	8		20										1	2		1		\$ 5,285.00
		2	8	0	20	0	0	0	0	0	0	0	0	0	1	2	0	1		Task 5 Subtotal \$ 5,285.00
	Expenses																			
	Vehicle Mileage	\$146.30	Up to 200 miles @ \$0.655/mile				\$146.30	Up to 200 miles @ \$0.655/mile					\$146.30	Up to 200 miles @ \$0.655/mile					\$ -	\$ 438.90
	Global Positioning Unit -(Geotechnical Field Investigation 3.1)						\$600.00	3 days @ \$150/day												\$ 600.00
	Falling Weight Deflectometer-(Geotechnical Field Investigation 3.1)						\$3,225.00	1 day of equipment use												\$ 3,225.00
	Ground Penetrating Radar-(Geotechnical Field Investigation 3.1)						\$1,550.00	1 day of equipment use												\$ 1,550.00
	Sub: Traffic Counts-(Geotechnical Field Investigation 3.1)						\$3,000.00	3 counts, 48 hour, at \$750 each												\$ 3,000.00
	Sub: Drilling-(Geotechnical Field Investigation 3.1)						\$5,500.00	2 days @ \$2500/day												\$ 5,500.00
	Sub: Locates-(Geotechnical Field Investigation 3.1)						\$800.00	1 day												\$ 800.00
	Sub: Traffic Control-(Geotechnical Field Investigation 3.1)						\$6,840.00	3 days @ \$1800/day												\$ 6,840.00
	Laboratory -(Geotechnical Field Investigation 3.1)						\$1,580.00	12 moisture @\$40/ea, 2 atterberg @ \$250 each, 4 P200 @ \$140/each												\$ 1,580.00
	Laboratory - (Construction 5.2)						\$2,760.00	3 moisture-density proctor @\$380/ea, 3 sieve analysis @\$380/ea, 12 moisture @\$40/ea												\$ 2,760.00
	Nuclear Density Gauge - (Construction 5.2)						\$3,060.00	36 days at \$85 per day.												\$ 3,060.00
	Misc.						\$ -						\$ -						\$ 900.00	Record of Survey Filing Fees (2 Surveys) \$ 900.00
	Expenses Subtotal	\$ 146.30					\$29,061.30						\$146.30						\$ 900.00	Expenses Subtotal \$ 30,253.90
	Hour Subtotals:	50	212	56	396	12	52	29	0	95	0	4	15	8	57	82	50	7	0	
	Labor Cost Subtotals	\$12,500.00	\$40,280.00	\$8,120.00	\$51,480.00	\$1,356.00	\$12,220.00	\$5,075.00	\$0.00	\$12,350.00	\$0.00	\$340.00	\$4,050.00	\$1,920.00	\$10,830.00	\$13,530.00	\$6,250.00	\$1,015.00	\$41,085.00	Labor Subtotal \$222,401.00
	Company Subtotal, Incl. Expenses	\$113,882.30					\$59,046.30						\$37,741.30						\$41,985.00	
																				Total Cost \$252,654.90



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: November 6, 2023		Subject: Resolution No. 3093 Accepting the Jurisdictional Surrender for a Portion of SW Stafford Road and SW Frog Pond Lane by Clackamas County Pursuant to Oregon Revised Statute 373.270 Staff Member: Zach Weigel, P.E., City Engineer Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan Project UU-06 & RE-12A	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A Resolution authorizing acceptance of the Board of County Commissioners of Clackamas County's transfer of jurisdictional authority on a portion of Stafford Road and Frog Pond Lane from Clackamas County to the City of Wilsonville.

EXECUTIVE SUMMARY:

On November 6, 2020, the City entered into an Intergovernmental Agreement (IGA) with Clackamas County for road maintenance and permitting authority for a portion of Stafford Road (Frog Pond Lane to approximately 450 south of Frog Pond Lane) and Frog Pond Lane (Ponderosa Avenue to Stafford Road). The IGA gave the City permitting authority over the identified portions of Stafford Road and Frog Pond Lane until such time the roadways were annexed into the City of Wilsonville and jurisdiction transfer could be completed.

In addition, on May 1, 2023, City Council authorized Resolution No. 3056, entering into an Intergovernmental Agreement (IGA) with Clackamas County for jurisdiction transfer for a portion Stafford Road (Frog Pond Lane to Kahle Road) and Frog Pond Lane (Boeckman Creek to Ponderosa Avenue). The IGA stipulates that if Clackamas County elects to surrender jurisdiction over the identified roadways and the City of Wilsonville accepts jurisdiction, as provided in Oregon Revised Statute (ORS) 373.270, Clackamas County will pay to Wilsonville \$45,446.00. This compensation represents the sum equivalent to the cost of a 2-inch asphalt overlay on the portions of the subject roadways where jurisdiction is transferred to the City.

On October 5, 2023, the Board of County Commissioners of Clackamas County adopted Board Order No. 2023-100 (**Exhibit A**), which formally offered to surrender jurisdiction of the portions of Frog Pond Lane and Stafford Road to the City of Wilsonville. The jurisdiction surrender includes the portions of roadways identified in both IGAs (2020 and 2023) with Clackamas County. The order further stipulates that the offer will be withdrawn unless accepted by the City of Wilsonville within one year of the date of the adopted order.

In order to fulfill the terms of the IGAs, City Council authorization of Resolution No. 3093, accepting the Clackamas County jurisdictional surrender for the portions of Stafford Road and Frog Pond Lane, is required. Upon City acceptance, Clackamas County will pay to the City the agreed upon compensation amount within 30 days.

EXPECTED RESULTS:

Authorization of Resolution No. 3093 will complete the roadway jurisdiction transfer for the identified portions of Stafford Road and Frog Pond Lane, located within the Frog Pond West neighborhood. Once authorized, Clackamas County will pay to the City the agreed upon compensation amount within 30 days, fulfilling the terms of the IGA.

TIMELINE:

City acceptance of the jurisdictional surrender by Clackamas County for the identified portions of Stafford Road and Frog Pond Lane fulfills the terms of the IGAs. The agreed upon compensation will be paid by Clackamas County to the City of Wilsonville within 30 days of the acceptance.

CURRENT YEAR BUDGET IMPACTS:

Upon City acceptance of the Clackamas County jurisdictional surrender for the subject roads, the City will receive compensation in the amount of \$45,446.00. No other current year budgetary impacts will result from the roadway jurisdiction transfer.

COMMUNITY INVOLVEMENT PROCESS:

The Frog Pond West Master Plan included an extensive public engagement program that resulted in the identification of existing Clackamas County roadways, Frog Pond Lane and Stafford Road, to be incorporated into the future Wilsonville transportation system as development in Frog Pond occurs over time.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The transfer of roadway jurisdiction to Wilsonville will allow the City to have authority over design and construction standards of the subject roadways, ensuring the roadways will comply with Wilsonville standards, the Frog Pond West Master Plan, and the Wilsonville Transportation System Plan. Jurisdiction transfer will clarify road maintenance responsibilities within the Wilsonville city limits and ensure efficient and consistent road maintenance activities within the Frog Pond West neighborhood.

ALTERNATIVES:

The City of Wilsonville acceptance of the Clackamas County jurisdictional surrender of the subject roads is necessary to fulfill the terms of the IGAs. If jurisdiction of these roadways is not transferred to the City of Wilsonville, the City will not be able to apply design and construction standards consistent with the Frog Pond West Master Plan and Wilsonville Transportation System Plan and will instead be determined by Clackamas County.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Vicinity Map
2. Resolution No. 3093
 - A. Clackamas County Board Order No. 2023-100 – Jurisdictional Transfer of Stafford Road and Frog Pond Lane



RESOLUTION NO. 3093**A RESOLUTION OF THE CITY OF WILSONVILLE ACCEPTING THE JURISDICTIONAL SURRENDER FOR A PORTION OF SW STAFFORD ROAD AND SW FROG POND LANE BY CLACKAMAS COUNTY PURSUANT TO OREGON REVISED STATUTE 373.270.**

WHEREAS, Oregon Revised Statute (ORS) 373.270 provides a mechanism to surrender jurisdiction of a county road within a city's jurisdictional boundary to a city; and

WHEREAS, the Board of County Commissioners of Clackamas County (County) adopted Board Order No. 2023-100, attached hereto as **Exhibit A**, on October 5, 2023 which offers to surrender jurisdiction of a portion of SW Stafford Road (County No. 1208) and SW Frog Pond Lane (County No. 2362) to the City of Wilsonville; and

WHEREAS, all of the subject segments of SW Stafford Road and SW Frog Pond Lane have been within the Wilsonville corporate limits since at least March 13, 2023; and

WHEREAS, the City desires full and absolute jurisdiction over the subject portion of roads for all purposes of repair, construction, improvement, and levying and collection of assessments; and

WHEREAS, the City desires the same jurisdiction over the subject portion of roads as by its charter and the laws of the state that are given or granted the City over public streets and alleys.

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

Section 1. The surrender of jurisdictional authority by the Board of County Commissioners of Clackamas County over the portion of public right-of-way described and illustrated in **Exhibit A**, attached hereto and incorporated herein, is accepted by the City of Wilsonville pursuant to ORS 373.270.

Section 3. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of November, 2023, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

- A. Clackamas County Board Order No. 2023-100 – Jurisdictional Transfer of Stafford Road and Frog Pond Lane

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the
City of Wilsonville, jurisdiction over
SW Stafford Road County No. 1208
DTD No. 30054 and Frog Pond Lane
County No. 2362 DTD No. 30031

Board Order No. 2023-100

Page 1 of 2

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Wilsonville, and the preceding negotiation between the City of Wilsonville and Clackamas County Department of Transportation and Development to transfer the following roads, as more particularly described in Exhibit A (1-4), and as depicted in Exhibit B (1-4), all of which are attached hereto and incorporated herein:

<u>Road Name</u>	<u>CR #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
SW Stafford Road	1208	30054	MP 0.23	MP 0.50	68,978
Frog Pond Lane	2362	30031	MP 0.00	MP 0.52	90,442

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Wilsonville Spokesman on 09/07/23,09/14/23,09/21/23,09/28/23; now therefore,

IT IS HEREBY ORDERED that Clackamas County offers to surrender jurisdiction of SW Stafford Road and Frog Pond Lane described above to the City of Wilsonville such that full and absolute jurisdiction of said roadways for all purposes, including repair, construction, improvement and the levying and collection of assessments, therefore be transferred to the City of Wilsonville and shall vest as of the date the City of Wilsonville accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

IT IS FURTHER ORDERED that this offer shall be withdrawn unless it is accepted by the City of Wilsonville within one year of the date of this order; and,

IT IS FURTHER ORDERED that, upon acceptance by the City of Wilsonville of the County's offer to surrender jurisdiction pursuant to ORS 273.270(5), the portion of roadway described herein, 159,420 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the
City of Wilsonville, jurisdiction over
SW Stafford Road County No. 1208
DTD No. 30054 and Frog Pond Lane
County No. 2362 DTD No. 30031

Board Order No. 2023-100

Page 2 of 2

IT IS FURTHER ORDERED that
copies of this Order be submitted to the Clackamas County Clerk's office for recording
and that copies be subsequently sent without charge to the Clackamas County Surveyor,
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this 5th day of October, 2023.

BOARD OF COUNTY COMMISSIONERS



Chair



Recording Secretary

Exhibit "A-1"

SW Frog Pond Lane Transfer of Jurisdiction

Clackamas County to the City of Wilsonville

Description

A portion of SW Frog Pond Lane (C.R. No. 2362), lying in the Southeast $\frac{1}{4}$ of Section 12, Township 3 South, Range 1 West Willamette Meridian, Clackamas County Oregon, and more particularly described as follows:

All of that portion of said SW Frog Pond Lane lying west of the westerly right of way of SW Stafford Road (Market Road No. 12) and East of the northerly extension of the easterly boundary line of that property described in Document Number 1999-022102 of the Clackamas County Deed Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian W. Paull

OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12-31-24

Exhibit "A-2"

SW Stafford Road Transfer of Jurisdiction
Clackamas County to the City of Wilsonville

Description

A portion of SW Stafford Road (Market Road No. 12), lying in the Southeast $\frac{1}{4}$ of Section 12, Township 3 South, Range 1 West & the Southwest $\frac{1}{4}$ of Section 7, Township 3 South, Range 1 East Willamette Meridian, Clackamas County Oregon, and more particularly described as follows:

All of that portion of SW Stafford Road (Market Road No. 12) lying south of an easterly extension of the Northerly right of way of Frog Pond Lane (C.R. No. 2362), and North of an easterly extension of the Northerly boundary line of that property described in Document No. 2019-049723 of the Clackamas County Deed Records. Said line also being the Northerly end of that portion of SW Stafford Road previously annexed and transferred by Board Order 2019-053.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian W. Paull

OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12-31-24

Exhibit "A-3"

SW Frog Pond Lane Transfer of Maintenance

Clackamas County to the City of Wilsonville

Description

A portion of SW Frog Pond Lane (C.R. No. 2362), lying in the Southeast $\frac{1}{4}$ of Section 12, Township 3 South, Range 1 West Willamette Meridian, Clackamas County Oregon, and more particularly described as follows:

All of that portion of said SW Frog Pond Lane West of the northerly extension of the easterly boundary line of that property described in Document No. 99-022102 and East of the easterly boundary line of that property described in 97-018310 of Clackamas County Deed Records.

having a length of 1427 feet and an area of 47,096 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian W. Paull

OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12-31-24

Exhibit "A-4"

SW Stafford Road Transfer of Maintenance
Clackamas County to the City of Wilsonville

Description

A portion of SW Stafford Road (C.R. No. 1208/M.R. No. 12), lying in the Southeast $\frac{1}{4}$ of Section 12, and the Southwest $\frac{1}{4}$ of Section 7, Township 3 South, Range 1 West Willamette Meridian, Clackamas County Oregon, and more particularly described as follows:

All of that portion of said SW Stafford Road bounded by the southerly boundary of the Wilsonville City limits, located at mile marker 0.50 and mile marker 0.32, being the easterly extension of the northerly right of way of Frog Pond Lane (C.R. 2362),

having a length of 890 feet and an area of 41,265 square feet, more or less.

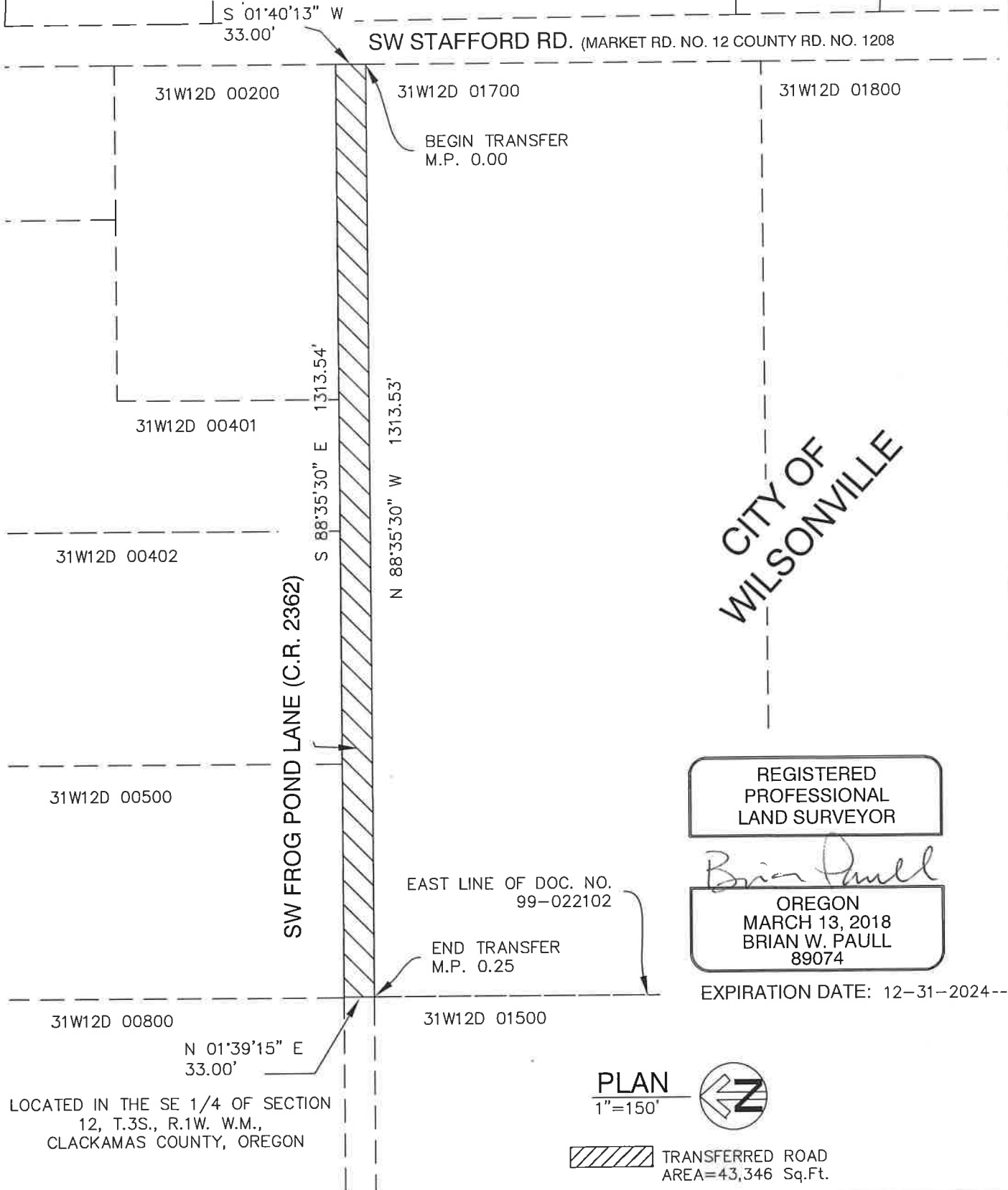
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian W. Paull

OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12-31-24

EXHIBIT "B-1"



DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: BWP

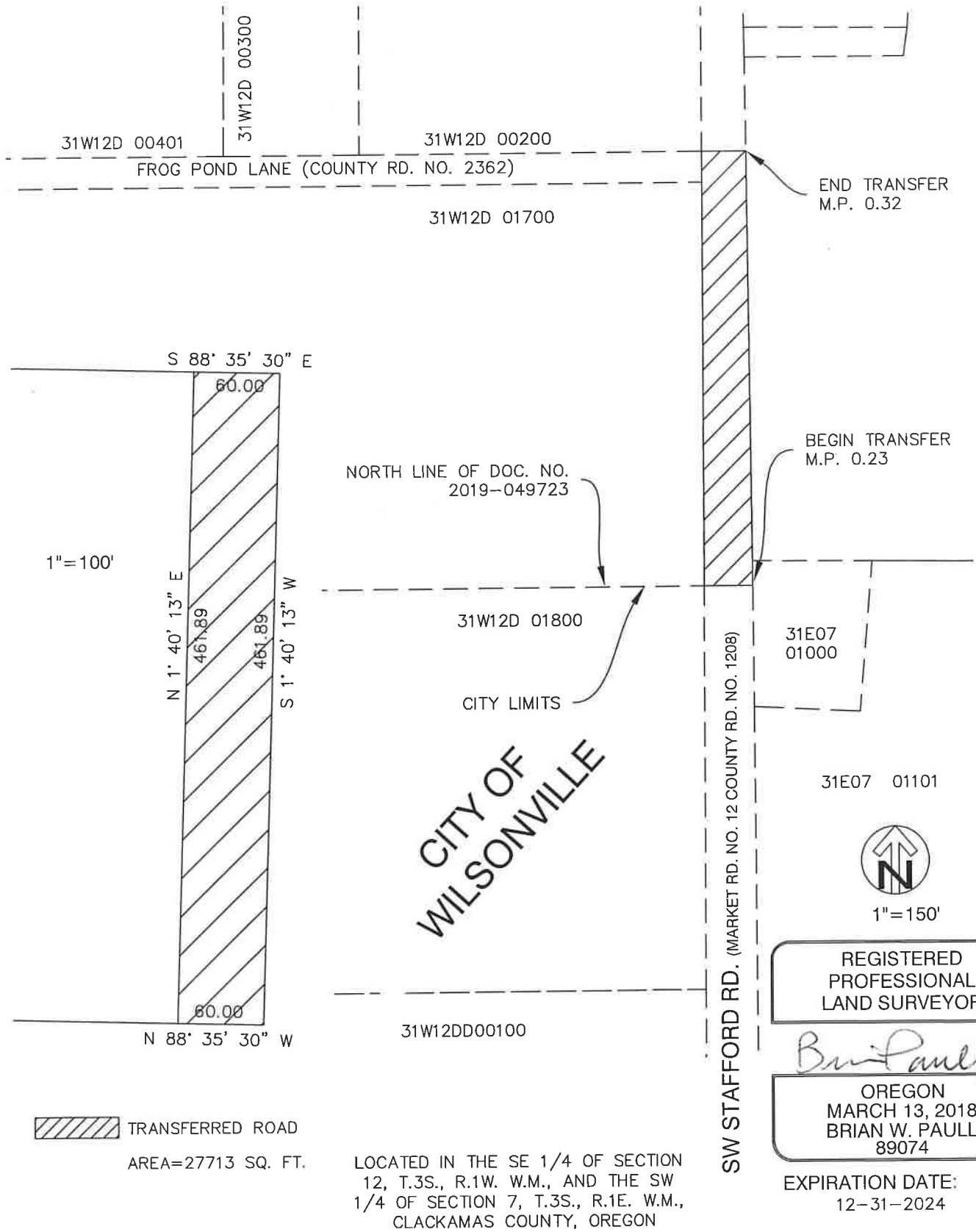
DATE: 08/18/2020

JURISDICTIONAL TRANSFER OF A
PORTION OF SW FROG POND
LANE

SHEET

1 OF 1

EXHIBIT "B-2"



DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: BWP DATE: 08/18/2020
JURISDICTIONAL TRANSFER OF A
PORTION OF SW STAFFORD ROAD
MARKET RD. NO. 12 COUNTY RD. NO. 1208

SHEET
1 OF 1

EXHIBIT "B-3"

LOCATED IN THE SE 1/4 OF SECTION
12, T.3S., R.1W. W.M.,
CLACKAMAS COUNTY, OREGON

31W12D 01700

31W12D 00500

BEGIN TRANSFER
M.P. 0.25

31W12D 01501

31W12D 01400

CITY OF
WILSONVILLE

31W12D 00800

31W12D 00700

31W12D 01200


31W12D 01101

31W12D 01100

SW FROG POND LANE (C.R. 2362)

PLAN
1"=200'



 TRANSFERRED ROAD
AREA=47,096 Sq.Ft.
LENGTH= 1427 FT.

31W12D 00601

31W12D 02800

END TRANSFER
M.P. 0.52

31W12D 02200

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian W. Paull
OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12-31-2024

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



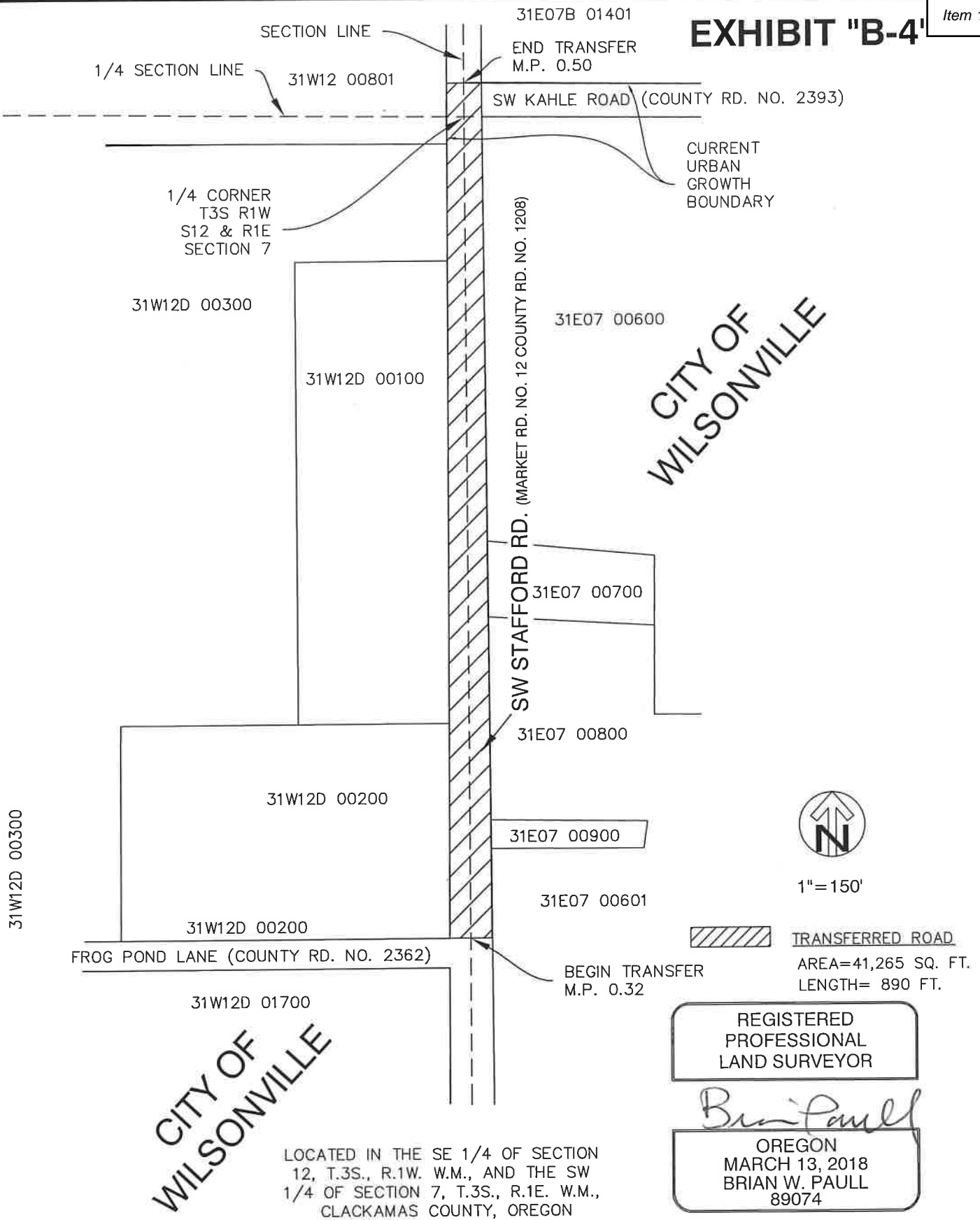
BY: BWP

DATE: 06/072022

JURISDICTIONAL TRANSFER OF A
PORTION OF SW FROG POND
LANE

SHEET

1 OF 1

EXHIBIT "B-4"

EXPIRATION DATE: 12-31-2024

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

BY: BWP

DATE: 06/7/2022

JURISDICTIONAL TRANSFER OF A
PORTION OF SW STAFFORD ROAD
MARKET RD. NO. 12 COUNTY RD. NO. 1208

SHEET

1 OF 1



CITY COUNCIL MINUTES

October 16, 2023 at 7:00 PM

Wilsonville City Hall & 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, October 16, 2023. Mayor Fitzgerald called the meeting to order at 7:10 p.m., followed by roll call and the Pledge of Allegiance.

PRESENT

Mayor Fitzgerald
Council President Akervall
Councilor Linville
Councilor Berry
Councilor Dunwell

STAFF PRESENT

Amanda Guile-Hinman, City Attorney
Bill Evans, Communications & Marketing Manager
Bryan Cosgrove, City Manager
Chris Neamtzu, Community Develop. Director
Jeanna Troha, Assistant City Manager
Kimberly Veliz, City Recorder
Mark Ottenad, Public/Government Affairs Director
Zoe Mombert, Assistant to the City Manager

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

Motion: Moved to approve the following order of agenda.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

Voting Yea:

Chair Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

MAYOR'S BUSINESS

4. Upcoming Meetings

The Mayor provided detailed reports on the following events:

Willamette Intake Facilities (WIF)

- The Mayor explained that Councilor Dunwell would represent the City of Wilsonville with Willamette Intake Facilities. While Council President Akervall would serve as the alternate member.

Meeting with Regional Solutions Director

- Apprised Council of a recent meeting the Mayor and staff held with Amelia Porterfield, Director of Regional Solutions in the Governor's Office.
- Regional Solutions was a special state agency housed in the Governor's Office that helped to resolve conflicts or advance programs with local governments and state agencies.
- Discussed were a number of important issues that have a City and state agency nexus.
- Most of the time spent was discussing the 10-year-long land-use and policy controversy with the Oregon Department of Aviation (ODA) regarding a litany of problems with the Aurora State Airport.
- The numerous conflicts since 2012 discussed included overhead air traffic, and protection of environmental interests, safety interests, traffic and appropriate representation/role in planning of the airport.
- Also discussed was the proposed study of extending the Westside Express Service (WES) commuter train from Wilsonville to Salem.
- In addition, discussed were issues of concern regarding the proposed Kroger and Fred Meyer merger with Albertson's and Safeway.

Clackamas County Coordinating Committee (C4) Meeting

- At the October meeting of the Clackamas County Coordinating Committee, attendees heard a report from Oregon Department of Transportation staff about the state's declining gas-tax revenues and projected decrease in federal transportation funds.
- As Councilor Dunwell noted from last month's Washington County Coordinating Committee, both state and federal transportation-funding sources are decreasing.
- Since Wilsonville receives a share of state gas-tax dollars, the City would be impacted with reduced amount of state-shared road funding.

Bulky Waste Day

- During the recent Bulky Waste Day, almost 400 vehicles dropped off 54 tons of bulky waste like mattresses, old furniture, refrigerators, washers, dryers, and more.
- Participants donated nearly \$4,000 in cash and gift cards to Wilsonville Community Sharing, the local food-bank and social-assistance agency.
- Republic Services was to host another Bulky Waste Day on, October 21, 2023 for residents of Lake Oswego, Tualatin, and Wilsonville. Toys for Tots would be collected at the event.

League of Oregon Cities (LOC) Conference

- Council attended League of Oregon Cities annual conference last week in Eugene.
- The event offered an opportunity for networking with and learning from other officials.
- The Mayor attended a daylong session on housing where different ways of funding affordable housing was discussed. Attendees also heard a presentation on 3-D printer made houses.

Harvest Festival

- Annual Harvest Festival was to occur on, October 21 2023.
- The family event featured horse and carriage rides, face painting, free pumpkins, story time with Wilsonville Public Library staff, and over 20 craft vendors.
- The Harvest Festival was scheduled to be held from 10:00 a.m. to 1:00 p.m. at the Stein-Boozier Barn in Memorial Park.

Shred Day

- The City and Shred Northwest were sponsoring the annual Shred Day event.
- Wilsonville residents were invited to drop-off sensitive paper documents for secure, on-site shredding from 9:00 a.m. to 2:00 p.m. at City Hall on October 28, 2023.

Emergency Preparedness Fair

- October 28, 2023 from 10:00 a.m. to 12:00 p.m., the City would host the second annual Emergency Preparedness Fair at the Stein-Boozier Barn in Memorial Park.
- The event was an opportunity to learn a few basics about emergency preparedness.
- The "Wilsonville Ready" campaign was a year-round effort to help individuals and families become better equipped to endure the immediate aftermath of an emergency.

Twist Biotech Summit

- Oregon Biotech Summit to be held in Wilsonville at Twist Bioscience on October 25, 2023.
- Twist Bioscience manufactures high-tech semiconductors that contain a layer of synthetic DNA, as well as computer chips used in the research and development of all kinds of things from medicines to medical research devices.

Oregon Economic Development Association (OEDA) Award

- The City of Wilsonville was named the winner of two statewide awards by the Oregon Economic Development Association for excellence in economic development:
 - The Award for Business Development Success Story for the recruitment of Twist Bioscience; and
 - The Award for Urban Renewal Project of the Year for the Wilsonville Investment Now (WIN) business-investment incentive program.
- The Mayor congratulated City staff for their diligence and attention for innovation, and for getting all the amazing resources together to be able to receive such an important award.
- Economic Development staff, Matt Lorenzen and previously Jordan Vance, was recognized for setting up and administering the successful WIN program.

35th Anniversary of Kitakata Sister City

- The 35th anniversary of the City of Wilsonville's Sister City relationship with the City of Kitakata, Japan was recognized.
- The original signing of the Sister City agreement occurred on October 17, 1988, by Mayors Bill Stark and Yoichiro Iino in the Wilsonville City Council Chambers.
- The original intent of the agreement, which remains the same today, was to "deepen the understanding and friendship between the two cities through programs in such fields as education, culture, and economy."
- The former non-profit, Wilsonville Sister City Association, organized and held student exchanges between the two cities for 32 years.
- The City assumed responsibilities for the Sister City program in 2020 and created the Kitakata Sister City Advisory Board.
- A group from Japan composed of 13 students, ages 12 to 15, and 2 chaperones would visit Wilsonville and stay with local host families from October 28, 2023 to November 5, 2023.
- The Mayor planned to host one of the chaperones who work for the Aizu-Kitakata International Association.
- The group would visit local schools, and take a number of daytrips around the region, including visiting local farms and Silver Falls State Park.
- Members of the City Council planned to visit Kitakata in 2024 as part of a 35th anniversary celebration.

City Council Meeting

- The next City Council meeting was scheduled for Monday, November 6, 2023.

5. Declaration of State of Emergency - Mediterranean Oak Borer (MOB)

The Mayor declared a local State of Emergency that allowed the City to deal immediately with the recently discovered infestation of Mediterranean Oak Borer (MOB). The MOB attacks White Oak trees that are in stress or otherwise in some state of decline.

The City worked with the Oregon Departments of Agriculture and Forestry to remove and incinerate infected dead trees, and sought a safe pesticide treatment.

The Mayor recalled you could not just cut down and leave the trees. Nor, can you use them for firewood. Therefore, the emergency declaration allowed the City to work with the State to bring in a gigantic incinerator, to properly burn.

The City Attorney explained as part of the City's emergency operations plan, it is required that Council ratify the declaration of the state of emergency with a motion.

The Mayor requested a motion from Council.

Motion: Moved to ratify the Declaration of State of Emergency for the Mediterranean Oak Borer (MOB) response, which concludes/expires 5:00 p.m. on Friday, December 29, 2023 unless it is extended at that time.

Motion made by Councilor Akervall, Seconded by Councilor Linville.

The Community Development Director explained the incinerator was a new device that the Oregon Department of Agriculture purchased. Furthermore, the very first time it was operated was last Monday. The incinerator was mobilized to the future site of the Advanced Road community park, a 10-acre vacant piece of property owned by the City. The machine was then headed to Forest Grove where it was going to be exclusively burning ash trees that are infected by the Emerald Ash Borer.

Staff hoped the device would return to Wilsonville in the winter for continued operation. In the meantime, staff would continue to investigate appropriate ways to dispose of the infected wood. It was mentioned that staff was looking at a landfill in Hillsboro for deep burial of the infected debris. Another, option being explored was transporting covered truckloads of the infected debris to the Covanta plant in Brooks.

The City Manager assigned a team of staff to meet weekly, prepare a response plan, logistics, communications, and expenses. Moreover, the team would investigate disposal methods, which were expensive.

Staff reiterated disposal of the infected trees was critical. However, now there were more questions than answers. As staff learns, more about the pest they would provide guidance to the community.

Council was told the current focus was largely on the public trees. However, if they were to see an obvious dead tree on private property they would communicate with the owner. It was shared, as the leaves fall off the trees it is harder to observe the health of the trees. Moreover, staff would continue to monitor the trees that received an application of insecticide and fungicide.

Voting Yea:

Chair Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

COMMUNICATIONS

There was none.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

There was none.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

6. Council President Akervall

Council President Akervall provided detailed reports on the following events she attended:

- League of Oregon Cities (LOC) annual conference in Eugene from October 12-14, 2023.
- Wilsonville Childcare Consortium meeting, which was also attended by Representative Neron.
- Regional Water Providers Consortium meeting, where a revised consortium IGA was presented and passed by members.

Council President Akervall provided details on future happenings:

- Urban Renewal Task Force meeting on October 18, 2023.
- Kitakata Sister City Exchange at the end of October 2023, encouraged community members to welcome the exchange students.

7. Councilor Linville

Councilor Linville provided detailed reports on the following events she attended:

- Opioid Settlement Prevention, Treatment and Recovery Board (OSPTR) on October 4, 2023.
- Overflight demo presentation on October 11, 2023.
- League of Oregon Cities (LOC) annual conference in Eugene from October 12-14, 2023.

Councilor Linville reported she planned to attend the following:

- Clackamas Cities Association (CCA) Dinner on October 26, 2023 hosted by the City of Gladstone.
- Greater Portland Inc. (GPI) Small Cities Consortium meeting later that week.
- Kitakata Sister City Exchange Welcome Breakfast on October 30, 2023.

8. Councilor Berry

Councilor Berry provided detailed reports on the following events she attended:

- Clackamas County Coordinating Committee (C4) on October 5, 2023.
- League of Oregon Cities (LOC) annual conference in Eugene from October 12-14, 2023.

Councilor Berry reported she planned to attend the following:

- Clackamas County Coordinating Committee (C4) Subcommittee on October 18, 2023.
- Clackamas Cities Association (CCA) Dinner on October 26, 2023 hosted by the City of Gladstone.

9. Councilor Dunwell

Councilor Dunwell provided detailed reports on the following events she attended:

- Washington County Coordinating Committee meeting on October 16, 2023.
- Willamette Falls and Landings Heritage Area Coalition (WFLHAC) meeting on October 16, 2023.
- Storywalk Ribbon Cutting on October 13, 2023.

CONSENT AGENDA

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

10. **Resolution No. 3017**

A Resolution Of The City Of Wilsonville Authorizing An Intergovernmental Agreement For The Frog Pond Primary Site Infrastructure Between The City Of Wilsonville And West Linn-Wilsonville School District.

11. **Resolution No. 3023**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Enter Into The Third Amendment To Communications Site Lease Agreement With New Cingular Wireless PCS, LLC.

12. Minutes of the October 2, 2023 City Council Meeting.

Motion: Moved to approve the Consent Agenda as read.

Motion made by Councilor Linville, Seconded by Councilor Akervall.

Voting Yea:

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

Vote: Motion carried 5-0.

NEW BUSINESS

There was none.

CONTINUING BUSINESS

There was none.

PUBLIC HEARING

There was none.

CITY MANAGER'S BUSINESS

There was none.

LEGAL BUSINESS

There was none.

ADJOURN

The Mayor adjourned the meeting at 7:59 p.m.

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: November 6, 2023		Subject: Resolution No. 3081 A Resolution adopting the City of Wilsonville Public Art Program Policy and Guidelines Staff Member: Erika Valentine, Arts and Culture Program Coordinator Department: Parks and Recreation	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: Arts, Culture, and Heritage Commission (ACHC) recommends approval of proposed Public Art Program Policy and Guidelines.	
Staff Recommendation: Staff recommends Council adopt Resolution No. 3081.			
Recommended Language for Motion: I move to adopt Resolution No. 3081.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: 5.3 Establish the Arts and Culture Board (and fund a feasibility study for performing arts facility.)		<input checked="" type="checkbox"/> Adopted Master Plan(s): Arts, Culture, and Heritage Strategy – Adopted 2020 <input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Adoption of Resolution No. 3081 approves the proposed City of Wilsonville Public Art Program Policy and Guidelines as recommended to City Council by the Arts, Culture, and Heritage Commission (ACHC) on September 20, 2023.

EXECUTIVE SUMMARY:

The City of Wilsonville Public Art Program Policy and Guidelines provides essential framework for the City to develop and grow a legitimate public art program. The City has never had a public art policy, despite having a robust public art collection.

BACKGROUND:

The City of Wilsonville has a robust public art collection of over 20 pieces, however, there has never been a public art policy to guide or manage the program. A public art policy is the first step to legitimize, as well as establish the City's public art program. The policy includes goals for the program as well as outlines procedures, processes, best practices and guidelines. Creating a policy is critical to guide the work of city staff and the Arts, Culture and Heritage Commission (ACHC). The policy will also create transparency for both community members and artists, to understand equity regarding the processes for selecting artists, specific designs, final artwork, etc.

The City Council approved [Resolution No. 2857](#), adopting the Arts, Culture & Heritage Strategy (ACHS) in November 2020, which included many key findings including that "public art is recognized as a significant cultural asset in Wilsonville." Additionally, recommendations that came from the ACHS include:

- Recommendation #4, "City forms an Arts and Culture Commission and provides support staffing resource."
- Recommendation #6, "Develop a long-term, sustainable Public Art program," and,

In order to develop a long-term, sustainable public art program, a vision for the program and public art collection is needed, as well as goals and standards, and policies and procedures for commissioning artwork – which is all included in the Public Art Program Policy and Guidelines (Attachment 1 to Resolution 3081).

Public art best practice includes issuing a request for qualifications (RFQ) for a specific project in order to evaluate the artist's experience, aesthetic, body of work, etc. Best practice, resulting in the most successful projects, include selecting an artist and then a back and forth process between the community, City, stakeholders, etc. and the artist(s) so that the artist(s) can create an original piece of work designed specifically for The Client (City of Wilsonville) as well as designed specifically for the physical space and project goals/themes. The majority of the City's current public art collection has not followed these processes, which has resulted in a collection that lacks relativity to the community, residents, and City.

Public art best practice and standards also include multiple panel reviews to evaluate and decide on selected artist(s) and their design/artwork. The ACHC will serve as the primary review panel for public art. In addition to the ACHC, non-voting advisors may also be added to a panel such as site users, adjacent property owners, public art specialists, City staff, etc. The ACHC was formed to be representative of the entire community, thus as it is written in the draft policy the ACHC are the deciding review body when selecting artists and artwork. However, in accordance with

Wilsonville City Code Section 2.313(1)(a), if the cost of a proposed public art project is expected to exceed \$100,000, the City Council must approve the contract for the procurement of the artwork.

The ACHC has been meeting since April 2022 and several meetings have been focused on providing the ACHC with education regarding public art programs, policies and funding. The ACHC has also reviewed the draft policy at multiple meetings. Additionally, the draft policy was circulated to the Executive Team for input and feedback, as well as received a thorough review from the Legal Department. Staff also reviewed several other City's Arts Policies, as well as worked with other public art professionals in the field to review and provide feedback to the policy, including Consultant Bill Flood who completed the City's ACHS.

EXPECTED RESULTS:

An adopted Public Art Program Policy and Guidelines will provide the necessary framework to establish and legitimize the City's public art program. The Policy will enable staff and the ACHC to start Public Art Projects, which will be an asset to the City of Wilsonville.

TIMELINE:

- August 21, 2023 City Council Work Session – Presented Public Art Policy Draft to Council for discussion and feedback
- September 20, 2023 ACHC recommended approval of proposed Public Art Program Policy and Guidelines.
- November 6, 2023 – Adoption of Resolution No. 3081, The City of Wilsonville Public Art Policy and Guidelines

CURRENT YEAR BUDGET IMPACTS:

There are no budget year implications specifically related to policy adoption.

COMMUNITY INVOLVEMENT PROCESS:

The ACHC reviewed and provided feedback on the Public Art Program Policy and Guidelines at their June 21, 2023 meeting. After receiving additional staff input and the Legal Department's review of the draft, staff brought it back to the ACHC and they reviewed it again at their July 19, 2023 meeting.

Staff presented the Public Art Policy and Guidelines to the City Council on August 21, 2023 during Work Session. Staff made minor recommended changes following the Work Session and re-presented the updated Policy and Guidelines to the ACHC at their September 20, 2023 meeting. The ACHC had minimal changes and voted unanimously to forward the proposed Public Art Policy and Guidelines to City Council for final adoption.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Public Art Program Policy and Guidelines will allow the City of Wilsonville to commission additional Public Art pieces that contribute to the City's cultural, social, and economic value over time. Wilsonville will be able to support artists and creatives through a robust public art program, which as a result will invigorate, add meaning and uniqueness to the City and communities. Public art will remain freely accessible.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3081
 - A. City of Wilsonville Public Art Program Policy and Guidelines

RESOLUTION NO. 3081**A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING THE CITY OF WILSONVILLE PUBLIC ART POLICY AND GUIDELINES.**

WHEREAS, on November 16, 2020, the Wilsonville City Council (“Council”) approved Resolution No. 2857 which adopted the Arts, Culture, and Heritage Strategy (the “Strategy”); and

WHEREAS, the Strategy includes the recommendation that the “City forms an Arts and Culture Commission and provides support staffing resource as well as the recommendation to “Develop a long-term, sustainable public art program,”; and

WHEREAS, on December 20, 2021, the Council approved Resolution No. 2941 to create the Arts, Culture, and Heritage Commission; and

WHEREAS, A Public Art Program Policy is necessary to provide goals, standards, procedures and best practices for an established and legitimate public art program; and

WHEREAS, on September 20, 2023 the Arts, Culture, and Heritage Commission of the City of Wilsonville recommended the Council approve the Public Art Program Policy attached hereto as **Exhibit A**.

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

- Section 1. Findings. The Council adopts the above-stated recitals and the staff report accompanying this policy as if fully set forth herein
- Section 2. The Council hereby approves the proposed Public Art Program Policy attached hereto and incorporated by reference herein as **Exhibit A**.
- Section 3. Effective Date. This Resolution is effective beginning November 7, 2023.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of November, 2023, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Public Art Policy and Guidelines

City of Wilsonville

Public Art Policy and Guidelines

I. PURPOSE

Cities gain significant cultural, social, and economic value through public art. Public art is a distinguishing part of our shared history and our evolving culture. It reflects and reveals our society, adds meaning to our cities and uniqueness to our communities. Public art humanizes the built environment and invigorates public spaces. It provides an intersection between past, present and future, between disciplines, and between ideas. Public art is freely accessible.

The purpose of the City of Wilsonville's (the City's) Public Art Program is to promote the acquisition, construction, installation, restoration and maintenance of a public art collection in Wilsonville (respectively, the Public Art Program and the Public Art Collection). The City's Public Art Program is a collaborative endeavor between the City, its community, and artists. The Public Art Collection may include both artworks that are owned by the City and artworks that are leased by the City; references to the "Permanent Public Art Collection" in this policy document (this Policy) are to only artworks that are owned by the City.

This Policy identifies goals, standards, procedures and best practices for the Public Art Program. This Policy must be followed by City staff; the Arts, Culture & Heritage Commission (ACHC); any subcommittee of the ACHC; and all other applicable governing bodies of the City, including, but not limited to, the City Council.

II. HISTORY OF THE PUBLIC ART PROGRAM

The City Council approved [Resolution No. 2857](#), adopting the Arts, Culture & Heritage Strategy in November 2020, which includes:

- Recommendation #6, "Develop a long-term, sustainable public art program," and,
- Recommendation #4, "City forms an Arts and Culture Commission and provides support staffing resource."

The City Council formed the ACHC in December 2021 via [Resolution No. 2941](#), which began meeting in April 2022, and hired an Arts and Culture staff person in November 2022 to propel the recommendations within the Arts, Culture, and Heritage Strategy forward.

The majority of the City's current Public Art Collection was obtained by the nonprofit organization, Wilsonville Citizens for Public Art in the 2000's.

III. KEY OUTCOMES AND GOALS

The City's Mission is: "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."

The ACHC's Mission is: "To enhance the Wilsonville community by supporting, advocating and advising on matters relating to advancing arts, culture & heritage. We strongly believe residents' lives are enriched and enhanced through a thriving arts and culture environment."

The City's Public Art Program supports these missions by developing projects and programs that:

- Celebrate the community;
- Tell and preserve stories that are unique to the City's community (e.g., stories about its history, heritage, culture, landscape, and natural environment);
- Create opportunities for the public to experience and appreciate art outside of traditional settings;
- Foster appreciation of arts, culture, heritage, and the natural environment among the public;
- Foster creativity and freedom of expression among the public;
- Inspire a deeper connection to place, civic pride and a strong sense of community identity among the public;
- Encourage the community to experience art, value art spaces, appreciate diversity and participate in the creative process;
- Increase accessibility and visibility of the arts throughout the community;
- Showcase artwork that intrigues, attracts visitors and broadens the community's experience; and,
- Support creativity by inviting artists to create new, site-specific work, unique to Wilsonville with varied opportunities for a diverse range of artists, mediums and styles.

IV. PUBLIC ART DEFINED

Public Art is defined as original works of art, created by artists that are accessible to the public. Public Art may be placed on land within public view or that is accessible to the public, or in public places such as on City property (e.g., City-owned parks or on the interior or exterior of a City-owned facility). Public Art may be permanent or temporary, fixed or portable, an integral part of a building, facility, park or structure, or integrated with the work of other design professionals and artists.

Public Art includes, but is not limited to:

- Paintings of all mediums, including permanently affixed works such as murals;
- Sculpture, which may be made of any material or combination of materials, free-standing, wall-supported, suspended, kinetic, electronic, or mechanical, and which may include sound or performance;

- Other visual mediums, including, but not limited to, prints, drawings, stained glass, calligraphy, mosaics, photography, film, video, ceramics, fiber or textiles;
- Artwork made of a wide range of materials, including, but not limited to organic natural materials (e.g., clay, wood, or rocks);
- Functional artwork that possesses practical or functional qualities as well as aesthetic ones;
- Temporary artwork or installations (e.g., 'pop up'); and,
- Performance art (e.g., dance, music, theater, and poetry reading).

The following items are not considered Public Art:

- Directional elements such as super graphics, signage or color-coding, except where these elements are an integral part of the original artwork;
- Art objects that are mass-produced from a standard design (e.g., reproductions of original artworks, playground equipment, commercially produced fountains, flags, or banners); and,
- Services or utilities necessary to operate or maintain an artwork (e.g., water supplied to a water fountain).

V. FUNDING

The City's Budget Committee and City Council may consider annual budget allocations to support the City's Public Art Program. Various funding sources (e.g., grants, percent for art ordinance) may be researched and pursued as recommended by the ACHC and directed by the City Council.

The Public Art Program may receive funding from the capital projects process to support art projects that may accompany major capital projects or park development.

VI. MANAGEMENT

A. City Departments

The Public Art Program is managed and administered by the City's Parks and Recreation Department. The City's Parks and Recreation Department may seek input and collaboration from other City departments, as necessary.

With respect to the Public Art Program, City staff duties include, but are not limited to, the following:

- Manage the Public Art Program and facilitate communication among Public Art Program stakeholders (e.g., City departments, the ACHC, artists, and cultural organizations);
- Identify Public Art Program project opportunities and coordinate development of Public Art Program project opportunities identified by the ACHC;

- Implement and manage projects that are a part of the Public Art Program, which includes, but is not limited to:
 - Maintaining and updating all forms and templates related to the Public Art Program, including the Donation/Loan Proposal Form used for in kind donations of artwork;
 - Create and monitor project timelines;
 - Presenting project updates to the ACHC;
 - Administering the artist selection process;
 - Working with the City's Legal Department to manage the contracting process with artists and other Public Art Program participants; and
 - Coordinating community engagement and publicity of Public Art Program projects;
- Oversee, maintain and manage any funds remitted to the City's Parks and Recreation Department in connection with the Public Art Program (e.g., the proceeds from the sale of an artwork in the Public Art Collection) in accordance with this Policy; and,
- Oversee, maintain and manage the Public Art Collection.

B. Consultants

The City may retain the services of one or more consultants to advise City staff on issues arising under the Public Art Program or to oversee an aspect of the Public Art Program, subject to the oversight of City staff.

C. The ACHC

The ACHC serves as an advisory board to the City Council, City departments, and staff that manage the Public Art Program. The ACHC is subject to its [Bylaws, which were ratified by City Council pursuant to Resolution No. 2941](#). The ACHC will regularly review the Public Art Policy and Guidelines and make recommendations to City Council for updates and changes as necessary.

1. Public Art Subcommittee

The ACHC may form a Public Art Subcommittee, appoint members of the Public Art Subcommittee, and may delegate its limited authority to the Public Art Subcommittee. Once a Public Art Subcommittee is formed duties may include:

- Making recommendations to the ACHC regarding the Public Art Program (e.g., potential new members of the Public Art Subcommittee, potential sites for future placement of Public Art, assessing existing collection, steps of artist selection process, etc.);

Public Art Subcommittee members will consist of members of the ACHC.

2. Restriction on Direct Financial Benefit for ACHC Members and Affiliates

If a person serves on the ACHC, that person, their relative(s) and/or any of their businesses (as those terms are defined in ORS 244.020) is not eligible to receive any direct financial benefit from the City's Public Art Program during their tenure on the ACHC. This restriction extends for a period of one year following the end of their service on the ACHC, and indefinitely for projects that were developed or acted upon during their tenure on the ACHC.

VII. ACQUISITION OF PUBLIC ART

The City may acquire artwork for the Public Art Collection in four ways, by: commissioning artwork, purchasing existing artwork, leasing artwork, or accepting a donation of existing artwork.

A. Commission of Artwork

The ACHC may recommend to the City Council or City staff a public artist selection process under this section, subject to compliance with the restrictions in this Policy, any applicable laws, and oversight by City staff.

1. Procurement Processes

City staff are responsible for selecting and undertaking the appropriate procurement process, and ensuring the City's compliance with state and local public contracting laws at all phases of a project:

- Public Improvements. A "Public Improvement" is a project for construction, reconstruction, or major renovation on real property by or for the City (ORS 279A.010(1)(cc)). Generally, artwork will not meet the definition of Public Improvement, but in the event it does, the City will follow state and local public contracting laws and regulations for the selection of the successful bid, including, but not limited to ORS 279C.300 *et seq.* and OAR Chapter 137-049.
- Large Projects That Are Not Public Improvements. A project that is estimated to cost more than small procurement threshold stated in ORS 279B.065 ("Small Procurement") and that is not a "Public Improvement" must be conducted using a request for qualification (RFQ) process in accordance with applicable law and established City processes.

For those artists that are selected as finalists through the RFQ process, the City will provide a request for proposals (RFP), whereby finalists may be asked to develop a preliminary proposal which will be evaluated by a Panel. The City may elect, in its sole and absolute discretion, to remit a small payment to artists who are selected to participate in a RFP process and submit a proposal to the City.

- Small Projects That Are Not Public Improvements. With respect to a project that is a Small Procurement and that is not a "Public Improvement," including temporary art, City

staff may elect to issue a less complex “call for art” application. A call for art application process should be utilized when working with youth artists. A work of art is considered “temporary” if it is accessible to the public for two (2) years or less.

2. Artist Selection Panels

Each artist that participates in the Public Art Program must be selected and approved by an artist selection panel (a Panel, each member being a Panelist). Each Panel must also approve each project proposal submitted by each selected artist.

a. Panel Appointment

The ACHC must designate each Panel, which may be the ACHC itself or the Public Art Subcommittee. The ACHC may appoint non-voting advisors to a Panel, as it deems necessary or beneficial (e.g., site users, public art specialists, City staff).

b. Disclosure of Conflict of Interest

Any member of a Panel is subject to Oregon Ethics Laws concerning conflicts of interest (e.g., ORS Chapter 244).

3. Panel Administration

City staff facilitate and administer Panel activities.

Prior to a Panel’s first meeting, and for each particular project, City staff must:

- Pre-screen applicants to verify that each applicant presented to the Panel meets any minimum qualifications that have been established by City staff;
- Develop goals and specifications that apply to a project;
- Determine which procurement process is appropriate for a particular project; and,
- Send each Panelist a project description along with written instructions outlining the selection process, decisions that must be made by the Panel, his or her duties and responsibilities in this selection process, potential issues or concerns that may affect artist selection, and recommended interview questions.

All project proposals must be reviewed by the Community Development Department to ensure all permitting, construction, building, public safety, and other regulatory issues have been addressed and, where applicable, mitigated prior to final selection of an artist.

4. Artist Roster

City staff may maintain a list of pre-qualified artists, which should be updated periodically. This list should include established and emerging artists; and, local, regional and national artists. Further, this list should include any known information regarding each artist’s medium, and fee

range. Local Arts non-profit organizations and City's with Public Art Programs often maintain rosters which may be used as a resource by City staff to develop this list.

5. Evaluation Criteria

Panelists must consider the following characteristics to evaluate artists and project proposals from artists:

- Satisfaction of acceptance criteria outlined in Section VII.D;
- Artistic excellence and quality;
- Ability to respond to the specific contextual issues and considerations of a particular project, site location, its community and users;
- Ability to successfully manage all aspects of the project including budgets, committees, sub-contractors, installers, fabricators and other construction and administrative logistics;
- Credentials including experience, past clients, training and critical or other professional recognition;
- Connection between the proposed project and the City's community or region;
- Willingness and experience working with input from the community and various stakeholders; and,
- Ability to contribute to both the diversity of artwork (temporary or permanent, style, scale, media) and artists (local and non-local, ethnic heritage, gender, etc.) represented in the Public Art Collection.

If an artist presents a project proposal, Panelists must also consider the following factors:

- The proposed materials, their characteristics (e.g., aesthetics, durability, ease of maintenance, susceptibility to theft or vandalism), and their appropriateness for the project;
- The proposed method of installation;
- The safety of the proposed artwork; and,
- The proposed budget and cost of the project.

6. Ineligibility and Eligibility Criteria

Artists are not eligible for consideration if they are currently engaged in a Public Art Program project, nor are artists be eligible to receive more than one commission in connection with the Public Art Program in a three-year period. This criterion is designed to foster a broad and diverse Public Art Collection.

City staff may establish other ineligibility or eligibility criteria.

7. Approval by Panel

Panel decisions are made by a vote of a simple majority of Panelists.

The Panel may impose conditions of approval regarding deadlines or timelines, necessary permits, or any other details deemed significant by the Panel.

Panelists may elect to not recommend any artist for a project, in which case City staff may recommend another artist selection process or an alternative process to the ACHC.

8. Approval by the ACHC

The ACHC must approve the selection of an artist to participate in the Public Art Program. If the Panel did not consist of the entire ACHC, the Panel must forward its recommendation to the ACHC for approval. If the ACHC disagrees with the Panel's recommendation, it must direct City staff to reconvene the Panel and designate a representative to present specific concerns to the Panel for its consideration.

9. Approval by City Council

In accordance with Wilsonville City Code Section 2.313(1)(a), if the cost of a proposed Public Art project is expected to exceed \$100,000, the City Council must approve the contract for the procurement of the artwork.

B. Purchase of Artwork

Before purchasing an artwork for the Public Art Collection, City staff must establish that the artwork meets at least one of the following criteria:

- The proposed artwork relates to a program, building or event in the City;
- The proposed location for the artwork is unique and none of the existing artworks in the Public Art Collection are appropriate for the proposed location; or
- More than 50% of the cost of the proposed artwork is being funded through grants and or donations.

Before the ACHC conducts its review of a proposed purchase of artwork, City staff must compile a packet that includes the following materials:

- Information about the artwork proposed to be purchased, including, but not limited to, photographs, slides, renderings, descriptions of size, weight, medium, year of creation, maintenance requirements;
- The artist's resume or other information about the artist's background; and,
- Documentation establishing the seller as the clear and unencumbered titleholder of the artwork.

The ACHC must consider a proposed purchase of artwork using the acceptance criteria outlined in Section VII.D before recommending approval of the City's purchase of an artwork.

C. Donations

The ACHC must review all donation applications and may recommend acceptance or refusal of a donation. The ACHC may make recommendations regarding donated artwork (e.g., regarding siting, installation, maintenance, long-term conservation and funding requirements, and Deaccession) to City staff once artwork is accepted into the Public Art Collection, or on an ongoing basis.

1. Monetary Donation

The ACHC must review all proposed monetary gifts and may recommend acceptance or refusal of a donation. The ACHC's review of a proposed monetary gift must include a review of a writing from the proposed donor that gives some information about the donor's background, and that states any stipulations regarding the use of proposed donation; further, the ACHC must consider any recommendations from City staff.

If there are stipulations on the use of the funds, City staff must provide a recommendation to the ACHC after reviewing for feasibility and appropriateness.

2. In-Kind Donation

Before the ACHC conducts its review of an in-kind donation (i.e., a donation of artwork), City staff must compile an application packet that includes the following materials:

- A Donation/Loan Proposal Form;
- Information about the artwork being offered for donation, including, but not limited to, photographs, slides, renderings, descriptions of size, weight, medium, year of creation, maintenance requirements;
- The artist's resume or other information about the artist's background; and,
- Documentation establishing the donor as the clear and unencumbered titleholder of the artwork.

The ACHC must consider a proposed artwork to acquire by using the acceptance criteria outlined in Section VII.D before recommending the City acquire an artwork.

The City may accept donated artwork without a valuation for tax purposes. City staff must clearly communicate to the donor that the City disclaims responsibility for establishing the value of the donated artwork.

3. Gifts of State

The City, through its Mayor, City Council or various agencies, periodically receives gifts of artwork from official representatives of other cities, states and governmental agencies. City staff must refer all such "gifts of state" to the ACHC for its recommendations.

D. Acceptance Criteria Applicable to All Public Art Program Artworks

The ACHC must review any proposed commission, lease, purchase, or donation of artwork for artistic merit, site appropriateness, potential liability, safety, cost of installation, cost of maintenance and any seller or donor stipulations to approve or deny the gift. An artwork may not be accepted into the Public Art Collection if the following criteria are not satisfied, which must be determined and documented by the ACHC, in consultation with City staff, prior to accession:

- The artwork must be an original and unique work, or a limited edition artwork;
- The artwork may not be a duplicated copy or reproduction;
- If the authenticity of an artwork could reasonably be questioned, it must be authenticated by a reputable authority;
- There must be a budget allocation available for the acquisition and other associated costs (e.g., transportation, installation of the artwork, installation of a plaque or signage, and maintenance); and,
- The City must be able to adequately and safely display, and maintain and reasonably secure the artwork.

Factors affecting these considerations may include materials, construction, durability (long and short term, depending on the intended life of the artwork), maintenance requirements, repair costs, potential for theft or vandalism, public access, and safety.

VIII. LEGAL REQUIREMENTS

A. Compliance with Law

Regardless of how an artwork is accepted into the Public Art Collection, City staff must ensure compliance with all applicable federal, state, and local laws and regulations during all phases of the acquisition process, including, but not limited to:

- Oregon Revised Statutes Chapters 279A through C, regarding Public Contracting – Public Procurements, as applicable
- Oregon Revised Statutes Chapter 244, regarding Government Ethics
- Wilsonville City Code Sections 2.311 to 2.319, regarding Public Contracts
- Wilsonville City Code Chapter 3, regarding City Property
- Wilsonville City Code Chapter 9, regarding Structures (the City of Wilsonville Building Code)
- The Visual Artists Rights Act of 1990

City staff must work with the City Attorney to determine which laws are applicable to a particular project or process, and to develop a compliance strategy.

B. Artist Agreements

Regardless of how an artwork is accepted into the Public Art Collection, before the City takes possession of the artwork, City staff must ensure that each artist who may have rights to the

artwork has signed a contract with the City that details the terms and conditions that apply to the parties' relationship, including, but not limited to:

- The City's requirements or any applicable specifications;
- Any City obligations (e.g., the City's agreement to display the artwork for a certain period of time);
- Any fee payable to the artist;
- Any deadlines applicable to the artist's work;
- If the seller or donor is the artist, a disclosure of the artist's designated heir(s) or legally recognized representative(s) (the Successors), an obligation for the artist to update the City of any changes to his or her Successors, and an acknowledgement that the City has no obligation to independently identify or locate the artist's Successors when the artwork is Deaccessioned; and
- The City's rights to Deaccession or decline to display the artwork.

Such contracts must clearly specify whether: (a) title to the artwork will be merely licensed or leased to the City on a temporary basis, and the artist will retain his or her rights under the Visual Artists Rights Act of 1990 (VARA), or (b) the City will take title to the artwork, and the artist will waive his or her rights under VARA. Any waiver of rights under VARA must be specific and explicit.

C. Transfer of Title

City staff must consult with the City Attorney to determine whether it is necessary or beneficial for clear title to the artwork to be transferred to the City. If transfer of clear title is necessary or beneficial, as determined by City staff, City staff must ensure that before an artwork is accepted into the Public Art Collection, the City receives a signed bill of sale from the donor(s), owner(s) or artist(s) in a form that is approved by the City Attorney.

IX. MAINTENANCE

A. Regular Maintenance

The City recognizes that maintenance of artwork on a regular basis is essential to maintain its integrity and condition. City staff must reasonably assure that all art work on public land is properly cleaned and protected, taking into account the recommendations of the artist as stated in the maintenance criteria provided by the artist during installation.

B. Restoration

This section applies to only the Permanent Public Art Collection.

If an artwork requires major repair work, the City must give the original artist the opportunity to do the repair for a reasonable fee. If the City and the original artist disagree regarding what constitutes a reasonable fee, City staff may solicit bids for the repair from three other qualified sources. If the fee payable to the original artist can be renegotiated within the range of the three

other bids, the City may work with the original artist to complete the repair. If the original artist does not agree to a fee that is within the range of the other three bids, the City is not required to work with the original artist to complete the repair.

Minor repair work, or damage or vandalism to the base, plaque, frame, lighting or other elements of an artwork that are not considered to be a part of the actual artwork may be repaired as needed by City staff or contractors without consulting or collaborating with the original artist. The City may decide, in its sole discretion, if a repair is major or minor.

If Damage to an artwork constitutes a health or safety risk to the community, the City may remove the art or make emergency repairs as needed, in its sole discretion, without contacting or consulting with the original artist.

C. Funding for Maintenance and Restoration

Maintenance and restoration of the Public Art Collection is funded by the Parks and Recreation Department as approved by Council as part of its annual budget process.

X. DEACCESSION

Deaccession is the process of removing a work from the Public Art Collection. Deaccession is a sensitive matter and should be managed by clear criteria. The ACHC may recommend approval any decision to Deaccess an artwork in the Public Art Collection using the acceptance criteria outlined below.

This section applies to only the Permanent Public Art Collection.

A. Deaccession Criteria

An artwork may be Deaccessioned only if at least two of the following criteria are satisfied:

- The condition or security of the artwork cannot be guaranteed, or the City cannot properly care for or store the artwork
- The artwork requires excessive maintenance
- The artwork has serious faults in design or workmanship
- The condition of the artwork requires restoration in excess of its monetary value, or is in such a deteriorated state that restoration would prove either unfeasible or would render the work essentially false
- The artwork is of poor quality or is judged to have little artistic merit, historic or cultural value
- The site for the artwork has become inappropriate, is no longer accessible to the public, is unsafe or is due to be demolished
- Significant changes to the use, character or design of the site require the re-evaluation of the relationship of the artwork to the site
- The work can be sold to finance, or can be traded for, a work of greater importance by the same artist

- There has been sustained and overwhelming public objection to the artwork
- A written request from the artist has been received to remove the work from public display

If artwork, damaged or otherwise, constitutes a health or safety risk to the community, the City may remove, Deaccession or relocate the artwork as needed, in the City staff's sole discretion, without contacting the artist.

B. Initiation

Deaccession may be initiated by City staff, the City Council, the ACHC, the artist, or the artist's Successors. The initiating party must submit the Deaccession request to City staff overseeing the Public Art Program, and must include the following information:

- Any applicable Deaccession criteria (outlined above),
- Any additional reasons why the artwork should be Deaccessioned, and,
- An explanation of the initiating party's relationship to the artwork and stake in Deaccession.

A Deaccession request is first reviewed by City staff, who must make a reasonable effort to contact the artist, any Successors, and any other known parties with a vested interest in the artwork. City staff must work with the City Attorney to ensure that any Deaccession process complies with any applicable laws.

City staff must facilitate the ACHC's review and approval or disapproval of a Deaccession request.

C. Artist's Right of First Offer

If the ACHC has approved the Deaccession of an artwork, when reasonably possible, City staff must provide the artist or his or her Successors (as applicable), the opportunity to purchase the artwork for fair market value (as determined by a qualified art appraiser that is selected by City staff). If the artwork is determined to be of negligible value, the artist or his or her Successors (as applicable), must be given the opportunity to claim the artwork at their own cost. The artist or his or her Successors must elect to exercise their right to purchase or claim an artwork under this section within a reasonable period of time, which may be determined by City staff in their sole discretion.

D. Deaccession

If the artist or his or her Successors do not elect to purchase or claim an artwork within a reasonable time frame, the City, at its discretion, may use any of the following methods to Deaccess the Artwork:

- Sale through an art dealer or by auction
- Trade or exchange of for another artwork

- Donation of a Deaccessioned artwork to a non-profit organization, institution or agency
- Destruction

An artwork may be destroyed in only the following circumstances:

- The entire artwork has been damaged or has deteriorated;
- Most of the artwork has been damaged or has deteriorated, any remaining intact parts of the artwork are deemed to have negligible value, and the artist or his or her Successors are not willing to claim the remaining parts at the artist's own cost (or City staff is unable to contact the artist or his or her Successors to coordinate their claim of the remaining parts);
- Public safety considerations support destroying the artwork; or,
- The City determines that no other method of Deaccession is feasible or cost effective.

E. Use of Proceeds

Any revenue received from the sale of a Deaccessioned artwork must be remitted to the City's Parks and Recreation Department, and must be used to acquire new artworks or maintain artworks within the Public Art Collection.

XI. EDUCATION AND OUTREACH

City staff or the ACHC may recommend that the City sponsor or provide events and activities designed to foster a greater understanding of art by the City's constituents, and build community ownership of and participation in the Public Art Collection. These events and activities may include the following: workshops; artist lectures; public art tours; cooperative programs with schools and community organizations; performances; temporary projects; and, the creation and distribution of promotional information, including press releases, public service announcements, and brochures.

XII. WILSONVILLE PUBLIC LIBRARY

The Wilsonville Public Library (Library) has a robust collection of donated, loaned and commissioned artworks of various mediums. The Library may manage its art collection independent of the ACHC, which includes, but is not limited to, the following activities: managing art donations to the Library, maintaining the art gallery housed in the Library, and, Deaccessioning or re-siting works within the Library's collection. When applicable and reasonable, the Library must follow the policies and procedures outlined in this policy.

Should the Library wish to commission an artwork such as a mural or permanent sculpture, Library staff must work with City staff who oversee the Public Art Program to discuss potential opportunities for collaboration.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: November 6, 2023		Subject: Resolution No. 3083 A Resolution of the City of Wilsonville Adopting the Arts, Culture, and Heritage Commission (ACHC) FY 2023/24 Five-Year Action Plan and Annual One-Year Implementation Plan. Staff Member: Erika Valentine, Arts and Culture Program Coordinator Department: Parks and Recreation	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: Arts, Culture, and Heritage Commission (ACHC) recommended adoption of the plan at their September 20, 2023 meeting.	
Staff Recommendation: Staff recommends Council adopt Resolution No. 3083.			
Recommended Language for Motion: I move to adopt Resolution No. 3083.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: 5.3 Establish the Arts and Culture Board (and fund a feasibility study for performing arts facility.)		<input checked="" type="checkbox"/> Adopted Master Plan(s): Arts, Culture, and Heritage Strategy – Adopted 2020 <input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Adoption of Resolution No. 3083 approves the Arts, Culture, and Heritage Commission (ACHC) FY 23/24 Five-Year Action Plan and Annual One-Year Implementation Plan as recommended to City Council by the ACHC on September 30, 2023.

EXECUTIVE SUMMARY:

The ACHC unanimously recommended on September 30, 2023, adoption by Council of FY 2023/24 Five-Year Action Plan and Annual One-Year Implementation Plan.

The FY 2023/24 Five-Year Action Plan and Annual One-Year Implementation Plan for the ACHC is known by the shorthand “1/5-Year Action/Implementation Plan.” This plan summarizes the past year’s work accomplished by the ACHC as well as provides a longer-range five-year plan, and detailed components for the 2023-24 fiscal year.

The work of the ACHC is largely guided by the recommendations and priorities within the Arts, Culture, and Heritage Strategy, which was adopted in 2020. The ACHC began meeting in April 2022 and an Arts & Culture staff person was hired in November 2022. Over the last year the ACHC has become familiar with their framework and priorities, created a mission/vision statement, retooled the Community Cultural Events and Programs Grant program, made recommendations for disbursement of grant funds, commissioned a public art project in Tivoli Park, participated in community events, reviewed and recommended to City Council the Public Art Policy and Guidelines, recommended approval of a Gallery Program at City Hall and more. In 2024 the ACHC will oversee implementation of a mural at the Memorial Park Skate Park, recommend disbursement of grant funds, brainstorm ways to continue to support local nonprofits, increase arts classes and arts components of special events, advance new public art projects, and develop culturally relevant programming/opportunities/events that center on diversity, ethnic inclusivity and accessibility.

BACKGROUND INFORMATION:

The ACHC’s purpose is to provide ongoing input and advise the City Council and other city boards, commissions and committees on matters relating to advancing arts, culture and heritage in Wilsonville. The ACHC also oversees the recommendations outlined in the Arts, Culture & Heritage Strategy (ACHS). The ACHS, a City Council 2019-20 Goal, provided findings and recommendations for cultivating a sustainable, long-term plan that supports community aspirations for a vibrant cultural scene in Wilsonville. The City Council approved [Resolution No. 2857](#), adopting the ACHS in November 2020, which included many key findings and recommendations on how to achieve this. Within the ACHS, one recommendation states “City forms an Arts and Culture Commission and provides supporting staffing resource.” A 2021-23 Council Goal included: “5.3 5.3 Establish the Arts and Culture Board and fund.” The City Council formed the ACHC in December 2021 via [Resolution No. 2941](#). The ACHC began meeting in April 2022, and the City hired an Arts and Culture staff person in November 2022 to propel the recommendations within the Arts, Culture, and Heritage Strategy forward.

As the ACHC is a newly formed Commission, fiscal year (FY) 2023/24 is the first addition of the Arts, Culture, and Heritage Commission (ACHC) Five-Year Action Plan and Annual One-Year Implementation Plan. The purpose of the plan is to show prioritization and fulfillment of recommendations within the ACHS.

EXPECTED RESULTS:

An adopted Arts, Culture, and Heritage Commission (ACHC) FY 23/24 Five-Year Action Plan and Annual One-Year Implementation Plan.

TIMELINE:

The Plan will be updated and presented to City Council annually.

CURRENT YEAR BUDGET IMPACTS:

There are no current budget year implications specifically related to the adoption of this plan.

COMMUNITY INVOLVEMENT PROCESS:

Development of the Arts, Culture, and Heritage Strategy had considerable public engagement, which included a large citizen task force. Development of the strategy included interviews, meetings, and surveys with residents, artists, arts educators, stakeholders, etc.

The ACHC reviewed their Five-Year Action Plan and Annual One-Year Implementation Plan and recommend it be forwarded to City Council for final approval.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Implementation of the City's Arts, Culture, and Heritage Strategy will result in supporting community aspirations for a vibrant cultural scene in Wilsonville. As stated in the Strategy: "Local culture—cumulatively composed of arts, cultural and heritage activities, places, and experiences—is the social adhesive that bonds us together as a community. Growing local culture builds the capacity of a community to come together to learn, celebrate, innovate, grieve, recover, plan, and move forward."

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3083
2. ACHC FY 2023/24 Five-Year Action Plan and Annual One-Year Implementation Plan

RESOLUTION NO. 3083**A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE ARTS, CULTURE, AND HERITAGE COMMISSION (ACHC) FY 2023/24 FIVE-YEAR ACTION PLAN AND ANNUAL ONE-YEAR IMPLEMENTATION PLAN.**

WHEREAS, on November 16, 2020, the Wilsonville City Council (“Council”) approved Resolution No. 2857 which adopted the Arts, Culture, and Heritage Strategy (the “Strategy”); and

WHEREAS, the Strategy includes the recommendation that the “City forms an Arts and Culture Commission and provides support staffing resource,” and set forth a blueprint for implementing arts, culture and heritage in Wilsonville; and

WHEREAS, on December 20, 2021, the Council approved Resolution No. 2941 to create the Arts, Culture, and Heritage Commission that, among other duties, is to oversee the implementation of the Strategy and develop annually for Council approval long-term Five-Year Action Plan and annual One-Year Implementation Plan for prioritizing and fulfilling recommendations of the Strategy; and

WHEREAS, The ACHC voted unanimously on September 20, 2023, to recommend to the City Council adopted of the first annual ACHC FY 2023/24 Five-Year Action Plan and Annual One-Year Implementation Plan.

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

1. The City Council adopts the Arts, Culture, and Heritage Commission FY 2023/24 Five-Year Action Plan and Annual One-Year Implementation Plan, attached hereto as Exhibit 1.

2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of November, 2023, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

1. Arts, Culture, and Heritage Commission FY 2023/24 Five-Year Action Plan and Annual One-Year Implementation Plan, September 20, 2023 with attachment



Arts, Culture, and Heritage Commission (ACHC) FY 2023/24 Five-Year Action Plan and Annual One-Year Implementation Plan

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A. Introduction

The City of Wilsonville's Arts, Culture, and Heritage Commission's (ACHC) purpose is to provide ongoing input and advise the City Council and other City Boards, commissions and committees on matters relating to advancing arts, culture and heritage in Wilsonville and oversee recommendations outlined in the Arts, Culture & Heritage Strategy (ACHS). The ACHS, a City Council 2019-20 Goal, provides findings and recommendations for cultivating a sustainable, long-term plan that supports community aspirations for a vibrant cultural scene in Wilsonville. The City Council approved [Resolution No. 2857](#), adopting the ACHS in November 2020, which included many key findings and recommendations on how to achieve this. Within the ACHS, one recommendation states "City forms an Arts and Culture Commission and provides supporting staffing resource." A 2021-23 Council Goal included: "5.3 Establish the Arts and Culture Board." The City Council formed the ACHC in December 2021 via [Resolution No. 2941](#), which began meeting in April 2022, and hired an Arts and Culture staff person in November 2022 to propel the recommendations within the Arts, Culture, and Heritage Strategy forward.

The ACHC also oversees the Community Cultural Events and Programs Grant including the recommendation of disbursement of grant funds. The ACHC is also charged specifically to develop annually for City Council approved fiscal-year plans for a long-term Five-Year Action Plan and annual One-Year Implementation Plan for prioritizing and fulfilling recommendations of the ACHS.

B. Arts, Culture, and Heritage Commission Members

Supported by the Parks and Recreation Department, the ACHC is composed of nine (9) voting members appointed by the Mayor with Council confirmation and four (4) non-voting ex-officio members who provide advice to the Commission, as stated in the Commission Bylaws established by Resolution No 2941.

The founding members of the commission included:

- **David Altman**
- **Joan Carlson**
- **Jason Jones**
- **Benjamin Mefford**
- **Susan Schenk**
- **Angela Sims**
- **Elaine Swyt**
- **Steven Traugh**
- **Deborah Zundel**
- **City of Wilsonville Parks and Recreation Department:** Kris Ammerman, Director
- **City of Wilsonville Administration,** Mark Ottenad, Public Affairs Director
- **City of Wilsonville City Council:** Mayor Julie Fitzgerald

- **Consultant:** Bill Flood

The 23/24 members include:

- **David Altman**
- **Joan Carlson**
- **Jason Jones**
- **Sageera Oravil Abdulla Koya**
- **Benjamin Mefforod**
- **Susan Schenk**
- **Angela Sims**
- **Deborah Zundel**

Staff Liaison:

- **City of Wilsonville Parks and Recreation Department,** Erika Valentine, Arts and Culture Program Coordinator

C. Mission & Vision

In FY 2022/23 the ACHC established a mission and vision statement to provide clarity and direction on their work. The mission is as follows:

To enhance the Wilsonville community by supporting, advocating and advising on matters relating to advancing arts, culture & heritage. We strongly believe residents' lives are enriched and enhanced through a thriving arts and culture environment.

The Vision is as follows:

Lives will be enriched and enhanced through a thriving arts and culture environment in Wilsonville.

Our vision for Wilsonville is one that:

- *Supports all creatives*
- *Fosters a sense of inclusivity for all cultures*
- *Has a vibrant cultural identity*
- *Celebrates local history and heritage*
- *Is recognized for accessible community cultural facilities, parks, and other spaces to host a variety of creative forms and activities*
- *Has a robust Public Art program*

D. Commission Meetings

The Commission met on eleven occasions in FY 2022/23, exceeding the minimum required four meetings per fiscal year pursuant to Resolution No. 2941.

E. Charge of ACHC

- Make recommendations to City Council and staff on cultural arts programs, activities, services, policies, etc.
- Support and build awareness of cultural arts programs in Wilsonville and work with other agencies and organizations involved in cultural arts programs to continually build partnerships
- Receive and evaluate input from the community, including input from other individuals and organizations on relevant cultural arts topics and programming
- Act as a liaison for cultural arts issues to other governmental, schools, non-profit and private organizations
- Advise the City on future Public Art program plans and serve as the City's review body for public art projects as they move through the approval process
- Serve as a resource to the City on a wide range of visual and performers arts mediums and topics
- Advise the City on arts facility needs and design
- Provide feedback to staff on the assessment of current and future needs of the cultural arts community
- Increase opportunities for artists/creatives

F. Advancing Arts, Culture, and Heritage Strategy (ACHS)

The commission is charged with moving the ACHS forward.

The Commission makes recommendations to the City Council and other City boards, commissions and committees as is appropriate to:

Objective	
A	Provide leadership and coordination to support arts, culture and heritage activities, events, facilities and programs
B	Improve inter-governmental collaboration and coordination to advance arts, culture, and heritage
C	Work with partners to advance an arts and cultural center/facility
D	Develop a long-term, sustainable public art program
E	Suggest ways to make cultural diversity, ethnic inclusivity and accessibility for all community members a priority for cultural programs
F	Provide strategic assistance to Wilsonville cultural nonprofits in order to build organizational capacity
G	Identify and recommend sustainable funding mechanisms to support cultural activities, events and programs
H	Make recommendations concerning the goals and objectives, and the selection and disbursement of funds of the Community Cultural Events and Programs Grant

G. Past Year's Accomplishments, FY 2022/23

As a new Commission many of the initial meetings consisted of laying the ground work and building an understanding of their role as an Advisory Board, overall charge, by-laws, ACHS, etc. The following is an accounting of accomplishments achieved towards meeting objectives through FY 2022/23.

- **Recruit to fill all voting positions for the ACHC**

Mayor Fitzgerald appointed 9 voting members who began meeting in April 2022.

- **Elect chair/vice-chair leadership positions.**

Deborah Zundel was elected Chair and Elaine Swyt was elected Vice Chair during the second meeting in May 2022 for 22/23.

Deborah Zundel was re-elected Chair and Angela Sims was elected Vice Chair during the June 2023 meeting for 23/24.

- **Commission began overseeing the Community Cultural Events and Programs (CCEP) Grant**

Due to the creation of the new ACHC, the previous Tourism Grant program was transferred to the ACHC per Resolution No. 2941 (2021). The ACHC retooled the grant language and approved new grant guidelines and criteria.

- **Commission made CCEP Grant fund distribution recommendations to Council**

The ACHC received and reviewed four applications from the following nonprofits: Charbonneau Arts Association (additional supplies to display more work at festival), Wilsonville Public Library Foundation (Story Walk), Wilsonville Rotary Foundation (Summer Concert Series), and Oregon Old Time Fiddlers Association (concerts, jam sessions, workshops).

- **The ACHC had a joint collaborative meeting with the Diversity, Equity and Inclusion (DEI) Committee**

- **The ACHC began evaluating the Public Art Collection**

The ACHC received an assessment form which is a tool to assess existing Public Art works in the City. It also acts as a way to make sure all of the pertinent information on pieces are documented and cataloged. Additionally, the ACHC received several presentations from staff, Bill Flood (Community Development/Arts Consultant, and Karl LeClair (Hillsboro Public Art Supervisor) in order to gain information on Public Art programs.

- **The ACHC selected an artist to commission a piece of work at Tivoli Park**

The ACHC selected artist Karen Rycheck, local mosaic/tile artist, to commission a piece which has been added to the City's Public Art Collection.

- **The ACHC recommended hosting an informative session on strategic planning for local arts and culture nonprofit organizations.**

Bill Flood, the consultant who worked on the ACHS, hosted a session for local nonprofits. Four Wilsonville Nonprofits attended including: Wilsonville Historical Society, Wilsonville Arts and Culture Council, Library Foundation, and Wilsonville Choral Arts Society.

- **The ACHC had a joint collaborative meeting with The City of West Linn’s Art & Culture Commission Advisory Board.**

The purpose of this meeting was to network and discuss arts and the WLWV School District as well as future collaborations.

- **The ACHC provided feedback and input to Public Art Program Guidelines and Policy to be forwarded to Council for final approval.**

The ACHC discussed public art program models, funding, goals, etc. at several ACHC meetings. The Public Art Program Guidelines and Policy is the first step in establishing and legitimizing the City’s Public Art Program.

- **The ACHC recommended that Wilsonville City Hall become the newest gallery, as part of Clackamas County Arts Alliance’s Artist Exhibit Program**

The gallery will rotate every three months and feature local artists. This will provide additional opportunities for artists and bring new artists to Wilsonville.

- **The ACHC approved the City acquiring two donated pieces of public art by local renowned Japanese American artist, Michihiro Kosuage**

- **Participated in Community Events hosted by the Parks and Recreation Department to increase community awareness of the ACHC.**

The ACHC recommended that staff hire a professional chalk artist for the Party in the Park event in order to have a larger arts presence. The ACHC also tabled at this event.

H. Five-Year Action Plan ACHC: FY 2023/24 – FY2027/28

The longer-range five-year plan recommended by the commission focuses on progressing at the objectives derived from the ACHS.

While the Commission recognizes that adjustments are to be made to the longer-range plan via annual ‘course corrections’—the five-year plan is outlined below in fiscal years, July 1 of one year to June 30 of the following year.

Annually the ACHC will make recommendations on the distribution of the CCEP Funds.

Year 1 FY 2023/24

- **Conduct Commission Business**
- **Leadership, Meetings:** Continue recruitment efforts to fill all voting positions for the ACHC. Elect committee chair/vice-chair leadership positions annually.
- **Review and recommend funding of Community Cultural Events and Programs Grant**
- **Implement the Community Enhancement Program Funds which were received for a Skate Park Mural located in Memorial Park** The ACHC will advance this project including engaging with the skate community, reviewing the RFQ, artist interviews, selection process, etc.

	<ul style="list-style-type: none"> • Develop and brainstorm ways to offer continued support and capacity building for local nonprofits such as providing training opportunities • Increase arts classes and arts components of existing special events • Determine locations for future public art pieces • Assessment of current Public Art Collection
Year 2 FY 2024/25	<ul style="list-style-type: none"> • Complete temporary and permanent Public Art projects • Investigate funding structures and options for advancement of Public Art and Arts programs • Review and recommend funding of Community Cultural Events and Programs Grant • Increase awareness of arts, culture and heritage programs through marketing – improve and develop ACHC/Arts website to support local artists, nonprofits, provide education, etc. • Evaluate and/or expand Gallery Program • Collaborate and strategize on coordination with the Library, School District, other arts organizations, etc. • Develop culturally relevant programming/opportunities/events, centering diversity, ethnic inclusivity and accessibility.
Year 3 FY 2025/26	<ul style="list-style-type: none"> • Complete temporary and permanent Public Art projects • Investigate funding structures and options for advancement of Public Art and Arts programs • Review and recommend funding of Community Cultural Events and Programs Grant • Identify partners, assess needs and assess existing cultural arts related facilities and assets as they relate to an arts and cultural center/facility • Develop culturally relevant programming/opportunities/events, centering diversity, ethnic inclusivity and accessibility.
Year 4 2026/27	<ul style="list-style-type: none"> • Complete temporary and permanent Public Art projects • Investigate funding structures and options for advancement of Public Art and Arts programs • Review and recommend funding of Community Cultural Events and Programs Grant • Develop culturally relevant programming/opportunities/events, centering diversity, ethnic inclusivity and accessibility.
Year 5 2027/28	<ul style="list-style-type: none"> • Complete temporary and permanent Public Art projects • Investigate funding structures and options for advancement of Public Art and Arts programs • Review and recommend funding of Community Cultural Events and Programs Grant • Continued advancement of an arts and cultural center facility • Develop culturally relevant programming/opportunities/events, centering diversity, ethnic inclusivity and accessibility.

I. Annual One-Year Implementation Plan: FY23/24, July 2023 – June 2024

Next fiscal year's work plan is segmented into four main sections:

1. **Conduct ACHC Business:** The committee executes all Council-mandated activities, including:
 - **Leadership:** Elect a chair and vice chair at the first meeting of the new fiscal year.
 - **Meetings:** Hold at least four meetings with quorum attendance during the fiscal year.
 - **Plans:** Work with staff to draft for City Council adoption of an updated version of the Five-Year Action Plan and Annual One-Year Implementation Plan.
2. **Public Art:** The ACHC will work with staff and other stakeholders to advance public art projects while following the City's Public Art Policy and Guidelines, adopted by Council. Projects include a mural at Memorial Park Skate Park and may include smaller community based or temporary projects. The ACHC will continue to assess the existing public art collection, determine goals of future projects, establish future sites of public art, etc.
3. **Public Awareness:** Cultivating increased local residents' knowledge and interest in learning about local arts, culture and heritage, as well as increased opportunities to engage with arts, culture and heritage. This will be achieved by increased marketing efforts and additions of arts, culture and heritage programs and classes.
4. **Community Cultural Events and Programs Grant:** Review and recommend funding of the grant program.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: November 6, 2023		Subject: Resolution No. 3091 A Resolution of the City of Wilsonville Adopting the Findings and Recommendations of the <i>Solid Waste Collection Rate Report, October 2023</i> , and Modifying the Republic Services Rate Schedule for Collection and Disposal of Solid Waste, Recyclables, Organic Materials and Other Materials, Effective January 1, 2024.” Staff Member: Mark Ottenad, Public/Government Affairs Director Department: Administration	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments:	
Staff Recommendation: Staff recommends Council adopt Resolution No. 3091.			
Recommended Language for Motion: I move to adopt Resolution No. 3091.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Solid-Waste Franchise Ordinance No. 814 (succeeded by Ordinance No 883, effective Jan. 1, 2024)		<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Adoption of Resolution No. 3091, which adopts the *Solid Waste Collection Rate Report, October 2023*, (“Report”) and modifies the Republic Services Rate Schedule for Collection and Disposal of Solid Waste, Recyclables, Organic Materials and Other Materials, Effective January 1, 2024.

EXECUTIVE SUMMARY:

Solid-Waste Franchise Ordinance No. 814 provides that collection rates are established to generate for franchisee Republic Services an operating margin of 10% on allowable expenses; however, rates are recalibrated by the City if the margin falls below 8% or above 12%.

Composite revenue Rate of Return (ROR) is the combined ROR of Republic Services' three lines or classes of business:

1. Roll Cart: Residential
2. Container: Commercial
3. Drop Box: Industrial

The Report finds that solid waste Franchisee Republic Services margin, or Rate of Return, adjusted for 2022 had a composite revenue of 10.8%, which is in the allowable range of 8% to 12%, with a target of 10% ROR; see Report (Exhibit A to Resolution No. 3091) page 1, Table 1.

The Report finds projected 2023 financial performance with a composite net margin of 5.7%, which is below the target ROR of 10%; see Report page 2, Table 3.

Table 4 on page 4, "Estimated 2023 Financial Results for Collection Services in Wilsonville," illustrates the estimated ROR for Republic Services' three lines or classes of business, each of which falls below the 10% ROR target.

Table 8 on page 5, "Calculation of the Revenue Requirement" to bring Republic Services to the target ROR of 10%, shows that an average rate increase of 5% is required. The rates for some services, however, are increasing at a greater proportion in the 8% to 12% range, based on a number of factors noted in the Report, including an estimated 27.1% increase in the cost of recycling processing (page 2) and a total increase for disposal calculated at 8.92% for 2023 (pages 2 and 3).

Therefore, the Report recommends modifying the current rates for all three classes of solid-waste customers, including residential, commercial and industrial customers; see Report pages 4-5:

- Table 5, page 4 — Proposed Rate Increase for Residential Collection Service: Average rate increase of 9.2%.
- Table 6, page 4 — Proposed Rate Increases for Commercial Container Service: Average rate increase of 7.5%.
- Table 7, page 5 — Proposed Rate Increases for Drop Box / Roll Off Compactor: Average increase of 5%.

The increase in rates varies by type of customer class, size of container and related costs of collection, processing, and disposal. For a complete listing of all rates, see Exhibit B to Resolution No. 3091, "Republic Services Rate Schedule for Collection and Disposal of Solid Waste, Recyclables, Organics and Other Materials, Effective January 1, 2024."

Metro regional government in collaboration with counties and cities are implementing new recycling services during 2023 and 2024 that includes battery collection and an optional recycling program for hard-to-recycle items such as clamshells and old linens.

Additionally, the Metro-mandated business food waste or commercial food-scrap composting program continues to be rolled out to a wider range of businesses that generate compostable food-scrap “in the back of the house,” meaning in the kitchen food-preparation area of the business (as opposed to the “front of the house” where the public consumes prepared food).

Recent Prior Results of Solid Waste Collection Rate Reviews

Since adoption of a modern Solid Waste Franchise in 2019 as Ordinance No. 814, and modified prospectively in November 2023 as Ordinance No. 883, the City has conducted four prior rate reviews (2019, 2020, 2021, and 2022). Prospective adoption of Resolution No. 3091 has the effect of implementing the first solid waste rate increase in five years.

In November 2022, City Council adoption of Resolution No. 3004 for the 2022 solid waste rate review process resulted in no modification of rates – all rates maintained the same as the prior year.

In November 2021, City Council adoption of Resolution No. 2931 for the 2021 solid waste rate review process resulted in elimination of the temporary recycling surcharge and across-the-board rate reductions for all classes of customers, with Residential Roll Cart service rates decreased an average of 4.7%, Commercial Container service rates reduced an average of 7.6%, and Industrial Roll Off / Drop Box service rates lowered an average of 10.1%.

In December 2020, City Council adoption of Resolution No. 2865 for the 2020 solid waste rate review process resulted in no modification of rates – all rates maintained the same as the prior year.

In December 2019, City Council adoption of Resolution No. 2775 for the 2019 solid waste rate review process resulted in a 50% reduction of a temporary recycling surcharge, introduction of new recycling services, and no modification of rates – all rates maintained the same as the prior year.

EXPECTED RESULTS:

Prospective adoption on Nov. 6, 2023, of Resolution No. 3091 has the effect of modifying current solid waste collection and disposal rates for all classes of customers effective Jan. 1, 2024.

TIMELINE:

- Nov. 6, 2023: Prospective Council adoption of Resolution No. 3091, which adopts the *Solid Waste Collection Rate Report, October 2023*, and modifies the current “Republic Services Rate Schedule for Collection and Disposal of Solid Waste, Recyclables, Organic Materials and Other Materials,” effective January 1, 2024.
- Jan. 1, 2024: New rates and recycling services become effective.

CURRENT YEAR BUDGET IMPACTS:

The Report, Attachment B – Projected 2023, page 9, projects City solid waste franchise-fee revenue (at 5% of revenue) for calendar year 2023 of \$418,166.

COMMUNITY INVOLVEMENT PROCESS:

Adoption of the Solid-Waste Franchise Ordinance No. 883 in 2023 and prior Ordinance No. 814 in 2018 followed standard City public outreach practices. The 2023 Report is a by-product of the solid-waste franchise Ordinance No. 814, to be succeeded by Ordinance No. 883, effective Jan. 1, 2024.

Franchisee Republic Services was engaged in the rate-review process. However, due to delays beyond City's control, a draft version of the Report was unable to be presented to the City Council in work session in October as scheduled, and the final version is presented for adoption.

City information on solid waste matters may be found online at www.ci.wilsonville.or.us/garbage or www.ci.wilsonville.or.us/recycling, including information about recycling services, the current rate sheet, and a customer service complaint/issue form.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The community benefits by continuing to receive Republic Services solid waste collection and disposal services. The City benefits with a standard 5% franchise fee to account for administration expenses of the franchise.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3091
 - A. Solid Waste Collection Rate Report, October 2023
 - B. Republic Services Rate Schedule for Collection and Disposal of Solid Waste, Recyclables, Organics and Other Materials, Effective January 1, 2024

RESOLUTION NO. 3091

A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE FINDINGS AND RECOMMENDATIONS OF THE “SOLID WASTE COLLECTION RATE REPORT, OCTOBER 2023” AND MODIFYING THE CURRENT REPUBLIC SERVICES RATE SCHEDULE FOR COLLECTION AND DISPOSAL OF SOLID WASTE, RECYCLABLES, ORGANIC MATERIALS AND OTHER MATERIALS, EFFECTIVE JANUARY 1, 2024.

WHEREAS, Ordinance No. 814, adopted by City Council in May 2018, created a new solid-waste franchise agreement with Republic Services; and

WHEREAS, Ordinance No. 814, Article VIII, Establishment and Modification of Service Rates, 3. Second Service Rate Adjustment provided for City’s ability to “undertake a review of Franchisee’s books, records, and accounts to adjust the Service Rate to set a new Service Rate that achieves an Operating Margin equal to ten percent (10%) of Gross Revenues”; and

WHEREAS, the City contracted with Chris Bell, CPA, of Bell and Associates of Camas, WA, to undertake a solid waste franchise rate review of Republic Services’ operations in order to make a determination the firm’s operating margin and recommend any rate modifications in order to achieve the target operating margin of ten percent 10%;

WHEREAS, the “Solid Waste Collection Rate Report, October 2023,” attached herein as **Exhibit A**, found for the following years:

- Adjusted 2022 Wilsonville Results:
 - 6.2% margin for residential Roll-Cart service;
 - 13.3% margin for commercial Container service;
 - 9.5% margin for industrial Drop Box service;
 - Cumulatively resulting in a Composite margin of 10.0%; and
- Projected 2023 Financial Performance for Wilsonville:
 - 0.74% margin for residential Roll-Cart service;
 - 6.84% margin for commercial Container service;
 - 7.95% margin for industrial Drop Box service;
 - Cumulatively resulting in a Composite margin of 5.73%; and

WHEREAS, during the November 6, 2023, City Council meeting the City Council reviewed and agreed with the findings and recommendations of the “Solid Waste Collection Rate Report, October 2023”; and

WHEREAS, Ordinance No. 814, Article VIII, Establishment and Modification of Service Rates, 4. Annual Service Rate Adjustment, states that it “is the goal of this Franchise to provide Franchisee with a target Operating Margin of ten percent (10%) of Gross Revenues, but no less than eight percent (8%) and no greater than twelve percent (12%). * * * the Service Rate will be adjusted annually * * *.”

WHEREAS, the “Solid Waste Collection Rate Report, October 2023,” finds that the Franchisee’s composite operating margin for all customer classes of service is lower than the franchise target margin of ten percent (10%) and lower than the minimum eight percent (8%) acceptable rate-of-return, and therefore recommends modifying the current rate schedule effective January 1, 2024; and

WHEREAS, in order to provide franchisee with revenues to achieve the target operating margin of 10%, the City Council adopts the “Solid Waste Collection Rate Report, October 2023” recommendations that find the following rate modifications are needed based on customer class, servicing requirements and size of container for collection and disposal:

Residential Roll Cart Service (monthly rate):

- 20 gallon cart: Current rate of \$21.32 increases by 8.8% or \$1.88 to \$23.20
- 35 gallon cart: Current rate of \$27.95 increases by 9.3% or \$2.60 to \$30.55
- 65 gallon cart: Current rate of \$36.30 increases by 9.5% or \$3.45 to \$39.75

Commercial Service:

- 2 yd. weekly: Current rate of \$186.79 increases by 6.6% or \$12.42 to \$199.21
- 4 yd. weekly: Current rate of \$337.05 increases by 7.4% or \$24.86 to \$361.91
- 6 yd. weekly: Current rate of \$470.53 increases by 7.9% or \$37.28 to \$507.81
- 8 yd. weekly: Current rate of \$623.89 increases by 8.0% or \$49.72 to \$673.61

Drop Box / Roll Off Compactor Service:

- Cost per Haul: Current rate of \$6.86 increases by 102% or \$7.00 to \$13.86.

- Mileage fee assessed for drop box/compactor hauls exceeding 18 miles roundtrip from Republic's truck yard at 10295 SW Ridder Road in Wilsonville is \$4.70

NOW THEREFORE:

- 1) The Wilsonville City Council hereby accepts and adopts the findings and recommendations of the "Solid Waste Collection Rate Report, October 2023," attached hereto as **Exhibit A**; and
- 2) The Wilsonville City Council hereby modifies the "Republic Services Rate Schedule for Collection and Disposal of Solid Waste, Recyclables, Organic Materials and Other Materials," as reflected in **Exhibit B** attached hereto, effective January 1, 2024.

ADOPTED by the Wilsonville City Council at a regular meeting on November 6, 2023, and filed with the Wilsonville City Recorder on this date.

JULIE FITZGERALD, MAYOR

ATTEST:

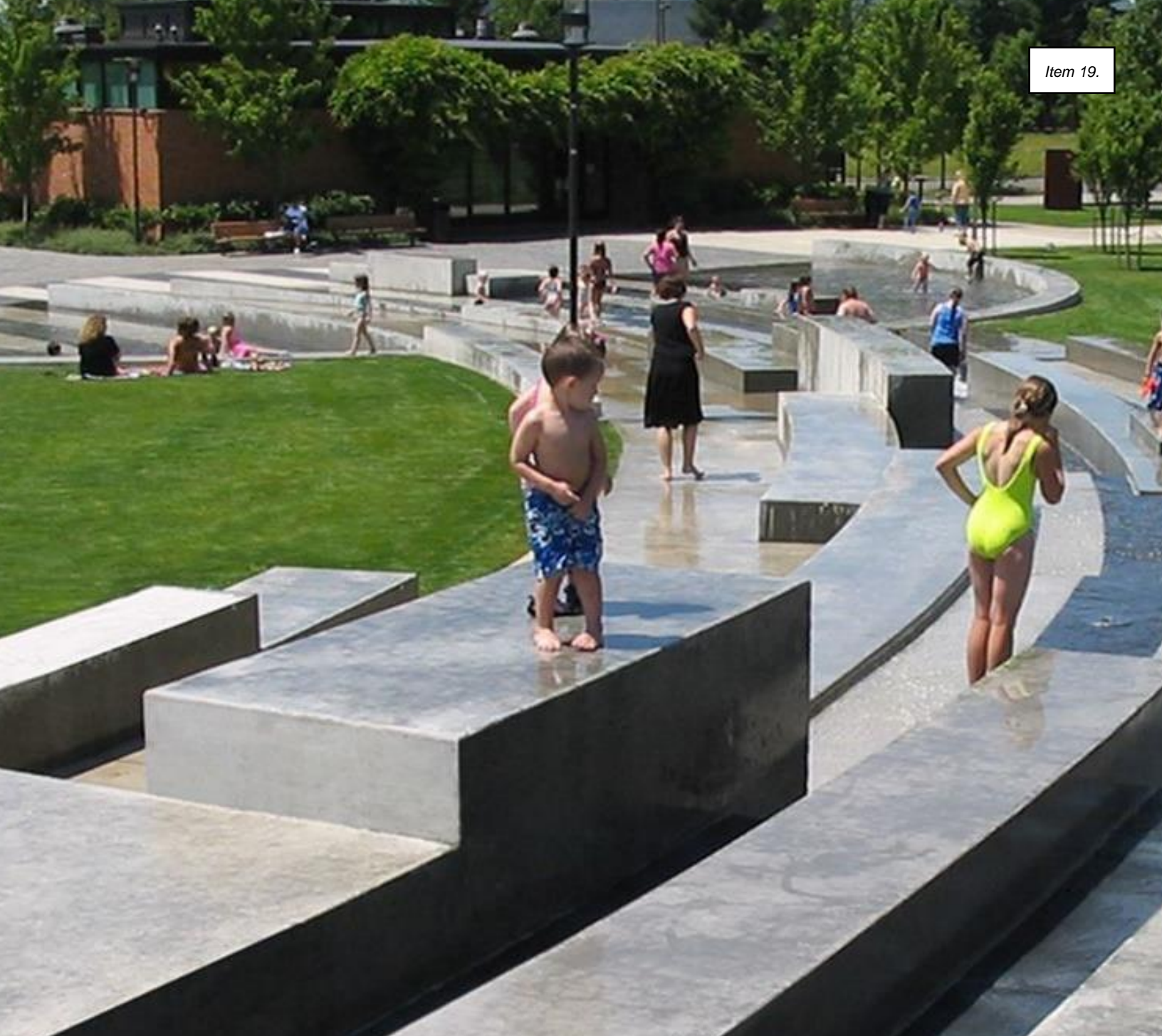
Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald
Councilor Akervall
Councilor Linville
Councilor Berry
Councilor Dunwell

EXHIBITS:

- A. Solid Waste Collection Rate Report, October 2023
- B. Republic Services Rate Schedule for Collection and Disposal of Solid Waste, Recyclables, Organics and Other Materials, Effective January 1, 2024



City of Wilsonville

Solid Waste Collection Rate Report

Bell & Associates / October 2023



City of Wilsonville

Solid Waste Collection Rate Report

October 2023

Bell & Associates

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 Camas, WA 98607
 360-210-4344
 Chris@Bellassociatesinc.com

Background of Solid Waste Review

The City of Wilsonville (City) contracted with Bell & Associates, a consulting firm with expertise in solid waste collection operations, to provide the City with solid waste and recycling consulting services. Republic Services (Republic) submitted the annual detailed cost report to their franchised jurisdictions, including Wilsonville.

Annual Cost Report

Waste and recycling collection within Wilsonville is accomplished under an exclusive franchise agreement between Republic and the City. An annual cost report is submitted to City managers by Republic to account for the adequacy of the collection rates. Collection rates are established to generate an operating margin of 10% on allowable expenses; however, rates are recalibrated by the City if the margin falls below 8% or above 12%. The annual report provides line-item costs and revenues associated with providing service within the City and financial information for their non-Wilsonville operations. The format of the report furnishes the capacity to calculate the cost of service for each line of business (cart, container, and drop box). Cart collection is primarily for residential customers, whereas business customers are serviced with a container. Reported results were analyzed by Bell & Associates, and the following tasks were completed:

- Analyze reported route collection hours to the reported customer counts for each line of business.
- Using a predictive test of revenue for each line of business, ensure the reported revenues are reasonable for the number of reported customers.
- By thoroughly reviewing the reported direct cost line items, determine if the expense is reasonable in relation to the customer and operational data entered from the detailed cost report.
- Utilize a predictive test of disposal to determine if the reported disposal expense is reasonable.
- Using the reported administrative line items, determine if the expense is reasonable compared to the operational data entered from the detailed cost report.
- Review the costs between Wilsonville and Republic's other franchised collection operations to determine reasonable allocations.
- Compare reported revenues and expenses to previous years' reviewed results.

Report adjustments were made to the submission by Republic from the application of the tasks above that reduced the reported costs and increased the profitability of services provided to Wilsonville customers.

Adjusted Report for 2022

Table 1 details the return for each collection service provided within the Wilsonville franchise collection system.

Table 1: Adjusted 2022 Wilsonville Results

Description	Roll Cart	Container	Drop Box	Composite
Revenues	2,121,950	2,941,637	3,139,850	8,203,437
Allowable Costs for Rates	1,991,411	2,550,121	2,842,719	7,384,251
Franchise Income	130,539	391,516	297,131	819,186
Margin (Income / Revenue)	6.2%	13.3%	9.5%	10.0%

Projected Results for 2023 and 2024

Specific line item expenses from the adjusted 2022 report were escalated to project the results for 2023-24 using assumptions based on Metro's increased taxes and fees, contractual obligations such as the labor agreement between Republic and the union drivers, administrative wages, health insurance, recycling processing, fees, and estimated inflation. Table 2 summarizes the inflation assumptions.

The assumptions used for the 2023 projection include:

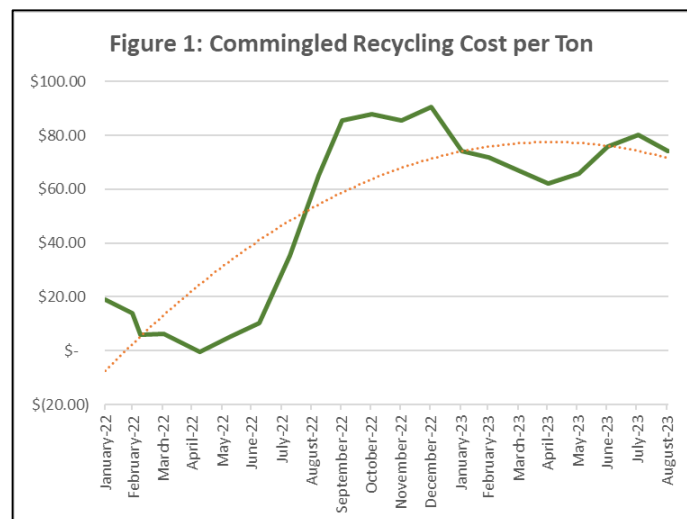
- Two unions represent Republic drivers. The Clackamas County Sanitary Driver's Association, affiliated with Teamsters Local 305, represents drivers from the legacy company Rossman Sanitary, the collection company for Lake Oswego. The Teamsters also represent Keller Drop Box. Keller's contract doesn't expire until December 2023. The new contract between Republic and the drivers represented under the Keller legacy company is expected to be comparable to the agreement signed earlier this year. Hourly wages are expected to increase by 6.9% over the wages reported in 2022.
- The value of the collected materials offsets the cost of sorting and marketing the recycling. When the value of the collected materials is higher than the cost of sorting, the haulers receive payment for recycling. If the value of the materials is less than sorting, the haulers pay for recycling. Starting in August 2022, the decrease in the value of cardboard increased the amount that Republic was paying for collected recycling. Republic reported that the 2022 average cost of recycling was \$34.95 per ton. The estimated change included in the January 1, 2023 rates was an increase of 52% over the amount paid in 2022, which was \$53.12. The current market outlook is for the cost of processing recycling to increase to approximately \$74 per ton, an additional increase of 38% this year. Figure 1 charts the monthly cost of processing commingled recycling.

Cardboard and mixed paper are the majority (approximately 73% by weight) of the material that comprises the commingled mix, followed by plastic and metal cans. Therefore, the value of commingled recycling is sensitive to changes in the demand for recycled paper. Over the last eight

months, the value of cardboard has increased from \$12.50 to \$38 per ton, while mixed paper has increased from -\$1.50 per ton to \$12.50 per ton. However, the value of recycled plastic has decreased since this summer as the cost of virgin plastic has diminished. The demand for recycled plastic has decreased as manufacturers choose virgin resin because of the lower price compared to recycled plastic flake. Figure 1 plots the average cost per commingled ton (green line) from January 22 through August 23, whereas the dotted line is the polynomial trend line of the cost.

Table 2: Line Item Inflation Assumptions for 2023

Expense	Change
Union Driver Wages	6.90%
Recycling Processing	27.1%
Waste Disposal	8.92%
Health Insurance	6.90%
Inflation	3.37%
Yard Debris Disposal	3.37%



- Inflation increased by 3.37% during the first eight months of 2023. Management and administrative labor costs are projected to grow at the inflation rate.
- The disposal fee for Republic will increase on January 1 due to contractual increases. Additionally, fees and taxes assessed by Metro increased by \$3.50 per ton on July 1, 2023. Metro assesses a per ton fee on every ton of waste generated and delivered to a licensed disposal facility within the Metro region. The total increase for disposal is calculated at 8.92% for 2023.
- Yard debris expense was increased by the rate of inflation, which is 3.37%.

Projected 2023 Expenses

The estimated increases noted above were applied to the 2022 expenses and summarized in Table 3 for all operations. Table 4 is the summarized impact of each collection service.

Table 3: Projected 2023 Financial Performance for Wilsonville

Revenue / Expense Description	Adjusted	Projected	\$ ▲	% ▲
Collection Revenue	\$8,203,437	\$8,363,322	\$159,885	1.9%
SW and Yard Debris Disposal	\$3,793,095	\$4,099,974	\$306,879	8.1%
Recycling Processing	\$228,932	\$290,908	\$61,976	27.1%
Labor Expenses	\$1,349,703	\$1,442,235	\$92,532	6.9%
Truck, Fuel, and Repair	\$683,800	\$694,894	\$11,094	1.6%
Equipment and Containers	\$138,295	\$147,097	\$8,802	6.4%
Franchise Fees	\$410,173	\$418,166	\$7,993	1.9%
Other Direct Expense	\$143,971	\$144,321	\$350	0.2%
Management & Administration	\$637,327	\$647,632	\$10,305	1.6%
Less: Unallowable Costs	\$(1,045)	\$(1,045)	\$-	0.0%
Total	\$7,384,251	\$7,884,182	\$499,931	6.8%
Franchise Income	\$819,186	\$479,140	\$340,046	41.5%
Margin	10.0%	5.7%		-4.3%

Table 4: Estimated 2023 Financial Results for Collection Services in Wilsonville

Description	Roll Cart	Container	Drop Box	Composite
Revenues	2,121,950	2,941,637	3,299,735	8,363,322
Allowable Costs for Rates	2,106,344	2,740,315	3,037,523	7,884,182
Franchise Income	15,606	201,322	262,212	479,140
Return on Revenues	0.74%	6.84%	7.95%	5.73%

Rate Recommendation

Residents are the primary customers with a roll cart for waste, recycling, and yard debris collection services. Table 5 summarizes the proposed increases for residential service for the most popular sizes of garbage carts chosen in Wilsonville.

Table 5: Proposed Rate Increase for Residential Collection Service

Garbage Cart Volume	20 gallon	35 gallon	65 gallon
Waste Disposal Increase	\$0.47	\$0.74	\$1.45
Commingled Recycling	\$0.73	\$0.73	\$0.73
Collection Increase	\$0.40	\$0.75	\$0.75
Total Increase	\$1.60	\$2.22	\$2.93
Margin & Franchise Fee	\$0.28	\$0.39	\$0.52
Subtotal	\$1.88	\$2.61	\$3.45
Current Rate	\$21.32	\$27.95	\$36.30
Increase	\$1.88	\$2.60	\$3.45
Proposed Rate	\$23.20	\$30.55	\$39.75
% Increase	8.8%	9.3%	9.5%

Commercial collection requires an increase in disposal and recycling only. Table 6 summarizes the increase for some of the most popular service levels in Wilsonville.

Table 6: Proposed Rate Increases for Commercial Container Service

	Cost per Yd.	2 yd. weekly	4 yd. weekly	6 yd. weekly	8 yd. weekly
Current Rate		\$186.79	\$337.05	\$470.53	\$623.89
Disposal	\$0.82	\$7.10	\$14.20	\$21.30	\$28.40
Recycling	\$0.40	\$3.46	\$6.93	\$10.39	\$13.86
Subtotal	\$1.22	\$10.56	\$21.13	\$31.69	\$42.26
Margin & FF	\$0.22	\$1.86	\$3.73	\$5.59	\$7.46
Total Increase	\$1.44	\$12.42	\$24.86	\$37.28	\$49.72
Proposed Rates		\$199.26	\$361.99	\$507.94	\$673.77
% Increase		6.7%	7.4%	8.0%	8.0%

Drop Box and Roll Off Compactor Service

Drop box and roll off compactor rates used primarily by industrial firms are established on the average time expended hauling the drop box or compactor. The increased collection cost for service is calculated at \$42,805. Table 7 details the rate calculation and the increase to the 30 yard drop box haul rate.

Table 7: Proposed Rate Increase for Drop Box / Roll Off Compactor

Description	Adjusted	Projected
Collection Cost	\$884,600	\$927,405
Increased Collection Cost		\$42,805
Annual Hauls	6,241	6,241
Increased Cost per Haul		\$6.86
Proposed Increase to the Haul Rates		\$7.00
30 Yard Haul Fee	\$140.00	\$147.00

Drop Box Distance Fee

The current and proposed fees for drop box service were set assuming a local haul with most of the waste collected in Wilsonville is disposed of at Willamette Resources on Ridder Road. The drive time exceeds the allotted time embedded in the haul fee when the collected waste material requires disposal at distant locations, such as Coffin Butte Landfill near Corvallis or the Hillsboro Landfill. Therefore, many local jurisdictions, such as Clackamas County, have a mileage charge to supplement the haul fee. For 2024, the proposed mileage fee for Wilsonville is **\$4.70**. The fee would be assessed for drop box / compactor hauls exceeding 18 miles roundtrip from Republic's truck yard at 10295 SW Ridder Road in Wilsonville.

Rate Impact on Composite Margin

The revenue increase required to reach a 10% margin on allowable cost is \$420,266; therefore, the combined rate adjustments in Tables 5 through 7 need to generate the total increase.

Table 8: Calculation of the Revenue Requirement

Description	Note	Amount
Allowable Expenses (Table 4)	A	\$ 7,884,182
Less Franchise Fees	B	\$ (418,166)
Allowable Expenses Net of Franchise Fees	C = A - B	\$ 7,466,016
Revenue Requirement (Allowable Costs w/ Margin & Franchise Fees) ¹	D = C / 85%	\$ 8,783,548
2023 Revenue (Table 4)	E	\$ 8,363,322
Revenue Increase	F = D – E	\$ 420,226
Percentage Increase for 2024	F / D	5.0%

Note 1: Revenue requirement is the allowable cost divided by the product of 1 – 10% margin and 5% franchise fee.

The following tables calculate the expected increases in revenue from the proposed rate adjustments.

Table 9: Expected Revenue from the Cart Collection Rate Increase

Cart Collection Service	20 gal	35 gal	65 gal	95 gal	Total
Customer Cart Count	777	2,952	2,021	90	
Increase	\$1.88	\$2.60	\$3.45	\$4.25	
Revenue Increase	\$17,529	\$92,102	\$83,669	\$4,590	\$197,890

Table 10: Expected Revenue from the Commercial Container Collection Rate Increase

Description	Amount
Total Increase per Yard (Table 6)	\$1.44
Annual Collected Commercial Waste Yards	221,489
Annual Revenue (Increase per Yard x Annual Collected Yards)	\$318,944

Table 11: Expected Revenue from the Drop Box Rate Increase

Description	Amount
Total Increase per Haul	\$7.00
Annual Hauls	6,241
Annual Revenue (Increase per Haul x Annual Hauls)	\$43,687

Table 12 combines the expected revenue generated from Tables 9 through 11 and compares it to the required revenue increase (\$420,226) in Table 8.

Table 12: Total Estimated Revenue Increase for 2024

Cart Revenue Increase (Table 9)	\$ 197,890
Container Revenue (Table 10)	\$ 318,944
R/O Revenue (Table 11)	\$ 43,687
Total Increase	\$ 560,521
Variance	\$ 140,295

The \$140,295 variance is the increase required to compensate for the Metro disposal fee and tax increase that will occur in July 2024. The estimated increase is 3.5% of the \$3,931,922 waste disposal expense.

Wilsonville Customer Information

Description	Amount
Single Family Customers	5,542
20 Gal. Can	777
35 Gal Cart	2,816
65 Gal. Cart	1,949
95 Gal Cart	none
Monthly Customers	17
On-Call Customers	24
Multi-Family Customers	
20 gallon	
35 Gal Cart	2
65 Gal. Cart	5
95 Gal Cart	4
Commercial Customers	
35 Gal Cart	12
65 Gal. Cart	27
95 Gal Cart	72
Annual Extra Bags Collected	2,707
Yard Debris Extras Collected	659
Tons of Refuse	3,588
Cart Recycling Customers	5,705
Yard Debris Customers	4,342
Commercial Container Customers	324
Weekly Collected Yards of Garbage	2,797
Annual Collected Tons of Refuse	6,883
Weekly Collected Yards of Recycling	3,153
Drop Box Hauls	5,107
Compactor Hauls	1,130
Civic Hauls	4
Collected Drop Box Waste Tons	22,318

Attachment A – Adjusted 2022 Results

Adjusted
Return on Revenues
City of Wilsonville January 1 to December 31, 2022

	Residential Service			Commercial Service				Grand Totals
	Solid Waste	Recycling	Yard Debris	Solid Waste	Recycling	Drop Box		
Collection & Service Revenues	2,121,950			2,941,637		3,139,850		8,203,437
Direct Costs of Operations	940,034	Montly \$ per Can/Cart	Montly \$ per Can/Cart	1,735,072	Montly \$ per Yard	537,729	Montly \$ per Yard	
Disposal Expense	529,236	7.55	118,027	1,143,371	7.86	110,905	0.76	6,747,969
Labor Expense	176,158	2.51	249,935	261,067	1.79	259,054	1.78	4,022,027
Truck Expense	91,967	1.31	130,485	124,069	0.85	123,112	0.85	1,349,703
Equipment Expense	15,868	0.23	18,813	26,301	0.18	24,825	0.17	683,800
Franchise Fees	106,098	1.51	0	147,082	1.01	0	-	138,295
Other Direct Expense	20,707	0.30	17,093	33,182	0.23	19,833	0.14	410,173
Indirect Costs of Operations	191,037			277,798		168,492		637,327
Management Expense	32,159	0.46		35,755	0.25	26,537	4.25	94,451
Administrative Expense	16,342	0.23		18,169	0.12	13,479	2.16	47,990
Other Overhead Expenses	142,536	2.03		223,874	1.54	128,476	20.59	494,886
Total Cost	1,991,708			2,550,599		2,842,989		7,385,296
Less Unallowable Costs	297	-		478		270		1,045
Allowable Costs	1,991,411			2,550,121		2,842,719		7,384,251
Franchise Income	130,539			391,516		297,131		819,186
Carts / Yards / Drop Box Pulls	5,840		5,542	145,496		163,956	6,241	
Revenues	2,121,950			2,941,637		3,139,850		8,203,437
		% of revenue			% of revenue			
Direct Costs of Operations	1,800,671	85%		2,272,801	77%	2,674,497		6,747,969
Indirect Costs of Operations	191,037	9%		277,798	9%	168,492		637,327
Total Cost	1,991,708			2,550,599		2,842,989		7,385,296
Less Unallowable Costs	297	0%		478	0%	270		1,045
Allowable Costs	1,991,411			2,550,121		2,842,719		7,384,251
Franchise Income	130,539			391,516		297,131		819,186
Return on revenues	6.15%			13.31%		9.46%		10.0%

Attachment B – Projected 2023

Projected 2023 Results
Return on Revenues
City of Wilsonville

	Residential Service			Commercial Service			Drop Box		Grand Totals
	Solid Waste	Recycling	Yard Debris	Solid Waste	Recycling				
	2022	% ▲ from prior year	2022	% ▲ from prior year	2022	% ▲ from prior year	2022	% ▲ from prior year	
Collection & Service Revenues	2,121,950	0.0%	0		0		3,299,735	5.1%	8,363,322
Surcharge Overage									
Direct Costs of Operations	1,000,754		572,247		339,344		2,866,510		7,237,595
Disposal / Processing Expense	576,444	8.9%	136,750	15.9%	168,052	3.5%	2,110,118	7.8%	4,390,882
Labor Expense	188,221	6.8%	267,049	6.8%	102,762	6.8%	328,387	6.9%	1,442,235
Truck Expense	93,416	1.6%	132,541	1.6%	51,003	1.6%	166,185	1.4%	694,894
Equipment Expense	15,869	0.0%	18,814	0.0%	10,942	0.0%	50,131	20.7%	147,097
Franchise Fees	106,097	0.0%	0		0		164,987	5.1%	418,166
Other Direct Expense	20,707	0.0%	17,093	0.0%	6,585	0.0%	46,702	0.3%	144,321
Indirect Costs of Operations	194,296	9%			282,053	10%	171,283	5%	647,632
Management Expense	33,297	3.5%			37,021	3.5%	27,477	3.5%	97,795
Administrative Expense	16,926	3.6%			18,818	3.6%	13,960	3.6%	49,704
Other Overhead Expenses	144,073	1.1%			226,214	1.0%	129,846	1.1%	500,133
Less Unallowable Costs	297				478		270		1,045
Revenues	2,121,950				2,941,637		3,299,735		8,363,322
		% ▲ from prior year				% ▲ from prior year			
Direct Costs of Operations	1,912,345	6.2%			2,458,740	8.2%	2,866,510		7,237,595
Indirect Costs of Operations	194,296	1.7%			282,053	1.5%	171,283		647,632
Total Cost	2,106,641	5.8%			2,740,793	7.5%	3,037,793		7,885,227
Less Unallowable Costs	297				478		270		1,045
Allowable Costs	2,106,344				2,740,315		3,037,523		7,884,182
Franchise Income	15,606				201,322		262,212		479,140
Projected Return on Revenues	0.74%				6.84%		7.95%		5.73%
2022 Return on Revenues	6.15%				13.31%		9.46%		10.00%



CITY OF WILSONVILLE, OREGON

**Republic Services Rate Schedule
for Collection and Disposal of
Solid Waste, Recyclables,
Organics and Other Materials**

Effective: January 1, 2024

City of Wilsonville Online Information:

www.ci.wilsonville.or.us/garbage

www.ci.wilsonville.or.us/recycling

REPUBLIC SERVICES OF CLACKAMAS AND WASHINGTON COUNTY

Sign-up for Services: www.republicservices.com/shop

Customer Service Hours:

Monday – Friday: 8:00 am to 5:00 pm

Saturday: 8:00 am to 12:00 pm

Customer Service Phone Numbers:

503-682-3900

1-800-700-8610 (with Spanish language option)

Hours of Operation:

Monday – Friday

8:00 am - 5:00 pm

Facility Address:

10295 Ridder Rd

Wilsonville, OR 97070

ROLL CART SERVICE RATES

Residential Single-Family Dwellings and Condominium Communities

Residential Single-Family Dwelling Garbage Cart	Rate per Month
<ul style="list-style-type: none"> Includes 65 gallon recycling cart, 18 gallon glass recycling bin, and 65 gallon yard debris/organics cart service 	
20 gallon	\$23.20
35 gallon	\$30.56
60 gallon	\$39.75
Charbonneau Garbage Cart	Rate per Month
<ul style="list-style-type: none"> Charbonneau District only is yard debris/organics exempt due to privately-paid district-wide landscaping debris removal service Includes optional 65 gallon recycling cart and 18 gallon glass recycling bin service 	
20 gallon	\$20.21
35 gallon	\$23.95
60 gallon	\$33.67
Add Optional 65 gallon yard debris/organics cart service	\$8.52
Condominium Garbage Cart	Rate per Month
<ul style="list-style-type: none"> Includes 65 gallon recycling cart, 18 gallon glass recycling bin, and 65 gallon yard debris/organics cart service 	
20 gallon	\$23.20
35 gallon cart	\$30.56
60 gallon cart	\$39.75
Recycle+ Opt-In Additional Recycling Collection Service	Rate
Base Charge * (billed monthly)	\$2.50
Curbside Collection placed within 3 feet of street (each time/occurrence)	\$9.25
Non-Curbside Collection* placed 5-150 feet from street (each time/occurrence)	\$11.70
Non-Curbside Collection * placed over 150 feet from street (each time/occurrence)	\$13.00
* Non-Curbside Collection Receptacle is placed in mutually agreed-upon location, such as the door step next to the garage, on the front porch by door, etc.	
Alternative and Special Collection Services	Rate
On Call (per each pick-up/service)	\$12.87
Recycling Only (monthly fee; 1-month minimum service)	\$11.53
Yard Debris/Organics Only (monthly fee; 1-month minimum service)	\$8.52
Recycling & Yard Debris/Organics Only (monthly fee; 1-month minimum service)	\$17.58

Continued on Next Page

Residential Single-Family Dwellings and Condominium Communities

Continued from Prior Page

Additional / Extra Service	Rate
Lost or damaged garbage cart (new replacement cart)	\$72.53
Lost or damaged yard debris cart (new replacement cart)	\$76.01
Lost or damaged recycling cart (new replacement cart)	\$76.01
Lost or damaged recycling bin (new replacement cart)	\$12.32
Return-trip fee outside of normally scheduled route	\$24.30
All occasional extras (extra box/bag/can per extra item per service/occasion)	\$6.72
Over-full can/cart charge (per can/cart per service/occasion)	\$6.72
Yard debris/organics contaminated with garbage (per can/cart per service/occasion)	\$14.55
Gate opening/roll-out container (monthly)	\$18.13
Special container (medical waste; per month fee)	\$18.13
Temporary Clean-Up Container	Rate
• 3 Yards Maximum Volume for 4 Days of Use	
Delivery & Removal of Container	\$133.32
Extra Dump	\$95.94
Daily Container Rental Charge Past 4 Days (per day fee)	\$6.49

COMMERCIAL RATES

Commercial Container Services – Rate per Month

Container Size	Rate - 1 stop per week	Rate - 2 stops per week	Rate - 3 stops per week	Rate - 4 stops per week	Rate - 5 stops per week	Rate - 6 stops per week
1 yard	\$115.20	\$229.03	\$337.68	N/A	N/A	N/A
1.5 yard	\$152.40	\$301.33	\$449.79	N/A	N/A	N/A
2 yard	\$199.26	\$393.93	\$588.23	\$793.09	\$996.16	\$1,202.43
3 yard	\$277.44	\$549.55	\$823.13	\$1,117.23	\$1,408.88	\$1,699.95
4 yard	\$361.99	\$722.16	\$1,081.51	\$1,468.23	\$1,851.62	\$2,234.24
5 yard	\$440.80	\$868.95	\$1,308.44	\$1,776.25	\$2,240.41	\$2,702.97
6 yard	\$507.94	\$1,005.12	\$1,521.66	\$2,066.20	\$2,605.96	\$3,144.83
8 yard	\$673.77	\$1,331.03	\$2,014.37	\$2,736.96	\$3,452.55	\$4,166.76

Extra Commercial Pick-Up Rates

Container Size	Rate per Pick-up
1 yard	\$26.49
1.5 yard	\$37.23
2 yard	\$48.72
3 yard	\$70.84
4 yard	\$93.07
5 yard	\$115.30
6 yard	\$137.42
8 yard	\$180.71

Container Compactor rate is 2.2 times the regular rate.

Commercial extra container dumps (return trips) are charged at 33% of the monthly rate.

Customers subject to Metro Ordinance No. 18-1418 Business Food Waste Requirement contact Republic Services.

Extra material beyond the capacity of the container is charged \$28.28 per yard. Contamination fee of \$14.55 is assessed for recycling contamination.

Multi-Family Communities / Commercial Cart Service

Includes collection of mixed recyclables and glass; by special arrangement may include collection of yard debris/organics.

Size	Rate per Month
35 gallon cart	\$23.81
60 gallon cart	\$36.15
90 gallon cart	\$45.05

Recycling Rates for Multi-Family Communities with Compactors or Train Systems

Number of Units	Rate per Month
1-99	\$146.18 (minimum)
100-199	\$2.56 per unit
200-299	\$2.02 per unit
300-399	\$1.77 per unit
400+	\$1.73 per unit

Additional Recycling Services – Drop Box and Commercial Customers

Container Size	Rate per Month
60 gallon	\$16.90 per cart (includes pick up)
90 gallon	\$20.50 per cart (includes pick up)
Metal Tote	\$26.53 monthly rent, plus hourly rate
Cardboard Container	\$26.53 per month for customers that have less than 4 cubic yards of flattened cardboard per month

Miscellaneous Service Rates – Hourly Hauling Rate

Service	Rate per Hour
1 truck + 1 driver	\$111.15
1 truck + 1 driver + 1 helper	\$140.37

INDUSTRIAL DROP BOX AND ROLL OFF COMPACTOR SERVICE RATES

Drop Box / Compactor Rates Haul Rates

Container Size	Haul Rate
10-29 yard drop box	\$131.00
30 yard drop box	\$147.00
40 yard drop box	\$166.00
10-19 yard compactor	\$131.00
20-29 yard compactor	\$147.00
30-39 yard compactor	\$204.00
40+ yard compactor	\$271.00

Additional Drop Box Fees

Service	Rate
Drop Box Delivery Fee	\$59.50
Fee for less than 1 haul per month	\$22.00
Round-trip box (per haul)	\$39.50

Drop Box Rental Fees

Drop Box Size	Rate
10 yard - After 48 hours	\$9.50 / Per Day
20 yard - After 48 hours	\$9.50 / Per Day
30 yard - After 48 hours	\$10.45 / Per Day
40 yard - After 48 hours	\$12.50 / Per Day
10 yard - Monthly	\$89.00 / Per Month
20 yard - Monthly	\$89.00 / Per Month
30 yard - Monthly	\$94.00 / Per Month
40 yard - Monthly	\$99.00 / Per Month

Rent charged is the lesser of the daily or monthly rent total.

SUPPLEMENTAL SERVICES RATES

Type of Service	Rate
Special Services Not Listed:	Cost of Collection/ Disposal
Hauler will charge the reasonable cost of collection and disposal; charge to be related to a similar schedule fee where possible.	
Appliances:	
Large appliances that contain Freon (accessible at curb)	\$52.60
Large appliances without Freon (accessible at curb, Freon removal certificate required for pick up)	\$30.20
Bathtub / Sink / Toilet:	
Fiberglass tub/shower	\$46.75
Sinks without cabinet	\$17.55
Toilet	\$23.40
Carpets:	
Rug	\$17.55
E-Waste (Electronic Devices) Removal:	
TV under 25", PC monitor, laptop	\$17.55
TV over 25"	\$35.10
TV console, TV projector, copiers	\$46.75
Furniture:	
Hide-a-bed	\$46.75
Small furniture – recliner chair, office chair, crib, coffee table, patio table, cabinets, etc.	\$23.40
Large furniture – full sized couch, dining table, dresser, etc.	\$35.10
Mattresses:	
Twin mattress/box spring (set)	\$23.40
Double/queen mattress/box spring (set)	\$35.10
King mattress/box spring (set)	\$41.00
Miscellaneous / Other:	
Basketball hoop	\$46.75
Bicycle	\$17.55
Christmas tree	\$11.20
Entertainment center	\$58.20
Hot tub cover	\$58.20
Hot water heater	\$46.75
Treadmill, door, furnace, barbeque, satellite dish, lawnmower	\$29.25
Waterbed bag	\$17.55
Windows (per window)	\$17.55
Tires:	
Tires with rims – Passenger or light truck	\$23.40
Tires without rims – Passenger or light truck	\$17.55
Tires – Heavy equipment, semi, etc. charged per ton at current disposal facility gate rate	Gate Rate
Return Trip Fee:	\$23.40
Minimum Charge:	\$17.55



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: November 6, 2023	Subject: Ordinance No. 883 An Ordinance of the City of Wilsonville Adopting a Franchise Agreement for Solid Waste Management and Collection Within the City and Repealing Ordinance No. 814 Staff Member: Amanda Guile-Hinman, City Attorney; Stephanie Davidson, Assistant City Attorney Department: Legal	
Action Required <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: November 6, 2023 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: November 6, 2023 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: November 6, 2023 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	Advisory Board/Commission Recommendation <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Council adopt Ordinance No. 883 on first and second reading.		
Recommended Language for Motion: I move to adopt Ordinance No. 883 on first reading. I move to adopt Ordinance No. 883 on second reading. (<i>Two separate motions</i>)		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Council to consider adoption of the proposed Solid Waste Management and Collection Agreement (“Franchise Agreement”) with Republic Services attached hereto as **Attachment A**, which includes accompanying Administrative Rules (the “Administrative Rules”).

EXECUTIVE SUMMARY:

City Council held work sessions on the Franchise Agreement and Administrative Rules on September 18, October 2, and October 16, 2023. This Staff Report highlights certain proposed revisions to the current versions of the Franchise Agreement (Ordinance No. 814) and Administrative Rules, and key revisions made because of direction received from City Council. This Staff Report does not detail non-substantive revisions (e.g., elimination of duplicative or obsolete language, revisions to ensure that terms are defined consistently in Franchise Agreement and Administrative Rules).

In the following sections, deletions of current language are identified by ~~strike through~~ and insertions are identified by *italics*.

I. DIRECTION FROM CITY COUNCIL: ELECTRIC VEHICLES AS AN ALLOWABLE EXPENSE

During the October 16 work session, City Council directed City staff to update the following language excluding new and experimental technologies:

~~“...excluding vehicles or equipment that involve new or emerging technology or that are part of a pilot project or experimental technology are prototypes of potential new fleet vehicles, such as electric Solid Waste trucks, except as otherwise authorized by City Council”~~

This change recognizes that electric vehicles are no longer considered new and emerging technologies, and the purchase of electric vehicles may be an allowable expense under the Franchise Agreement. City staff have made this revision to Article IV(2)(e) of the Franchise Agreement.

II. NEW CATEGORIES OF WASTE: BATTERIES AND SPECIAL WASTE

City staff recommend adding two new categories of waste to the Administrative Rules: (1) Batteries and (2) Special Waste. Although these terms are not in the current version of the Administrative Rules, Republic Services currently provides battery recycling service to Residential customers, and on-call collection of Special Waste to all customers. City staff recommend adding these definitions to the Administrative Rules, and making these service obligations (i.e., current practice) explicit.

III. OTHER PROPOSED REVISIONS TO THE FRANCHISE AGREEMENT

City staff recommend changing the approach to the following subjects in Franchise Agreement:

Subject	Current Franchise Agreement Provision (Ordinance No. 814)	Proposed Revision
Allowable Expenses	Charitable Expenses <u>may not</u> be included as Allowable Expenses, even with City Council approval.	Charitable Expenses <u>may</u> be included as Allowable Expenses with City Council approval. Rationale: Republic Services may engage in charitable activities at the City's direction, or with the City's blessing, and in those instances, those expenses should be Allowable Expenses (and not Operating Margin or profit).
Reporting	Republic Services must provide a total of seven reports each year: <ul style="list-style-type: none"> - Four quarterly reports regarding quarterly gross revenue; - Two reports, each covering a six-month period, regarding operational data (e.g., quantity of materials collected) (the "Bi-Annual Informational Report"); and, - One annual report, covering a twelve-month period, which includes both financial and operational data (the "Annual Report"). 	<ul style="list-style-type: none"> - Eliminate the Bi-Annual Informational Report, but require inclusion of this content in the Annual Report. - Remove all financial data from the Annual Report but require provision of this data to the City during the rate review process. - Change reporting deadlines to match current practice (i.e., shift from a fiscal year basis to a calendar year basis) and adjust all reporting periods accordingly. In particular, change the deadline for submission of the Annual Report to August 15 to allow City Council to review this information during its rate review process, and change the reporting period to the prior calendar year. This deadline and reporting period align with the deadline and reporting period applicable to the rate review process. <p>Rationale: Republic Services has requested relief from the obligation to provide reports that are not directly related to any City Council action. City staff recommend these changes to align the text of the Franchise Agreement with actual practice, and make City Council's review of data received from Republic Services more efficient.</p>
Indemnification	In an indemnification claim brought by a third party against the City (or one of its agents), Republic Services is obligated to pay for separate counsel that is retained by the City (or one of its agents) – in addition to defense counsel retained by Republic Services.	In an indemnification claim brought by a third party against the City (or one of its agents), Republic Services must defend the claim using legal counsel reasonably acceptable to the City, but is not obligated to pay for additional counsel. Rationale: Republic Services has requested this revision, and City staff agree that the proposed revision is reasonable.

IV. REVISIONS RELATED TO MULTIFAMILY CUSTOMERS

City staff recommend revising the definition of “Multifamily” as follows: “Any multi-dwelling building or group of buildings that contains ~~three~~ five or more dwellings on a single ~~tax~~ lot.” Making this change will align our definition of this term with the same definition under Metro’s code and administrative rules. In addition, this change will result in Republic Services’ service obligation for Multifamily customers being consistent across jurisdictions (i.e., triplexes and quad-plexes will be subject to the same service standard under Wilsonville law and Metro law). Republic Services plans to continue their practice of offering triplex and quad-plex customers the option to receive either “Commercial” or “Residential” service.

Further, City staff recommend adding the following language to the Administrative Rules to comply with new Metro requirements:

- Minimum Service. New minimum service requirements for Multifamily customers (at least 20 gallons of solid waste per week, 20 gallons of recyclable materials, and 1 gallon of glass per week).
- Receptacle Requirements. New requirements regarding the volume, color, and labeling of receptacles provided to Multifamily customers.

V. RECYCLE+ PROGRAM

This is a new program that does not currently exist in the Franchise Agreement or Administrative Rules. City staff recommend adding language to the Administrative Rules to establish this program (See Section 8). This language provides that: this is an on-call service, subscribing customers must pay an additional fee, customers are responsible for source separating materials subject to collection under this program, and the City may update the list of materials that is subject to collection under this program. Republic Services is currently troubleshooting the logistical challenges that must be resolved before they can provide this service to Multifamily customers; the proposed language allows Republic Services to provide this service to those customers when it is ready.

VI. FOOD WASTE PROGRAM

Metro established its Food Waste program in 2020 and has implemented and expanded it in stages. The current Administrative Rules provide for voluntary participation in this program. In light of Metro’s current Food Waste program requirements (which include requirements for local governments), City staff recommend revising the Administrative Rules to provide that it is mandatory for businesses to participate in this program when that is required under Metro’s Code and Administrative Rules (these are “Covered Businesses”).

Thus, City staff also recommend adding the following language to the parts of the Administrative Rules relating to the Food Waste program:

- New enforcement and education requirements applicable to the City, Republic Services, and Covered Businesses;
- New fee payable by Covered Businesses for failing to source separate Food Waste from other waste, and,
- New language relating to waivers that Covered Businesses may seek, which would excuse a Covered Business from compliance with the Food Waste collection program when compliance is not reasonably practicable.

VII. OTHER PROPOSED REVISIONS TO THE ADMINISTRATIVE RULES

City staff recommend adding the following language to the Administrative Rules because this language is now required under Metro's administrative rules:

- Service requirement for Residential Customers. Language stating that service to Residential customers must be provided on a weekly basis, and on the same day of the week (e.g., recycling service must be provided on the same day of the week as solid waste service).
- Access to services for tenants. Language providing that landlords must provide access to garbage and recycling service to Residential and Commercial customers.
- Recyclable Materials. Requirements for Commercial customers to source separate recyclable materials, and provide recycling containers and post signs in internal areas.

City staff also recommend the following changes to the Administrative Rules because they represent current practice:

- Drop off service requirements. Eliminate language stating that customers may drop off Solid Waste, Yard Debris or Organic Materials, and allow Republic Services to update drop off service requirements once per year.
- Service Hours. Delay the start of service to Residential and Multifamily customers from 5:30am to 6:00am and add service hours for customers in areas that contain a mix of Residential, industrial, and Commercial customers (5:30am to 7:00pm).
- Hazardous weather provisions. Add language clarifying that Residential customers will not receive a bill reduction or credit if Republic Services must adjust its collection schedule due to hazardous weather.
- Vacation credits. Clarify that Multifamily and Commercial customers are not eligible for vacation credits.
- Yard Debris. Clarify that Yard Debris service is not mandatory for Commercial customers, and "Organic Materials" includes Yard Debris for Residential and Multifamily customers, but does not include Yard Debris for Commercial customers.

EXPECTED RESULTS:

Amendment and restatement of the Franchise Agreement and the Administrative Rules.

TIMELINE:

As drafted, the Franchise Agreement and Administrative Rules would become effective on January 1, 2024.

CURRENT YEAR BUDGET IMPACTS:

Staff do not anticipate any budgetary impacts.

COMMUNITY INVOLVEMENT PROCESS:

City staff have engaged in meetings with Republic Services and have collaborated with Republic Services to draft the proposed revisions to the Franchise Agreement and Administrative Rules.

Updates regarding rates and key changes to service will be published in the December issue of the Boones Ferry Messenger.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Community members, particularly residents, will benefit from updates to the Franchise Agreement and Administrative Rules. The Recycle+ program will allow residents to recycle more materials and remove them from the solid waste disposal stream. The additional requirements for services to multi-family customers will improve the services that residents in multi-family housing receive. This is noteworthy given the number of Wilsonville residents living in multi-family housing.

ALTERNATIVES:

Retain the existing franchise agreement and its related administrative rules, which is not ideal because they are out of date and will not comply with updated Metro regulations.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

- A. Ordinance No. 883
 - 1. Solid Waste Management and Collection Administrative Rules
 - 2. Written Acceptance of Ordinance No. 883

ORDINANCE NO. 883

AN ORDINANCE OF THE CITY OF WILSONVILLE ADOPTING A FRANCHISE AGREEMENT FOR SOLID WASTE MANAGEMENT AND COLLECTION WITHIN THE CITY AND REPEALING ORDINANCE NO. 814.

WHEREAS, Oregon Revised Statutes (ORS) Chapter 459 grants the City of Wilsonville (“City”) the authority to regulate solid waste collection and mandates the development of a recycling program; and

WHEREAS, the City desires to ensure efficient and comprehensive solid waste management and collection services are available to all residents, businesses, and organizations within the City; and

WHEREAS, the City Council has determined that public health, safety, and well-being require an exclusive franchise be awarded to a qualified company for the collection, transportation, processing, and disposal of solid waste, recyclables, yard debris, and food scraps, as more particularly described below; and

WHEREAS, the City Council declares its intention of maintaining reasonable rates and quality service related to the collection, transportation, processing, and disposal of solid waste, recyclables, yard debris, and food scraps; and

WHEREAS, the City Council desires to amend and restate the franchise agreement created by Ordinance No. 814, and repeal Ordinance No. 814.

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

ARTICLE I

Title

This Ordinance will be known as the “Solid Waste Management Ordinance,” and may be so cited and pleaded, and will be referred to herein as the “Ordinance.”

ARTICLE II

Purpose

It is the policy and purpose of the City to protect the health, safety, and welfare of the citizens and the physical environment of Wilsonville through the regulation of solid waste management. This regulation will:

1. Ensure safe, economical, and comprehensive solid waste services, as further defined in this Ordinance;
2. Ensure rates that are just, reasonable, and adequate to provide necessary public services;
3. Prohibit rate preferences and any other practices that might be discriminatory;
4. Provide for technologically and economically feasible recycling and resource recovery, by and through the franchisee;
5. Meet or exceed all applicable ORS Chapter 459 and Metro regulations relating to solid waste management prescribed to local jurisdictions and their authorized franchisees; and
6. Ensure consistent and responsive service and communication with citizens regarding solid waste management operations, education, and requirements.

ARTICLE III

Scope

Services defined, regulated, and authorized in this Ordinance are applicable only within the City limits of the City of Wilsonville and all future annexations during the term of this Ordinance.

ARTICLE IV

Definitions

1. Administrative Rules. The Solid Waste Management and Collection Administrative Rules attached hereto and incorporated herein as **Attachment 1**, and as may be amended in accordance with this Franchise Agreement.
2. Allowable Expenses. Those expenses incurred by Franchisee in the performance of this Franchise that are allowed by the City as reimbursable by the Customer, as enumerated below. Allowable Expenses are allowable only to the extent that such expenses are known and measurable, calculated according to Generally Accepted Accounting Principles (GAAP) on an accrual basis, and comply with the Cost Allocation methodology contained within this Ordinance for the Franchisee's operations within the City, do not exceed the fair market value of comparable goods or services, and are commercially reasonable and prudently incurred by the Franchisee solely in the course of performing its obligations under the Franchise.

See the definition for “Cost Allocation” regarding how certain overall costs are to be proportionately allocated. Allowable Expenses include the following:

- a. Costs of complying with all laws, regulations, or orders applicable to the obligations of Franchisees under federal, state, or local law, including this Ordinance, as well as costs for financial reporting, accounting, and regulatory processes associated with or required by this Franchise or under law, as now or hereafter amended;
- b. Costs of collection, transportation, transfer, and disposal, including tipping fees, excise taxes, Metro Regional System Fees and Excise Tax, and DEQ-imposed fees and taxes;
- c. Labor costs, including operational and supervisory labor, payroll taxes, workers’ compensation, and benefits, as well as third-party transportation costs;
- d. Vehicle registration fees, motor fuel, oil, tires, repairs, and maintenance;
- e. New vehicle and equipment purchases, amortized according to applicable historical trends and Franchisee’s fixed asset policy, excluding vehicles or equipment that are part of a pilot project or experimental technology, except as otherwise authorized by City Council;
- f. Expenses of maintaining other capital assets, including rental charges and/or operating lease payments and repair and maintenance, including container maintenance and repair costs;
- g. Performance bonds and insurance in at least the amounts and coverages required by the City;
- h. All administrative and management costs and expenses reasonably allocated for the Services required under this Franchise, including, but not limited to, compensation, management fees, and benefits for officers and employees, payroll taxes, data processing, billing, equipment or facility rental or lease costs, supplies, finance and accounting, administration, human resource and labor management, rate analysis, and regulatory compliance;
- i. Utilities;
- j. Training, worker safety, and employee development expenses;
- k. Promotion and public education costs;

- l. Depreciation and amortization of capital assets, including any necessary stand-by or back-up equipment used on a regular and ongoing basis in the provision of Services under this Franchise over standardized economic useful lives of the various assets;
- m. Outside professional fees and costs, limited to two percentage points of revenue, unless an extraordinary circumstance exists;
- n. Interest expense, other than interest paid with respect to route or Franchise acquisitions, that is not in excess of market rates ordinarily charged for the various types of financing required for purchases or leases;
- o. Direct write-off charges for bad debts; and
- p. Franchise Fees assessed by the City.

Allowable Expenses, as defined above, shall be reasonable if they are comparable with the expenses incurred by similarly situated solid waste and recycling collection companies in Clackamas and Washington Counties of the State of Oregon. If there is any disagreement or discrepancy regarding what is considered an “Allowable Expense” or “Unallowable Expense,” or the amount of an “Allowable Expense,” Franchisee and the City will work together to resolve the discrepancy. If no resolution is reached, the parties will agree to mediate the discrepancy, in addition to any other legal or equitable remedies that may be available to the parties.

- 3. Annual Franchise Report. The report submitted by Franchisee to the City at the end of each calendar year, as more particularly described in Article XI, Section 2 herein.
- 4. City. The City of Wilsonville.
- 5. Commercial. Stores, offices, including manufacturing and industry offices, restaurants, warehouses, schools, colleges, universities, hospitals, and other non-manufacturing entities. “Commercial” does not include other manufacturing activities or business, or processing activities in residential dwellings.
- 6. Cost Allocation. The following allocation methodology will be used to determine certain Allowable Expenses attributable to Service rendered for the City:
 - a. Operational cost: The Franchisee will perform an annual survey or report to calculate the time spent in each jurisdiction Franchisee services by Residential,

Multifamily, and Commercial route. The annual total hours and total cost will be used to proportionately allocate Franchisee's overall operational costs, such as labor and benefits, fuel, oil, maintenance, vehicle and container leases, vehicle licenses, capital assets, utilities, and training, for Residential, Multifamily, and Commercial Service within the City (e.g., labor costs as an Allowable Expense should represent a proportionate share of Service within the City compared to Franchisee's services utilized by other cities and counties).

- b. Direct cost: The entire cost of Franchise Fees and other expenses directly related to Service within the City and that are not attributable to Franchisee's services performed in other jurisdictions will be used to determine the Allowable Expenses attributable to Service rendered in the City.
7. Council. The City Council of the City of Wilsonville.
8. CPI. The All Urban Consumers for West-Size Class A Consumer Price Index, as defined by the United States Bureau of Labor Statistics for the most recent twelve-month period reported by the Bureau as of September 1 for the applicable current year, rounded to the nearest hundredth percent, or other index that replaces this index.
9. Cure Period. The thirty (30) day period Franchisee has from date of Written Notice to correct any default pursuant to Article XIV. In the case of default by Franchisee, if Franchisee notifies the City that it cannot, in good faith, cure the default within the thirty (30) day Cure Period, then the City may elect to extend the cure period to an agreed upon time period.
10. Customer(s). Individuals, groups, businesses, corporations, or other recognized entities receiving Service from the Franchisee within the City.
11. DEQ. State of Oregon Department of Environmental Quality.
12. EPA. United States Environmental Protection Agency.
13. Extraordinary Rate Increases. Service Rate charged by Franchisee to its Customers sought to be increased by Franchisee under Article VIII of this Ordinance.
14. Franchise. A contract with the City allowing Franchisee to use any City-owned public right-of-way to collect, transport, process, and dispose of Waste and to

perform other responsibilities set out in this Ordinance and the Administrative Rules.

15. Franchise Fee. Franchise Fee is defined in Article VII of this Ordinance.
16. Franchisee. The Person granted the Franchise by this Ordinance. The particular Franchisee referred to in this Ordinance is Keller Drop Box, Inc., an Oregon corporation, dba Republic Services of Clackamas and Washington Counties.
17. Gross Revenue. For any period of time:
 - a. Gross accrual-based billings by the Franchisee to Customers for Services provided under this Franchise; and,
 - b. The allocated gain on the sale of fixed assets, the depreciation or amortization from which was an Allowable Expense under the terms of this Ordinance, and refunds, sales proceeds, or other reimbursements for any other expense that was an Allowable Expense under this Ordinance.
18. Hazardous Waste. Hazardous Waste includes:
 - a. Discarded, useless or unwanted materials or residues resulting from any substance or combination of substances intended for the purpose of defoliating plants or for the preventing, destroying, repelling or mitigating of insects, fungi, weeds, rodents or predatory animals, including but not limited to defoliants, desiccants, fungicides, herbicides, insecticides, nematocides and rodenticides.
 - b. Residues resulting from any process of industry, manufacturing, trade or business or government or from the development or recovery of any natural resources, if such residues are classified as hazardous by order of the Oregon Environmental Quality Commission, after notice and public hearing. For purposes of classification, the Oregon Environmental Quality Commission must find that the residue, because of its quantity, concentration, or physical, chemical or infectious characteristics may:
 - i. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
 - ii. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

- c. Discarded, useless or unwanted containers and receptacles used in the transportation, storage, use or application of the substances described in (a) and (b) of this subsection.
 - d. To the extent not covered by the preceding subsections of this Section 18, any amount of waste listed or characterized as hazardous by the EPA or the State of Oregon pursuant to the Resource Conservation and Recovery Act and by any other applicable law, including but not limited to ORS Chapter 466.
19. Multifamily. Any multi-dwelling building or group of buildings that contains five or more dwellings on a single lot.
 20. Operating Margin. Gross Revenues minus Allowable Expenses within the applicable calendar year. For clarity, Franchisee may not include any Unallowable Expenses as “Allowable Expenses” when calculating its Operating Margin.
 21. Organic Materials. Materials which can be biologically synthesized by plants or animals from simpler substances, are no longer suited for their intended purpose, and are readily broken down by biological processes into soil constituents. “Organic Materials” includes, but is not limited to, food waste, paper, and putrescible materials which are generally a source of food for bacteria. For Residential and Multifamily Customers, “Organic Materials” include Yard Debris; for Commercial Customers, “Organic Materials” do not include Yard Debris. Other Materials. Bulky Waste, tires, Infectious Waste, Unacceptable Waste, Household Hazardous Waste, and Special Waste (as that term is defined in the Administrative Rules), specifically excluding Recycle+ Materials.
 22. Person. An individual, partnership, association, corporation, limited liability company, sole proprietorship, cooperative, estate, trust, firm, governmental unit, or any other entity in law or fact.
 23. Quarterly Franchise Fee Report. The report submitted by Franchisee to the City at the end of each quarter, as more particularly described in Article XI, Section 1 herein.
 24. Recyclable Materials. Any material or group of materials that can be collected and sold for Recycling at a net cost equal to or less than the cost of collection and disposal of the same material, or other materials as may be designated by the City.

25. Recycle+ Collection Service. An optional recycling service offered by Franchisee for the collection of Recycle+ Materials for reuse or recycling.
26. Recycle+ Materials. Recyclable Materials that are acceptable by Franchisee pursuant to the Recycle+ Collection Service, which are listed in the Administrative Rules.
27. Recycling. The collection, transportation, storage, and processing of Recyclable Materials.
28. Residential. A single-family dwelling unit, duplex (i.e., an attached two-dwelling unit), triplex, or quadplex on a single lot.
29. Resource Recovery. The process of obtaining useful material or energy resources from Waste, including energy recovery, materials recovery, Recycling, or reuse of Waste.
30. Service. The collection, transportation, transfer, disposal of, or Resource Recovery of Waste by Franchisee pursuant to this Franchise Agreement and the Administrative Rules.
31. Service Rates. The cost Customers pay for Service provided by Franchisee as adjusted pursuant to Article VIII of this Ordinance.
32. Solid Waste. All useless or discarded putrescible and non-putrescible materials including, but not limited to, garbage; rubbish; refuse; ashes; useless or discarded commercial, industrial, demolition, and construction materials; discarded residential, commercial, and industrial appliances (to the extent that such appliances do not contain Freon or other refrigerants); manure; equipment and furniture; vegetable or animal solid or semisolid waste; dead animals; and infectious wastes. "Solid Waste" does not include:
 - a. Unacceptable Waste;
 - b. Sewer sludge, septic tank and cesspool pumping, or chemical toilet waste;
 - c. Cardboard generated by a Person that is the generator or source, and baled and transported to a Resource Recovery facility (such Person is deemed to have transported cardboard when it is hauled by a vehicle used in regular deliveries of merchandise to the Person's business);

- d. Material used for fertilizer or other productive purposes in agricultural operations;
 - e. Discarded or abandoned vehicles or parts of vehicles;
 - f. Tires;
 - g. Recyclable Materials, Organic Materials, Other Materials, or Recycle+ Materials that are Source Separated and set out for Recycling; or
 - h. Material that is not acceptable for disposal at the transfer station and/or disposal facility utilized by Franchisee or not acceptable for recycling at the recycling facility utilized by Franchisee, as provided in the Administrative Rules.
33. Solid Waste Management and Collection. The prevention or reduction of Solid Waste generation; management of the storage, collection, transportation, treatment, utilization, processing, and final disposition of Solid Waste; Resource Recovery from Solid Waste; Recycling, reuse, and material or energy recovery from Solid Waste; and facilities necessary and convenient to such activities.
34. Source Separated Materials. Material comprising a waste (such as glass, metals, paper, plastics) that has been separated at its point of generation.
35. Unacceptable Waste. Unacceptable Waste means: (1) oils, fats, other liquids, and semi-solid wastes; (2) Hazardous Waste; and (3) any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law or any otherwise regulated waste.
36. Unallowable Expenses. Includes the following:
- a. All political contributions;
 - b. Charitable expenses that are not expressly approved by the City as an Allowable Expense;
 - c. Fines and penalties incurred by Franchisee, including, without limitation, judgments for violation of applicable laws.
 - d. Payments for services provided by individuals related by blood or marriage or by affiliated companies to Franchisee to the extent that such payments exceed the reasonable cost that would be charged by an independent third party to provide the substantially equivalent service;
 - e. Accruals for future unknown regulatory changes;

- f. Costs associated with purchase of other companies, including, but not limited to, employee stock ownership plan payments, goodwill, amortization of goodwill, and premiums on key-person life insurance policies;
- g. Principal or interest payments on the acquisition of any new Service routes;
- h. The purchase of equipment and/or facilities to the extent of the portion of the price that reflects goodwill or a premium in excess of fair market value at the time of acquisition;
- i. State and federal income taxes, and any federal, state, local or other taxes or fees not expressly listed as an Allowable Expense;
- j. Fees paid to a Franchisee's Board of Directors;
- k. Attorney's fees and related expenses resulting from:
 - i. Any judicial proceeding in which the City and Franchisee are adverse parties;
 - ii. Any judicial proceeding in which Franchisee is ruled to be liable due to willful misconduct, gross negligence, or in violation of law or regulation;
- l. Operation of community access recycling depot not physically located or operated in conjunction with Franchisee's transfer station;
- m. Recycling operations expenses already calculated and incorporated into Franchisee's tipping fees;
- n. Costs or expenses incurred for providing Service to another jurisdiction, or, when such costs or expenses are incurred for providing Service to multiple jurisdictions, any costs or expenses above the proportional share attributable to Service within the City;
- o. Donated Services, including the "Wilsonville Clean-Up Days" and the "Fall Leaf Clean-Up" events identified in the Administrative Rules, except for Disposal costs associated with these Services;
- p. Any other expenses defined as "unallowable" and approved by mutual consent of Franchisee and the City.

If there is any disagreement or discrepancy regarding what is considered an "Allowable Expense" or "Unallowable Expense," Franchisee and the City will

work together to resolve the discrepancy. If no resolution is reached, the parties will agree to mediate the discrepancy, in addition to any other legal or equitable remedies which may be available to the parties.

37. Written Notice. Any notice provided in writing pursuant to this Ordinance. Any applicable time period begins to run the next day after personal delivery of the Written Notice or three (3) days after mailing the Written Notice.
38. Waste. Material that is no longer usable or that is no longer wanted by the source generator of the material, which material is to be utilized or disposed of by another person. For the purpose of this paragraph, “utilized” means the productive use of wastes through recycling, reuse, salvage, resource recovery, composting, energy recovery, or land filling for reclamation, habilitation or rehabilitation of land. “Waste” includes Solid Waste, Recyclable Materials, Other Materials, Organic Materials (and thus, food waste and Yard Debris), Recycle+ Materials and Bulky Waste, as that term is defined in the Administrative Rules.
39. Yard Debris. Grass clippings, leaves, hedge trimmings, and similar vegetative waste of no greater than 4 inches in diameter and 36 inches in length, and other similar vegetative waste generated from landscaping activities or from residential property. “Yard Debris” does not include stumps, rocks, or bulky wood materials. “Yard Debris” also does not include sod or dirt in excess of de minimis amounts (e.g., dirt that surrounds the root ball of a plant).

ARTICLE V

Franchise Award

1. Exclusive Franchise. The City hereby grants to Franchisee, as of the effective date of this Ordinance, the exclusive right, privilege, and Franchise to provide Service within the City limits in the manner described in the Solid Waste Management and Collection Administrative Rules (Article XV herein), and in any area that may be hereafter annexed to the City. Except as allowed in this Ordinance, no other Person may provide Service within the City or over the public roadways within the City limits.
2. Exceptions. Nothing in this Ordinance will:

- a. Prohibit any Person from engaging in the collection of Source Separated Materials for Resource Recovery for the purpose of raising funds for a charitable, civic, or benevolent activity, or an educational project of a full time elementary or high school class, after notice to the Franchisee and permission from the Franchisee or the Council;
- b. Prohibit any Person who is employed as a gardener, landscaper, groundskeeper, or remodeler for a property owner or tenant in the City, who produces ten (10) yards or less of Solid Waste or Yard Debris as a result of the Person's work for a property owner or tenant in the City, from transporting Solid Waste or Yard Debris in the Person's own equipment where the Solid Waste or Yard Debris produced is incidental to the particular job the Person is performing for a property owner or tenant in the City;
- c. Prohibit any Person from transporting Solid Waste the Person generates to an authorized disposal site or Resource Recovery facility. The Solid Waste generated by a tenant, licensee, occupant, or Person other than the owner of the premises is generated by such Person, and not by the property owner (e.g., a tenant may dispose of the tenant's own Solid Waste, but an owner cannot dispose of the tenant's Solid Waste by any means other than the Franchisee's Service);
- d. Prohibit any Person from contracting with a state or federal agency to provide Service to such agency under a written contract with such agency.
- e. Prohibit any Person from selling any Source Separated Material to the Franchisee, or making other arrangements mutually acceptable to the Franchisee and Customer, providing the Franchisee transports the material to the market or utilization facility for such Source Separated Material. The Franchisee is entitled to a reasonable charge for taking the material to market. The Person who is the immediate source of the material will receive credit for the sum received for the Resource Recovered material as against that Person's bill for Service from the Franchisee during the Franchisee's billing period. Any excess of the sum received for the material at the utilization or market facility

over the Franchisee's bill for Service and transporting the Source Separated Material will be reimbursed to the Customer at the end of the billing period.

3. Solid Waste Removal. No Person, except the immediate generator of Solid Waste, may remove any product placed in a cart, container, drop box, or other receptacle, except to the extent allowed by applicable law. Nor may any Person other than the immediate generator remove or take possession of any Solid Waste, whether bundled, tied, or loose, placed by the source of the product for collection by the Franchisee. This provision does not:
 - a. Apply to a government employee acting to remove Solid Waste or waste because of a present or imminent danger;
 - b. Prohibit any Person transporting Solid Waste through the City that is not collected within the City;
 - c. Require Franchisee to store, collect, transport, dispose of, or Resource Recover any Unacceptable Waste; provided, however, that Franchisee may engage in a separate business of handling such wastes separate and apart from this Franchise and Chapter; or
 - d. Prevent the City from conducting an annual clean-up campaign for the collection of Recyclable Materials, Organic Materials, Solid Waste, Other Materials, or Recycle+ Materials from the residences in the City, or in any other way providing for the beauty of the City and the safety and convenience of its citizens.
4. Unauthorized Use. No Person is permitted to place any material in a container, drop box, or other receptacle not provided for such Person's use without the permission of the Person receiving the Service from the Franchisee.
5. Title. Title to Solid Waste shall pass to Franchisee when loaded into Franchisee's collection vehicle or otherwise received by Franchisee. Title to and liability for any Unacceptable Waste shall at no time pass to Franchisee. Franchisee shall have the right to revoke acceptance of any Solid Waste at any time such Solid Waste is discovered to be or contain Unacceptable Waste.

ARTICLE VI

Franchise Term

The rights, privileges, and Franchise herein granted will terminate June 30, 2028, unless sooner terminated in accordance with the provisions herein. If mutually agreed upon, in writing, by the Franchisee and the City, the parties have the option to renew this Franchise for up to two (2) additional five (5) year periods.

ARTICLE VII

Franchise Fee

1. Franchise Fee. In consideration of the Franchise by this Ordinance, the Franchisee must pay to the City five percent (5%) of the Gross Revenue collected by the Franchisee for Service within the corporate limits of the City for the rights, privileges, and Franchise granted by this Ordinance. The Franchise Fee is an Allowable Expense and, as such, will be included in determining Franchisee's Operating Margin.
2. Franchise Fee Payment. The Franchisee shall submit payments not later than forty-five (45) days after the end of each quarter (i.e., not later than forty-five (45) days after September 30, December 31, March 31, and June 30 of each year). Each quarterly payment will be accompanied by a complete statement setting forth the Gross Revenue collected for the quarter. There will be a reconciliation of final Gross Revenue on the quarterly report ending December 31 of each year for the prior calendar year.
3. Late Payments; Interest. Should Franchisee fail or neglect to make the quarterly payment on the payment date stated in Section 2 of this Article, the City will provide Written Notice of failure of payment to Franchisee, either by personal delivery or certified mail. Franchisee will have ten (10) calendar days from the Written Notice to remit payment to the City. If Franchisee fails to pay within the ten (10) calendar days, the City may charge interest retroactive to the payment due date, at a rate of twelve percent (12%) per annum, and may, at its option, either continue the Franchise in force and proceed by suit or action to collect the payment, or declare a forfeiture of the Franchise because of the failure to make payment, but without waiving its right to collect earned Franchise payments and interest.

ARTICLE VIII

Establishment and Modification of Service Rates

1. Amendments to Service Rate. Amendments to Service Rates must be approved by Council, and may be approved by resolution.
2. Annual Service Rate Adjustment. It is the goal of Council to provide Franchisee with a target Operating Margin of ten percent (10%) of Gross Revenues, but no less than eight percent (8%) and no greater than twelve percent (12%). Except as provided in Section 3 of this Article, the Service Rate will be adjusted annually under the following circumstances:
 - a. Service Rates will not increase in the next calendar year if the expected Operating Margin in the next calendar year is equal to or greater than twelve percent (12%) of Gross Revenues.
 - b. If the expected Operating Margin in the next calendar year is equal to or greater than ten percent (10%) but less than twelve percent (12%) of Gross Revenues, Service Rates will be adjusted to reflect seventy-five percent (75%) of the percentage increase, if any, in the CPI.
 - c. If the expected Operating Margin in the next calendar year is equal to or greater than eight percent (8%) but less than ten percent (10%) of Gross Revenues, Service Rates will be adjusted to reflect one hundred percent (100%) of the percentage increase, if any, in the CPI.
 - d. If the expected Operating Margin in the next calendar year is less than eight percent (8%) of Gross Revenues and Franchisee is not entitled to an Extraordinary Rate Increase provided in Section 3 below, Service Rates will be adjusted to reflect one hundred twenty-five percent (125%) of the percentage increase, if any, in the CPI. For clarity, the table below illustrates the percent of the CPI increase, if any, that will be applied to the Service Rates depending on the projected Operating Margin:

Operating Margin	Percent of CPI Increase, If Any
12% or greater	No adjustment
10% up to, but not including, 12%	75% of CPI increase
8% up to, but not including, 10%	100% of CPI increase
Less than 8%	125% of CPI increase

- e. The percentage increase of the Service Rate based on the CPI is capped at seven-and-one-half percent (7.5%) in any given year. If the CPI results in a negative percentage change or no change in any given year, then no Service Rate adjustment will occur for that calendar year.
 - f. Franchisee must report its actual revenue and expenses attributable to Customers in the City necessary for the City, or its designee, to adequately verify compliance with the Service Rate allocation methodology set forth in this Ordinance. Resources allocated from regional or national corporate offices or affiliates must be distributed to appropriate expense line items, and must also be disclosed in a schedule describing total allocations and their distribution to individual expense line items.
 - g. Franchisee will provide the information required under subsection (f), above, together with supporting documentation, to the City Manager or designee no later than August 15. The City Manager or designee will verify the CPI and Service Rate adjustment, if any, in writing, to Franchisee on or about October 15. Any Service Rate adjustment allowed under this Section 2 will take effect at the beginning of the next calendar year commencing on January 1. The City Manager or designee must update the City's rate schedule to reflect the any amendments to Service Rates.
 - h. Franchisee will provide any relevant updates relating to operations and customer experience to the City during or before consideration of any Service Rate adjustment.
 - i. The City has the authority to commission reviews or analysis of Franchisee's Annual Franchise Reports and other documents supporting a Service Rate adjustment to validate submissions. The City has further authority to review Franchisee's books, records, and accounts to verify the accuracy of Franchise Fees paid to the City, Franchisee's Operating Margin, and/or any Extraordinary Rate Increases as provided in Article XI herein.
3. Extraordinary Rate Increase. In the event an extraordinary or unanticipated event, including a change in law, a change in disposal site, an adjustment to the disposal rate by Metro, or a mandate from a government entity to provide a new type of

Service, causes an increase greater than two percent (2%) in Franchisee's annual cost for Allowable Expenses, and is projected to decrease Franchisee's Operating Margin below eight percent (8%) of Gross Revenues, then Franchisee may submit a written request to the City Manager or designee for an Extraordinary Rate Increase. The written request must include Franchisee's calculations, and supporting documentation, of the impact of the change. Any requested Extraordinary Rate Increase must be approved by Council through a resolution. Franchisee's request for approval of an Extraordinary Rate Increase shall not be unreasonably withheld or delayed so long as Franchisee's request meets the requirements of this Section 3. This Section is not to be construed as to require the City to accept that Franchisee's calculations are correct or to allow an Extraordinary Rate Increase if the City finds that Franchisee's request does not meet the requirements of this Section. The City may undertake any review of Franchisee's books, records, and accounts necessary to evaluate the validity of Franchisee's request for an Extraordinary Rate Increase.

4. **Surcharges.** The Franchisee may assess a surcharge on Customers to compensate for previously unforeseen, but likely temporary, additional costs to the Franchisee. Franchisee must submit a written request for a specific surcharge, with supporting documents, to the City Manager or designee. The City Manager or designee will perform a review of Franchisee's request and may seek additional documents or clarification from Franchisee. The City Manager or designee will present Franchisee's written request to Council not later than forty-five (45) days after receipt of the written request. Any such surcharges must be approved through a resolution adopted by Council prior to Franchisee assessing Customers. The resolution adopting a surcharge will set a date for Council to review whether to continue the surcharge to a later review date, modify the surcharge, or terminate the surcharge.

ARTICLE IX

Franchisee Responsibility

1. The Franchisee must collect the Solid Waste at the various residences, business establishments, and other places within the corporate limits of the City where such

Service is required or requested and haul such Solid Waste from the City authorized by the most recent rate schedule approved by the Council.

2. The Franchisee shall:
 - a. Dispose of Solid Waste collected at a site approved by the local government unit having jurisdiction, or recover resources from the Solid Waste, in compliance with Oregon law.
 - b. Provide sufficient collection vehicles, containers, facilities, personnel, and finances to provide all types of necessary Service. When necessary, the Franchisee may subcontract with others to provide certain types of specialized service, in accordance with the provisions of this Ordinance.
 - c. Equip trucks with a leak-proof, compactor-type metal body. If the Franchisee uses a specially-designed motorized local collection vehicle for transporting Solid Waste short distances from Residential, Multifamily, or Commercial stops to waiting trucks, the Franchisee must equip the container portion of the vehicle with a cover adequate to prevent scattering of the load. If any pickup truck or open-bed truck is used by the Franchisee, the Franchisee must equip the truck with an adequate cover to prevent scattering of the load. The Franchisee must operate all vehicles in conformity with all City ordinances.
 - d. Deposit a minimum of three (3), thirty (30) yard drop boxes at locations designated by the City, to be hauled away and replaced as many times as may be necessary for the one (1) week period during which the “Wilsonville Clean-Up Days” event takes place.
3. The Franchisee shall not:
 - a. Be obligated to provide Service to non-owners of Residential property where the landlord does not request and pay the bill, unless payment for Service has been guaranteed in advance by the property owner or a satisfactory cash deposit or advance payment has been made by such non-owner requesting Service. The reference to residential property in this Section does not include trailer parks and apartment buildings.
 - b. Give any rate preference to any Person, locality, or type of Solid Waste stored, collected, transported, disposed of, or resources recovered. This paragraph

does not prohibit uniform classes of rates based upon length of haul, time of haul, type or quantity of waste handled, and location of Customers, so long as such rates are reasonably based upon costs of the particular Service and are approved by the Council in the same manner as other rates.

- c. Transfer or assign this Franchise, except upon approval by the Council as a result of a resolution passed by the Council. The Council will approve the assignment or transfer if the new Franchisee meets all applicable requirements met by the original Franchisee. A pledge of this Franchise as security will not be considered a transfer or assignment for the purpose of this Section.
4. Supervision. Service provided under this Franchise is subject to the supervision of the City Manager or such person designated by the City Manager or by the Council.
5. Access for Inspection and Delivery of Notices. Franchisee must make all of Franchisee's premises, facilities, equipment, and records related to its Solid Waste, Recyclable Materials, Organic Materials, Other Materials, and Recycle+ Materials collection services (including, but not limited to, offices, storage areas, financial records, non-financial records, records pertaining to the origin of any Solid Waste collected by Franchisee, receipts for sale or delivery of collected Recyclable Materials, Customer lists, and all records relating to vehicle maintenance and safety that are required under Oregon Department of Transportation motor carrier requirements and regulations and Oregon Revised Statutes Chapter 767) available for inspection by the City Manager or designee within forty-eight (48) hours of Written Notice by certified mail or personal delivery. Such inspections are only for purposes of enforcing this Ordinance and are restricted to normal business hours. During normal business hours, Franchisee must make all company premises and facilities accessible to the City for delivery of any Written Notices. Where receptacles are stored in the public right-of-way, or when the City is inspecting a situation where the Franchisee is allegedly commingling Recyclable Materials, Organic Materials, Other Materials, or Recycle+ Materials with Solid Waste, the need for 48-hour prior Written Notice does not apply to inspection of receptacles or vehicles.

6. Service Interruption or Termination. The Franchisee shall not terminate Service to any or all of its Customers served under this Franchise except in accordance with the provisions of this Ordinance. Service may be interrupted or terminated when:
 - a. The street or road access is unavoidably blocked through no fault of the Franchisee and there is no reasonable alternate route to serve all or a portion of its Customers. In either event, the City will not be liable for any such blocked access; or
 - b. Adverse weather conditions render providing Service unduly hazardous to persons or equipment providing such Service or if such interruption or termination is caused by an act of God or a public enemy.
7. Subcontracts. The Franchisee may subcontract with others to provide specialized service or temporary service under this Ordinance only upon prior written consent of the City, which written consent will not be unreasonably withheld. Such subcontract will not relieve the Franchisee of total responsibility for compliance with this Ordinance.

ARTICLE X

Insurance and Bonds

1. Insurance. The Franchisee shall obtain, at Franchisee's expense, and keep in effect during the term of this Franchise:
 - a. Comprehensive Commercial General Liability Insurance. Commercial general liability insurance must cover bodily injury and property damage, written on an "occurrence" form policy. This coverage should be in the following minimum insurance coverage amounts: The coverage shall be in the amount of \$5,000,000 for each occurrence and \$10,000,000 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 coverage must be carried and maintained at all times during this Franchise.
 - b. Workers Compensation Insurance. Franchisee and all employers providing work, labor, or materials under this Franchise 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. This shall include Employer's Liability Insurance with coverage limits of not less than \$1,000,000 for each accident.

- c. Pollution Liability Coverage. Franchisee shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze, or other hazardous materials, or disturbance of any hazardous materials, in accordance with DEQ and EPA clean-up requirements. The coverage shall be in the amount of \$2,000,000 for each occurrence and \$6,000,000 general aggregate.
- d. Business Automobile Liability Insurance. Franchisee shall provide the City a certificate indicating Franchisee has business automobile liability coverage for all owner, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$5,000,000.
- e. 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 any or all insurance carrier(s) with a financial rating that is unacceptable to the City.
- f. Certificates of Insurance. As evidence of the insurance coverage required by this Franchise, Franchisee shall furnish a Certificate of Insurance to the City. This Franchise shall not be effective, and Services shall not be performed hereunder, until the required certificates have been received and approved by the City. Franchisee agrees that it will not terminate or change its coverage during the term of this Franchise without giving the City at least thirty (30) days' prior advance notice, and Franchisee 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.

2. Bonds. The Franchisee shall furnish a bond to the City that is acceptable to the City to ensure the faithful performance by the Franchisee of the Service the Franchisee is required to provide under this Ordinance. The bond will provide for liquidated damages as provided in Article XIV, Section 3.

ARTICLE XI

Review of Records

1. Quarterly Franchise Fee Reports. Franchisee must complete and remit to the City Manager or designee a Quarterly Franchise Fee Report no later than the date the quarterly Franchise Fee payment is due. The Quarterly Franchise Fee Report must include a statement of Gross Revenue for that quarter covered by the tendered Franchise Fee. Such statements are public records. Franchisee must maintain books and records disclosing the receipts derived from Service conducted within the City, which must be open at reasonable times for review by the City Manager or designee within forty-eight (48) hours of Written Notice by certified mail or by personal delivery. Intentional misrepresentation of Gross Revenue constitutes a material breach of the Franchise and this Ordinance and is cause to initiate the process to terminate the Franchise, in addition to any other legal or equitable remedies available to the City.
2. Annual Franchise Reports. Franchisee must complete and remit to the City Manager or designee an Annual Franchise Report, no later than August 15 of each calendar year, which must include the following information:
 - a. Information about Customer counts, Services provided, disposal volumes, and Recycling activities for all Customer classifications and for all programs identified in this Ordinance for the prior calendar year.
 - b. A synopsis of Franchisee's operations during the prior calendar year, including: a description of the measures the Franchisee has taken to make its operations more efficient, a listing of efficiency measures which it intends to take in the next calendar year, a composite table showing the type and number of customer service complaints and a description of the measures that the Franchisee has taken or is planning to take to correct the cause of commonly reported

complaints, and such other information as requested by the City Manager or designee.

- c. A description and quantification of communication, outreach, and educational activities performed by Franchisee during the prior calendar year.
 - d. A summary of food waste contamination instances, including information regarding the fees assessed and any rejected loads (e.g., amount of food waste disposed of as solid waste) during the prior calendar year.
 - e. The quantities of Solid Waste, Recyclable Materials, Organic Materials, and Other Materials by Customer classification collected within the City during the prior calendar year, the locations to which these materials were delivered, the number of Customer accounts, and other information requested by the City Manager or designee and mutually agreed upon by Franchisee.
 - f. A summary of communication, marketing, and educational outreach conducted by Franchisee during the prior calendar year.
 - g. The number of Customer complaints and a summary of the type of complaints received during the prior calendar year, along with a summary of Franchisee's response to these Customer complaints.
4. Franchisee may identify specific information submitted to the City in Quarterly Franchise Fee Reports, Annual Franchise Report, and any other documents or information provided to the City as "CONFIDENTIAL," and it will not be subject to public disclosure except as required by applicable federal or state law. If the City receives a request for disclosure of information marked as "CONFIDENTIAL" pursuant to this Ordinance, the City Manager or designee will notify Franchisee within seven (7) calendar days after receiving the request to allow Franchisee an opportunity to defend against the requested disclosure through appropriate legal action. The City is not obligated to defend against the disclosure of any information marked "CONFIDENTIAL" by Franchisee.
 5. No later than forty-eight (48) hours after Written Notice, Franchisee must make available for inspection, copying, and review by the City Manager or designee, at any time during normal business hours, all records in Franchisee's possession that the City Manager or designee deems relevant to verifying the accuracy of Franchisee

Fees paid to the City, regulating Service Rates, or carrying out any responsibility that Franchisee or the City has under this Ordinance.

6. No more often than once during any calendar year, the City may perform a review of the books, records, and accounts of Franchisee for the prior year through a certified public accountant, or such other professional chosen by the City, to verify the accuracy of Franchise Fees paid to the City, Franchisee's Operating Margin, and/or any Extraordinary Rate Increases.
 - a. In the event such review discloses any difference in payment due to either the City or Franchisee, the review will be submitted to the Council. The Council may accept, reject, or modify the findings in the review. If the Council orders, by resolution, payment to the City or Franchisee, such payment owed is due and payable within thirty (30) calendar days of the date of the resolution.
 - b. If the review discloses a discrepancy in Franchisee's actual Allowable Expenses upon which an Extraordinary Rate Increase is approved by the Council through resolution was based, Service Rates may be adjusted to reflect the Service Rates authorized under Article VIII, through resolution of the Council, within forty-five (45) calendar days of the date of the resolution.
 - c. If Franchisee owes the City a payment of the Franchise Fee under (6)(a) of this Article, and the payment is more than one percent (1%) of the annual Franchise Fee, Franchisee will reimburse the City all its actual costs for the review and the City may request an additional review during the next calendar year, with all actual costs of such additional review paid by Franchisee. The City may also charge interest retroactive to the payment due date, at a rate of twelve percent (12%) per annum.
 - d. City and Franchisee are not required to make payments to the other for years that previously have been, or could have been, reviewed by the City. Prior review years may not be reopened based on findings made in connection with the review of a subsequent year unless the City finds evidence implicating intentional misrepresentation by Franchisee.

ARTICLE XII

City Responsibility

1. Emergency Service. In the event the Council finds an immediate and serious danger to the public creating a hazard or serious public nuisance, the Council may, after a minimum of twenty-four (24) hours' actual notice to the Franchisee, and a public hearing if Franchisee requests it, authorize another Person to temporarily provide Service under this Ordinance, or the City may provide such Service. Franchisee will make all reasonable efforts to assist the City in such emergency situations. In the event the power under this Section is exercised, the usual charges for Service will prevail, and the Franchisee is entitled to collect such usual charges but shall reimburse the City for its actual cost, as determined by the City.
2. City Collection. Nothing herein contained is to be construed in any way as to prevent the City from conducting a semi-annual clean-up campaign for the collection of brush, cleaning out of garages or basements, or any other facility or location in the City so as to prevent public nuisances and so as to provide for the beauty of the City and the safety of its citizens.
3. City Enforcement. The City, through its appropriate officers, shall take all appropriate steps to protect the exclusive right of Franchise hereby granted to the Franchisee.
 - a. The City has the authority to enforce this Ordinance, the Administrative Rules, and any other rules and regulations adopted pursuant thereto. The City Manager or designee may entitle appropriate city employees, including police officers, and others to enter premises to ascertain compliance with this Ordinance and the Administrative Rules. No premises shall be entered without first attempting to obtain the consent of either the owner or person in control thereof, if different. If consent cannot be obtained, the City representative shall secure a search warrant from the appropriate court before attempting to gain entry and shall have recourse to every other remedy provided by law to secure such entry.
 - b. City shall seek to enforce the rights the City has granted to Franchisee hereunder, however the City shall not be obligated to instigate litigation to protect the rights of Franchisee. Franchisee may independently enforce its

rights under this Solid Waste Management Ordinance and the Administrative Rules against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Franchisee without obligating the City to join any such litigation. Notwithstanding the foregoing, the City shall enforce its municipal ordinances in the ordinary course against third parties providing authorized Service and shall, if necessary, pass such additional ordinances as may be required to maintain the exclusiveness of the Franchise.

- c. **Damages and Penalties.** The City may prosecute in the Wilsonville Municipal Court any Person's violation of or non-compliance with this Ordinance or the Administrative Rules in accordance with Wilsonville Code Chapter 1. Any Person who provides Services in violation of the Franchise or this Solid Waste Management Ordinance shall also be liable to Franchisee and the City, as applicable, for each of their damages, including without limitation, the following:

- i. Lost customer revenue due Franchisee;
- ii. Franchise fees owed the City;
- iii. Other appropriate legal or equitable remedy available to Franchisee and/or the City; and
- iv. Reasonable Attorney's fees, expenses and costs incurred by Franchisee in enforcing the Franchise and Solid Waste Collection Ordinance, including any attorney fees incurred at trial or on appeal.

- 4. **Annexation.** Immediately upon the annexation to the City of additional territory, the City shall take such steps as may be necessary to give the Franchisee the exclusive right to collect Solid Waste within the annexed area. The City shall notify any other Solid Waste collector to cease collection on or before ninety (90) days from the date of such notice. Franchisee shall endeavor to arrive at a mutually satisfactory agreement with any other Solid Waste collector who has been serving any such newly annexed area concerning appropriate compensation for the cessation of its Solid Waste collection Services. In the event the Franchisee and other Solid Waste collector cannot reach an agreement, the matter may be submitted

to an arbitration board. The arbitration board will consist of one arbitrator selected by the Franchisee, one selected by the City, and one selected by the Solid Waste collector in the newly annexed area. The decision of the arbitration board will be binding on all parties to the arbitration, and the award of the arbitrators will be final. In the event of arbitration, it is contemplated that the award will include payment of money by the Franchisee to the Solid Waste collector in the newly annexed area.

ARTICLE XIII

Dispute Resolution

1. **Dispute Resolution with Customers.** Upon receipt of any notice of dispute from a Customer about any bill, charge, Service, or customer service issue, Franchisee will thoroughly investigate the matter and promptly report the results of its investigation to the Customer. Except in the event a Customer has attempted to improperly dispose of Hazardous Waste in violation of federal, state, or local laws or regulations, Franchisee will not refuse Service to any Customer during a time of dispute. If Franchisee is not able to resolve a dispute with the Customer, the Customer may contact the City Manager or designee, who will act as an informal arbitrator in an attempt to resolve the matter. Should the dispute remain unresolved, Franchisee or Customer may then pursue the matter through any legal means available to the party.
2. **Dispute Resolution with the City.** During all disputes arising under this Franchise, including those subject to Article XIV, the City and Franchisee will continue to perform their respective obligations under this Franchise unless and until the Franchise is terminated. Notwithstanding Article XIV, Franchisee and the City will make good faith efforts to resolve any disputes, including, upon mutual agreement, undergoing mediation.

ARTICLE XIV

Suspension, Modification, or Revocation of Franchise

1. **Default.** Franchisee is in default of the Franchise upon failure to comply with Written Notice from the City to provide necessary Service or to otherwise fail to comply with the provisions of this Ordinance, state law and regulations, or federal law and regulations after Written Notice and reasonable opportunity to comply.

2. Timing after Notice. No later than the end of the Cure Period, the Franchisee shall comply with the Written Notice and this Franchise or else request a public hearing before the Council. In the event of a public hearing, the Franchisee and other interested persons will have an opportunity to present information and oral or written testimony. If the Franchisee fails to comply within the specified time or fails to comply with the order of the Council entered upon the basis of findings at the public hearing, the Council, in its sole and absolute discretion, may suspend, modify, or revoke the Franchise or make such action contingent upon continued noncompliance with this Ordinance. The Franchisee has the right to seek review of any such action by the Council from the Clackamas County Circuit Court, pursuant to ORS 34.010 through ORS 34.102.
3. Liquidated Damages. The Franchisee's insurance bond provided for in Article X, Section 2, will provide that, in the event of default, the City will be entitled to One Thousand Dollars (\$1,000) as liquidated damages for each day that Franchisee is in default after the Cure Period for failure of the Franchisee to perform as required. The Franchisee and the City agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach by Franchisee and that the extent of damages will be impractical or impossible to calculate due to the variety of Services provided by the Franchisee and the vast number of Customers that rely on the Services.
4. Costs of Temporary Replacement Services. In the event of default uncured after the Cure Period, in lieu of liquidated damages, the City may obtain replacement Service from another party, and Franchisee must reimburse the City for all reasonable costs incurred by the City, including City staff time and resources, due to Franchisee's breach of this Franchise, and must pay to the City any Franchise Fees owed.

ARTICLE XV

Administrative Operations Standards and Rules

1. Administrative Rules. Operational standards are hereby adopted in conjunction with this Ordinance entitled, "Solid Waste Management and Collection Administrative Rules," which are attached hereto and incorporated herein as

Attachment 1. The Solid Waste Management and Collection Administrative Rules may be amended from time to time by the City Manager or designee in consultation with Franchisee. The City will disseminate the Solid Waste Management and Collection Administrative Rules to the public in any manner the City deems appropriate. Franchisee will also retain a copy of the Solid Waste Management and Collection Administrative Rules and provide them to any current Customer, upon request of the Customer or the City, and to all new Customers.

2. Enforcement of Administrative Rules. In addition to any enforcement allowed under state law, the City may prosecute in the Wilsonville Municipal Court any violation of or non-compliance with the Solid Waste Management and Collection Administrative Rules by a Customer, in accordance with Wilsonville Code Chapter 1. The burden of proof is on the City to prove an infraction by a preponderance of the evidence. Any violation or non-compliance of the Solid Waste Management and Collection Administrative Rules by Franchisee will be enforced pursuant to Articles XIII and XIV of this Ordinance.

ARTICLE XVI

General Provisions

1. Indemnity and Hold Harmless. The Franchisee shall indemnify the City, the Council, and any officers, employees, representatives, or agents of the City and hold them harmless from all loss, damage, claim, expense, and liability arising out of the negligent or willful misconduct by the Franchisee under this Franchise. In the event that any suit or action is brought for injury or damage to persons or property against any of the foregoing, based upon or alleged to be based upon any loss, damage, claim, expense, or liability arising out of the operation of the Franchisee under this Franchise, the Franchisee shall defend the same at its own cost and expense using legal counsel reasonably acceptable to the City. The Council and the City Manager reserve the right to retain counsel of their own choosing and to join in the defense of any such suit or action.
2. Severability. Any finding by any court of competent jurisdiction that any portion of this Ordinance is unconstitutional or invalid will not invalidate any other provision of this Ordinance.

3. Forum. Any litigation between the City and the Franchisee arising under, relating to, or regarding this Franchise will occur in Clackamas County Circuit Court.
4. Written Acceptance. Within fourteen (14) days after this Ordinance becomes effective, Franchisee shall provide the City Recorder a written acceptance of this Franchise, executed by Franchisee on a form substantially similar to the form attached hereto as **Attachment 2**. A failure on the part of Franchisee to provide such written acceptance within such time shall be deemed an abandonment and rejection of the rights and privileges conferred hereby, and the Ordinance granting this Franchise shall thereupon be null and void. Such acceptance must be unqualified and will be construed as acceptance of all the terms and conditions contained in this Franchise.
5. Repealing Clause. Ordinance No. 814 is hereby repealed, and upon acceptance by the Franchisee, all rights and obligations arising under Ordinance No. 814 shall terminate.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the 6th day of November 2023, and scheduled for a second reading at a regular meeting of the Council on November 6, 2023, commencing at the hour of 7 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 6th day of November 2023, by the following votes:

Yes: 5 No: 0

Kimberly Veliz, City Recorder

DATED and signed by the Mayor the 6th day of November 2023.

JULIE FITZGERALD, MAYOR

SUMMARY OF VOTES:

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

Attachments:

Attachment 1 – Solid Waste Management and Collection Administrative Rules

Attachment 2 – Written Acceptance of Ordinance No. 883



SOLID WASTE MANAGEMENT AND COLLECTION ADMINISTRATIVE RULES

Implementing Solid Waste Franchise Ordinance No. 883

Effective: January 1, 2024

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Section 1: Purpose of Rules

It is the purpose of the City of Wilsonville to protect the health, safety, and welfare of Wilsonville's residents and to provide a coordinated program for the collection and Disposal of Waste. It is the City policy to regulate such activities to:

- Provide for safe, economical, and comprehensive collection, processing, and Disposal of Waste within the City.
- Provide for the opportunity to recycle to every Wilsonville resident and business.
- Provide clear and objective standards for Franchisee Service, and Franchisee and Customer responsibilities.

These Administrative Rules (these "Rules") were originally adopted effective as of July 31, 2019, by the adoption of Ordinance No. 814 (the Solid Waste Management Ordinance), and the related franchise agreement. This amended and restated version of the Rules was approved effective as of January 1, 2024, by the passage off Ordinance No. 883 (the "Franchise Agreement").

1.1. Scope of Rules

These Rules articulate the operational standards and expectations for the collection, processing, and Disposal of Waste within the City.

1.2. Adoption and Amendment of Rules

The City Manager or designee may propose and prepare amendments to these Rules. The text of proposed amendments must be forwarded to the Franchisee who will have thirty (30) days to respond in writing. Proposed amendments may be established by the City Manager or designee, following consideration of the Franchisee's response. Any disputed amendments to these Rules may be appealed by the Franchisee to the City Council. The City Council's decision regarding amendments to these Rules is final.

Section 2: Definitions

- 2.1. **Administrative Rules** means these Solid Waste Management and Collection Administrative Rules.
- 2.2. **Battery or Batteries** means only alkaline, 6-volt to 9-volt, rechargeable alkaline, NiCad, lithium, silver oxide and button cell batteries. The terms "Battery" and "Batteries" do not include vehicle or battery backup (UPS) units, other lead acid batteries.
- 2.3. **Bulky Wastes** means large items of Solid Waste such as appliances, furniture, large auto parts, trees, branches greater than 4 inches in diameter and 48 inches in length, tree stumps, and other oversize wastes whose large size precludes or complicates their handling by normal collection, processing, or Disposal methods.
- 2.4. **Cart** means a container provided by Franchisee that is ninety (90) gallons or less.
- 2.5. **City** means the City of Wilsonville, Oregon.
- 2.6. **Clackamas County** means Clackamas County, Oregon.

- 2.7. **Commercial** means stores, offices, including manufacturing and industry offices, restaurants, warehouses, schools, colleges, universities, hospitals and other non-manufacturing entities. “Commercial” does not include other manufacturing activities or business, or processing activities in residential dwellings.
- 2.8. **Commission** means the Environmental Quality Commission.
- 2.9. **Compact** or **Compacting** means the process of, or to engage in, the shredding of material, or the manual or mechanical compression of material.
- 2.10. **Compactor** means any self-contained, power-driven mechanical equipment designed for the Compacting of materials.
- 2.11. **Container** means a trash can, Cart, bin, or other Receptacle one (1) cubic yard or larger in size used for the Disposal of Waste, but not a Drop Box or Compactor.
- 2.12. **Council** means the City Council of the City of Wilsonville.
- 2.13. **Covered Business** means a workplace or business that cooks, assembles, processes, serves, or sells food or does so as a service provider for other enterprises and that is required to comply with the Metro Business Food Waste Program.
- 2.14. **Curbside** means a location within three (3) feet of the edge of a public street, excluding such area separated from the street by fence or enclosure. The “street” may be a public alley. For residences on a flag lot, or other private driveway, or any private street not meeting the standards, “Curbside” is the point where the driveway or street intersects the public street, or at such other location agreed upon between Franchisee and Customer, or as determined by the City.
- 2.15. **Date of Delivery** means the actual date of delivery, if personally delivered, or the stated date on the notice, plus three (3) calendar days, if sent by first class mail and/or certified mail, return receipt requested.
- 2.16. **DEQ** means the Oregon Department of Environmental Quality.
- 2.17. **Dispose or Disposal** means the accumulation, storage, discarding, collection, removal, transportation, recycling, or resource recovery of materials.
- 2.18. **Disposal Facility** means the land, buildings, and equipment used for Disposal whether or not open to the public.
- 2.19. **Drop Box** means a single container designed for the storage and collection of large volumes of Waste that is usually ten (10) cubic yards or larger in size.
- 2.20. **EPA** means the United States Environmental Protection Agency.
- 2.21. **Food Waste** means waste from fruits, vegetables, meats, dairy products, fish, shellfish, nuts, seeds, grains, coffee grounds, and other food that results from the distribution, storage, preparation, cooking, handling, selling or serving of food for human consumption. “Food Waste” includes but is not limited to excess, spoiled or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, and peels. “Food Waste”

does not include liquids or large amounts of oils and meats which are collected for rendering, fuel production or other non-disposal applications, or any food fit for human consumption that has been set aside, stored properly and is accepted for donation by a charitable organization and any food collected to feed animals in compliance with applicable regulations. For the purposes of these Rules, Food Waste is included and incorporated into the definition of Organic Materials, below.

- 2.22. Franchisee** means Keller Drop Box, Inc., an Oregon corporation, dba Republic Services of Clackamas and Washington Counties.
- 2.23. Franchise Agreement** means City Ordinance no. 883.
- 2.24. Generator** means the person who produces Waste.
- 2.25. Hazardous Waste** includes:
- 2.25.1. Discarded, useless or unwanted materials or residues resulting from any substance or combination of substances intended for the purpose of defoliating plants or for the preventing, destroying, repelling or mitigating of insects, fungi, weeds, rodents or predatory animals, including but not limited to defoliant, desiccants, fungicides, herbicides, insecticides, nematocides and rodenticides.
 - 2.25.2. Residues resulting from any process of industry, manufacturing, trade or business or government or from the development or recovery of any natural resources, if such residues are classified as hazardous by order of the Commission, after notice and public hearing. For purposes of classification, the Commission must find that the residue, because of its quantity, concentration, or physical, chemical or infectious characteristics may:
 - 2.25.2.1. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
 - 2.25.2.2. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
 - 2.25.3. Discarded, useless or unwanted containers and receptacles used in the transportation, storage, use or application of the substances described in Sections 2.25.1. and 2.25.2.
 - 2.25.4. To the extent not covered by the preceding subsections of this Section 2.25, any amount of waste listed or characterized as hazardous by the EPA or the State of Oregon pursuant to the Resource Conservation and Recovery Act and by any other applicable law, including but not limited to ORS Chapter 466.
- 2.26. Household Hazardous Waste** means any discarded, useless, or unwanted chemical, material, substance or product that is or may be hazardous or toxic to the public or the environment and is commonly used in or around households. “Household Hazardous Waste” includes, but is not limited to, cleaners, solvents, pesticides, and automotive and paint products. Household Hazardous Waste, however, does not include any materials that are not considered household hazardous waste by the EPA or DEQ.

- 2.27. Infectious Waste** means biological waste, cultures and stocks, pathological waste, and sharps, as each are defined in ORS 459.386.
- 2.28. Metro** means the Portland metropolitan area regional government.
- 2.29. Metro Business Food Waste Program** means the program requiring Covered Businesses to separately dispose of Food Waste and for Solid Waste collection companies like Franchisee to collect and manage Food Waste pursuant to Metro Ordinance No. 18-1418, Business Food Waste Requirement, as modified by Metro Ordinance 20-1451, March 10, 2021, as implemented by Metro Solid Waste Administrative Rules AR 5.15-4000 through 4085, revised February 1, 2021, and related Metro administrative rules.
- 2.30. Multifamily** means any multi-dwelling building or group of buildings that contains five or more dwellings on a single lot.
- 2.31. Notice of Non-Compliance** means a written letter from the City to a Covered Business or responsible party for failing to obtain Service for Food Waste
- 2.32. Notice of Violation** means a written letter from the City to a Covered Business or responsible party for failing to comply with the requirements of the Metro Business Food Waste Program after receiving a Notice of Non-Compliance.
- 2.33. Organic Materials** means material which can be biologically synthesized by plants or animals from simpler substances, are no longer suited for their intended purpose, and are readily broken down by biological processes into soil constituents. “Organic Materials” include, but are not limited to, Food Waste, paper, and putrescible material which are generally a source of food for bacteria. For Residential and Multifamily Customers, “Organic Materials” include Yard Debris; for Commercial Customers, “Organic Materials” do not include Yard Debris.
- 2.34. Other Materials** means Bulky Waste, tires, Infectious Waste, Unacceptable Waste, Household Hazardous Waste, and Special Waste, specifically excluding Recycle+ Materials.
- 2.35. Person** means an individual, partnership, association, corporation, limited liability company, sole proprietorship, cooperative, estate, trust, firm, governmental unit, or any other entity in law or fact.
- 2.36. Rate** means the cost payable by a Customer to the Franchisee for Service.
- 2.37. Receptacle** means a Cart, Container, Drop Box, Compactor, recycling bin, or any other container used for the Disposal of Waste.
- 2.38. Recyclable Materials** means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and Disposal of the same material, or other materials as may be designated by the City.
- 2.39. Recyclable Materials List** means the current list of Recyclable Materials collected by Franchisee for Recycling, which is available on the City’s solid waste management webpage, which may be amended by the City from time to time, in accordance with EPA and DEQ requirements and market conditions.
- 2.40. Recycle+ Collection Service** means an optional recycling service offered by Franchisee for the

collection of Recycle+ Materials for reuse or recycling.

- 2.41. **Recycle+ Materials** means Recyclable Materials that are acceptable by Franchisee pursuant to the Recycle+ Collection Service, which are listed in Section 8.2.4.
- 2.42. **Recycling** means the collection, transportation, storage, and processing of Recyclable Materials.
- 2.43. **Residential** means a single-family dwelling unit, duplex (i.e., an attached two-dwelling unit), triplex, or quadplex on a single lot.
- 2.44. **Resource Recovery** and **Resource Recovery Facility** mean the process of obtaining useful material or energy resources from Waste, including energy recovery, materials recovery, Recycling, or Reuse of Waste, and a location at which such material or energy resources are obtained from the processing of Waste.
- 2.45. **Reuse** means return of waste into the economic stream, to the same or similar use or application, without change in the waste's identity.
- 2.46. **Service** means the collection, transportation, Disposal of, or Resource Recovery of Waste by Franchisee pursuant to the Franchise Agreement and these Rules.
- 2.47. **Service Area** means the geographic area in which Solid Waste Management and Collection is provided by the Franchisee.
- 2.48. **Service Day** means the regularly scheduled day or days when Franchisee collects the Customer's Waste.
- 2.49. **Solid Waste** means all useless or discarded putrescible and non-putrescible materials, including, but not limited to, garbage; rubbish; refuse; ashes; residential, commercial, and industrial, demolition, and construction wastes; discarded residential, commercial, and industrial appliances (to the extent that such appliances do not contain Freon or other refrigerants); equipment and furniture; manure; vegetable or animal solid or semisolid waste; dead animals; and infectious wastes. "Solid Waste" does not include:
 - 2.49.1. Unacceptable Waste;
 - 2.49.2. Sewer sludge and septic tank and cesspool pumping or chemical toilet waste;
 - 2.49.3. Cardboard generated by a Person that is the Generator or source, and baled and transported to a Resource Recovery Facility (such Person is deemed to have transported cardboard when it is hauled by a vehicle used in regular deliveries of merchandise to the Person's business);
 - 2.49.4. Material used for fertilizer or other productive purposes in agricultural operations;
 - 2.49.5. Discarded or abandoned vehicles or parts of vehicles;
 - 2.49.6. Tires; or
 - 2.49.7. Recyclable Materials, Organic Materials, or Recycle+ Materials that are Source Separated and set out for Recycling; or

2.49.8. Material that is not acceptable for disposal at the transfer station and/or disposal facility utilized by Franchisee or not acceptable for recycling at the recycling facility utilized by Franchisee, as provided in these Rules.

2.50. Solid Waste Management and Collection means the City's prevention or reduction of Solid Waste generation; management of the storage, collection, transportation, treatment, utilization, processing, and final disposition of Solid Waste; Resource Recovery from Solid Waste; Recycling, Reuse, and material or energy recovery from Solid Waste; and facilities necessary and convenient to such activities.

2.51. Source Separated Materials means material comprising a waste (such as glass, metals, paper, plastics) that has been separated at its point of generation.

2.52. Special Waste means any waste (even though it may be part of a delivered load of waste) that falls within one or more of the following categories:

2.52.1. Containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc...) of a type listed in Sections 2.52.3 through 2.52.9, or 2.52.11;

2.52.2. Waste transported in a bulk tanker;

2.52.3. Liquid waste including outdated, off spec liquid food waste or liquids of any type when the quantity and the load would fail the paint filter liquid (Method 9095, SW-846) test or includes 25 or more gallons of free liquid per load, whichever is more restrictive;

2.52.4. Containers (or drums) that once held commercial products or chemicals, unless the containers (or drums) are empty as provided in 40 CFR 261.7(b)(1);

2.52.5. Sludge waste from septic tanks, food service, grease traps, or wastewater from commercial laundries, laundromats or car washes;

2.52.6. Waste from an industrial process;

2.52.7. Waste from a pollution control process;

2.52.8. Residue or debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in Sections 2.52.1 through 2.52.7 or 2.52.9;

2.52.9. Soil, water, residue, debris, or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in Sections 2.52.1 through 2.52.8;

2.52.10. Chemical-containing equipment removed from service (e.g., filters, oil filters, cathode ray tubes, lab equipment, acetylene tanks, CFC tanks, refrigeration units, or any other chemical-containing equipment);

2.52.11. Waste in waste containers that are marked with a National Fire Protection Association identification label that has a hazard rating of 2, 3, or 4, but not empty

containers so marked;

- 2.52.12. Any waste that requires extraordinary management or special handling. Examples of such special wastes are: chemicals, liquids, sludge and dust from commercial and industrial operations; municipal waste water treatment plant grits, screenings and sludge; contaminated soils; tannery wastes, empty pesticide containers, and dead animals or by-products; or,
- 2.52.13. Medical waste.
- 2.53. Unacceptable Waste** means: (1) oils, fats, other liquids, and semi-solid wastes; (2) Hazardous Waste; and (3) any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law or any otherwise regulated waste.
- 2.54. Waiver** means the waiver that a Covered Business may obtain, pursuant to the requirements of Section 7.3.3, to temporarily waive the obligation to comply with the requirements of the Metro Business Food Waste Program.
- 2.55. Waste** means material that is no longer usable or that is no longer wanted by the source Generator of the material, which material is to be utilized or Disposed of by another person. For the purpose of this paragraph, “utilized” means the productive use of wastes through recycling, Reuse, salvage, resource recovery, composting, energy recovery, or land filling for reclamation, habilitation or rehabilitation of land. “Waste” includes Solid Waste, Recyclable Materials, Other Materials (and thus, Bulky Waste, tires, Infectious Waste, Unacceptable Waste, Household Hazardous Waste, and Special Waste), Organic Materials (and thus, Food Waste and Yard Debris), and Recycle+ Materials.
- 2.56. Yard Debris** means grass clippings, leaves, hedge trimming, and similar vegetative waste of no greater than 4 inches in diameter and 36 inches in length, and other similar vegetative waste generated from landscaping activities or from residential property. “Yard Debris” does not include stumps, rocks, or bulky wood materials. “Yard Debris” also does not include sod or dirt in excess of de minimis amounts (e.g., dirt that surrounds the root ball of a plant).

Section 3: Franchisee General Requirements

3.1. Mandatory Services.

- 3.1.1. Residential Collection. Franchisee must offer the following Services to Residential Customers, with Curbside collection, which may be billed on a monthly or bi-monthly basis, except as specified below, subject to the terms and conditions of the Franchise and these Administrative Rules:
- 3.1.1.1. Solid Waste – regularly scheduled weekly Service.
- 3.1.1.2. Organic Materials – regularly scheduled Service on the same day as Solid Waste collection.
- 3.1.1.3. Co-mingled Recycling – regularly scheduled Service on the same day as Solid Waste collection.
- 3.1.1.4. Glass Recycling – regularly scheduled Service on the same day as Solid

Waste collection.

- 3.1.1.5. Battery Recycling – regularly scheduled Service on the same day as Solid Waste collection.
- 3.1.2. Multifamily Collection. Franchisee must offer the following Services to Multifamily Customers, which may be billed on a monthly or bi-monthly basis, subject to the terms and conditions of the Franchise and these Administrative Rules:
 - 3.1.2.1. Solid Waste – Service of no less than 20 gallons per unit per week, no less than once per week.
 - 3.1.2.2. Co-mingled Recycling – Service of no less than 20 gallons per unit per week, no less than once per week.
 - 3.1.2.3. Glass Recycling – Service of no less than 1 gallon per unit per week, no less than once per week.
- 3.1.3. Commercial Collection. Franchisee must offer the following Services to Commercial Customers, which may be billed on a monthly basis, except as specified below, subject to the terms and conditions of the Franchise and these Administrative Rules:
 - 3.1.3.1. Solid Waste – regularly scheduled Service.
 - 3.1.3.2. Co-mingled Recycling – regularly scheduled Service.
 - 3.1.3.3. Organic Materials – regularly scheduled Service. For clarity, Yard Debris is not included in Organic Materials Service for Commercial Customers, unless that is specifically agreed by Franchisee.
 - 3.1.3.4. Glass Recycling – regularly scheduled Service
- 3.1.4. Drop Off Service for Recyclable Materials. Location where certain specified Recyclable Materials can be dropped-off by Customers. Franchisee will make information regarding which Recyclable Materials may be dropped-off to Customers no less frequently than once per year.
- 3.1.5. Special Waste. Franchisee must offer Special Waste collection service to all Customers as an on-call collection service.
- 3.2. **Optional Services.** Franchisee is permitted to offer other additional services to the public that promote and increase Resource Recovery, waste prevention, and Recycling and that conform to local, state, and federal statutes and regulations. The optional services and their associated rates and fees must be reviewed and approved by the City Manager or designee, and must comply with the requirements of the Franchise Agreement. Such optional services include, but are not limited to, the Recycle+ Services described in Section 8.
- 3.3. **Notification to New Customers.** The Franchisee must provide City-approved written notification to all new Customers within seven (7) days of sign up. Notification materials must include a packet of educational material that contains information on all available Services; rates for these Services, including an explanation of extra charges; a listing of the Recyclable Materials

collected; the schedule of collection; the proper method of preparing materials for collection; the reasons that Persons should Source Separate Recycling Materials; and reference information directing Customers to the City's website regarding Solid Waste Management and Collection. Franchisee must provide Customers with prior written notice of any changes in service.

3.4. Hours/Days for Collection Activity.

- 3.4.1. Residential and Multifamily Service. Service to Customers in predominantly Residential or Multifamily areas must comply with the following rules:
 - 3.4.1.1. Service to Residential or Multifamily Customers must occur Monday through Friday, except during holiday weeks and times of hazardous weather conditions.
 - 3.4.1.2. Service to a particular Residential Customer must be offered on the same day(s) of the week.
 - 3.4.1.3. Service may occur only between 6:00 a.m. and 6:00 p.m., unless hazardous weather or holiday schedules require extended hours.
 - 3.4.1.4. Regularly scheduled Service must occur at least once each week.
- 3.4.2. Commercial Service. Service to Customers in predominantly Commercial or industrial areas must comply with the following rules:
 - 3.4.2.1. Service must occur Monday through Saturday, except during holiday weeks and times of hazardous weather conditions.
 - 3.4.2.2. Service may occur only between 4:30 a.m. and 8:00 p.m., unless hazardous weather or holiday schedules require extended hours.
 - 3.4.2.3. Regularly scheduled Service must occur at least once each week.
- 3.4.3. Mixed Residential and Commercial Service. Service to Customers located in areas that contain a mix of Residential, Multifamily, or Commercial properties must comply with the following rules:
 - 3.4.3.1. Service must occur Monday through Saturday, except during holiday weeks and times of hazardous weather conditions.
 - 3.4.3.2. Service may occur only between 5:30 a.m. and 7:00 p.m., unless hazardous weather or holiday schedules require extended hours.
 - 3.4.3.3. Regularly scheduled Service must occur at least once each week.
- 3.4.4. Service on Holidays. Service is not required on Thanksgiving Day, December 25th, or January 1st. Residential Service for these days will run one day late. Commercial Service for these days will run one day late except for Commercial Customers that receive Service six (6) days each week; in those cases, the Commercial Customer will receive Services five (5) days in the holiday week.

3.4.5. Hazardous Weather Conditions. Collection schedules may be adjusted due to hazardous weather conditions. A Customer whose collection date is adjusted or delayed due to hazardous weather conditions is not entitled to a bill reduction or credit. Hazardous weather conditions exist on any day in which the West Linn-Wilsonville School District cancels classes due to weather conditions, or on portions of routes that are located on steep hills where a driving hazard may exist even though local public schools are open. When weather conditions make driving or collection hazardous, Franchisee may postpone collection as provided below:

3.4.5.1. Franchisee must notify the City Manager or designee by phone or email no later than noon (12 pm) on the day hazardous weather conditions exist if collection schedules are expected to change. The information provided by Franchisee must include geographical areas affected and the anticipated make-up day or new schedule. If the affected geographic area(s) or make-up schedule changes, then Franchisee must update the information furnished to the City. Franchisee must also provide information to Customers through phone recordings and website/email/text messaging systems.

3.4.5.2. In the case of Solid Waste Services, Franchisee must make reasonable effort to pick up prior to the next regularly scheduled Service Day. Recyclable Materials and Organic Materials Service may be postponed until the next regularly scheduled Service Day. If Solid Waste Service is delayed more than two (2) days, the Solid Waste Service may be delayed until the next regular Service Day, with one extra Solid Waste Container being accepted by Franchisee at no additional cost to the Customer.

3.4.6. Change of Schedule for Service Day. Franchisee may change a Customer's designated Service Day. No later than fourteen (14) days prior to the change, Franchisee must provide written notice to the Customer indicating the intent to change the Customer's designated Service Day and inform the Customer of the new Service Day. Notice must also be given to all service addresses if different than the billing addresses. Each Multifamily Customer must be notified of the change in Service Day if each unit receives individualized Service.

3.5. **Billing Procedures.**

3.5.1. Billing Period. The Franchisee may bill Customers either once per month or once every two months, but must not bill more than sixty (60) days in advance or in arrears of Service provided. The Franchisee may require payment at time of Service for Service requested by Customers that are less frequent than monthly. The provisions of this Section 3.5.1 do not apply to efforts made to collect unpaid, outstanding balance of any bills.

3.5.2. Billing Due Date. Customer payments must not be due more than thirty-one (31) days before the end of the Service period being billed, nor less than twenty-one (21) days after the date of the postmark on the billing.

3.5.3. Vacation Credit. The Franchisee must give a pro-rata credit to a Residential Customer that requests a temporary stop to Services in accordance with Section 4.1.3 (e.g., if a Residential Customer properly requests a three-week stop to Services,

Franchisee must give that Customer a refund equal to three-quarters of one month's fee for Services).

- 3.5.4. **Billing Policy.** The Franchisee must have a written policy for billing procedures and reinstatement for non-payment, which policy must be consistent with Section 3.5 and 3.6, and must address how a Customer may resolve disputed billings. The Franchisee must make available its billing policies to its Customers. The Franchisee must also provide a copy of all billing policies to the City for review and prior approval.

3.6. Termination of Service

- 3.6.1. **Billing Past Due.** The Franchisee may terminate Service to any Customer if the Customer has not paid a bill within ninety (90) days of the billing due date.
- 3.6.2. **Notice of Termination of Service.** The Franchisee must not terminate Service without first notifying the Customer in writing of the intention to terminate Service postmarked not less than ten (10) days prior to the date of intended termination of Service.
- 3.6.3. **Disputed Billings.** The Franchisee must not take any action to collect any portion of a bill subject to a dispute until there is a resolution to the dispute pursuant to Section 12.

- 3.7. **Automation of Services.** Franchisee must acquire and utilize equipment that allows for the mechanical collection of Receptacles, except for Receptacles for glass Recycling. Franchisee must utilize this type of equipment for Service to all Customers.

- 3.8. **Supplying Receptacles.** The Franchisee must provide to its Customers Receptacles that are capable of being mechanically collected, except for Compactors and Receptacles for glass Recycling, which are manually collected. The Customer may arrange with the Franchisee to provide a Compactor.

- 3.8.1. **Residential Customers.** The Franchisee must provide the following Receptacles to Residential Customers:
- 3.8.1.1. At least one Receptacle, with a capacity of at least 20 gallons, for the collection of all acceptable Solid Waste;
 - 3.8.1.2. At least one Receptacle, with a capacity of at least 60 gallons, for the collection of all acceptable Recyclable Materials, except glass and motor oil;
 - 3.8.1.3. At least one Receptacle, with a capacity of at least 5 gallons, for the collection of source-separated glass materials; and,
 - 3.8.1.4. At least one Receptacle, with a capacity of at least 60 gallons, for the collection of all Organic Materials.
- 3.8.2. **Multifamily Customers.** The Franchisee must provide Receptacles to Multifamily Customers that meet the following standard:

- 3.8.2.1. At least one Receptacle, with a capacity of at least 35 gallons, for the collection of all acceptable Solid Waste;
 - 3.8.2.2. All plastic receptacles provided to Multifamily Customers after the date of these Administrative Rules for Solid Waste, Recyclable Materials, Yard Debris, or Food Waste must contain at least 30% post-consumer recycled content;
 - 3.8.2.3. Receptacles for Solid Waste must be gray or black;
 - 3.8.2.4. Receptacles for Recyclable Materials must be blue;
 - 3.8.2.5. Receptacles for Organic Materials must be green; and,
 - 3.8.2.6. All Receptacles must be labeled with the correct Metro-approved regional decals for acceptable recyclable materials, glass, yard debris, and garbage, and all previous decals must be removed from each Receptacle and replaced with correct and approved regional decals.
- 3.8.3. Commercial Customers. The Franchisee must provide Receptacles for use by Commercial Customers or may approve Commercial Customers to use Receptacles that comply with the Receptacle requirements of these Administrative Rules and Metro Solid Waste Administrative Rules AR 5.15-3000 through 4085, most recently revised February 1, 2021. In particular:
- 3.8.3.1. Such Receptacles must be correctly labeled, and easily identifiable;
 - 3.8.3.2. Food Waste Receptacles must be green; and,
 - 3.8.3.3. A Receptacle provided to a Customer for Organic Materials or Recyclable Materials must have the same or less volume as the Receptacle provided to the same Customer for Solid Waste.
- 3.8.4. Standards Applicable to Receptacles Provided to Any Customer. Receptacles provided by the Franchisee must be designed for safe handling, non-absorbent, vector-resistance, durable, easily cleanable, and except for Drop Boxes and glass Recycling Receptacles, provided with tight fitting watertight lids or covers that can be readily removed or opened.
- 3.8.5. Ownership of Receptacles. Receptacles provided by the Franchisee are the property of the Franchisee.
- 3.9. Missed Service.** The Franchisee must respond promptly to reports of missed Service. A complaint of missed Service received by the Franchisee from the Customer or the City must be remedied by collecting the material within twenty-four (24) hours (excluding Saturdays, Sundays, holidays, and periods of hazardous weather conditions) of the Customer's or City's report, at no extra charge. The 24-hour deadlines does not apply where the missed collection occurred due to late or improper set-out by the Customer (see Sections 4.5 and 4.7 regarding improper set out and location of Receptacles).

3.10. Refusal of Collection Service

- 3.10.1. Hazardous Conditions. The Franchisee may refuse Service where there is a hazardous weather condition, as provided in Section 3.4.5. Franchisee's refusal of Service due to hazardous conditions does not constitute a missed collection.
- 3.10.2. Improperly Prepared Materials. The Franchisee may refuse Service to a Customer that has not complied with the preparation requirements of these Administrative Rules.
- 3.10.3. Overweight Receptacles. The Franchisee may refuse to Service a Receptacle that is over the Receptacle weight requirements of these Administrative Rules. If the Customer requests, the Franchisee will provide the actual weight of the overweight Receptacle by 5:00 p.m. on the business day following the request. When a Receptacle is overweight, it is the Customer's responsibility to separate materials into additional Receptacles to comply with applicable weight limits.
- 3.10.4. Improper Location of Receptacles. The Franchisee may refuse Service when a Receptacle is in a location that does not satisfy the requirements of these Administrative Rules.
- 3.11. Notice for Refusal of Service.** If a Customer is refused Service for any reason other than hazardous weather conditions, Franchisee must provide the Customer with a written notice stating the reasons for refusal. The written notice must describe the specific reason for refusing Service, the actions needed to resume Service, and the pickup options for the materials not collected. Franchisee must leave the notice securely attached to the Customer's Receptacle, to the materials, or to the Customer's front door at the time of the refused Service. Franchisee must document the date, time, and reason(s) for refusal of any Service. Franchisee will also provide the City notice of any refused Service not later than seven (7) business days after Franchisee's refusal of Service of any Customer.
- 3.12. Payment for Refusal of Service Materials.** Franchisee must charge the normal Service Rates when there is a refusal of Service and must provide collection options for these materials, except for circumstances when a Customer improperly located the Receptacle(s). If a Customer did not set out or improperly placed the Receptacle, Franchisee must offer the Customer the following options:
- 3.12.1. Immediate Service at the City-approved go-back Rate; or
- 3.12.2. Service at no extra charge the following week on the designated Service Day.
- 3.13. Fees Payable for Contamination.** Customer must ensure that only Organic Materials are placed in any Organic Materials Receptacle. If Customer improperly includes other materials (e.g., Solid Waste or Recyclable Materials) in an Organic Materials Receptacle, Franchisee may Dispose of the improperly comingled material as Solid Waste, and charge the Customer any fees specified on the City's then-current rate sheet.
- 3.14. Cleanup on Route.** The Franchisee must make reasonable effort to pick up all material blown, littered, broken, or leaked during the course of collection subsequent to being set out by the Customer.
- 3.15. Prevention of Leaking and Spilling Loads.** Franchisee's vehicles must be constructed, loaded,

operated, and maintained in a manner to reduce, to the greatest extent practicable, dropping, leaking, blowing, sifting, or escaping of Waste, or vehicle fuel, hydraulic fluid, or lubricants from the vehicle onto private property and public streets while stationary or in transit, excepting a normal leakage of fuel, hydraulic fluid, or lubricants typically associated with a properly maintained vehicle. Franchisee must make a reasonable effort to clean up all dropped, leaked, blown, or escaped Waste, or spilled vehicle fuel, hydraulic fluid, or lubricants as soon as practicable. When leaking or spills occur, Franchisee must provide notice to appropriate Oregon or federal agencies when applicable as required by Oregon or federal laws and regulations and provide the City with any and all copies of such notice.

- 3.16. Covers for Open Body Vehicles.** All open body collection vehicles must have a cover that is either an integral part of the vehicle or a separate cover for the vehicle. This cover must be used while in transit, except during the transportation of Bulky Wastes, including but not limited to stoves, refrigerators, and similar kitchen appliances.
- 3.17. Unnecessary Noise.** The Franchisee must make a reasonable effort to avoid creating any loud, disturbing, or unnecessary noise in the City.
- 3.18. Maintaining Passage on Public Streets.** To the greatest extent practicable, Franchisee must avoid stopping Service vehicles anywhere that blocks the passage of other vehicles and pedestrians on public streets and sidewalks.
- 3.19. Compliance with Federal, State, and Local Regulations.** Franchisee must comply with all applicable federal, state, and local laws and regulations relating to driving, Disposal, and processing of Waste.
- 3.20. Safety and Maintenance.** All Service equipment must be maintained and operated in compliance with all federal, state, and local statutes, ordinances, and regulations including compliance with regulations related to the safety of the collection crew and the public.
- 3.21. Compliance with Zoning Ordinances.** Facilities for storage, maintenance, and parking of any vehicles or other equipment must comply with all applicable zoning ordinances and all other applicable federal, state, and local statutes, ordinances, and regulations.
- 3.22. Location of Receptacles**
 - 3.22.1. General.** The Franchisee must place Receptacles (including drop boxes) in a location that does not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways; within bicycle lanes; or in a location that impedes traffic flow. The Franchisee is responsible to close the Receptacle as securely as possible to prevent the lid from blowing away or rain getting into the Receptacle.
 - 3.22.2. Drop Boxes.** When possible, the Franchisee must place drop boxes on private property locations such as driveways or yards. The Franchisee must not place a drop box in a public right-of-way, street, alley, bicycle lane, or roadside unless the Customer has received approval from the City.
- 3.23. Customers with Physical Disabilities.** The Franchisee must give reasonable attention to the needs of customers with physical disabilities without any additional charge based on Franchisee needing to travel a greater distance to reach the Customer's Receptacle.

3.24. Promotion and Education

- 3.24.1. Franchisee must comply with all City and DEQ requirements for notice to Customers concerning Recycling Services and opportunities, and any other notices the City or DEQ requires Franchisee to provide to Customers.
- 3.24.2. Franchisee must participate in City-directed promotion and education efforts as identified below:
 - 3.24.2.1. Franchisee will conduct no less than two educational outreach events per year to West Linn-Wilsonville School District schools within the City. Franchisee will make all reasonable efforts to conduct such events at different schools each year until it has performed an educational event at all West Linn-Wilsonville School District schools within the City.
 - 3.24.2.2. Franchisee will make all reasonable efforts to participate in City-sponsored outreach events when requested by the City and to conduct other educational outreach programs when requested by other organizations or Persons.
- 3.24.3. The City and Franchisee will collaborate to create educational materials for the City's solid waste management webpage regarding the types of and appropriate preparation of Solid Waste, Recyclable Materials, Organic Materials, Other Materials, and Recycle+ Materials.

- 3.25. Damage to Pavement.** Franchisee is not responsible for any damage to the City's or Customer's pavement, curbing or other driving surfaces resulting from Franchisee's Service, except to the extent caused by Franchisee's negligence or willful misconduct, which is subject to Article XVI, Section (1) of the Franchise Agreement.

Section 4: Customer Responsibility**4.1. Payment Responsibility**

- 4.1.1. Responsible Party. Any Person who receives Service is responsible for payment for said Service in accordance with these Rules, including, but not limited to, Section 3.5.
- 4.1.2. Missed Collections. A Customer may not deduct the cost of past unreported missed Service from the Customer's Service bills.
- 4.1.3. Vacation Credit. A Residential Customer may request that Franchisee temporarily stop Service for a period of no less than three (3) weeks, and may make such a request no more than four (4) times per calendar year. Such a request must be made at least seven (7) days prior to the date the Customer wants the Service to stop and will result in Franchisee applying a credit to the Customer's Service bill. Multifamily Customers and Commercial Customers are not eligible for vacation credits.

- 4.2. Notification of Missed Service and Billing Errors.** The Customer is responsible for notifying the Franchisee about a missed Service or billing error. In such cases, Franchisee will respond in

accordance with Section 3.9 (regarding missed Service), or in accordance with Section 3.6.3 and Section 12 (regarding dispute resolution).

4.3. Receptacles

- 4.3.1. Residential Customers. Residential Customers must use only Receptacles provided by the Franchisee for Solid Waste, Recyclable Materials, Organic Materials, and Recycle+ Materials.
- 4.3.2. Commercial and Multifamily Customers. Commercial and Multifamily Customers must use only Receptacles provided by the Franchisee.
- 4.3.3. Compactors. A Commercial or Multifamily Customer may provide a Compactor used for Services. All Compactors must comply with applicable federal, state, and local laws and regulations, must be compatible with Franchisee equipment, and must be approved by the Franchisee.

- 4.4. **Repair or Replacement of Franchisee-Supplied Receptacles.** The Customer must ensure that Hazardous Waste, Infectious Waste, or hot ashes are not put into a Cart, Container, Drop Box, or other Receptacle used in connection with Franchisee's Service. A Customer must use reasonable care to prevent abuse, fire damage, vandalism, excessive wear, or other unreasonable damage to a Cart, Container, Drop Box, or Receptacle owned by the Franchisee; the Franchisee may bill a Customer for the cost to repair or replace such a Cart, Container, Drop Box, or Receptacle.

- 4.5. **Set Out and Removal of Receptacle from Service Location.** The Customer is prohibited from setting out a Receptacle for Service more than twenty-four (24) hours prior to Service. The Customer must remove emptied Receptacles from the set out location and return the Receptacle to the Customer's yard or permanent storage area not later than twenty-four (24) hours after Service. For example, if Service is performed at 7:00 am on a Thursday, the Receptacle must be returned to the Customer's yard or storage area not later than 7:00 am on Friday.

- 4.6. **No Right to Take Receptacles.** A Customer that moves must leave any Receptacles owned by Franchisee at the Service address when the Customer moves.

4.7. Location of Receptacles

- 4.7.1. Residential Customers. For Residential Customers, Franchisee may require that Carts, Containers, Drop Boxes, or other Receptacles used in connection with Franchisee's Service be placed on Curbside to enhance efficiency of the Service. Under no circumstances may Customer or Franchisee place Receptacles in marked bicycle lanes or in such a manner that they obstruct the flow of traffic. The Customer must place Receptacles in a location that does not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways other than Customer's driveway. The Customer should provide for adequate vertical clearance for Receptacle(s) picked up away from the curbside or roadside.
- 4.7.2. Disabled Customers. Franchisee must arrange for a mutually convenient location and method for Service to disabled Customers, which includes provision of non-Curbside Service for all materials. The Customer and Franchisee must mutually agree upon a set-out location. In most cases, the preferred location will be visible from the street. If not, the Customer must provide Franchisee with a signal that is visible from the

street that there are materials to be collected.

4.7.3. Residential Service on a Private Street.

4.7.3.1. For Curbside Service on a private street or flag drive serving multiple residences, the street must meet the following standards: access may not be limited by a gate; it must be named and posted with a street sign; it must be paved to a width of at least twelve (12) feet, exclusive of any areas where parking is permitted; and if a dead-end, the turnaround must have a sixty (60) foot diameter or a “hammerhead” or other feature that provides adequate turnaround space for standard Service vehicles. There must be at least fourteen (14) feet of vertical clearance. On such private streets, Customers entitled to Curbside Service must have their address on the private street. Franchisee may require a damage waiver from Customers being serviced on private streets if, in the opinion of Franchisee, there is a reasonable probability that property damage could occur through no fault of Franchisee other than the normal course of providing Service. If these criteria are not met, Customers must bring their materials to the intersection of the private street and the closest public street. Containers must be marked with the appropriate Customer address.

4.7.3.2. If a Customer obstructs a private street that otherwise meets the above requirements, such as several parked vehicles, sporting equipment, or other barrier, which makes Franchisee’s ability to Service the private street unsafe, Franchisee may refuse collection of Service pursuant to Section 3.10. If these obstructions are not moved or removed by the Customer so that Franchisee may safely Service the private street, the Customer may be found to be in violation of these Administrative Rules and may be fined pursuant to Article XV, Section (2) of the Franchise Agreement.

4.7.4. Service on Public Alleys. Service on public alleys is encouraged, but is at the discretion of Franchisee.

4.7.5. Service from In-Ground Cans. Service from in-ground cans is prohibited.

4.7.6. Location of Empty Receptacles.

4.7.6.1. After providing Service, Franchisee must return all Receptacles, except for Drop Boxes, to the location where the Customer placed them without leaving Service remnants or other disturbance to existing site conditions, unless the Customer placed the Receptacle(s) in a prohibited location. In such a case, Franchisee may place the Receptacle in a location allowed under these Administrative Rules.

4.7.6.2. When possible, Franchisee must place Drop Boxes on private property locations such as driveways or yards. Prior to Franchisee’s delivery of the Drop Box, the Customer must receive a permit from the City to place a Drop Box in a public right-of-way, street, alley, or roadside.

- 4.7.7. Placement of Compactors. The Customer must place Compactors at a location that protects the privacy, safety, and security of Customers, that provides access needed to prevent unnecessary physical and legal risk to the Franchisee, and that is agreed upon by the Customer and the Franchisee.

4.8. General Preparation of Materials

- 4.8.1. The Customer must place all waste subject to collection by Franchisee safely and securely in the appropriate Receptacle to prevent lightweight materials from blowing away prior to and while being dumped into the Service vehicle or Receptacle. The Customer must load the contents of a Receptacle in such a manner that they fall freely from the Receptacle when emptied by Franchisee. Franchisee is not responsible for digging out the contents of a Receptacle. The Customer may not overfill a Cart or Container so that the lid is open, or compact the contents of a Cart or Container. The Customer is responsible for closing the Receptacle as securely as possible to prevent the lid or materials from blowing away or rain from getting into the Receptacle. The Customer must loosely place materials in a Receptacle to minimize damage to the Receptacle and to facilitate Service.
- 4.8.2. Glass. The Customer must Source Separate glass from all other Recyclable Materials.
- 4.8.3. Batteries. The Customer must place Batteries in a one (1) quart, zip-sealed, see-through plastic bag placed in the glass receptacle, on top of glass bottles and jars, and tape the terminal ends of all Batteries other than standard alkaline batteries.
- 4.8.4. Drainage Requirement. The Customer must drain all Waste of surplus liquid.
- 4.8.5. Ashes. Ashes must be cool and must be securely wrapped or bagged before the ashes are deposited in any Container.
- 4.8.6. Animal Wastes. The Customer must bag animal wastes and kitty litter separately from other Solid Wastes. The Customer may Dispose of animal wastes in the Solid Waste Receptacle.
- 4.8.7. Compactors. The Customer must load any Compactor to be within safe loading design limit, operation limit, and weight limit of the collection vehicles used by the Franchisee.
- 4.8.8. Persons, other than the Generator of the materials placed in a Receptacle for Service or an employee of the Franchisee, must not interfere with or remove any Waste from any Receptacle where it has been placed by the Generator for collection; further, they must not remove, alter or compact either manually or mechanically, the contents of the Receptacle, including Recyclable Materials and Solid Waste.
- 4.8.9. The Customer must not place chemicals, liquid waste, paint, corrosive materials, hot ashes, or Other Materials into a Receptacle placed for Service. The Franchisee may charge a Customer a fee to repair or replace any Receptacle that is damaged by the Customer's violation of this section.

- 4.9. Access for Renters.** Each property owner must ensure that if his or her property is rented by a

third party, that third party has access to garbage and recycling collection service provided by Franchisee.

Section 5: Solid Waste Service Requirements

5.1. Franchisee Responsibility

5.1.1. Service Responsibility. The Franchisee must provide the opportunity for Solid Waste Service as defined and provided for in these Administrative Rules for all Persons within its Service Area, except as set forth below.

5.1.1.1. Unacceptable Waste. Notwithstanding anything to the contrary in the Franchise Agreement or these Rules, the Franchisee is not responsible for the collection of Unacceptable Waste or Infectious Waste in connection with Curbside Service. Refer to Section 9 for collection options for Unacceptable Waste.

5.1.1.2. Hazardous Waste. Notwithstanding anything to the contrary in the Franchise Agreement or these Rules, the Franchisee is not responsible for the collection of Hazardous Waste. To the extent that Franchisee collects Household Hazardous Waste or unknowingly collects Hazardous Waste, Franchisee must comply with all Federal, State, and Metro regulations applicable to the collection and Disposal of Household Hazardous Waste and Hazardous Waste.

5.1.1.3. Bulky Wastes. Notwithstanding anything to the contrary in the Franchise Agreement or these Rules, the Franchisee is not responsible for the collection of Bulky Wastes in connection with Curbside Service.

5.1.2. Service of Extra Receptacles. The Franchisee must Service occasional extra Solid Waste Receptacles set at the curb as an “extra” beyond the Customer’s subscribed Service level. The Franchisee may charge the fee established by the City for such “extras,” except in cases of missed Service. The Franchisee may require the Customer to give prior notification of an extra set out that would require extraordinary time, labor, or equipment.

5.1.3. Disposal of Solid Waste Materials. Franchisee must Dispose of the Solid Waste collected within its Service Area at a Metro-approved facility. Franchisee must not mix Solid Waste for Disposal with any properly prepared Source Separated Materials.

5.2. Customer Responsibility

5.2.1. Weight of Receptacles. The Customer must limit the weight of a Solid Waste Receptacle to the maximum weights listed as follows:

Receptacle/Type Capacity	Maximum Weight
Up to and including 20 gallons	35 lbs.

Over 20 gallons, up to and including 34 gallons	60 lbs.
Roll carts up to and including 40 gallons	60 lbs.
Roll carts over 40, up to and including 60 gallons	100 lbs.
Roll carts over 60, up to and including 90 gallons	120 lbs.

- 5.2.2. Weight of Containers and Drop Boxes. The weight of Solid Waste put into a Container or Drop Box, whether compacted or not, must not exceed the lifting capacity of the Franchisee's equipment, and the weight must not put the Franchisee over the weight limit for the loaded vehicle. The Franchisee must furnish the Customer with information concerning limitations on Franchisee's equipment, upon request. The Franchisee is not required to collect containers exceeding 300 pound gross loaded contents per loose cubic yard.
- 5.2.3. Putrescible Waste Storage. The Customer must not store putrescible materials in a Receptacle in excess of seven (7) days.

Section 6: Recycling Service Requirements

6.1. Franchisee Responsibility

- 6.1.1. Service Responsibility. The Franchisee must provide the opportunity for Recycling Service as outlined in these Administrative Rules for all Persons with its Service Area.
- 6.1.2. "Recycling Only" Residential Customers. The collection frequency for a Residential Customer without Solid Waste Service must be on the same day as Solid Waste Service for the Customer's neighborhood or as agreed upon by the Franchisee and the Customer.
- 6.1.3. Collection of Recyclable Materials. The Franchisee must collect materials that are on the City's Recyclable Materials List for any Residential Customer that subscribes for Recycling Service, provided the Customer complies with the preparation requirements and other requirements set forth in these Administrative Rules.
- 6.1.4. Processing of Collected Recyclable Materials. The Franchisee must transport and market collected Recyclable Materials. The Franchisee must deliver all properly prepared and collected Recyclable Materials to a processor or broker of Recyclable Materials or to an end-use market. The Franchisee must not deliver, or cause to be delivered, any collected Recyclable Materials for Disposal, unless the Recyclable Materials are improperly prepared or permission is granted by the City and DEQ.
- 6.1.5. Diversion Goal. Franchisee must make every effort to meet the Recycling goals of the Regional Solid Waste Management Plan adopted by Metro, promote ongoing efforts as other Recycling "best practices" become available, and help identify methods of Reuse when applicable. The City will make all reasonable efforts to assist Franchisee in meeting such Recycling goals.
- 6.1.6. Recyclable Materials List. Franchisee must provide Customers with educational

materials approved by the City that reference the current Recyclable Materials List at the Customer's request. Franchisee may respond to Customer requests for such information electronically (e.g., by email).

6.2. Customer Responsibility

6.2.1. Preparation of Recycled Materials.

6.2.1.1. Residential Customers. Residential Customers must prepare Recyclable Materials to avoid contamination with other waste materials.

6.2.1.2. Multifamily Customers. Multifamily Customers must prepare Recyclable Materials to avoid contamination with other waste materials. The Franchisee and Multifamily Customer may decide any exceptions or restrictions to the types, quantity, and volume of Recyclable Materials so long as such exceptions or restrictions comply with all applicable laws and regulations, including the Oregon Recycling Act, and all City codes and administrative rules.

6.2.1.3. Commercial Customers. Commercial Customers must comply with the Recycling requirements set forth in Metro Code Chapter 5.15, including, but not limited to, the following:

6.2.1.3.1. Commercial Customers must Source Separate from other Solid Waste all recyclable paper, cardboard, glass, and plastic bottles and jars, and aluminum and tin cans for Reuse or Recycling.

6.2.1.3.2. Commercial Customers must ensure the provision of Recycling containers for internal maintenance or work areas where Recyclable Materials may be collected, stored, or both.

6.2.1.3.3. Commercial Customers must post accurate signs where Recyclable Materials are collected or stored that identify the materials that the Commercial Customer must Source Separate for Reuse or Recycling and that provide Recycling instructions.

6.2.1.3.4. A Commercial Customer may seek exemption from the requirements of Section 6.2.1.3 by providing access to a recycling specialist selected by the City for a site visit and establishing that it cannot comply with the requirements of Section 6.2.1.3 for reasons that include, without limitation, space constraints and extenuating circumstances.

6.2.1.3.5. A Commercial Customer that does not, in the sole determination of the City, comply with the requirements of Section 6.2.1.3 is subject to the enforcement process outlined in Section 7.3.

- 6.3. Landlord or Property Owner Responsibility.** Persons and entities that own, manage, or operate with tenants that are Commercial Customers, and that provide areas for the tenant's Receptacles for Solid Waste, must provide space for Recycling Receptacles adequate to enable the tenant to comply with these Administrative Rules, including, but not limited to, Section 6.2, and Metro's Solid Waste Administrative Rules, including, but not limited to, Metro AR 5.15-3000 through 3055.

Section 7: Organic Materials Service Requirements

7.1. Franchisee Responsibility

- 7.1.1. Service Responsibility. The Franchisee must provide the opportunity for Organic Materials Service as provided in these Administrative Rules for all Persons within its Service Area.
- 7.1.2. "Organic Materials Only" Customers. The collection frequency for a Person without Solid Waste collection service must be on the same day as Solid Waste collection for the Customer's neighborhood or as agreed upon by the Franchisee and the Customer.
- 7.1.3. Special Collection of Organic Materials. The Franchisee must provide special collection of Organic Materials at the City's reasonable request.
- 7.1.4. Collection of Organic Materials. The Franchisee must collect Organic Materials provided the Organic Materials comply with the preparation requirements and other requirements set forth in these Administrative Rules.
- 7.1.5. Collection of Extra Organic Materials Receptacles. The Franchisee must collect clearly marked occasional extra Organic Materials Receptacles set at the curb as an "extra" beyond the Customer's subscribed Service level. The Franchisee may charge the fee established by Franchisee and approved by the City for such "extras," except in cases of missed Service. For example extra containers may be needed for Yard Debris, including leaves, during certain times years due to the need to Dispose of additional organic landscaping materials.
- 7.1.6. Collection of Organic Materials from Commercial Customers. The Franchisee must collect Organic Materials, including Food Waste, from Commercial Customers to whom Franchisee agrees to provide such Service or to whom Metro requires Franchisee to provide such Service so long as the Organic Materials comply with the preparation requirements and other requirements set forth in these Administrative Rules.
 - 7.1.6.1. Food Waste Service.
 - 7.1.6.1.1. For Covered Businesses, the Franchisee must collect Food Waste at least once each week. If additional regularly scheduled Service is necessary, as determined by the Covered Business, Franchisee, or the City, then Franchisee will provide such additional regularly scheduled Service to the Covered Business.
 - 7.1.6.1.2. The Franchisee must provide the opportunity for Covered

Businesses to Dispose of Food Waste in a separate Receptacle. For all other Commercial Customers, Franchisee may provide the opportunity to Commercial Customers to Dispose of Organic Materials in a separate Receptacle.

- 7.1.6.1.3. Franchisee must provide Receptacles for Disposal of Food Waste, and, if agreed to by Franchisee and the Commercial Customer, receptacles for Disposal of Organic Materials.
- 7.1.6.1.4. Once each year a Covered Business may request that its Organic Materials Receptacle be cleaned or replaced with a clean Receptacle by the Franchisee.
- 7.1.6.1.5. Franchisee must provide to Covered Businesses City or County-approved education regarding Disposal of Food Waste.

- 7.1.7. Processing of Organic Materials. The Franchisee must transport and market collected Organic Materials. The Franchisee must deliver all properly prepared and collected Organic Materials to a state-approved processor or composting facility. In addition, the Franchisee must deliver Food Waste to a facility that complies with applicable federal, state, regional, and local laws and regulations. The Franchisee must not deliver or cause the delivery of any collected Organic Materials for Disposal unless the Organic Materials are improperly prepared or Franchisee obtains permission from DEQ for such Disposal.

7.2. Customer Responsibility

- 7.2.1. Preparation of Organic Materials.

- 7.2.1.1. Residential Customers.

- 7.2.1.1.1. Residential Customers must place Organic Materials, including Yard Debris and Food Waste, in the cart provided by the Franchisee for Organic Materials.
- 7.2.1.1.2. Occasional extra Organic Material may be placed in Cart, “Kraft” type and “Epic” brand bags, or bundles. Such Containers must have a maximum volume of 40 gallons or less. The Customer must not use plastic bags to contain Organic Materials.

- 7.2.1.2. Covered Businesses. Any Covered Business receiving Service from Franchisee for the collection of Food Waste must:

- 7.2.1.2.1. Source Separate Food Waste from all other waste for collection;
- 7.2.1.2.2. Recover Food Waste that is controlled by the Covered Business, or its agents or employees;

7.2.1.2.3. If the Covered Business collects Food Waste from its customers, ensure that the Food Waste is free of non-food items; and

7.2.1.2.4. Place the Food Waste in the Receptacle provided by Franchisee.

7.2.1.3. Other Commercial Customers. Any other Commercial Customer receiving Organic Materials Service from Franchisee must place Organic Materials in the acceptable Receptacle provided by Franchisee.

7.2.1.4. Acceptable Materials. The Customer must include only those materials that meet the definitions and requirements of these Administrative Rules, including the definition of Food Waste and Organic Materials, in the Receptacle provided by the Franchisee for Organic Materials.

7.2.2. Weight of Organic Materials Receptacles. The Customer must limit the weight of a Receptacle and its contents to the maximum weights listed as follows:

Receptacle Type/Capacity	Maximum Weight
Roll carts up to and including 40 gallons	60 lbs.
Roll carts over 40, up to and including 60 gallons	100 lbs.
Roll carts over 60, up to and including 90 gallons	120 lbs.

7.3. Enforcement of Metro's Business Food Waste Program

7.3.1. Business Assistance.

7.3.1.1. The City must develop educational materials for Covered Businesses, which must, at a minimum, include: (i) Labels for collection containers that clearly communicate what is allowed in the Food Waste collection system, (ii) signs or posters that provide clear and simple instructions, (iii) all signs and program materials must be designed to be understood by people with limited English proficiency, and (iv) program contact phone number for businesses to call for program assistance.

7.3.1.2. The City must offer technical assistance to Covered Businesses to assist with program set-up, understanding program requirements, and separation standards, which must, at a minimum, include: (i) Education and assistance with Food Waste prevention techniques and edible food donation programs, (ii) assisting with Food Waste collection program set up and training on-site at the business, (iii) assisting with mitigating issues arising from program participation such as odors or vectors, and (iv) ensuring correct labeling of all Food Waste collection receptacles, and (v) serving as a facilitator between the business and solid waste hauler, as needed, to assist with the provision of appropriate collection receptacles and service frequency.

- 7.3.2. Communication. For Commercial Customers receiving Food Waste Service from Franchisee, if the Franchisee observes a contaminated Receptacle, the Franchisee will inform the Commercial Customer and the City, or its designee, of the contaminated Receptacle as soon as reasonably possible, generally within one (1) business day, after the date of observation, and will send a photograph of the contaminated Receptacle to the City. If the Franchisee has an email address for the Commercial Customer, it will also send the photograph by email to the Commercial Customer.
- 7.3.2.1. In the first two (2) instances where contamination is an issue, the Franchisee is approved to Dispose of the material as Solid Waste, and may charge the Commercial Customer for any additional cost(s) associated with Solid Waste disposal.
- 7.3.2.2. In subsequent instances, the City, Clackamas County, and/or the Franchisee will inform the Commercial Customer and any tenant business(es) of options the City, Clackamas County, and/or the Franchisee is pursuing to encourage compliance and material quality, including, but not limited to, charging the Commercial Customer to Dispose of the material as Solid Waste, assessing a contamination fee or fine, pursuing a Code Compliance process as provided in Section 7.3.4, and/or abating any issues that pose a serious health, safety, or welfare concern.
- 7.3.3. Waiver. A Covered Business may seek a Waiver, which excuses compliance with the Metro Business Food Waste Program, by submitting a waiver application as provided below.
- 7.3.3.1. To request a Waiver, a Covered Business must submit a Waiver application to Clackamas County's Sustainability & Solid Waste Program. Upon receipt of the Waiver application, Clackamas County will arrange a site visit to observe the circumstances and discuss the waiver request.
- 7.3.3.2. Clackamas County will forward its recommendation regarding the Waiver to the City's Code Compliance Coordinator. The City will make, in its sole discretion, a decision regarding whether to grant the Waiver. If a Waiver is granted, it is valid for a term ending no later than one (1) year from the date the City granted the Waiver.
- 7.3.3.3. Elements Considered for Granting Waiver. In determining whether to grant a Waiver, the City will consider the following factors:
- 7.3.3.3.1. The Receptacle enclosures or other spacing constraints that affect the Covered Business;
- 7.3.3.3.2. Whether the Covered Business is a tenant or owns the property where it is located;
- 7.3.3.3.3. What efforts the Covered Business has made to attempt to comply with the Metro Business Food Waste Program; and

7.3.3.3.4. Any other information the City deems relevant.

7.3.4. Enforcement of Metro Business Food Waste Program. Every effort will be made by the City and the Franchisee to allow a Covered Business to establish compliance with the Metro Business Food Waste Program. The City will undertake the following enforcement action on a Covered Business or other responsible party that does not comply with Metro Ordinance No. 18-1418:

7.3.4.1. The City will send a Notice of Non-Compliance to the Covered Business or responsible party.

7.3.4.2. Upon sending the Notice of Non-Compliance, the City may perform a site visit, contact the Covered Business or responsible party, and/or contact the Franchisee to confirm non-compliance. If the City determines that the Covered Business or responsible party is not compliant, the City will send a Notice of Violation to the Covered Business or responsible party.

7.3.4.3. The Covered Business or responsible party must obtain collection Service for Food Waste, or obtain a waiver as provided in Section 7.3.3, and provide evidence of either to the City not later than ten (10) business days after the Date of Delivery of the Notice of Violation.

7.3.4.4. If the Covered Business or responsible party does not obtain collection Service for Food Waste within the time described in Section 7.3.4.3, the City will issue a written citation for violation of the Metro Business Food Waste Program and these Administrative Rules, and will require the Covered Business or responsible party to appear in the City of Wilsonville Municipal Court.

7.3.4.5. The City of Wilsonville Municipal Court may issue an assessment, fee, penalty, or fine intended to recover administrative costs and/or to incentivize the Covered Business or responsible party to correct the violation. The City of Wilsonville Municipal Court may also impose an assessment, fee, penalty, or fine for each day that the Covered Business or responsible party continues to not comply with the Metro Business Food Waste Program and these Administrative Rules.

7.4. Landlord or Property Owner Responsibility. Persons and entities that own, manage, or operate with tenants that are Commercial Customers must allow for or facilitate Franchisee's provision of Food Waste Service for the tenant, and otherwise enable the tenant to comply with these Administrative Rules, including, but not limited to, Section 7.2, and Metro's Solid Waste Administrative Rules, including, but not limited to, Metro AR 5.15-4000 through 4085.

Section 8: Recycle+ Service Requirements.

8.1. Optional Service. Franchisee may offer, and a Residential Customer may subscribe for, Recycle+ Collection Service.

8.2. Franchisee Responsibility

- 8.2.1. Collection Location. Franchisee will collect Recycle+ Materials Curbside. A Customer may request collection at an alternative location for an additional fee.
- 8.2.2. Collection Frequency. Franchisee will collect materials pursuant to the Recycle+ Collection Service no less than every other week.
- 8.2.3. Receptacles; Bags. The Franchisee must provide all Recycle+ Collection Service Customers with:
 - 8.2.3.1. One City-approved, 15 to 25-gallon receptacle with a lid; and,
 - 8.2.3.2. Clear, plastic collection bags to be used by Customers to source-separate any Recycle+ Collection Service materials. These bags must contain at least thirty (30) percent recycled content, if available.
- 8.2.4. Materials List. The Franchisee must provide collection of the following materials pursuant to the Recycle+ Collection Service:
 - 8.2.4.1. Compact fluorescent lightbulbs;
 - 8.2.4.2. Plastic film (#2 HDPE and #4 LDPE);
 - 8.2.4.3. Textiles; and,
 - 8.2.4.4. Clear plastic, hinged, clamshells (#1 PET/PETE).

The City may adjust the materials collected in the Recycle+ Collection Service program in consultation with Franchisee, in response to changes in recycling processing capacity or availability of recycling markets.

8.3. Customer Responsibility

- 8.3.1. Subscription. Recycle+ Collection Service is considered an on-call collection service. A Customer must request this service from Franchisee. Franchisee is not obligated to provide this service with less than two (2) business days of notice.
- 8.3.2. Fee for Service. A Residential Customer that subscribes for Recycle+ Collection Service must pay Franchisee an additional fee.
- 8.3.3. Source Separation Requirement. A Residential Customer that subscribes for Recycle+ Collection Service must source-separate Recycle+ Materials, and bag such materials separately, in accordance with directions provided by Franchisee or the City.

8.4. Additional Collection Drives. The Franchisee must participate in special collection drives to collect Recycle+ Materials, as part of this service, up to four (4) times per year, as approved by the City. The Franchisee may choose to participate in more than four (4) collection drives.

8.5. Service to Multifamily Customers. The Franchisee may offer Recycle+ Collection Service to Multifamily Customers, subject to owner, property manager, or Homeowner Association approval.

Section 9: Other Materials Service Requirements

9.1. Franchisee Responsibility

- 9.1.1. Service Responsibility. The Franchisee must provide Service for Other Materials for all Persons within its Service Area.
- 9.1.2. Service of Other Materials. The Franchisee must provide Service for Other Materials so long as the Customer complies with the preparation requirements and other requirements set forth in these Administrative Rules.
- 9.1.3. Collection of Infectious Wastes. The Franchisee may provide for collection of Infectious Wastes or may subcontract for this Service. In either case, the Franchisee must conform to all rules and laws including, but not limited to, those of the State of Oregon applying to the collection, transportation, storage, treatment, and Disposal of Infectious Wastes.

9.2. Customer Responsibility

- 9.2.1. Subscription. A Customer must request collection service for Other Materials from Franchisee. Franchisee is not obligated to provide this service with less than seven (7) business days of notice.
- 9.2.2. Fee for Service. Franchisee may charge a Customer that requests collection of Other Materials, and the Customer must pay Franchisee, a fee in accordance with the City's then-current rate sheet.
- 9.2.3. Disposal of Other Materials. Franchisee may prescribe reasonable preparation and source separation requirements for Other Materials. The Customer must place Other Materials in a location agreed upon by Customer and Franchisee and in a Receptacle (if applicable) approved by Franchisee. The location must not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways; must not be within bicycle lanes; and must not be in a location that impedes traffic flow. Other Materials may not be set out by the Customer more than twenty-four (24) hours prior to Service.

Section 10: Community Clean-Up Days

10.1. The Franchisee must agree to deposit the number and size of Drop Boxes and stage the below events at locations agreed to between the Franchisee and the City; and to haul away and replace as many times as may be necessary for:

- 10.1.1. The one week period during which the "Wilsonville Clean-Up Days" will take place, including a "Bulky Waste Day" event. The "Wilsonville Clean-Up Days" event will take place once per year in the Spring. The Spring "Bulky Waste Day" will occur within the "Wilsonville Clean-Up Days" on a date set by the City for a reasonable time of day and duration of time, will be coordinated by the City and Franchisee, and will be advertised by the City and Franchisee;
- 10.1.2. The City and Franchisee will also coordinate a second "Bulky Waste Day" to occur each year in the Fall. The Fall "Bulky Waste Day" will occur on a date set by the

City for a reasonable time of day and duration of time, will be coordinated by the City and Franchisee, and will be advertised by the City and Franchisee; and

- 10.1.3. The “Fall Leaf Clean-Up” event, which will take place once per year in the Fall, on a date set by the City for a reasonable time of day and duration of time, will be coordinated by the City and Franchisee, and will be advertised by the City and Franchisee.
- 10.2. All costs, except Disposal cost, incurred during the Community Clean-Up days by the Franchisee will be at the entire expense of the Franchisee.

Section 11: Customer Service – Access to Information

- 11.1. **Franchisee’s Website.** To the extent practicable, Franchisee’s website must contain information regarding the following:
 - 11.1.1. For new Customers: how to sign up for Services.
 - 11.1.2. For all potential, new, and current Customers: access to the Franchise Agreement and these Administrative Rules. Franchisee may provide this information through a link to the City’s solid waste informational webpage.
 - 11.1.3. For current Customers: local contact information if a Customer complaint or concern is not fully resolved through Franchisee’s call center.
 - 11.1.4. For current Customers: information regarding Wilsonville Clean-Up Days and any other events planned by Franchisee within the City.
 - 11.1.5. For all current Commercial Customers: City-approved information regarding Business Recycling Requirements.
 - 11.1.6. For Covered Businesses; City-approved information regarding Food Waste Requirements
- 11.2. The City will also provide the information in Sections 11.1.2 through 11.1.4 on its solid waste webpage.
- 11.3. **Franchisee Communication to New Customers.** Franchisee will send to all new Customers a communication that includes short summary of Franchisee’s Services and any key information regarding the Franchise Agreement and these Administrative Rules, which communication will be approved by the City Manager or designee prior to Franchisee delivering the communication to new Customers. The communication may be sent via electronic mail or regular mail.
- 11.4. **Franchisee Communication to Current Customers.** Prior to any Service Rate increase or new, modified, or removed surcharge, Franchisee will send to all current Customers a communication explaining the Service Rate increase or surcharge. The communication must be approved by the City Manager or designee prior to Franchisee delivering the communication to current Customers. The communication may be sent via electronic mail or regular mail.
- 11.5. Any disputes regarding Franchisee’s Customer service are subject to Section 12 and Article XIII, Section (1) of the Franchise Agreement.

Section 12: Dispute Resolution

- 12.1. Information and Complaint Resolution.** The Franchisee must respond with twenty-four (24) hours or by the next business day to Customer calls and telephonic or online complaints. Both office and on-route staff must be knowledgeable and courteous in answering Customer information requests and resolving Customer complaints regarding Services. The Franchisee must respond in writing to any written complaint on Service within five (5) working days from receiving the written complaint.
- 12.2. Disputed Billing Policy.** The Franchisee must have a written policy for resolving disputed billings pursuant to Section 3.5.4. The Franchisee must provide a copy of disputed billing policies to the City for review and approval.
- 12.3. Unresolved Disputes.** Any disputes between Franchisee and Customer that remain unresolved for thirty (30) days or more are subject to the procedures contained in Article XIII, Section (1) of the Franchise Agreement.

**WRITTEN ACCEPTANCE OF ORDINANCE NO. 833
CITY OF WILSONVILLE, OREGON**

TO THE MAYOR AND COUNCIL OF THE CITY OF WILSONVILLE:

WHEREAS, on the 6th day of November, 2023, the Council of the City of Wilsonville, Oregon adopted Ordinance No. 833 entitled:

“An Ordinance of the City of Wilsonville Adopting a Franchise Agreement for Solid Waste Management and Collection within the City and Repealing Ordinance No. 814;” and

WHEREAS, said Ordinance grants Keller Drop Box, Inc., dba Republic Services of Clackamas and Washington Counties (“Franchisee”) an exclusive franchise within the City to provide management and collection services for solid waste, recyclable materials, yard debris, organic materials, and other materials pursuant to the terms and conditions stated in said Ordinance; and

WHEREAS, said Ordinance was granted upon the condition that Franchisee shall submit to the City Recorder of the City of Wilsonville its written acceptance of all the terms and conditions of said Ordinance within fourteen (14) days after the effective date of the Ordinance;

NOW, THEREFORE, Franchisee does hereby acknowledge and accept Ordinance No. 833 and all the terms and conditions stated therein.

IN WITNESS WHEREOF, Keller Drop Box, Inc. dba Republic Services of Clackamas and Washington Counties has caused this Written Acceptance to be executed on _____, 2023.

**Keller Drop Box, Inc. dba Republic Services
of Clackamas and Washington Counties**

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

National American Indian Heritage Proclamation

WHEREAS, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today, and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and

WHEREAS, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned;

NOW THEREFORE, I, Julie Fitzgerald, by virtue of the authority vested in me as Mayor of the City of Wilsonville do hereby proclaim November as the National American Indian Heritage Month, in Wilsonville, and urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Wilsonville to be affixed this 6th day of November, 2023.

Julie Fitzgerald, Mayor

