



## CITY COUNCIL AGENDA

June 03, 2024 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

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

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

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

City Recorder - Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

### CITY COUNCIL MISSION STATEMENT

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

### EXECUTIVE SESSION [6:00 PM]

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

### ADJOURN [6:35 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, June 3, 2024 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on May 21, 2024. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.*

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

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

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

4. [Upcoming Meetings](#)
5. Boards/Commission Appointments/Reappointments
6. [City Attorney Employment Agreement](#)

## **COMMUNICATIONS [7:20 PM]**

### **CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:20 PM]**

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

### **COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [7:30 PM]**

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

### **NEW BUSINESS [7:50 PM]**

#### **CONSENT AGENDA [7:50 PM]**

11. [Resolution No. 3148](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Knife River Corporation - Northwest For Construction Of The 2024 Street Maintenance Project \(Capital Improvement Project No. 4014, 4118, 4725\). \(Barrett/Rice\)](#)

12. [Resolution No. 3152](#)

[A Resolution Of The City Of Wilsonville Authorizing South Metro Area Regional Transit \(SMART\) To Purchase One Battery Electric Shuttle Bus From Northwest Bus Sales, Inc. \(Simonton\)](#)

13. [Minutes of the May 6, 2024 City Council Meeting. \(City Recorder\)](#)

### **CONTINUING BUSINESS [7:55 PM]**

### **PUBLIC HEARING [7:55 PM]**

14. [Resolution No. 3142](#)  
[A Resolution Declaring The City's Eligibility To Receive State Shared Revenues. \(Katko\)](#)
15. [Resolution No. 3143](#)  
[A Resolution Declaring The City's Election To Receive State Shared Revenues. \(Katko\)](#)
16. [Resolution No. 3144](#)  
[A Resolution Of The City Of Wilsonville Adopting The Budget, Making Appropriations, Declaring The Ad Valorem Tax Levy, And Classifying The Levy As Provided By ORS 310.060\(2\) For Fiscal Year 2024-25. \(Katko\)](#)
17. [Resolution No. 3145 \(Legislative Hearing\)](#)  
[A Resolution Of The City Of Wilsonville Authorizing A Supplemental Budget Adjustment For Fiscal Year 2023-24. \(Smith\)](#)

**CITY MANAGER'S BUSINESS [8:10 PM]**

**LEGAL BUSINESS [8:15 PM]**

**ADJOURN [8:20 PM]**

**INFORMATIONAL ITEMS – No Council Action Necessary**

[Juneteenth Proclamation](#)

[Pride Month Proclamation](#)

**AN URBAN RENEWAL AGENCY MEETING WILL  
IMMEDIATELY FOLLOW THE CITY COUNCIL MEETING**

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

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

**CITY COUNCIL ROLLING SCHEDULE**  
**Board and Commission Meetings**  
**Items known as of 05/30/24**

**June**

6/10	Monday	6:00 pm	Development Review Board A - CANCELLED	Council Chambers
6/11	Tuesday	6:00 pm	Diversity, Equity and Inclusion	Council Chambers
6/12	Wednesday	6:00 pm	Kitakata Sister City Advisory Board	Parks & Rec
6/12	Wednesday	6:00 pm	Planning Commission	City Council
6/17	Monday	7:00 pm	City Council	Council Chambers
6/24	Monday	6:30 pm	DRB-B	Council Chambers
6/26	Wednesday	6:30 pm	Library Board	Library

**July**

7/1	Monday	7:00 pm	City Council – CANCELLED	Council Chambers
7/8	Monday	6:30 pm	DRB-A	Council Chambers
7/9	Tuesday	6:00 pm	Diversity, Equity and Inclusion / Arts, Culture & Heritage (Joint Meeting)	Council Chambers
7/10	Wednesday	6:00 pm	Planning Commission	Council Chambers
7/15	Monday	7:00 pm	City Council	Council Chambers
7/22	Monday	6:30 pm	DRB-B	Council Chambers
7/24	Wednesday	6:30 pm	Library Board	Library

**Community Events:****June**

Pride Month  
 Immigrant Heritage Month

- 6/4 Ukulele Jam, 9:00 am, Parks & Rec  
 Piecemakers Quilters, 9:00 am, Tauchman House  
 ODHS Drop-In Assistance 10:00 am, Library  
 Intermediate English Class, 10:00 am, Library  
 Author Talk: Lian Dolan, 10:30 am, Library  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Partners Bridge, 12:30 pm, Community Center  
 Poetry Club, 1:00 pm, Community Center

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



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  
 KidoKinetics Camps-Sports Play, 4:00 pm, Memorial Park Soccer Spot  
 Oil Painting with Judy Stubb – Falls in the Summer, 5:30 pm, Parks & Rec Admin Bldg  
 Barre Tone with Jessica Norman, 5:45 pm, Community Center  
 Soul Flow Yoga, 7:15 pm, Community Center

- 6/5 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Digital Photography Club, 10:00 am, Community Center  
 Conversational Spanish Group, 10:30 am, Community Center  
 PROFILES (online), 11:00 am, Library  
 Sit and Be Fit, 11:00 am, Community Center  
 6/5 Walk at Lunch, 12:00 pm – Therapeutic Assoc.  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Pinochle/Cribbage, 1:00 pm, Community Center  
 Bingo, 1:00 pm, Community Center
- 6/6 Gentle Yoga w/Kathryn Kindorf, 8:30 am, Community Center  
 I-5 Connection Chorus Group, 10:00 am, Community Center  
 Bridge for Beginners Lessons, 10:00 am, Community Center  
 Gentle Yoga w/Kathryn Kindorf, 11:15 am, Community Center  
 Ladies Afternoon Out, 1:00 pm, Community Center  
 Grief Support Group, 1:00 pm, Community Center  
 Beginning Tai Chi, 2:00 pm, Community Center  
 Tai Chi Continuing, 3:00 pm, Community Center  
 “The Slow Way Home” documentary & discussion, 6:00 pm, Library  
 Restorative Yoga, 7:15 pm, Community Center
- 6/7 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Sit, Stand, and Be Fit, 11:00 am, Community Center  
 Bridge Group Play, 10:30 am, Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Mexican Train Dominoes, 1:00 pm, Community Center  
 First Friday Films, 3:00 pm, Library
- 6/8 KidoKinetics Camps-Sports Play, 10:00 am, Memorial Park Soccer Spot  
 Book Notes Concert, 2:00 pm, Library
- 6/10 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Life 101 Lecture Series: Fighting Fraud, 10:30 am, Community Center  
 Beginning English Class, 11:00 am, Library

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Sit, Stand and Be Fit, 11:00 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 Play, 1:00 pm, Community Center  
 Learn to Ride a Bike Clinic, 4:00 pm, SMART  
 TAB Meeting, 4:15 pm, Library  
 Body Sculpt with Jules Moody, 6:00 pm, Community Center

- 6/11 Ukulele Jam, 9:00 am, Parks & Rec  
 Piecemakers Quilters, 9:00 am, Tauchman House  
 ODHS Drop-In Assistance 10:00 am, Library  
 Intermediate English Class, 10:30 am, Library  
 Medicare 101, 10:30 am, Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Partners Bridge, 12:30 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  
 KidoKinetics Camps-Sports Play, 4:00 pm, Memorial Park Soccer Spot  
 Learn to Ride a Bike Clinic, 4:00 pm, SMART  
 Barre Tone with Jessica Norman, 5:45 pm, Community Center  
 Soul Flow Yoga, 7:15 pm, Community Center
- 6/12 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Digital Photography Club, 10:00 am, Community Center  
 Conversational Spanish Group, 10:30 am, Community Center  
 Sit and Be Fit, 11:00 am, Community Center  
 Walk at Lunch – The Salon Academy  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Pinochle/Cribbage, 1:00 pm, Community Center  
 Learn to Ride a Bike Clinic, 4:00 pm, SMART
- 6/13 Gentle Yoga w/Kathryn Kindorf, 8:30 am, Community Center  
 I-5 Connection Chorus Group, 10:00 am, Community Center  
 Bridge for Beginners Lessons, 10:00 am, Community Center  
 Gentle Yoga w/Kathryn Kindorf, 11:15 am, Community Center  
 Art Club, 1:00 pm, Community Center  
 Ladies Afternoon Out, 1:00 pm, Community Center  
 Beginning Tai Chi, 2:00 pm, Community Center  
 Tai Chi Continuing, 3:00 pm, Community Center  
 Learn to Ride a Bike Clinic, 4:00 pm, SMART  
 Restorative Yoga, 7:15 pm, Community Center

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- 6/14 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Stand, Sit and Be Fit, 11:00 am, Community Center  
 Bridge Group Play, 11:30 am, Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Mexican Train Dominoes, 1:00 pm, Community Center  
 Learn to Ride a Bike Clinic, 4:00 pm, SMART
- 6/15 Summer Reading Program Kick-Off Event, 10:00 am, Library  
 Skateboard Lessons, 10:00 am, Memorial Park Skatepark  
 KidoKinetics Camps – Sports Play, 10:00 am, Memorial Park Soccer Spot  
 Oil Painting with Judy Stubb – Pastel Seascape, 10:00 am, Parks & Rec Admin Bldg  
 Cellopop Concert with Gideon Freudmann, 1:00 pm, Library  
 Soccer Shots Summer 2024, 2:00 pm, Memorial Park Soccer Spot
- 6/17 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Beginning English Class, 11:00 am, Library  
 Sit, Stand and Be Fit, 11:00 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 Play, 1:00 pm, Community Center  
 Genealogy Club, 1:00 pm, Library  
 Body Sculpt with Jules Moody, 6:00 pm, Community Center
- 6/18 Ukulele Jam, 9:00 am, Parks & Rec  
 Piecemakers Quilters, 9:00 am, Tauchman House  
 AARP Smart Driver, 9:00 am, Community Center  
 Intermediate English Class, 10:00 am, Library  
 ODHS Drop-In Assistance 10:00 am, Library  
 Baby & Toddler Time, 10:30 am, Library  
 Baby & Toddler Time, 11:15 am, Library  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Partners Bridge, 12:30 pm, Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Library  
 Virtual Reality Fitness, 1:00 pm, Community Center  
 Teen Event: Game Day, 2:00 pm, Library  
 Beginning Tai Chi, 2:00 pm, Community Center  
 Tai Chi Continuing, 3:00 pm, Community Center  
 KidoKinetics Camps – Sports Play, 4:00 pm, Memorial Park Soccer Spot  
 Barre Tone with Jessica Norman, 5:45 pm, Community Center  
 Soul Flow Yoga, 7:15 pm, Community Center
- 6/19 Juneteenth (all day)

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Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Digital Photography Club, 10:00 am, Community Center  
 Stories & Science, 10:30 am, Library  
 Conversational Spanish Group, 10:30 am, Community Center  
 Sit and Be Fit, 11:00 am, Community Center  
 Stories & Science, 12:00 pm, Library  
 Walk at Lunch – Club Pilates  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Pinochle/Cribbage, 1:00 pm, Community Center  
 Bingo, 1:00 pm, Community Center  
 Minor Bike Repair, 5:00 pm, SMART  
 Juneteenth Celebration, 5:00 pm

6/20 Gentle Yoga w/Kathryn Kindorf, 8:30 am, Community Center  
 I-5 Connection Chorus Group, 10:00 am, Community Center  
 Bridge for Beginners Lessons, 10:00 am, Community Center  
 Thursday Fun Show: Juggler Henrik Bothe, 11:00 am, Grove Shelter at Memorial Park  
 Walking Book Club, 1:00 pm, 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  
 Nutritious Foods with Sam Romanowski – Summer Shrubs and Fruit Syrups, 6:00 pm, CC  
 Restorative Yoga, 7:15 pm, Community Center

6/21 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Stand, Sit and Be Fit, 11:00 am, Community Center  
 Bridge Group Play, 10:30 am, Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Mexican Train Dominoes, 1:00 pm, Community Center

6/22 KidoKinetics Camps-Sports Play, 10:00 am, Memorial Park Soccer Spot  
 Soccer Shots Summer 2024, 2:00 pm, “Soccer Spot” (near tennis court)

6/24 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Life 101 Lecture Series: Brain Health, 10:30 am, Community Center  
 Beginning English Class, 11:00 am, Library  
 Sit, Stand and Be Fit, 11:00 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 Play, 1:00 pm, Community Center  
 Body Sculpt with Jules Moody, 6:00 pm, Community Center

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- 6/25 Ukulele Jam, 9:00 am, Parks & Rec  
 Piecemakers Quilters, 9:00 am, Tauchman House  
 ODHS Drop-In Assistance 10:00 am, Library  
 Intermediate English Class, 10:00 am, Library  
 Baby & Toddler Time, 10:30 am, Library  
 Baby & Toddler Time, 11:15 am, Library
- Lunch at the Community Center, 12:00 pm, Community Center  
 Partners Bridge, 12:30 pm, Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Library  
 Virtual Reality Fitness, 1:00 pm, Community Center  
 Teen Event: Green Teens, 2:00 pm, Library  
 KidoKinetics Camps-Sports Play, 4:00 pm, Memorial Park Soccer Spot  
 Barre Tone with Jessica Norman, 5:45 pm, Community Center  
 History Talk: Samuel Boardman and the History of Oregon State Parks, 6:00 pm, Library  
 Soul Flow Yoga, 7:15 pm, Community Center
- 6/26 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Digital Photography Club, 10:00 am, Community Center  
 Conversational Spanish Group, 10:30 am, Community Center  
 Stories & Science, 10:30, Library  
 Sit and Be Fit, 11:00 am, Community Center  
 Walk at Lunch – San Francisco Tienda Mexicana, 12:00 pm  
 Stories & Science, 12:00 pm, Library  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Pinochle/Cribbage, 1:00 pm, Community Center
- 6/27 Gentle Yoga w/Kathryn Kindorf, 8:30 am, Community Center  
 I-5 Connection Chorus Group, 10:00 am, Community Center  
 Bridge for Beginners Lessons, 10:00 am, Community Center  
 Thursday Fun Show: Border Collie International, 11:00 am, Grove Shelter, Memorial Park  
 Ladies Afternoon Out, 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
- 6/28 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Bridge for Intermediate Lessons, 10:30 am, Community Center  
 Stand, Sit and Be Fit, 11:00 am, Community Center  
 Bridge Group Play, 11:30 am, Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Mexican Train Dominoes, 1:00 pm, Community Center
- 6/29 Korean War Remembrance Ceremony, 10:00 am, Town Center Park

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KidoKinetics Camps-Sports Play, 10:00 am, Memorial Park Soccer Spot  
 Soccer Shots Summer 2024, 2:00 pm, "Soccer Spot" (near tennis court)

## July

Disability Pride Month

- 7/1 Americans with Disability Act (All day)  
 Beginning English Class, 11:00 am, Library  
 Sit, Stand and Be Fit, 11:00 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 Play, 1:00 pm, Community Center  
 Body Sculpt with Jules Moody, 6:00 pm, Community
- 7/2 Ukulele Jam, 9:00 am, Parks & Rec  
 Piecemakers Quilters, 9:00 am, Tauchman House  
 Intermediate English Class, 10:00 am, Library  
 ODHS Drop-In Assistance 10:00 am, Library  
 Baby & Toddler Time, 10:30 am, Library  
 Baby & Toddler Time, 11:15 am, Library  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Partners Bridge, 12:30 pm, Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Library  
 Poetry Club, 1:00 pm, Community Center  
 Virtual Reality Fitness, 1:00 pm, Community Center  
 Teen Event: Tarot, 2:00 pm, Library  
 KidoKinetics Camps – Sports Play, 4:00 pm, Memorial Park Soccer Spot  
 Oil Painting with Judy Stubb-Frolicking Whale, 5:30 pm, Parks & Rec Admin Bldg
- 7/3 Digital Photography Club, 10:00 am, Community Center  
 Stories & Science, 10:30 am, Library  
 Conversational Spanish Group, 10:30 am, Community Center  
 PROFILES (online), 11:00 am, Community Center  
 Sit and Be Fit, 11:00 am, Community Center  
 Stories & Science, 12:00 pm, Library  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Pinochle/Cribbage, 1:00 pm, Community Center  
 Bingo, 1:00 pm, Community Center
- 7/4 Library Closed  
 City Offices Closed  
 I-5 Connection Chorus Group, 10:00 am, Community Center  
 Bridge for Beginners Lessons, 10:00 am, Community Center  
 4<sup>th</sup> of July Laser Light Show, 9:00 pm, Town Center Park

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- 7/5 Sit, Stand and Be Fit, 11:00 am, Community Center  
 Bridge Group Play, 11:30 am, Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Mexican Train Dominoes, 1:00 pm, Community Center  
 First Friday Films, 3:00 pm, Library
- 7/6 KidoKinetics Camps-Sports Play, 10:00 am, Memorial Park Soccer Spot  
 Soccer Shots Summer 2024, 2:00 pm, "Soccer Spot" (near tennis court)
- 7/7 Watercolor Workshops, 10:00 am, Tauchman House
- 7/8 Bike Adventure Camp, 9:00 am, Stein-Boozier Barn  
 Beginning English Class, 11:00 am, Library  
 Sit, Stand and Be Fit, 11:00 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 Play, 1:00 pm, Community Center  
 TAB Meeting, 4:15 pm, Library  
 Body Sculpt with Jules Moody, 6:00 pm, Community Center
- 7/9 Ukulele Jam, 9:00 am, Parks & Rec  
 Piecemakers Quilters, 9:00 am, Tauchman House  
 Bike Adventure Camp, 9:00 am, Stein-Boozier Barn  
 ODHS Drop-In Assistance 10:00 am, Library  
 Intermediate English Class, 10:00 am, Library  
 Medicare 101, 10:30 am, Community Center  
 Baby & Toddler Time, 10:30 am, Library  
 Baby & Toddler Time, 11:15 am, Library  
 Gentle Yoga w/Kathryn Kindorf, 11:15 am, Community Center  
 Partners Bridge, 12:30 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  
 Teen Event: Laser Tag/Nerf Day, 2:00 pm, Library  
 KidoKinetics Camps – Sports Play, 4:00 pm, Memorial Park Soccer Spot  
 Barre Tone with Jessica Norman, 5:45 pm, Community Center  
 Soul Flow Yoga, 7:15 pm, Community Center
- 7/10 Healthy Bones and Balance, 8:30 am, Community Center  
 Bike Adventure Camp, 9:00 am, Stein-Boozier Barn  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Digital Photography Club, 10:00 am, Community Center  
 Stories & Science, 10:30 am, Library  
 Conversational Spanish Group, 10:30 am, Community Center  
 Sit and Be Fit, 11:00 am, Community Center

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Walk at Lunch, 12:00 pm, MiNa's Closet Consignment  
 Stories & Science, 12:00 pm, Library  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Pinochle/Cribbage, 1:00 pm, Community Center

7/11 Gentle Yoga w/Kathryn Kindorf, 8:30 am, Community Center  
 Bike Adventure Camp, 9:00 am, Stein-Boozier Barn  
 I-5 Connection Chorus Group, 10:00 am, Community Center  
 Bridge for Beginners Lessons, 10:00 am, Community Center  
 Thursday Fun Show: Magician Seth Howard, 11:00 am, Grove Shelter at Memorial Park  
 Gentle Yoga w/Kathryn Kindorf, 11:15 am, Community Center  
 Art Club, 1:00 pm, Community Center  
 Ladies Afternoon Out, 1:00 pm, Community Center  
 Grief Support 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

7/12 Healthy Bones and Balance, 8:30 am, Community Center  
 Bike Adventure Camp, 9:00 am, Stein-Boozier Barn  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Sit, Stand and Be Fit, 11:00 am, Community Center  
 Bridge Group Play, 11:30 am, Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Mexican Train Dominoes, 1:00 pm, Community Center  
 Summer 2024 Movies in the Park, 7:00 pm, Town Center Park

7/13 KidoKinetics Camps-Sports Play, 10:00 am, Memorial Park Soccer Spot  
 Oil Painting w Judy Stubb-Evergreens at Sunset, Parks & Rec Admin Bldg  
 Soccer Shots Summer 2024, 2:00 pm, "Soccer Spot" (near tennis court)

7/15 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Life 101 Lecture Series: Long Term Care 101, 10:30 am, Community Center  
 Beginning English Class, 11:00 am, Library  
 Sit, Stand and Be Fit, 11:00 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 Play, 1:00 pm, Community Center  
 Genealogy Club, 1:00 pm, Library  
 Body Sculpt with Jules Moody, 6:00 pm, Community Center

7/16 Ukulele Jam, 9:00 am, Parks & Rec  
 Piecemakers Quilters, 9:00 am, Tauchman House  
 Intermediate English Class, 10:00 am, Library

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ODHS Drop-In Assistance 10:00 am, Library  
 Baby & Toddler Time, 10:30 am, Library  
 Baby & Toddler Time, 11:15 am, Library  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Partners Bridge, 12:30 pm, Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Library  
 Virtual Reality Fitness, 1:00 pm, Community Center  
 Teen Event: Barbie Murder Mystery, 2:00 pm, Library  
 Beginning Tai Chi, 2:00 pm, Community Center  
 Tai Chi Continuing, 3:00 pm, Community Center  
 KidoKinetics Camps – Sports Play, 4:00 pm, Memorial Park Soccer Spot  
 Barre Tone with Jessica Norman, 5:45 pm, Community Center  
 Soul Flow Yoga, 7:15 pm, Community Center

- 7/17 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Digital Photography Club, 10:00 am, Community Center  
 Stories & Science, 10:30 am, Library  
 Conversational Spanish Group, 10:30 am, Community Center  
 Sit and Be Fit, 11:00 am, Community Center  
 Stories & Science, 12:00 pm, Library  
 Walk at Lunch – Lux Sucre Charbonneau  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Pinochle/Cribbage, 1:00 pm, Community Center  
 Bingo, 1:00 pm, Community Center
- 7/18 Gentle Yoga w/Kathryn Kindorf, 8:30 am, Community Center  
 I-5 Connection Chorus Group, 10:00 am, Community Center  
 Bridge for Beginners Lessons, 10:00 am, Community Center  
 Thursday Fun Show: Storyteller Rick Huddle, 11:00 am, Grove Shelter at Memorial Park  
 Gentle Yoga w/Kathryn Kindorf, 11:15 am, Community Center  
 Walking Book Club, 1:00 pm, Library  
 Ladies Afternoon Out, 1:00 pm, Community Center  
 Grief Support Group, 1:00 pm, Community Center  
 Beginning Tai Chi, 2:00 pm, Community Center  
 Tai Chi Continuing, 3:00 pm, Community Center  
 Wilsonville Rotary Summer Concerts, 5:30 pm, Town Center Park  
 Restorative Yoga, 7:15 pm, Community Center
- 7/19 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Stand, Sit and Be Fit, 11:00 am, Community Center  
 Bridge Group Play, 11:30 am, Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Mexican Train Dominoes, 1:00 pm, Community Center

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

- 7/20 KidoKinetics Camps-Sports Play, 10:00 am, Memorial Park Soccer Spot  
Soccer Shots Summer 2024, 2:00 pm, "Soccer Spot" (near tennis court)
- 7/22 Healthy Bones and Balance, 8:30 am, Community Center  
Advanced Healthy Bones and Balance, 9:30 am, Community Center  
Life 101 Lecture Series: Know the 10 Warning Signs of Alzheimer's, 10:30 am, CC  
Beginning English Class, 11:00 am, Library  
Sit, Stand and Be Fit, 11:00 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 Play, 1:00 pm, Community Center  
Nutritious Foods with Sam Romanowski-Hearty Salads & Grain Bowls, 6:00 pm, CC  
Body Sculpt with Jules Moody, 6:00 pm, Community Center
- 7/23 Ukulele Jam, 9:00 am, Parks & Rec  
Piecemakers Quilters, 9:00 am, Tauchman House  
Intermediate English Class, 10:00 am, Library  
ODHS Drop-In Assistance 10:00 am, Library  
Baby & Toddler Time, 10:30 am, Library  
Baby & Toddler Time, 11:15 am, Library  
Lunch at the Community Center, 12:00 pm, Community Center  
Partners Bridge, 12:30 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  
KidoKinetics Camps – Sports Play, 4:00 pm, Memorial Park Soccer Spot  
Barre Tone with Jessica Norman, 5:45 pm, Community Center  
Soul Flow Yoga, 7:15 pm, Community Center  
Teen Event: Library After Dark, 10:00 pm, Library
- 7/24 Healthy Bones and Balance, 8:30 am, Community Center  
Advanced Healthy Bones and Balance, 9:30 am, Community Center  
Digital Photography Club, 10:00 am, Community Center  
Stories & Science, 10:30 am, Library  
Conversational Spanish Group, 10:30 am, Community Center  
Sit and Be Fit, 11:00 am, Community Center  
Stories & Science, 12:00 pm, Library  
Walk at Lunch, 12:00 pm, Cross Fit  
Lunch at the Community Center, 12:00 pm, Community Center  
Pinochle/Cribbage, 1:00 pm, Community Center
- 7/25 Gentle Yoga w/Kathryn Kindorf, 8:30 am, Community Center  
I-5 Connection Chorus Group, 10:00 am, Community Center  
Bridge for Beginners Lessons, 10:00 am, Community Center

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

Thursday Fun: Paradise of Samoa Dancers, 11:00 am, Grove Shelter at Memorial Park  
 Gentle Yoga w/Kathryn Kindorf, 11:15 am, Community Center  
 Ladies Afternoon Out, 1:00 pm, Community Center  
 Grief Support Group, 1:00 pm, Community Center  
 Beginning Tai Chi, 2:00 pm, Community Center  
 Tai Chi Continuing, 3:00 pm, Community Center  
 Wilsonville Rotary Summer Concerts, 5:30 pm, Town Center Park  
 Flash Fiction Workshop, 6:00 pm, Library  
 Parenting the Love & Logic Way, 6:00 pm, Community Center  
 Restorative Yoga, 7:15 pm, Community Center

- 7/26 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Stand, Sit and Be Fit, 11:00 am, Community Center  
 Bridge Group Play, 11:30 am, Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Mexican Train Dominoes, 1:00 pm, Community Center  
 Summer 2024 Movies in the Park, 7:00 pm, Edelweiss Park
- 7/27 KidoKinetics Camps-Sports Play, 10:00 am, Memorial Park Soccer Spot  
 Soccer Shots Summer 2024, 2:00 pm, "Soccer Spot" (near tennis court)
- 7/29 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Life 101 Lecture Series: Estate Planning, 10:30 am, Community Center  
 Beginning English Class, 11:00 am, Library  
 Sit, Stand and Be Fit, 11:00 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 Play, 1:00 pm, Community Center  
 Body Sculpt with Jules Moody, 6:00 pm, Community Center
- 7/30 Ukulele Jam, 9:00 am, Parks & Rec  
 Piecemakers Quilters, 9:00 am, Tauchman House  
 ODHS Drop-In Assistance 10:00 am, Library  
 Intermediate English Class, 10:00 am, Library  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Partners Bridge, 12:30 pm, Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Library  
 Virtual Reality Fitness, 1:00 pm, Community Center  
 Storywalk with the Artist: Kate Berube, 1:30 pm, Tivoli Park  
 Teen Event: Party in the Park, 2:00 pm, Murase Plaze at Memorial Park  
 Beginning Tai Chi, 2:00 pm, Community Center  
 Tai Chi Continuing, 3:00 pm, Community Center  
 KidoKinetics Camps-Sports Play, 4:00 pm, Memorial Park Soccer Spot

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

Barre Tone with Jessica Norman, 5:45 pm, Community Center  
Soul Flow Yoga, 7:15 pm, Community Center

- 7/31 Healthy Bones and Balance, 8:30 am, Community Center
- Advanced Healthy Bones and Balance, 9:30 am, Community Center
- Digital Photography Club, 10:00 am, Community Center
- Stories & Science, 10:30 am, Library
- Conversational Spanish Group, 10:30 am, Community Center
- Sit and Be Fit, 11:00 am, Community Center
- Stories & Science, 12:00 pm, Library
- Walk at Lunch, 12:00 pm, Soak Box
- Lunch at the Community Center, 12:00 pm, Community Center
- Pinochle/Cribbage, 1:00 pm, Community Center

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

**CITY OF WILSONVILLE  
EMPLOYMENT AGREEMENT  
CITY ATTORNEY**

This Employment Agreement (“Agreement”) is made and entered into effective the April 30, 2024 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (the “City”), and **Amanda R. Guile-Hinman** (“Employee”), both of whom understand and agree as follows:

**WITNESSETH:**

WHEREAS, the City desires to continue to employ the services of Employee as City Attorney of the City of Wilsonville; and

WHEREAS, it is the desire of the City to establish certain conditions of employment, establish certain benefits, and set working conditions for Employee; and

WHEREAS, Employee desires to continue employment as City Attorney of the City of Wilsonville;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1. Duties and Work Hours**

The City hereby agrees to employ Employee as City Attorney of the City of Wilsonville. Employee agrees to devote her full-time efforts to performing the functions and duties of City Attorney, as set forth in the job description on file with the Human Resources Department, and to perform other legally permissible and proper duties and functions as the Wilsonville City Council (“Council”) assigns to her.

**Section 2. Hours of Work**

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the City and, to that end, Employee will be allowed to make reasonable adjustments as she shall deem appropriate during said normal office hours. Any extended reasonable adjustments shall be subject to consultation with the City Manager and the Mayor.

**Section 3. Employment Date and Status; Contract Term**

3.1 Employment is at all times AT WILL, meaning Employee can resign and the City can terminate Employee’s employment at any time, with or without cause, subject to the severance benefits described in **Section 9**. Employee has been employed by the City since May 2, 2022, which date is hereinafter referred to as the Employment Date. If Employee is not otherwise terminated earlier, as provided in **Section 9** below, the term of this Employment Agreement will be for a two-year period, from the Effective Date through and including April 30, 2026.

## Section 4. Compensation and Allowance

4.1 First Contract Year. Employee will receive an annual base compensation of \$189,925.32 (“Salary”), effective May 1, 2024, through April 30, 2025.

4.2. Second Contract Year. Subject to **Subsection 4.3** herein, Employee will receive an increase to the Salary of five and one-half percent (5.5%), effective May 1, 2025, through April 30, 2026.

4.3. A majority of the City Council members may elect to reevaluate the annual base compensation amount prior to the start of the subsequent year.

4.4. In addition to Salary, Employee will receive a \$100.00 per month allowance to put towards Employee’s cost of maintaining a cellular phone or technology that is used in connection with her work for the City. In addition to the foregoing, Employee will receive the standard benefits offered to City employees, as outlined in **Section 5**.

## Section 5. Other Benefits; Administrative Time

5.1 The City will provide Employee with a standard benefits package, as is offered all other executive-level, full-time City employees, including health, dental, and life insurance, PERS benefits, vacation time and sick leave. Details on all benefits are available through the Human Resources Department. Employee has the option to cash out up to five days (40 hours) of vacation time per contract year. In addition to the standard City benefits, the City will contribute a percentage of Employee’s base Salary to Employee’s 401(a) retirement plan. This plan vests over a six (6) year period. The City’s contribution to Employee’s 401(a) retirement plan will be as follows:

5.1.1. First Contract Year. The City will contribute three and one-quarter percent (3.25%) of Employee’s base Salary to Employee’s 401(a) retirement plan.

5.1.2. Second Contract Year. The City will contribute three and one-half percent (3.5%) of Employee’s base Salary to Employee’s 401(a) retirement plan.

5.2 Due to the nature of the City Attorney’s position, Employee will be required to attend numerous evening and some occasional weekend meetings. As a result, the City allows for reasonable flexibility in the normal work hours and will provide Employee ten (10) paid “administrative days” off, to be used in Employee’s reasonable discretion, at times when her workload and meeting schedule allow. Employee shall not receive monetary compensation/salary for work in excess of normal office hours. The ten paid “administrative days” will be made available to Employee on her Employment Date, and she will receive ten paid “administrative days” on the anniversary of her Employment Date. Employee must use the “administrative days” each year or they will be forfeited; they will not “carry over” into subsequent years. Any unused “administrative days” will not be paid at the time of Employee’s resignation or retirement, or if this Agreement is terminated pursuant to **Section 9**.

## **Section 6. Dues and Subscriptions**

The City agrees to budget and pay for the professional dues and subscriptions of Employee necessary for her continuation and full participation in the Oregon State Bar, governmental law section of the Oregon State Bar, land use section of the Oregon State Bar, other relevant county bar associations, the Oregon City Attorney's Association, and the National Institute of Municipal Legal Officers, which are necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the City.

## **Section 7. Professional Development**

7.1. The City hereby agrees to, in accordance with City travel and expense guidelines and policies, budget and pay for the travel expenses of Employee for: (a) professional and official travel; (b) meetings, and occasions adequate to continue the professional development of Employee; and (c) meetings and occasions adequate to pursue necessary official and other functions for the City. These shall include the Oregon State Bar and sections of government law and land use, the City Attorney's Association, the International Municipal Law Officer's Association, and other national, regional, state, and local governmental groups and committees thereof on which Employee may serve as a member and/or have been approved by the City.

7.2. The City also agrees to budget and pay for the necessary continued legal educational expenses of Employee for short courses, institutes, and seminars that are necessary for her continued licensing as a member of the Oregon State Bar.

7.3. The City agrees to maintain the necessary legal library as agreed upon by Employee and the City.

## **Section 8. Performance Evaluations**

Council shall review and evaluate the performance of Employee approximately annually, or more frequently than annually if performance issues exist. Said review and evaluation shall be in accordance with criteria developed by the Council and may include feedback or review from categories of other City employees or relevant third parties. Said criteria may be added to or deleted from as Council may from time to time determine. Input regarding Employee's performance will be requested from all council members. Council and Employee shall periodically define goals and performance objectives which they determine necessary for the proper operation of the City and attainment of Council's policy objectives. Council and Employee shall work together to establish priorities among those various goals and objectives. The goals will be set to generally be attainable within the time limitations specified and within the annual operating and capital budgets and appropriations provided for.

## **Section 9. Termination and Severance Pay**

9.1. Subject to the terms and conditions stated herein, in the event this Employment Agreement is terminated by Council not "For Cause", and at such time of termination Employee remains willing and able to perform her duties under this Agreement, the City agrees to pay Employee

a severance payment equal to either greater of: (a) six months' Salary; or (b) one (1) months' Salary per year of service, with a maximum of twelve (12) months; plus reimbursement for health benefits in place at the time of termination equal to the severance payment period ("Severance"). In the event Employee is terminated by Council after October 30, 2025, and at the time of termination Employee remains willing and able to perform her duties under this Agreement, and termination is not "For Cause," the City agrees to pay Employee a severance payment equal to Salary for months remaining on this Contract to April 30, 2026 or a minimum of three months' Salary, whichever is greater ("Remainder Severance"), plus reimbursement for health benefits in place at the time of termination equal to the Remainder Severance payment period. Payment of the Severance or Remainder Severance is conditioned upon Employee signing a Settlement and Release of Claims Agreement in consideration of such payment. Council may elect to pay the dollars portion of the Severance or Remainder Severance payment in a lump sum or in equal monthly installments. To the extent allowed by law, the medical coverage premiums will be reimbursed after payment by Employee for up to twelve (12) months of coverage, dependent on years of service. Severance will not be paid if Employee either does not sign the Settlement and Release of Claims Agreement or if Employee is terminated "For Cause." As used herein, "For Cause" shall mean that Employee is terminated because of malfeasance, gross negligence, insubordination, theft, deception (by material untrue statement or material intentional omission), fraud, a violation of the Oregon Rules of Professional Conduct, or a criminal felony conviction.

9.2. No Severance or Remainder Severance will be paid if Employee voluntarily leaves her position.

9.3. In the event Employee is unable to work because of disability, the Severance amount set forth in **Section 10** shall apply in lieu of the above Severance.

9.4. In the event Employee voluntarily resigns her position with the City, Employee agrees to use good faith efforts to give the City three (3) months' notice in advance, unless the parties otherwise agree. Employee shall not be entitled to Severance if Employee voluntarily resigns, regardless of how and when notice is given.

## **Section 10. Disability**

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period that exceeds exhaustion of allowed state and federal family medical leaves or other state or federal leave programs, the City shall have the option to terminate this Agreement and, in that case, Severance will be equal to three (3) months' of wages and health benefits, but will cease to be paid as soon as disability insurance proceeds begin to be received, if such payments occur sooner than the expiration of the three (3) month Severance period.

## **Section 11. Suspension in Lieu of Termination or Immediate Termination, Discipline**

11.1 The City may suspend Employee with full pay and benefits at any time during the term of this Agreement, but only if a majority of Council vote to suspend Employee pending an investigation into allegations of malfeasance, gross negligence, insubordination, theft, deception, fraud, violation of City policy or the Oregon Rules of Professional Conduct, or a criminal felony



charge. Suspension discussion shall occur in executive session, to the extent permitted under Oregon public meetings laws. The action to suspend will be taken in a public meeting, to the extent required by Oregon law. Employee shall be given written notice setting forth any allegations that could lead to suspension at least five (5) days prior to such executive session and shall be given the opportunity to present defenses or provide a statement during executive session, but Employee shall not be allowed to be present during Council deliberations that follow. During that five (5) day or more interim period before the matter can be heard by Council, the City may temporarily suspend Employee with pay. Nothing contained herein shall be construed to require a suspension before termination; however, the procedures and timelines described in this paragraph for a suspension will also apply in the event the City contemplates terminating this Employment Agreement.

11.2 Employee is subject to all employment policies applicable to City employees as described in the City's Employee Handbook. That means that Employee will be subject to the City's policies regarding discipline, located in the City's Employee Handbook.

## **Section 12. Indemnification**

The City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Attorney. The City may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. No indemnification shall apply to acts done outside the course and scope of employment.

## **Section 13. Other Terms and Conditions of Employment**

Council, in consultation with Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

## **Section 14. General Provisions**

14.1. This Agreement shall constitute the entire agreement between the parties.

14.2. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

14.3. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

14.4. This Agreement may only be amended in writing, signed by both the City and Employee.

14.5. Waiver of any provision of this Agreement, either by the City or Employee, shall not constitute a future waiver of that or any other provision of this Agreement.

14.6. This Agreement shall be construed and interpreted in accordance with the laws of the State of Oregon, and venue for any dispute shall be in Clackamas County.

14.7. This Agreement, along with the City’s employment policies (as described in the City’s Employee Handbook or in resolutions or rules implemented by the City Council, and as they may be amended and expanded from time to time), which have been or will be provided to and signed by Employee, sets forth the entire Agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, promises, or communications that are not contained herein.

IN WITNESS WHEREOF, the City of Wilsonville has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Recorder. Employee has signed and executed this Agreement. This Agreement may be signed in counterpart and with duplicate originals so that the City and Employee will both have an original copy of this Agreement.

DATED:\_\_\_\_\_

CITY OF WILSONVILLE

EMPLOYEE

By:\_\_\_\_\_
Julie Fitzgerald
Mayor

\_\_\_\_\_
Amanda Guile-Hinman

ATTESTED TO:

\_\_\_\_\_
Kimberly Veliz, City Recorder



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> June 3, 2024		<b>Subject: Resolution No. 3148</b> Authorizing the City Manager to Execute a Construction Contract with Knife River Corporation - Northwest, for construction of the 2024 Street Maintenance Project (Capital Improvement Project 4014, 4118, 4725)  <b>Staff Member:</b> Andrew Barrett, PE, Capital Projects Manager and Jason Rice, PE, Consulting Project Manager  <b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input 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 the public bid process, accepting the lowest responsible bidder, and awarding a construction contract with Knife River Corporation – Northwest in the amount of \$1,760,101.50 for the construction of the 2024 Street Maintenance project (Capital Improvement Projects 4014, 4118, 4725).

**EXECUTIVE SUMMARY:**

The 2024 Street Maintenance project will rehabilitate three sections of roadway, including Bailey Street east of Boones Ferry Road, Boones Ferry Road between Wilsonville Road and Bailey Street, and Boberg Road between Boeckman Road and Barber Street. Contained within this work are upgrades to a mid-block pedestrian crossing, 15 pedestrian ramps and 10 pedestrian signal push buttons to meet accessibility standards, repair of roadway base material, repaving of roadway surfaces, and new striping. A map of the work zones is provided as **Attachment 1**.

The City received four (4) bids by the May 21, 2024, 2:00 pm deadline (**Attachment 2**), of which Knife River Corporation – Northwest submitted the lowest responsive and responsible bid of \$1,760,101.50.

**EXPECTED RESULTS:**

Rehabilitate or reconstruct the driving surface on approximately 0.85 miles of city roadways and upgrade sidewalk curb ramps and signal push buttons improving pedestrian accessibility on Bailey Street, Boones Ferry Road, and Boberg Road.

**TIMELINE:**

Construction is expected to begin June 17, 2024, with a substantial completion date scheduled for August 30, 2024.

**CURRENT YEAR BUDGET IMPACTS:**

The budget for Fiscal Year 2023/2024 (FY 23/24) includes funding for street maintenance and pedestrian improvements as summarized below.

CIP No.	Project Name	Funding Source	Adopted FY 23/24 Budget	Contract Amount
4014	2024 Street Maintenance	Road Maintenance Fee	\$2,950,000	\$1,614,246.37
4118	Signal Improvements	Road Operating	\$234,000	\$64,617.35
4725	Crosswalk Flasher Replacement	Road Operating	\$204,300	\$81,237.78
Total			\$ 3,388,300	\$1,760,101.50

Approximately \$700,000 is available within FY 23/24 budget for construction of the 2024 Street Maintenance project. An additional \$2,869,945 is proposed for street maintenance design, construction, contract administration, and overhead in the Fiscal Year 2024-2025 (FY 24/25) proposed budget. The street maintenance construction contract of \$1,760,101.50 is within the total anticipated budget amount.

**COMMUNITY INVOLVEMENT PROCESS:**

This project is contained within the City's 5-Year Capital Improvement Plan (CIP), the FY 23/24 Adopted Budget and the Proposed FY 24/25 Budget and as such, has been through both Budget Committee and Council Actions; processes that contain opportunity for public conversation.

Staff has been coordinating with the surrounding property owners during Project design work regarding anticipated impacts during construction. Mailers were sent on May 22, 2024, notifying residents and businesses near the work areas of the upcoming construction, including staff contact information for any questions, concerns, or coordination needs. These community members will again receive a mailer once the exact dates for construction is determined. In addition, a project website is being created to communicate project related impacts and updates.

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

This year's Street Maintenance project will improve safety for pedestrian, cyclist and vehicular traffic along the areas depicted in **Attachment 1**. The project will also improve the City's overall pavement condition index and extend the roadway serviceable life by replacing the surfaces of badly worn roadways. Buffered bike lanes will be added to Boberg Road as part of restriping the new roadway surfaces, enhancing the Wilsonville bike network.

Street maintenance work on Boones Ferry Road will occur during evening hours to minimize impacts to nearby businesses and the travelling public.

**ALTERNATIVES:**

By conducting a geotechnical investigation of the existing roadway structure, the project team was able to thoughtfully select each of the project area's treatments pursuing the longest lasting paved surface for the most affordable cost. With this mindset, the City positions itself to continue building safe and reliable roadways that last our community as long as possible while not over (or under) paving the roadway.

**CITY MANAGER COMMENT:**

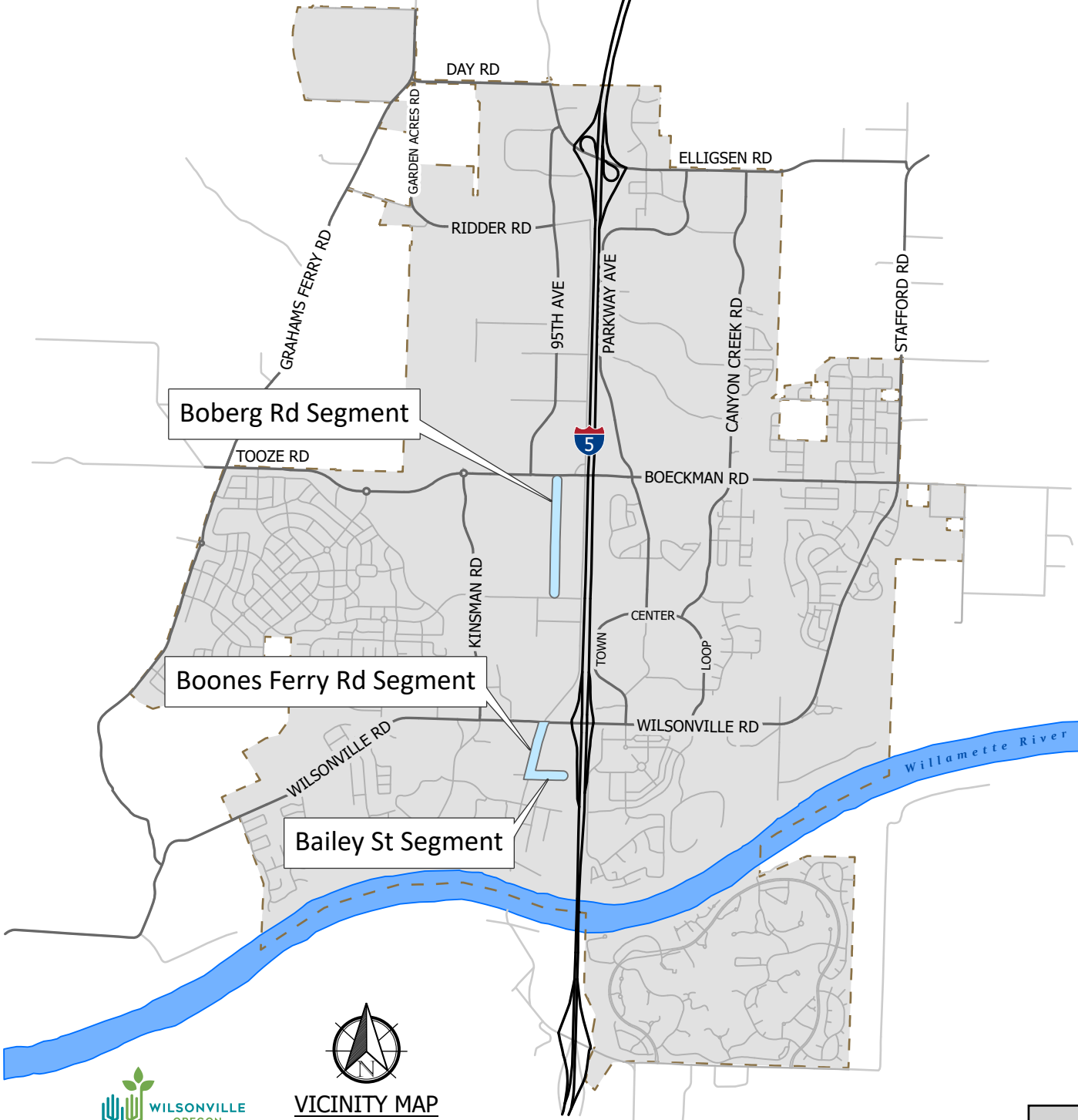
N/A

**ATTACHMENTS:**

1. Project Locations Map
2. Bid Tabulation Summary
3. Resolution No. 3148
  - A. 2024 Street Maintenance Construction Contract

Attachment 1  
2024 Street Maintenance Project  
CIP# 4014

Item 11.



to Salem

Attachment 2 - Bid Tabulation Summary



**BID SUMMARY**

**Project Name:** 2024 Street Maintenance

**CIP #:** 4014, 418, 4725

**Bid Opening Date & Time:** May 21, 2024 @ 2:00 pm

**Engineer's Estimate:** \$2,700,000.00

Order Opened	Bidder Name	Envelope Marked	ODOT Prequal	Proposal Complete	Addendums 1 thru 4	Proposal Signed	Bid Security		Oregon CCB	First Tier Disclosure	Bid Amount	Bid Rank
							Amount	Type				
1	Brix Paving Northwest	YES	YES	YES	YES	YES	10%	BOND	193102	YES	\$ 1,931,078.50	2
2	Knife River Corporation	YES	YES	YES	YES	YES	10%	BOND	2101	YES	\$ 1,760,101.50	1
3	Kodiak Pacific Construction	YES	YES	YES	YES	YES	10%	BOND	53583	YES	\$ 2,762,935.00	4
4	S2 Contractors	YES	NO	YES	YES	YES	10%	BOND	67253	YES	\$ 2,462,953.40	3

**RESOLUTION NO. 3148**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH KNIFE RIVER CORPORATION – NORTHWEST FOR CONSTRUCTION OF THE 2024 STREET MAINTENANCE PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 4014, 4118, 4725).**

WHEREAS, the City has planned, designed, and budgeted the construction for Capital Improvement Project No. 4014, 4118, 4725, known as the 2024 Street Maintenance project (the Project); and,

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

WHEREAS, four bids were received and opened on May 21, 2024 and Knife River Corporation – Northwest submitted a bid of \$1,760,101.50 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid; and,

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Knife River Corporation – Northwest has submitted the lowest responsive and responsible bid.

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 Construction Contract with Knife River Corporation – Northwest for a stated value of \$1,760,101.50, 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 3<sup>rd</sup> day of June 2024, and filed with the Wilsonville City Recorder this date.



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JULIE FITZGERALD, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. 2024 Street Maintenance Construction Contract

# Exhibit A

Contract No. 24257 Item 11.  
CIP Nos. 4014, 4118, 4725

## CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the 2024 Street Maintenance Project (“Project”) is made and entered into on this \_\_\_\_ day of June 2024 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Knife River Corporation - Northwest**, an Oregon corporation (hereinafter referred to as “Contractor”).

### RECITALS

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

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

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

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

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

### AGREEMENT

#### Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Specifications and Contract Documents for the 2024 Street Maintenance Project, dated May 6, 2024, including Plans and Details bound separately; Contractor’s Bid submitted in response thereto; 2017 City of Wilsonville Public Works Standards; Project Specific Special Provisions; Oregon Department of Transportation 2018 Oregon Standard Specifications for Construction; Special Provisions to ODOT Standards; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

## Section 2. Scope of Work

Contractor will perform the paving, curb ramp replacement, and related services, as more particularly described herein and in the other Contract Documents for the Project (the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work and Contract Documents.

## Section 3. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than September 30, 2024, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. All Work must be at Substantial Completion by no later than August 30, 2024, and at Final Completion by September 30, 2024. See **Section 24** for the definitions of Substantial Completion and Final Completion.

## Section 4. Contractor’s Work

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

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

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

## Section 5. Contract Sum, Retainage, and Payment

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor the not-to-exceed amount of ONE MILLION SEVEN HUNDRED SIXTY THOUSAND ONE HUNDRED ONE DOLLARS AND FIFTY CENTS (\$1,760,101.50), based on the unit pricing described in the Contract Documents, for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor’s unit pricing is more particularly described in the Contract Documents.

5.2. During the course of Contractor’s performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Scope of Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 25**.

5.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a five percent (5%) withholding for retainage. Retainage shall be as outlined in the Contract Documents and as specified under ORS 279C.550 to 279C.570. If the City disputes an invoice, the undisputed portion of the invoice will be paid by the City within the above timeframe, less the retainage. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section 24**.

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

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

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

## **Section 6. Prevailing Wages**

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Oregon Bureau of Labor and Industries (BOLI), entitled “Prevailing Wage Rates for Public Works Contracts,” effective January 5, 2024, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour’s work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. If applicable, Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount

sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If applicable, Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

### **Section 7. Filing of Certified Statement**

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

### **Section 8. Reports to Department of Revenue**

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

### **Section 9. City's Rights and Responsibilities**

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

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

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

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

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

### **Section 10. City's Project Manager**

The City's Project Manager is Jason Rice. 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 Jay Campuzano. 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**

In addition to the Contractor's Responsibilities set forth in the Special Provisions included in the Contract Documents, Contractor also agrees to the following, some of which may also be set forth in the Special Provisions:

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 16. Subcontractor Requirements**

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

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

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

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

16.3. Contractor shall certify that all subcontractors, as described in ORS 701.005(2), will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors

Board in accordance with ORS 701.035 or 701.026, respectively, before the subcontractors commence Work under the Contract.

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

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

**Section 17. Environmental Laws**

17.1. Although the City is not aware of any of the following, before beginning construction, Contractor shall determine if there is any asbestos, lead paint, or other hazardous materials that will be removed or disturbed as a part of the Project. If disturbance or removal is required, Contractor will advise the City, in writing, and will provide the City with a detailed written supplemental Scope of Work concerning how such disturbance or removal will be accomplished and how materials, if any, will be disposed of, all in accordance with State and Federal environmental laws. Work required due to the finding of any such hazardous materials will require a written Change Order.

17.2. 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.

17.3. 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.

17.4. 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.

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

## **Section 18. Indemnity**

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

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

## **Section 19. Insurance**

19.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or Work hereunder. Any and all agents

or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

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

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

19.1.3. Pollution Liability Coverage. Contractor 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, as that term is defined under Oregon law, during the performance of this Contract. Contractor will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality ("DEQ") and Federal Environmental Protection Agency ("EPA") clean-up requirements. The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$2,000,000** general aggregate.

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

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



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

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

## **Section 21. Warranty**

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

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

21.3. Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of substantial completion, as defined in ORS 12.135(4)(b), for the City to file a claim for repairs of defective Work due to Contractor's improper use of materials and/or workmanship, and Contractor agrees it is bound thereby.

## Section 22. Early Termination; Default

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

22.1.1. By mutual written consent of the parties;

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

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

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

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

22.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 28**, for which Contractor has received payment or the City has made payment.

## Section 23. Suspension of Work

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

## Section 24. Substantial Completion, Final Completion, and Liquidated Damages

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

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

24.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of ONE THOUSAND FOUR HUNDRED THIRTEEN DOLLARS AND FORTY-ONE CENTS (\$1,413.41) for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

24.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of September 30, 2024, or any written extension thereof granted by the City, Contractor shall pay the City TWO THOUSAND EIGHT HUNDRED TWENTY-SIX DOLLARS AND EIGHTY-THREE CENTS (\$2,826.83) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

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

Contractor fails to reimburse the City directly, the City will deduct the cost from Contractor's final pay request.

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

### **Section 25. Contract Modification; Change Orders**

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

### **Section 26. Dispute Resolution**

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

### **Section 27. Access to Records**

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



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

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

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

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

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

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

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

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

30.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by

the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR:**

**CITY:**

KNIFE RIVER CORPORATION -  
NORTHWEST

CITY OF WILSONVILLE

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

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

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

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

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

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

EIN/Tax I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephanie Davidson, Assistant City Attorney  
City of Wilsonville, Oregon





**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> June 3, 2024		<b>Subject: Resolution No. 3152</b> A Resolution Of The City Of Wilsonville Authorizing South Metro Area Regional Transit (SMART) To Purchase One Battery Electric Shuttle Bus From Northwest Bus Sales, Inc.  <b>Staff Member:</b> Scott Simonton, Fleet Services Manager  <b>Department:</b> Fleet	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transit Master Plan	<input type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

Staff is seeking Council approval to contract with Northwest Bus Sales, Inc., to provide one battery electric, 16 passenger bus.

**EXECUTIVE SUMMARY:**

In 2019, SMART received a grant for the purpose of purchasing a battery electric cutaway bus. At the time of the grant award, several manufacturers were preparing such vehicles for market. The availability of electric buses of this size class has taken longer than expected. Realizing that there are now viable products available for purchase, a request for proposals (RFP) was prepared and released to vendors in the first quarter of 2024.

Two proposals were received. Upon review of the proposals, staff concludes that the proposal submitted by Northwest (NW) Bus Sales, Inc., in the amount of \$359,052, represents the best value to the City. The NW Bus Sales proposal was the lower cost proposal, and incorporates features believed to provide more favorable performance in our intended application.

Staff recommends Council award the purchase contract to NW Bus Sales, Inc., in the amount of \$359,052.

**EXPECTED RESULTS:**

Upon Notice to Proceed, NW Bus Sales, Inc. will place the vehicle order with their supplier, and the vehicle will be built to the specifications outlined in the RFP.

**TIMELINE:**

Vehicle delivery is currently estimated to occur in the first half of 2025.

**CURRENT YEAR BUDGET IMPACTS:**

Federal Grant# OR-2019-015 will cover \$150,091 of the purchase price and Statewide Transportation Improvement Funds (STIF) will provide the balance of \$208,091.

**COMMUNITY INVOLVEMENT PROCESS:**

The current Transit Master Plan includes references to the replacement of aging diesel and gasoline powered buses with new alternatively fueled buses. Extensive public outreach was a part of the master planning process.

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

Electric transit buses provide quieter operation and emit zero tailpipe emissions.

**ALTERNATIVES:**

The Council could choose not to award the contract, although grant funding would be lost.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3152
  - A. Contract #242180
  - B. NW Bus Sales proposal

**RESOLUTION NO. 3152****A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING SOUTH METRO AREA REGIONAL TRANSIT (SMART) TO PURCHASE ONE BATTERY ELECTRIC SHUTTLE BUS FROM NORTHWEST BUS SALES, INC.**

WHEREAS, a goal of SMART (South Metro Area Regional Transit) is to transition its bus fleet to low emission alternatively fueled vehicles; and

WHEREAS, SMART has an immediate need to replace aging buses; and

WHEREAS, City staff has completed a competitive RFP process for electric shuttle buses that met State, Federal, and City procurement requirements in order to guarantee fair and open competition; and

WHEREAS, proposals were received from two interested vendors; and

WHEREAS, the proposal review committee selected Northwest Bus Sales proposal (Exhibit B attached hereto) as the best value to the City; and

WHEREAS, the City Council has duly appointed itself as the Local Contract Review Board, and acting as the Local Contract Review Board, is authorized to award the purchase contract as recommended by staff.

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

Section 1. Based on the above recitals, which are incorporated herein, the City Council, acting as the Local Contract Review Board, does hereby approve and authorize SMART to award a purchase contract for one battery electric shuttle bus to Northwest Bus Sales, and authorizes the City Manager to execute a contract for the purchase of the battery electric bus shuttle that is substantially similar to Exhibit A attached hereto.

Section 2. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 3<sup>rd</sup> day of June, 2024, and filed with the Wilsonville City Recorder this date.

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JULIE FITZGERALD, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBITS:

- A. Contract #242180
- B. NW Bus Sales proposal

## CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the Battery Electric Shuttle Bus Purchase is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Northwest Bus Sales, Inc.**, a Washington corporation (hereinafter referred to as “Supplier”).

### RECITALS

WHEREAS, the City wishes to purchase equipment that Supplier is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Supplier represents that Supplier is qualified to supply the equipment described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Supplier is prepared to provide such services as the City does hereinafter require;

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

### AGREEMENT

#### Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing recitals and all of the following additional documents: Battery Electric Shuttle Bus Purchase Request for Proposals - Goods and Services, dated January 9, 2024, and Supplier’s Proposal in response thereto (together with the Contract collectively referred to herein as “Contract Documents”). Supplier must be familiar with all of the foregoing and comply with them. All Contract Documents should be read in concert and Supplier 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. Goods Purchased, Equipment Price, and Delivery Date

Supplier will supply the equipment described in the Contract Documents, and as more particularly described in the Scope of Equipment attached hereto as **Exhibit A** and incorporated by reference herein (“Equipment”). The price of the Equipment is THREE HUNDRED FIFTY-NINE THOUSAND FIFTY-TWO DOLLARS (\$359,052) and includes delivery to 28879 SW Boberg Road, Wilsonville, Oregon. Sale shall occur upon inspection of the Equipment by the City and acceptance of delivery at the City location shown above. The City will pay Supplier in full within

30 days of acceptance of delivery of the Equipment. Supplier will schedule a date and time for delivery. Delivery must occur on or before June 30, 2025.

### **Section 3. Subcontractors and Assignments**

Supplier shall neither subcontract with others for any of the services prescribed herein nor assign any of Supplier's rights acquired hereunder.

### **Section 4. Insurance**

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

4.2. **Workers Compensation Insurance.** Supplier 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. Suppliers 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.

4.3. **Certificates of Insurance.** As evidence of the insurance coverage required by this Contract, Supplier 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. Supplier 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 Supplier 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.

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

### **Section 5. Warranties.**

Equipment warranties are attached hereto as **Exhibit B**. Supplier hereby represents that Supplier will promptly and thoroughly perform all warranty services at its location in Washington or at another location mutually agreed upon, in writing, by the parties.

**Section 6. 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 Supplier.

**Section 7. 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 SMART  
Attn: Scott Simonton, Fleet Manager  
29799 SW Town Center Loop East  
Wilsonville, OR 97070-9454

To Supplier: Northwest Bus Sales, Inc.  
Attn: Rob Goolsby  
33207 Pacific Hwy South  
Federal Way, WA 98003

**Section 8. Required Federal Provisions**

This Contract is funded, in whole or in part, with federal funds. Supplier must therefore comply with all of the following, in addition to the provisions listed above:

8.1. **Energy Conservation.** Supplier agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8.2. **Bus Testing.** Supplier agrees to comply with the Bus Testing requirements under 49 USC § 5318(e) and the FTA’s implementing regulation at 49 CFR Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Supplier shall obtain a copy of the bus testing report(s) from the operator of the testing facility and is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the City prior to final acceptance of the first vehicle by the City. The complete bus testing reporting requirements are provided in 49 CFR § 665.11.

8.3. **Recovered Materials.** Supplier agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended (42 USC § 6962), and U.S. Environmental Protection Agency, “Comprehensive Procurement Guideline for Products Containing Recovered Materials” (40 CFR Part 247).

8.4. **Buy America.** Supplier agrees to comply with 49 USC § 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 USC § 5323(j)(2)(C) and 49 CFR § 661.11. All steel must originate in the USA and not leave the USA at any point. Supplier shall have submitted the appropriate Buy America certification to the City before commencement of any services. Supplier must have submitted to the City the appropriate Buy America certification with its Proposal, as proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. See **Exhibit C**.

8.5. **Clean Air and Clean Water.** Supplier agrees to comply with the inspection and other requirements of the Clean Air Act, as amended (42 USC § 7401 *et seq.*), and the Federal Water Pollution Control Act, as amended (33 USC § 1251 *et seq.*). Supplier agrees it will not use any violating facilities, it will report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (EPA) “List of Violating Facilities,” and it will report any violation of use of prohibited facilities to the City. Supplier understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the Federal Transit Administration and the appropriate EPA Regional Office.

8.6. **Pre-Award and Post-Delivery Audit Requirements.** Supplier agrees to comply with 49 USC § 5323(m) and the FTA’s implementing regulation at 49 CFR Part 663. Supplier shall comply with the Buy America certification submitted with its Proposal. Supplier agrees to participate and cooperate in any pre-award or post-delivery audits performed pursuant to 49 CFR Part 663 and related FTA guidance.

8.7. **Access to Records.** The following federal access to records requirements apply to this Contract:

8.7.1. Supplier agrees to retain complete and readily accessible records related in whole or in part to this Contract, including but not limited to documents, reports, data, statistics, subcontracts, sub-agreements, leases, arrangements, other third party agreements of any type, and supporting materials related to those records.

8.7.2. Supplier agrees to comply with the record retention requirements in accordance 2 CFR § 200.333. Supplier will maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records will be until the City, SMART, the Federal Transit Administration (FTA) Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

8.7.3. Supplier agrees to provide the City, SMART, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Supplier which are related



to performance of this Contract for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Supplier also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

8.8. **Lobbying Restrictions.** Supplier certifies, to the best of its knowledge and belief, that:

8.8.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Supplier, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

8.8.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Supplier will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8.9. **Contract Work Hours and Safety Standards.** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Supplier will comply with the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor regulations at 29 CFR Part 5. Under 40 USC § 3702 of the Act, Supplier will compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

8.9.1. Liquidated Damages. In the event of any violation of the requirements of this Section, Supplier will be liable for the unpaid wages. In addition, Supplier will be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the requirements of this Section in the sum of ten dollars (\$10) for each

calendar day on which such individual was required to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by this Section.

8.9.2. Withholding. The FTA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in this Section.

8.10. **Civil Rights Requirements.** The following civil rights and equal employment opportunity requirements apply to this Contract, and Supplier shall at all times comply with these requirements:

8.10.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), and federal transit laws at 49 USC § 5332, Supplier agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, or national origin. In addition, Supplier agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

8.10.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), and federal transit laws at 49 USC § 5332, Supplier agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR Chapter 60), and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965; 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Supplier agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

8.10.3. Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act" (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); U.S. Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance" (45 CFR Part 90); and

federal transit law at 49 USC § 5332, Supplier agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

8.10.4. **Disabilities.** In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 *et seq.*); the Architectural Barriers Act of 1968, as amended (42 USC § 4151 *et seq.*); and federal transit law at 49 USC § 5332, Supplier agrees that it will not discriminate against individuals on the basis of disability. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

8.11. **Disadvantaged Business Enterprises.** If the City must adopt a Disadvantaged Business Enterprise (DBE) program, the parties will execute a written amendment so that this Contract becomes subject to the City's DBE program. Supplier shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Supplier shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Supplier to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

#### 8.12. **Program Fraud and False or Fraudulent Statements and Related Acts.**

8.12.1. Supplier acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 *et seq.*), and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies" (49 CFR Part 31), apply to its actions pertaining to this equipment purchase. Upon execution of this Contract, Supplier certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted equipment purchase. In addition to other penalties that may be applicable, Supplier further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Supplier to the extent the Federal Government deems appropriate.

8.12.2. Supplier also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 USC Chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on Supplier, to the extent the Federal Government deems appropriate.

8.13. **Suspension and Debarment.** Supplier will comply with and facilitate compliance with U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment" (2 CFR Part 1200), which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)" (2 CFR Part 180). Supplier is required to verify that its principals, affiliates, and any subcontracts are eligible to participate in this federally funded Contract and are not presently

declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

Supplier is required to comply with Subpart C of 2 CFR Part 180, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with Subpart C of 2 CFR Part 180 in any lower tier covered transaction it enters into. By signing and submitting its Proposal, Supplier has certified as follows:

***The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Supplier knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Supplier agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.***

#### 8.14. Trafficking in Persons.

8.14.1. Supplier agrees that it and its employees covered under this Contract may not:

8.14.1.1. Withholding monthly progress payments;

8.14.1.2. Engage in forms of trafficking in persons during the period of time that this Contract is in effect;

8.14.1.3. Procure a commercial sex act during the period of time that this Contract is in effect; or

8.14.1.4. Use forced labor in the performance of the Contract or any subcontracts thereunder.

8.14.2. Supplier agrees to comply, and assures the compliance of each subrecipient, with federal requirements and guidance, including:

8.14.2.1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g); and

8.14.2.2. The terms of this Section, which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction.

8.14.3. Supplier agrees to, and assures that each subrecipient will:

8.14.3.1. Inform the FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and

8.14.3.2. Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, Suppliers, and subcontractors at every tier, including this requirement to flow down the clause.

**8.15. Safe Operation of Motor Vehicles.** Supplier is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. Supplier agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle Supplier owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the services performed under this Contract.

**8.16. Federal Changes.** Supplier shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Supplier's failure to so comply shall constitute a material breach of this Contract.

**8.17. Violation and Breach of Contract; Termination.** The clauses concerning violation and breach of this Contract and termination of this Contract can be found in **Section 9**, below.

**8.18. No Obligation by the Federal Government.** The City and Supplier acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Supplier, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.

**8.19. Federal Transit Administration (FTA) Terms Controlling.** Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Supplier shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

## **Section 9. Early Termination; Default**

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

9.1.1. By mutual written consent of the parties;

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

9.1.3. By Supplier, 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 Supplier, 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.

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

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

9.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Supplier or the City that accrued prior to such termination.

## **Section 10. Liquidated Damages**

10.1. The City and Supplier recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the bus is not delivered on time in accordance with this Contract. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the bus is not delivered on time. Accordingly, instead of requiring any such proof, the City and Supplier agree that as Liquidated Damages for delay (but not as a penalty), Supplier shall pay the City the amount of One Hundred Dollars (\$100) per day for each and every day that expires after the agreed upon delivery date ("Liquidated Damages").

10.2. The parties further agree that this amount of Liquidated Damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the Liquidated Damages above, Supplier shall reimburse the City for all costs incurred by the City for inspection and project management services required beyond the time specified for final delivery of the bus. If Supplier fails to reimburse the City directly, the City will deduct the cost from Supplier's final pay request.

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

## **Section 11. Miscellaneous Provisions**

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

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

11.3. Equal Opportunity. No person shall be discriminated against by Supplier 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.

11.4. No Assignment. Supplier may not delegate the performance of any obligation to a third party.

11.5. Adherence to Law. Supplier shall adhere to all applicable federal and state laws, 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 Supplier is required by law to obtain or maintain in order to perform the services described in this Contract shall be obtained and maintained throughout the term of the Contract.

11.6. 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.

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

11.8. 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.

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

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

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

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

11.13. 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.

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

11.15. 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.

11.16. Interpretation. As a further condition of this Contract, the City and Supplier 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.

11.17. 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.

11.18. 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.

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

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

**SUPPLIER:**

**CITY:**

NORTHWEST BUS SALES, INC.

CITY OF WILSONVILLE

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

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

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

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

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

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

EIN/Tax I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

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

## Exhibit A

### Scope of Equipment

Supplier to provide one shuttle bus which:

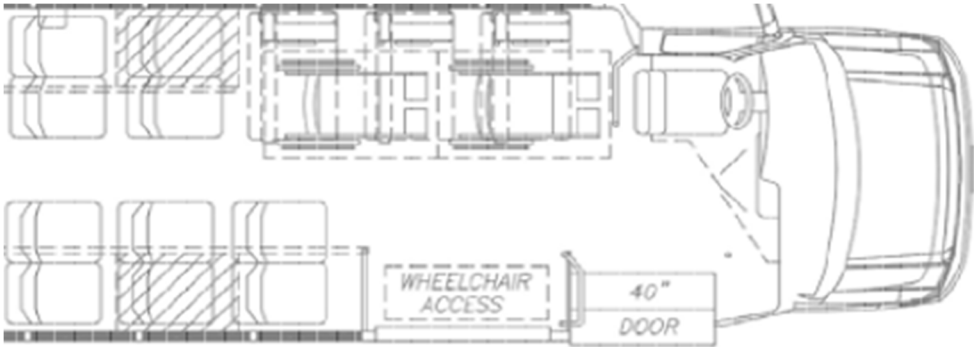
Has passed a seven (7) year/200,000 mile Altoona/STURRA test, meaning the bus cannot have any Class 1 failures, or more than two (2) Class 2 failures, reported in the most recent executive summary, and;

Meets or exceeds the following required specifications:

Vehicle to be approximately 24 feet in length w/ 186" wheelbase 450 cutaway chassis (or approved equal).
Desired seating capacity 16 (or 10+2). See desired floorplan, page 2.
Total of three (3) double passenger foldaway seats, creating two wheelchair securement positions.
Floor mounted securement track to run full length of the foldaway seat area.
Power adjustable driver's seat. Seat to be upholstered in vinyl, color to be Transit gray.
Passenger seating to be Freedman Citi-seat (or approved equal) with level 1 vinyl upholstery, Oxen gray.
Passenger seats shall be equipped with Doheny (or approved equal) armrests on the aisle side (excluding foldaway seats).
Passenger seats to be equipped with grab handles on aisle side.
Delete passenger seatbelts.
Plexiglas driver modesty panel.
Minimum 36" electric passenger entrance door, 40" door preferred.
Braun NCL919 wheelchair lift (or approved equal). Lift to be mounted directly aft of passenger entrance door. Lift shall feature a dedicated entry door.
Emergency escape roof hatch.
Public address system with a minimum of one auxiliary port.
Public address system to include six (6) speakers, evenly spaced in the ceiling of the bus.
Interior lighting shall be LED.
Interior advertising rail package.
Passenger signal system w/ stop requested sign, operated by pull cords (no touch tape) with one time only chime (dual chime for ADA positions). Stop requested light on dashboard.
Wheelchair door ajar warning light on dashboard.
Motorola APX 4500 2 way radio. Radio must meet current Clackamas County C800 digital specifications.
Hanover Displays amber LED front and side destination signs w/ software package (or approved equal).

REI HD5-600 six camera surveillance system with 750 GB storage drive (or approved equal), system to be Wi-Fi/GPS enabled.
Minimum 58,000 BTU A/C system. Skirt mounted condenser unit must be mounted fore of rear axle. Units mounted aft of rear axle will not be deemed acceptable. Roof mounted units may be considered, vendor to provide height dimension on any roof mounted A/C equipment.
Minimum 40,000 BTU passenger cabin heater, under seat or floor mount acceptable.
Gerflor anti-skid flooring, color Griffon gray, flooring material coved to seat rail.
Rubber step nosing, color to be safety yellow.
Standeeline.
Vehicle to be equipped with QVM/OEM approved battery electric EV system.
EV system shall be capable of level 2 and DC fast charge.
Vendor to provide on-site technical support at time of vehicle delivery, to ensure compatibility of vehicle to existing chargers.
Vehicle range must exceed 100 miles (nominal).
ITS system: GMV Syncromatics, to include MDT w/ RAM mount, APC, and automated stop announcements. Bidders to work directly with GMV to ensure proper equipment.
Driver side running board.
Heated/remote exterior mirrors.
Electronic LED Yield sign wired to left turn signal.
Exterior LED lighting package.
Flush mounted or shielded LED side turn signals, midship mounted.
Docking lights for lift entrance.
Front standoff mount, capable of accepting owner supplied Sportworks Apex 3 bicycle rack.
Romeo Rim rear bumper, or approved equal.
Exterior paint color shall be fleet white.
5 lb. ABC fire extinguisher.
First aid kit.
Biohazard cleanup kit.
Total of three (3) ignition keys per bus.

**Sample floorplan**





## ENDERA COMMERCIAL BUS LIMITED WARRANTY

This limited product warranty for Endera commercial buses (hereinafter referred to as “**Limited Warranty**”) is issued by Endera Motors, LCC, which is headquartered at 804 N. Pratt St, Ottawa, OH 45875, for itself and its legal successors or assigns (hereinafter collectively referred to as “**Endera**”), and applies exclusively to Endera commercial buses (as defined in Section 1) sold and used in the United States.

### **1. Endera Commercial Buses and Components**

Endera commercial buses (“**Vehicles**”) are defined in this Limited Warranty as the following product types:

ENDERA 23’, 24’ 25’ 26’ and 28’ bodies built on Ford E-series cutaway chassis and Chevrolet cutaway chassis.

“**Components**” are defined in this Limited Warranty as any product, part, or component, including but not limited to the chassis and air conditioning system, that are part of the Vehicle and manufactured or supplied by a party other than Endera.

### **2. Limited Warranty Period and Beneficiary**

#### **2.1 Limited Warranty Period**

The terms of this Limited Warranty take effect on the date that the Customer, as defined herein below, takes delivery of the Vehicle (hereinafter referred to as the “**Warranty Start Date**”) and shall remain in effect for the duration of the following periods, as applicable (each such period, a “**Limited Warranty Period**”).

1. For the earlier of five (5) years from the Warranty Start Date and 100,000 miles, Endera warrants that the body structure of the Vehicle (including structural metal components welded or mechanically fastened together forming the floor, side walls, roof, front or end caps) will be free from defects in structural integrity (“**Main Body Structure Warranty Period**”).
2. For the earlier of five (5) years from the Warranty Start Date and 100,000 miles, Endera warrants that the body structure will be free of rust-through resulting from corrosion (“**Corrosion Warranty Period**”).
3. For all Components, the original manufacturer’s warranty and warranty process applies.

#### **2.2 Beneficiary**

The sole and exclusive beneficiary of this Limited Warranty is the initial end customer who purchases the Vehicle directly or indirectly from Endera or from any one of its authorized manufacturers, dealers or distributors or from any other legitimate source, and is the initial owner of such Vehicle, and any of such Customer's permitted successors or assigns under Section 7 (hereinafter referred to as “**Customer**”).

### **3. Exclusions**

This Limited Warranty shall not apply to the following:

1. The Vehicle has been subject to misuse (such as driving over curbs, overloading, racing or used as a permanent stationary power source, or driving through water deep enough to cause water to enter the cabin), abuse, neglect, accidents, collisions or objects striking the Vehicle;
2. Damage to body structure caused by chemicals, corrosive environments, or abrasion;
3. Damage caused by force majeure such as natural disasters, including but not limited to lightning, hail, frost, snow, storms, tidal waves, floods, fire or explosion, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motions, earth fissures, landslides, animal damage, hurricanes, or other unusually severe weather events;



4. Damage caused by installation of additional or replacement products, parts, components or attachments, or repairs, modifications or alterations;
5. Surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements, such as dents and scratches, or due to exposure to harsh chemical washes or degreasers or chemicals, hard road salts or calcium chloride, damage or corrosion caused by environmental causes such as flooding, airborne fallout, acts of nature or other atmospheric conditions;
6. Parts and labor needed to maintain the Vehicle and the replacement of parts due to normal wear and tear, such as filters, belts, tires, brakes or other parts which are part of normal maintenance replacement; and normal maintenance of parts such as wiper blades, brake pads/liners, wheel alignment, filters and fluids;
7. Direct or indirect damage caused by theft, vandalism or acts beyond the control of Endera, including but not limited to accidents, riots, war, insurrection and civil disturbance;
8. Damage caused by the accident or negligence of Customer or any person other than Endera;
9. Damage caused by Customer's failure to provide normal preventative maintenance as customarily accepted in the industry, or damage caused by the Customer's failure to service the Vehicle or otherwise maintain and operate the Vehicle in accordance with the Endera product technical specifications or operating and maintenance manual;
10. Damage during shipment after delivery to Customer;
11. Vehicles that have had the odometer disconnected, altered, or inoperative with the result that actual mileage cannot be determined, vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged, or vehicles that have been determined to be a total loss by an insurance company;
12. Any aftermarket products, parts or components installed after delivery to Customer, or any damage caused due to the failure of such products, parts or components.

#### **4. Warranty Claims**

##### **4.1 Time Limit for Warranty Claims**

All claims under the Limited Warranty must be submitted in writing to Endera within the earlier thirty (30) calendar days after it became aware of non-conformity with the Limited Warranty, and (ii) the respective expiry date of the Limited Warranty Period. Endera shall have the right to reject warranty claims submitted outside of such period.

##### **4.2 Burden of Proof for Warranty Claims**

A warranty claim will only be accepted if Customer provides reasonably sufficient documentary evidence to demonstrate that the root cause of the fault or non-conformity in the Vehicle is a breach of the Limited Warranty.

##### **4.3 Warranty Claim Procedures**

Customer shall, as soon as it becomes aware of an instance of non-conformity with the Limited Warranty, immediately (but in any event no later than the earlier of thirty (30) calendar days after it became aware of non-conformity with the Limited Warranty. Customer must provide the following information ("Required Information") when making a claim under this Limited Warranty:

- Make, model and year of vehicle
- VIN number or Endera unit number of vehicle
- Current mileage
- Date of failure
- Acceptance date of vehicle

Upon receiving the Required Information, Endera will review the claim and issue an authorization number if it believes the claim is potentially covered under this Limited Warranty. No repairs or repair reimbursements will be funded without a valid Endera



authorization number. Warranty claims should be commenced through the Vehicle dealer, or by email to warranty@enderacorp.com for direct purchases.

## **5. Remedy for Warranty Claim**

### **5.1 Remedy under the Limited Warranty**

Should Endera confirm that the Vehicle is not in conformity with the Limited Warranty, it shall, at its sole discretion, within a reasonable time period, notify the Customer that Endera will either: a) repair the Vehicle at no charge, or; b) reimburse Customer the reasonably and properly incurred costs of having a third party conduct the repairs. Endera may take possession of the Vehicle or Vehicle Component, conduct such repair at the location where it is held by Customer or request Customer to deliver the Vehicle or Vehicle Component to Endera or to a third party workshop approved by Endera. If Customer delivers the Vehicle or Vehicle Component to Endera or a workshop approved by Endera, the cost of such delivery and return delivery shall be at Customer's expense. All warranty work performed by a third party is subject to Endera's prior approval, and examination upon completion.

### **5.2 Exclusive Remedy**

**The remedy under the Limited Warranty as set forth above is the sole and exclusive responsibility and obligation of Endera to Customer under this Limited Warranty, and is also the sole and exclusive remedy of Customer for the Vehicle under this Limited Warranty.**

**Performance of Endera's warranty obligation under this Limited Warranty shall not extend the Limited Warranty Period. The remainder of the original warranty period shall still apply to the repaired or replaced Vehicle. If the production of a component necessary to repair the Vehicle has been discontinued, withdrawn from the market, or is otherwise unavailable, Endera shall have the right to replace with a similar or superior type, the performance of which should not be lower than the original type.**

## **6. Limitation of Liability**

**6.1 Notwithstanding anything to the contrary herein, the warranties set forth in this Limited Warranty are in lieu of all other warranties, whether express, implied, or statutory, including but not limited to any implied warranties of merchantability, fitness for a particular purpose or non-infringement. However, if Customer is identified as a "consumer" and the Vehicle as a "consumer product" in accordance with the laws governing the protection of consumer rights in the country where the vehicle was originally delivered by Endera to the original Customer, to the extent required by applicable law, any implied warranties of merchantability, fitness for a particular purpose or non-infringement are limited to the Limited Warranty Period set forth above, or such shorter period set forth in applicable law. This Limited Warranty gives Customer specific legal rights, and Customer may also have other rights that vary by state, province or jurisdiction, and such other rights shall remain unaffected.**

**6.2 Unless otherwise provided by applicable mandatory law, Endera shall not be liable for any of the following losses: a) personal injury or property damage; b) any other loss or injury whatsoever arising out of or in connection with the Vehicle (including but not limited to any defects in the Vehicle or arising from the use or installation thereof); and c) any incidental, consequential or special damages resulting from any cause. Endera's liability for fraudulent or willful intent, gross negligence or personal injury, in each case, under applicable mandatory liability law shall remain unaffected. Notwithstanding any other provision of this Limited Warranty and including if Endera is liable to compensate Customer hereunder, the total compensation paid or payable by Endera, and the total liability of Endera hereunder, shall not exceed the amount actually received by Endera as indicated in the original sales agreement for the Claim Vehicle. The limitations of liability under this Limited Warranty will not apply to the extent restricted or prohibited by applicable mandatory law.**

**6.3 Customer acknowledges that the foregoing limitations on liability are an essential element of the relevant sale contract.**



**between the parties and that in the absence of such limitations the purchase price of the relevant Vehicle would be substantially higher.**

6.4 Endera has used bolding and underlining to draw Customer's attention to clauses which exclude or limit its liability under this Limited Warranty, and has explained the relevant clauses as required by Customer. There is no disagreement between the parties over the understanding of any clause of this Limited Warranty.

### **7. Assignment of Warranty**

Upon written notice to Endera, Customer may assign this Limited Warranty to an affiliate of Customer or a new owner of the Vehicle, provided that: (i) there is no outstanding payment due under the sale contract and (ii) the assignee agrees to be bound by these Limited Warranty terms. If requested by Endera, Customer shall provide reasonable evidence of such succession or transfer of ownership. This Limited Warranty may not otherwise be assigned or transferred, and any attempt to assign or transfer in violation of this Section 7 shall be null and void.

### **8. Miscellaneous**

#### **8.1 Severability**

If any portion or provision of this Limited Warranty is held to be invalid, illegal or unenforceable under applicable law, or the application of such portion or provision to certain persons or in certain circumstances is held to be invalid, illegal or unenforceable, then the portion or provision shall be deemed to be changed and interpreted to accomplish the objectives of such portion or provision to the greatest extent possible under applicable law and the remaining portions or provisions of this Limited Warranty or the applicability of this Limited Warranty will remain unaffected, independent, and valid.

#### **8.2 Force Majeure**

Endera shall not be responsible or liable in any way to Customer for any non-performance or delay in Endera's performance of its obligations under this Limited Warranty due to occurrences of any force majeure event, which is an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of Endera. Such events or circumstances may include, but are not limited to: actions or inactions of any governmental authority or any civil, tribal, or military authority, acts of God, war, riot or insurrection, terrorism, blockades, embargoes, sabotage (including arson and vandalism), epidemics, pandemics, natural disasters, including but not limited to lightning, hail, frost, snow, storms, tidal waves, floods, fire or explosion, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motions, earth fissures, landslides, animal damage, hurricanes, or other unusually severe weather events, strikes, lockouts or other labor disputes, unavailability of suitable or sufficient labor, material, or capacity or technical or yield failures and any other unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood by Endera at the time of the sale of the Vehicle or the notification by Customer of the relevant warranty claim. Notwithstanding that the COVID-19 pandemic initiated prior to delivery of the Vehicle, its effect on global supply chains, manufacturing and the economy are ongoing. In light of this, the COVID-19 pandemic and its effects may cause delays and constitute a force majeure event.

#### **8.3 Governing Law and Dispute Resolution**

Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the terms of sale between the original purchaser and Endera.

# BUY AMERICA CERTIFICATION

## Certification Requirement for the Procurement of Steel, Iron, or Manufactured Products

SMART Bus Purchase

**CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS:**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 USC 5323(j), and the applicable regulations in 49 CFR Part 661.

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS:**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j), but it may qualify for an exception to the requirement pursuant to 49 USC 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





Northwest Bus Sales, Inc  
33207 Pacific Highway South  
Federal Way, WA 98003  
Phone (253) 841-9997  
Fax (253) 845-9384  
[www.nwbus.com](http://www.nwbus.com)

February 13, 2024

To: Scott Simonton  
City of Wilsonville

From: Rob Goolsby– Northwest Bus Sales

Re: New Bus Quote

Hi Scott,

Thank you for the opportunity to participate in your RFP for a Battery Electric Shuttle Bus. Northwest Bus Sales aims to be the most competitively priced provider of quality buses, but where we really shine is in our support- both during *and after* the sale. Attached you will find our quote for your custom-built bus. We appreciate your business and look forward to working with you on this purchase. If you have any questions regarding this quote, please do not hesitate to call me on my cell at 206-445-8591.

Best Regards,

A handwritten signature in black ink, appearing to read 'Rob Goolsby', is written over a horizontal line.

Rob Goolsby  
Northwest Bus Sales  
[rob@nwbus.com](mailto:rob@nwbus.com)  
[www.nwbus.com](http://www.nwbus.com)



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 33207 Pacific Highway South  
 Federal Way, WA 98003  
 Phone (253) 841-9997  
 Fax (253) 845-9384  
 www.nwbus.com

February 13, 2024

To: Scott Simonton  
 City of Wilsonville  
 From: Rob Goolsby– Northwest Bus Sales  
 Re: Project Approach

**1. Describe overall approach to project management.**

Northwest Bus Sales employs a team of employees- all with over 5 years of experience at Northwest Bus Sales- to facilitate and monitor the progress of projects.

**2. Describe Proposer's approach to complete the tasks and activities of this RFP in a timely manner and control costs.**

Northwest Bus Sales has developed systems and processes which have been used to order thousands of buses over the past decade +. The salesperson acts as the overseer of the project while individual tasks are managed by designated employees.

**3. Describe Proposer's approach to unanticipated issues that may arise during the Project.**

Unfortunately, the industry has seen a multitude of unanticipated issues over the past few years. It has been Northwest Bus Sales' approach to address these issues as they arise and determine the best course of action to minimize impact to our customers.

**4. Describe Proposer's quality assurance and quality control procedures to be implemented on this Project.**

Starting with the order of the bus, we will schedule a conference call to go over the specification of the bus as it is to be built. Endera has their quality control system in place to ensure accuracy of the actual build. Once completed, Northwest Bus Sales will inspect the bus to ensure compliance with specifications and to perform our own quality control review.

**5. Identify and describe the deliverables that will result from each task and activity.**

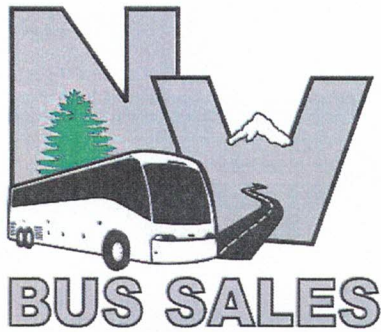
Northwest Bus Sales will perform scheduled periodic reviews of progress during the production phase and will notify City of Wilsonville of any delays or production milestones, or as otherwise requested.

**6. Identify key points of input and review with City staff.**

At the onset, we will review the build with the City to ensure the bus is built according to specification. If any questions arise during production, Northwest Bus staff will communicate with the City for input. Prior to final delivery, Northwest Bus Sales will coordinate with City staff to determine delivery details and requested training. Any other input is available upon request.

Best Regards,

Rob Goolsby



**Northwest Bus Sales, Inc**  
**33207 Pacific Highway South**  
**Federal Way, WA 98003**  
**Phone (253) 841-9997**  
**Fax (253) 845-9384**  
**www.nwbus.com**

February 13, 2024

To: Scott Simonton  
City of Wilsonville  
From: Rob Goolsby– Northwest Bus Sales  
Re: Vendor Experience

Hi Scott,

Founded in Washington in 1987, Northwest Bus Sales has been a family-owned and locally-operated dealership for 35+ years. Our eight-person sales team has a combined 80+ years of experience, with a highly diverse skill set. Several members of our sales department have prior experience in the repair and operation of commercial vehicles, giving them a unique and beneficial insight into the day-to-day operational requirements of the buses we sell and an ability to troubleshoot and train on many technical issues. Northwest Bus Sales' parts and service department has direct lines of communication with each of our manufacturers. All calls will be answered or returned within 1 hour during business hours.

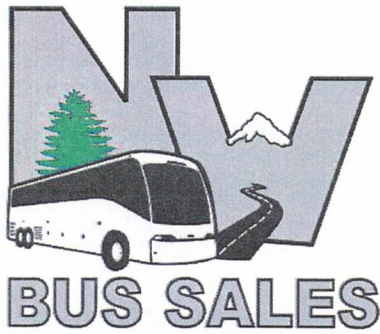
Endera Motors is the frontrunner in the Battery Electric shuttle bus industry. Following over a decade of experience building shuttle buses, Endera Motors pioneered the charge into Electric Vehicle production. In this developing industry, Endera is at the front of the pack being the only OEM solution for EV shuttle bus production and will be the first with a completed Altoona test.

The Battery Electric Shuttle Bus market is young and is a developing technology. Being at the forefront of technological advancement, unfortunately, does not leave a trail of previous customers. However, with Endera's dedication to research and development and financial backing, and awarded contracts such as the State of California's CALACT, Endera is committed to their and your success.

Best Regards,

A handwritten signature in black ink, appearing to read 'Rob Goolsby', is written over a horizontal line.

Rob Goolsby  
Northwest Bus Sales  
[rob@nwbus.com](mailto:rob@nwbus.com)  
[www.nwbus.com](http://www.nwbus.com)



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February 13, 2024

To: Scott Simonton  
City of Wilsonville  
From: Rob Goolsby– Northwest Bus Sales  
Re: Altoona Testing

Hi Scott,

Thank you for the opportunity to participate in your RFP for a Battery Electric Shuttle Bus. We understand that, as part of this solicitation, Altoona Bus Testing is a requirement. At the time of submission, the Endera shuttle bus proposed has not been through Altoona testing. With various revisions to the structure of the body and chassis, Endera has submitted for a new full test on their product. The full testing will be performed on a gasoline powered unit, and, upon completion of this testing, the Battery Electric powertrain will be submitted for partial testing. The partial testing performed will include all of the performance metrics of a full test as it pertains to the powerplant and propulsion system, and is an industry standard method for changes in powertrain.

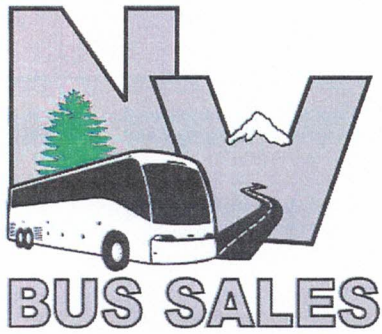
As outlined in Section 8.2 of the sample contract, "...Supplier shall obtain a copy of the bus testing report(s) from the operator of the testing facility and is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the City prior to final acceptance of the first vehicle by the City." Please be advised that it is our intention to provide this completed Altoona test report and accompanying partial test report prior to delivery of the vehicle.

Best Regards,

A handwritten signature in black ink, appearing to read 'Rob Goolsby', written over a horizontal line.

Rob Goolsby  
Northwest Bus Sales  
[rob@nwbus.com](mailto:rob@nwbus.com)  
[www.nwbus.com](http://www.nwbus.com)





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[www.nwbus.com](http://www.nwbus.com)

February 13, 2024

To: Scott Simonton  
City of Wilsonville  
From: Rob Goolsby– Northwest Bus Sales  
Re: Proposed Price

Hi Scott,

Thank you for the opportunity to participate in your RFP for a Battery Electric Shuttle Bus. Northwest Bus Sale presents, for your consideration, the following:

Qty (1): Endera Battery Electric Shuttle Bus, per specifications outlined in the RFP dated Jan. 9, 2024

**Total vehicle cost, FOB: Willsonville, OR: \$359,052**  
**Anticipated delivery date: Late Q1/Early Q2 2025**

Should you have any questions regarding our proposal, please do not hesitate to reach out to us.

Best Regards,

A handwritten signature in black ink, appearing to read 'Rob Goolsby', is written over a large, stylized circular scribble.

Rob Goolsby  
Northwest Bus Sales  
[rob@nwbus.com](mailto:rob@nwbus.com)  
[www.nwbus.com](http://www.nwbus.com)



# ENDERA ORDER FORM

View All Lines  
View Selected Lines Only

+1 419.523.3593  
804 N. Pratt St.  
Ottawa, OH 45875

Date: 2/13/2024  
Form revision date 01/12/22

Sales: 805-689-4430  
[jblack@enderacorp.com](mailto:jblack@enderacorp.com)  
Warranty / Parts: 419-523-3593

## CUSTOMER INFORMATION

Customer: Northwest Bus Sales, Inc.  
Address: 33207 Pacific Hwy S  
City, St. Zip: Federal Way, WA 98003  
Contact: Tyler Todhunter  
Phone: 253-841-9997  
Fax: 253-845-9384  
P.O. #:

## SHIPPING / PAYMENT INFORMATION

Customer Pick Up:  Ship Best Way to Location Below:

Ship To:  
Address:  
City, St. Zip:  
Contact:  
Phone:  
Payment:

ARE FTA FUNDS USED?  
YES or NO  YES  FTA INFO REQUIRED

Additional Shipping Instructions

Is this for a contract? YES or NO  YES   
If YES please complete the fields to the right  
Model Number:   
Description:   
Seating Capacity:   
Number of units in this order: **1**

## End User Information

Name: State of Oregon - Agency Name  
Address:  
City, St. Zip:

Applicable FIN / FAN Code: QS045

## CHASSIS

QTY	CHASSIS ADDED		
1	Ford E450, 158" WB, 7.3L V-8 Gas Engine, 14,500 GVWR, Door Delete		
1	Less: Applicable Government Bid Assistance		
1	Less: Mobility Allowance		
1	Spare Tire & Wheel		
1	Additional chassis key		

## BASE CONVERSION

QTY	Endera - FORD E450 - Raised Floor		
1	2021 - 24', E450, 176" WB, 14,500 GVWR		

## BODY / CONVERSION OPTIONS

Option #	QTY	Option Description		
<b>PARATRANSIT OPTIONS</b>				
	1	Front Lift - ADA with Double Wheel Chair Doors, Windows, Shift Interlock & Lights		
ORDOT Base	1	Priority seating and wheelchair decals		
<b>BRAUN WHEELCHAIR LIFTS</b>				
	1	Braun Century - NCL-2 Lift, 34"x51", 800# with Rear Pump & Safety Belt		
<b>Q-STRAINT W.C. SECUREMENT KITS</b>				
ORDOT Base	2	Q-8300-A1-L - QRT MAX - Retractable Shoulder / Lap Belt Combo - L Track		
<b>MISCELLANEOUS PARATRANSIT ACCESSORIES</b>				



ORDOT Base	1	Q-Straint Lap Belt Extension, 20" (Q5-6340-20-INT)		
ORDOT Base	1	Q-Straint Belt Cutter (Ship Loose)		
	1	Full length L-Tracking in wheelchair area		
<b>FLOORING</b>				
	1	Gerflor Tarabus Sirius Griffon, 2.5 mm Thick		
	1	Yellow Step Nosing		
ORDOT Base	1	Standee Line Behind Driver at Entrance Stanchion w/ Decal	Yellow	
ORDOT Base	1	Cove Flooring on Sidewall to Bottom of Seat Track		
<b>ELECTRICAL</b>				
	1	Door / Window Ajar Alarm Package (on all Egress Windows & Rear Door or Window)		
ORDOT Base	1	Pre-wire +/- Ignition at Doghouse		
ORDOT Base	1	Back Up Alarm		
ORDOT Base	1	Engine Compartment Light		
	1	Pull Cord Passenger Stop Indicator (Dual chime in WC stations)		
	1	Stop Request Sign in Driver's Area		
ORDOT Base	1	Install 6 camera system - NWB to supply		
<b>EXTERIOR LIGHTS</b>				
ORDOT Base	1	Illuminated Flashing Yield Light wired to Turn Signal on Rear of Bus, momentary switch		
ORDOT Base	1	Midship Turning Lights		
<b>AUDIO / VISUAL</b>				
ORDOT Base	1	Rosco Rearview Monitor with display in rearview mirror		
	1	PA - 40 Watt Panel Mount System w/ 1 Internal Speaker & Handheld Microphone		
ORDOT Base	1	Internal Speakers w/wire - 2 rear with OEM AM/FM Radio		
	1	2 additional internal speakers (Wire PA system to all 6 speakers)		
<b>DOORS / WINDOWS</b>				
ORDOT Base	1	Key Switch for Entrance Door		
	1	Hanover Front Destination Sign		
	1	Hanover Side Destination Sign		
ORDOT Base	5	Vented Windows with Flush Side Slider (Each)		
	1	40" Entry door (42" door, 39" clear opening)		
<b>CHASSIS / EXTERIOR</b>				
	1	Heavy Duty 12" Driver's Step		
ORDOT Base	1	MorRyde RS Rear Suspension		
ORDOT Base	1	Exterior Mirrors, Rosco Remote Power - Heated, RH & LH, Black Arms (Exchange)		
	1	Romeo RIM Rear Bumper, Black		
ORDOT Base	1	Valve Stem Extender Inner Dual Rear Wheel, pair		
ORDOT Base	1	Alignment Certification Post-Production		
	1	Front standoff mount for Sportworks Apex 3 bike rack, mount only (STD Bike rack hitch okay)		
	1	Endera High Range EV Conversion		
<b>SIDEWALL / CEILING / HATCH</b>				
ORDOT Base	1	Sidewall: White Paneling (Black is Standard)		
	1	Roof Hatch - Transpec 1070 Series Dual Purpose Safety Vent II to Match Ceiling		
<b>INTERIOR</b>				
ORDOT Base	1	Interior Convex Mirror 6" x 9"		
<b>LUGGAGE RACKS / STORAGE</b>				
ORDOT Base	1	Key Locks for Driver Storage and Electrical Cabinet		
<b>CLIMATE CONTROL</b>				
<b>MISCELLANEOUS - HEATER &amp; A/C ACCESSORIES &amp; FANS</b>				
	1	70K BTU Total - Valeo-R236516 - Dual Compressors, Skirt Cond., Ceiling Evap. W/ EV HEAT		
<b>SAFETY OPTIONS</b>				
ORDOT Base	1	5 Lb. ABC Fire Extinguisher w/ Bracket		
ORDOT Base	1	Bi-Directional Reflective Triangles		
ORDOT Base	1	25 Unit First Aid Kit w/ Plastic Waterproof Case, ANSI 2009		
	1	Bloodborne Pathogen Kit / Body Fluid Kit		
ORDOT Base	1	Decal - "Please Fasten Your Seat Belt"		
<b>GRAB RAIL / STANCHION / PANELS</b>				
ORDOT Base	1	Ceiling Grab Rail Curbside (ADA requirement)		
ORDOT Base	1	Ceiling Grab Rail Streetside		

ORDOT Base	1	Angled Stanchion Behind Driver with 1/4" Plexiglass Panel		
ORDOT Base	1	Modesty Stanchion behind Front Lift		
<b>MISC OPTIONS</b>				
<b>SEATING</b>				
<b>DRIVER'S SEATING</b>				
	1	SHIELD FC Recliner, RH Arm, 4 Position Lumbar, Mesh Pocket		
	1	Adnik Power Seat Base w/ Skirt - Required w/ USSC G2, Shield & Shield Sport Driver Seats		
<b>OEM DRIVER SEAT RE-COVERED TO MATCH PASSENGER SEATS</b>				
<b>FREEDMAN SHIELD &amp; LO CAM DRIVER SEAT FABRICS</b>				
<b>**EUROPEAN OR AMERICAN WOOL QUOTED AT TIME OF ORDER**</b>				
	1	Driver Seat Cover - Level 1	Oxen Gray Vinyl	
<b>PASSENGER SEAT FABRICS</b>				
<b>**EUROPEAN OR AMERICAN WOOL QUOTED AT TIME OF ORDER**</b>				
	16	Seat Cover - Level 1	Oxen Gray Vinyl	
<b>SEAT OPTIONS</b>				
ORDOT Base	8	AV Grab Handle, Black - Each	on: Aisle	
ORDOT Base	5	Flip-Up US Armrest, Black - Each	on: Aisle, not foldaway	
	10	Freedman C/IT single seat		
	3	Freedman C/IT double foldaway		

<b>OTHER OPTIONAL EQUIPMENT &amp; FEATURES</b>				
ORDOT Base	1	Minimum 27" Knee to Hip		
ORDOT Base	1	Weight Slip included with bus		
ORDOT Base	1	Alignment printout included with bus		
ORDOT Base	1	Redundant Ground between chassis and power unit		
ORDOT Base	1	Circuit panel legend on access door		
ORDOT Base	1	Water test; 2gpm@40psi for 15 minutes, report included with bus		
NWB ITEM	1	Moto APX 4500 and associated hardware, see ***note*** below		
NWB ITEM	1	REI HD5-600 6-cam hardware, NWB to supply		
NWB ITEM	1	GMV Syncromatics		
NWB ITEM	1	Delivery		

<b>PRODUCTION NOTES / INSTRUCTIONS</b>				
Ensure radius panels can accommodate advertising, or install ad rails.				
***Motorola 2-way radio quoted with complete operability package. Deduct \$6000 for radio only***				

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 AUTHORIZED CUSTOMER SIGNATURE

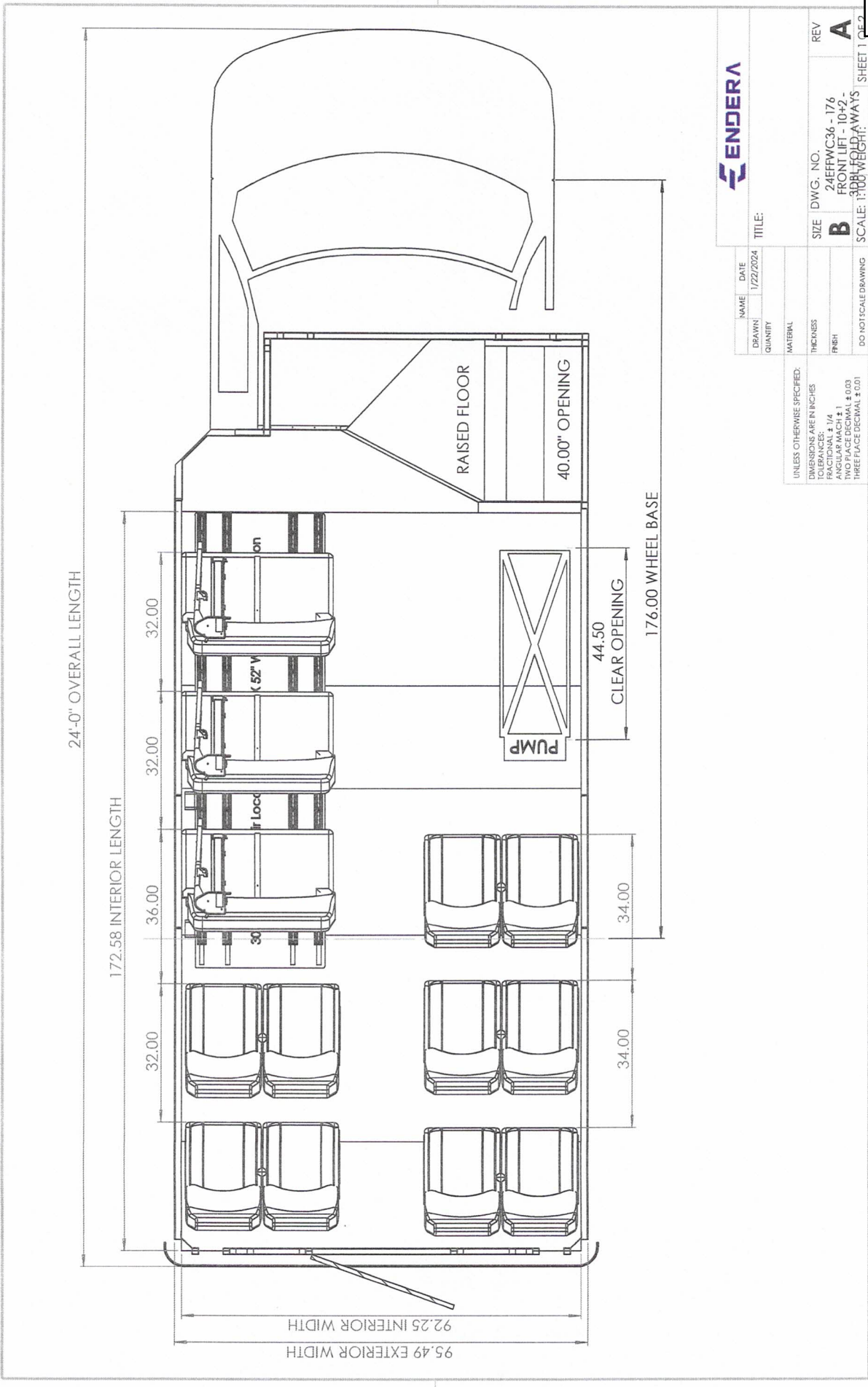
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24'-0" OVERALL LENGTH

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MATERIAL	
THICKNESS	
FINISH	
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DIMENSIONS ARE IN INCHES  
TOLERANCES:  
FRACTIONAL ± 1/16  
DECIMAL ± 0.01  
THREE PLACE DECIMAL ± 0.03

SIZE DWG. NO. REV  
24EFFWC36 - 176 A  
FRONT LIFT - 10+2 -  
300 LBS. CAPACITY - 4-WAYS  
SCALE: 1:100 WEIGHT: SHEET 1 OF 2

Item 12.

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# BUY AMERICA CERTIFICATION


## Certification Requirement for the Procurement of Steel, Iron, or Manufactured Products

SMART Bus Purchase

### CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS:

The bidder or offeror hereby certifies that it will comply with the requirements of 49 USC 5323(j), and the applicable regulations in 49 CFR Part 661.

Date: February 13, 2024

Signature:  \_\_\_\_\_

Company: Northwest Bus Sales, Inc.

Name: Rob Goolsby

Title: Sales Manager

### CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS:

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j), but it may qualify for an exception to the requirement pursuant to 49 USC 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

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

Title: \_\_\_\_\_





## CITY COUNCIL & STATE OF THE CITY ADDRESS MINUTES

May 06, 2024 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

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### CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, May 6, 2024. The Mayor called the meeting to order at 7:02 p.m., followed by roll call and the Pledge of Allegiance.

### PRESENT

Mayor Fitzgerald  
 Council President Akervall  
 Councilor Linville  
 Councilor Berry  
 Councilor Dunwell – Excused

### 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  
 Stephanie Davidson, Assistant City Attorney  
 Zach Weigel, Capital Projects Engineering Manager  
 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 the agenda.

Motion made by Councilor Akervall, Seconded by Councilor Linville.

**Voting Yea:**

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry

**Vote:** Motion carried 4-0.

**MAYOR'S BUSINESS**

## 4. State of the City Address

The Mayor read aloud the Council mission statement. Then presented the 2024 State of the City Address.

*Mayor Fitzgerald's 2024 State of the City Address is appended to the minutes in its entirety.*

**COMMUNICATIONS**

## 5. Senator Aaron Woods

## 6. Representative Courtney Neron

Senator Aaron Woods and House Representative Courtney Neron, spoke immediately after the State of the City Address. Both lauded the City's collaboration on legislative issues, including work to address homelessness, make housing and childcare more affordable, and the State's plan to pause tolling on portions of I-5.

**RECESS**

The Mayor recessed the meeting.

**RECEPTION**

There was a brief break for refreshments.

The Mayor reconvened the meeting at 8:23 p.m.

**COMMUNICATIONS - Continued**

## 7. Tualatin Valley Fire &amp; Rescue State of the District

Government Affairs Division Chief Cassandra Ulven provided the Tualatin Valley Fire and Rescue state of the district. The PowerPoint shown was added the record.

Council comments followed the presentation.

**CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS**

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

The following community members provided public comment:

- Maripat Hensel                                      Lyn Whelchel                                      Andrew Karr                                      Dr. Laura La Joie
- Steve Benson                                      Mary Pettenger                                      Charlotte Lehan
- Anne Shevlin read a letter in the record on behalf of Eric Hoem

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

8. Council President Akervall

Councilor Akervall provided details on the following meetings and events:

- West Linn – Wilsonville School District Equity Summit on April 20, 2024
- May Diversity, Equity and Inclusion (DEI) Calendar Dates of Observance
  - Jewish Heritage Month
  - Asian-American Pacific-Islander Month
- Public Works Complex Grand Opening and Ribbon Cutting on May 18, 2024
- Next City Council meeting scheduled for May 20, 2024

9. Councilor Linville

Councilor Linville provided details on the following items and events:

- Public Works Complex Grand Opening and Ribbon Cutting on May 18, 2024
- Aurora State Airport Public Advisory Committee on May 30, 2024
- Opioid Settlement Prevention, Treatment and Recovery Board meeting on May 8, 2024
- Budget Committee meetings on May 9 and 15, 2024
- West Linn -Wilsonville School District Fentanyl Community Workshop on May 14, 2024
- May Building Safety Month Proclamation
- Bulky Waste Day on May 11, 2024
- Metro Household Hazardous Waste Disposal Day on May 18, 2024

10. Councilor Berry

Councilor Berry provided details on the following meetings and events:

- Earth Day Celebrations on April 20, 2024
  - Murase Arboretum Grand Opening
  - City and School District sponsored a celebration at the Center for Research in Environmental Sciences and Technologies (CREST)

- W.E.R.K. Day on May 18, 2024
  - Wilsonville Rotary Club complimentary breakfast
- Backyard Habitat Open Garden Tour on May 18, 2024
- Toured the Public Works Complex
- Tourism Promotion Committee meeting on May 1, 2024
- Clackamas County Coordinating Subcommittee meetings on April 17 and May 2, 2024

Councilor Dunwell – Excused

## CONSENT AGENDA

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

11. **Resolution No. 3132**

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

12. **Resolution No. 3134**

A Resolution To Allocate Community Enhancement Funds For Fiscal Year 2024/2025.

13. **Resolution No. 3135**

A Resolution Of The City Of Wilsonville Acting In Its Capacity As The Local Contract Review Board Authorizing The City Manager To Execute A Contract With Absco Solutions For Updating Card Access And Security Cameras At The SMART Administration Facility.

14. **Resolution No. 3136**

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

15. **Resolution No. 3137**

A Resolution Of The City Of Wilsonville Authorizing Acquisition Of Property And Property Interests Related To Construction Of The I-5 Pedestrian Bridge Project.

16. **Resolution No. 3139**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute An Intergovernmental Agreement With Metro For The Wilsonville Industrial Land Readiness Project.

17. **Resolution No. 3140**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute An Intergovernmental Agreement With The City Of Portland For Local Improvement District Services.

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

Motion made by Councilor Akervall, Seconded by Councilor Berry.

**Voting Yea:**

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry

**Vote:** Motion carried 4-0.

**NEW BUSINESS**

There was none.

**CONTINUING BUSINESS**

There was none.

**PUBLIC HEARING**

**18. Ordinance No. 891 - 1<sup>st</sup> Reading (Non-Land Use Legislative Hearing)**

An Ordinance Of The City Of Wilsonville Repealing And Replacing Wilsonville Code Sections 2.310-2.319 Regarding Public Contracts.

The City Attorney read the title of Ordinance No. 891 into the record on first reading.

The Mayor provided the public hearing format and opened the public hearing at 9:39 p.m.

The Assistant City Attorney provided the staff report and PowerPoint, which has been made a part of the record.

The Council asked clarifying questions.

The Mayor invited public testimony, seeing none the Mayor closed the public hearing on Ordinance No. 891 at 9:52 p.m.

The Mayor then requested a motion on Ordinance No. 891.

**Motion:** Moved to adopt Ordinance No. 891 on first reading.

Motion made by Councilor Akervall, Seconded by Councilor Linville.

It was noted that Council had many opportunities during a number of Work Session's to review this item. Furthermore, it was Council's intent to be consistent with the model rules and allow for flexibility with the exceptions.



**Voting Yea:**

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry

**Vote:** Motion carried 4-0.

**CITY MANAGER'S BUSINESS**

The City Manager reported news of a pending half a million-dollar grant procured by Parks and Recreation staff, which is to be used for the purchase and installation of new play equipment at Memorial Park.

The Mayor requested a motion to extend the meeting past 10:00 p.m.

**Motion:** Moved to extend the meeting to 10:15 p.m.

Motion made by Councilor Akervall, Seconded by Councilor Linville.

**Voting Yea:**

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry

**Vote:** Motion carried 4-0.

**LEGAL BUSINESS**

The City Attorney updated the Council on a collaboration with non-profits Wilsonville Community Sharing and Heart of the City to successfully procure more than \$500,000 over two years from Clackamas County Health, Housing and Human Services to fund programs that provide hotel vouchers and other supportive services to aid people experiencing homelessness.

19. Order Establishing The Procedure That City Council Will Follow Of Appeal Proceeding For Anticipated Appeal Of Development Review Board Resolution No. 432 To City Council

The City Attorney explained there was a proposed order establishing the procedure that City Council will follow of an appeal proceeding for the anticipated appeal of Development Review Board Resolution No. 432 to City Council.

Council was informed on April 24, 2024, the Development Review Board concluded its public hearing process regarding the Class 2 application by Dan Zoldak of Lars Anderson and Associates with respect to the real property located at 29400 Southwest Town Center Loop West.

Any appeal of the Development Review Board's decision must be filed later that week. Staff anticipated that an appeal would be filed and so sought an order from the Council establishing the procedure for the appeal should it be filed.

The City Attorney recalled the proposed order that had been provided to Council established a Special City Council meeting on May 17, 2024, at noon which followed standard practice for a Special City Council meeting for a specific item. Where the meeting procedure would be to call the meeting to order and to immediately take up the appeal. The appeal proceeding as proposed and as is practice would not be a public hearing. Therefore, additional testimony outside the appellant representatives and City staff, so outside of any questions from Council would not be allowed.

If the Council wished to proceed with the order a motion could be made as follows, I move to adopt an order establishing the procedure that City Council will follow of appeal proceeding for anticipated appeal of Development Review Board Resolution No. 432 to City Council as distributed.

**Motion:** Moved to adopt an order establishing the procedure that city council will follow of appeal proceeding for anticipated appeal of Development Review Board Resolution No. 432 to City Council as distributed.

Motion made by Councilor Linville, Seconded by Councilor Berry.

**Voting Yea:**

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry

**Vote:** Motion carried 4-0.

**ADJOURN**

The Mayor adjourned the meeting at 10:00 p.m.

Respectfully submitted,

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Kimberly Veliz, City Recorder

ATTEST:

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Julie Fitzgerald, Mayor



## STATE OF THE CITY ADDRESS

Presented by Mayor Julie Fitzgerald

May 06, 2024 at 7:00 PM

Welcome everyone to the State of the City for this lovely City of Wilsonville. I thank all of you for taking time to be together tonight and join us in celebrating our City. Which, I think is a really wonderful City. I'm Julie Fitzgerald and I have the privilege of telling you something that you already know which is that it is an honor to be the Mayor of the City of Wilsonville such a special City. It's such a beautiful community to live, work and play in.

What attracted my husband Bob and me when we decided to move here in 2007, is that it is, we could tell that there's something different about this City. We could tell it was a well-planned City. We could tell people have been involved. There was something unusual about how they had such a good library. Somehow, they had underground utility lines, beautiful parks, and trees, and wonderful neighborhoods. We just kept coming back and decided this is where we wanted to make our home in 2007. You know as we, that was in 2007, and we all know that growth is inevitable. What truly sets Wilsonville apart I think from other communities, one of the reasons we love it so much, is there's a community ability, there's a community interest that you can see has taken place overtime to come together and manage that growth. It's not just about the City's vision for a quality of life. It's about the people who live here and their vision and what they want to see. And you can see that coming through. So, I hope we all continue to have a lot of participation. Whether, you're participating by filling out a survey when it comes to your house asking what kind of park you think they should build, or what kinds of housing would be best in your view to participate fill out those surveys, come to the open houses, you might be volunteering on one of our boards or commissions, or helping with the Senior Center, or doing something with one of our nonprofits, but all of that helps ensure that Wilsonville continues to be a really wonderful place to live. An inclusive City that aligns with what you see and I think what we all see the more you participate the more you will see that.

So, it's my great pleasure to be able to recognize the members of the Wilsonville City Council. And I want to start by recognizing Council President Kristin Akervall, Councilor Joann Linville, Councilor Caroline Berry and I also want us all to recognize Councilor Katie Dunwell who's not able to be here with us tonight. And I want to say another word about that is Councilor Dunwell is not able to be here tonight because of a very serious family health issue and of course we hold her in our hearts, and Councilor Dunwell I know this is a very difficult time.

So, it's at this point I just want to say a little bit more about our Council and how much I thank them for what they bring to their work every day. Every week they put in a tremendous amount of thought, and discernment, research, they talk to people, they listen to, that they consider what different things they're hearing from people, and they bring that to the Council. And they all have a great deal of diversity in their background and professional experience. So, thank you all of you for all the time you put into your work. Appreciate it.

And before I go any further, I want to thank my husband Bob who is the most wonderful supportive spouse. He doesn't, but by no means does the City do its work alone. (Let's see if this clicker works.)

I just have a little slide there that says people make the place because I really believe that. And many of our partners in guiding us to where we are today and to building Wilsonville's future are here tonight with us. And over time Wilsonville really has become what it is and is thrived because of the many people and leaders who would have invested in it. And many residents and business owners who've taken part in developing master plans providing comments coming back to hearings and getting us to where we are today. We've done that through good collaboration and strong partnerships.

So, I'm really honored to be able to introduce some of our local leaders here today. We have State Senator Aaron Woods joining us from District 13, State Representative Courtney Neron from District 26, Metro Councilor Garrett Rosenthal from Metro District 3 represents our area. And we have our former, two former Mayors here today. We have past Mayor Tim Knapp right here, thank you. And we have a former Mayor and Councilor Charlotte Lehan, there she is, thank you for being here. And also, are there any other elected officials who I didn't see yet? Thank you, former City Councilor Steve Benson, thank you. I appreciate the help. Police Chief Rob Wurpes was not able to be here today, but Officer Benaki is here, thank you for being here. And we have Tualatin Valley Fire and Rescue Chief Cassandra Ulven, thank you. And I think we may have, there's a School Board meeting tonight, the same night as we meet. So, I'm not sure that we have anyone from West Linn Wilsonville Schools but let's give them a round. And in addition, all of you are here, and some of you are on our boards and commissions. And I will, would like to recognize former Chair of West Linn Wilsonville School Board Chelsea King here, thank you.

So, we have a number of members of people who have, who are currently serving on our boards and commissions or have in the past with us today. We have volunteers, we have people who volunteer in a number of capacities around our City, for schools, Rotary, community service groups. We have people who live here, business operators, people who work in the businesses in Wilsonville, and we have some members of the Wilsonville Chamber of Commerce. So, it's really the work of our volunteers and the staff and the involvement of everyone who has made Wilsonville what it is today. And the theme of my talk today is going to be about how you can participate, what participation has done for Wilsonville, and what we can do to take it forward.

So, this slide here you can probably tell was not made by the City communication people. I made that myself because I just wanted to share. I was looking at a few things that, a lot of things that we do as Councilors and so many projects that we've done throughout the year. I have a copy of the Boones Ferry Messenger here, just one of them. And if you look through those from July you can see that the magnitude of things that have happened in Wilsonville and so I'm not going to go through everything.

But I think what I want to say tonight is, and I had written one, I had one speech prepared and I changed it today. I decided I'm not doing that speech. I'm changing it and you're going to find out why because I think that the order of the day today is do we have a good future, what is our bright future for Wilsonville, and what are we all going to do to make it happen. We are lucky to live in a fantastic City and it's up to us to see what we can do next to keep it being one of the best cities I've ever been in.

So, everyone knows that this is a year to endure a lot of road projects. We have (up, we went too fast with that one), we have a lot of road projects. Starting with the Willamette Water Supply Project on the west side. And obviously the Boeckman Trail Project on the east side. And I want to just give, a give a thank you to everyone who's living through and driving around all of those work areas, and to the flaggers who are working very hard. We also have had comments from people who live in those areas urging different tips, and methods and, ways that it can be better. And I think we should keep doing that because so far so good. And we have a tremendous amount of work to take care of. The Willamette Water Supply Project is a big one and that's going to go on for about a year as is the Boeckman Road Corridor Project.

So, most of these projects, those two that I mentioned, and also many of the things that we enjoy every day, whether we think about it or not are happening in conjunction with some financing tools. There has to be a way to finance things. And one of the most important financing tools that Wilsonville has used since 1990 is Urban Renewal. And we're going to talk about that a little bit tonight all of these projects have entailed the collaboration between City of Wilsonville, our School District, our Fire District, 4H, various and, our law enforcement, just to name a few of them, Clackamas Community College. So, and the purpose is to make sure that when Wilsonville is there a way for Wilsonville to grow. Oregon is really unusual. There's no other state that has the property tax system that we do. And when you're, when you realize that your property, your assessed value only increases 3% every year that means that there's very limited resources for all of the taxing districts to work with. If a City can grow, and add more businesses, add more restaurants, houses, employers then your tax assessed base can grow and diversify. And from there you're able to have parks, have a good Parks Department, have a fantastic water system, an exceptional sewer system, all of those things that we take for granted have to come from somewhere.

So, I was reading some of my materials and came in and left the room and came back and my cat was sitting there, and I took this picture. And I thought you know she doesn't really care if we never used Urban Renewal because if we never used Urban Renewal, she would be fine. She could creep around in the gravel. She could find water to drink out of a puddle. She doesn't really need a park and she doesn't go to school. So, she doesn't really care, and she has her own trails. But I do care and if you look back at from 1990 to today the features of Wilsonville that have made it really the place it is are paid for in large part by a strategic use of a financing tool called Urban Renewal.

And there is a lot of partnership this goes into this. Partnership is the theme of my talk today and I'm going to start right now. I'm going to just take a left turn and talk about some of the big accomplishments that we've had this year. Now the Boone Bridge certainly has nothing to do with Urban Renewal but when you're driving on Wilsonville Road and turning right at 5:00 trying to go left or trying to go south you can't do it because the traffic is blocked up on the Boone Bridge. You can say when are they going to get that built, what are they doing. And I know that our past City Councils have all worked on that. We are making progress, that is a Federal project, we need to work, we are working with ODOT we have

made progress with it. And this on last, it has now been made, brought into the fold of four major projects and it's now called a mega project ODOT is now studying where they would put the bike ped. facility. Which they have committed to, and we believe they've committed to the auxiliary lane. We all heard the wonderful news that tolling has been halted. What's next something has to happen the state is going to have conversations, I hope, maybe all of us will be involved in conversations on how are we going to pay for a \$600 million Boone Bridge.

The fantastic news about a road project that is not even in Wilsonville that we talked about a lot and that is the 65th and Stafford Road. It's in Clackamas County it also has some Washington County affiliations. So, through a collaboration with City of Wilsonville, Washington County and a project is being led by Clackamas County to build a roundabout at that interchange. And it is just, I really thank Clackamas County for working and Washington County to come up with the money. We also committed over \$1,000,000 to that that came from the vehicle registration fees. That we all pay when we get a new a new license, renew our car, registration fee and it the design is going to start soon. Construction will begin about 2027. These things take a long time but that is really something to celebrate. I know Mayor Knapp worked on that and talked about it a lot and so that's going to be a huge safety improvement.

We continue to work with our neighbors. In partnership with our neighbor the City of Aurora and people who live near the Aurora Airport in working to advance the need to have a real meaningful seat at the table. As the Aurora State Airport is in their master planning process and make sure that we're taking into account how to take care of the noisy overflights. And also make sure that safety and transportation are taken into consideration we can spend the whole night on any one of these topics to conclude on this slide.

Next week I'm going with a couple of other cities and jurisdictions to Washington DC. Our Federal partners asked that we all come together. They don't want to hear from one City or one jurisdiction. So, we will all go together and make our case for our priorities.

I have a slide here just to preview or just to overview the Willamette Water Supply Program. And that again is a project that was initiated many years ago and you're now seeing it come to fruition which is Tualatin Valley Water District, City of Hillsboro, and Beaverton are they have built a beautiful raw water intake plant near our Water Treatment Center. And you can, you know next time you have a chance to walk down there you can look at its nearing completion. And they are, what you're seeing is building a 5-foot diameter pipe to take water from the Willamette River to their Water Treatment Plant. Which they will build and then supply those cities and the partnership is difficult for us to drive by the City thought of this and worked on it for a long time and we have a basically a rental agreement is one way to describe it. And the City is being reimbursed or the compensation that the City secured through this project is about \$17 million and that is going to be used to fund some of the projects that we're talking about tonight.

This is an overview of the Public Works Complex that has been completed this year. And we will have a grand opening of this wonderful facility on Saturday May 18th. I hope you'll come to that. What comes along with this is the fact that we were able to move the Public Works out of the, what we call the Community Service Block. Where you see the Police Station and three other locations where they stored equipment. It was extremely inefficient they have a basically, when you go to the grand opening which,

I hope you'll do. You'll find out how that facility is going to serve as our, not only our Public Works Department for growing City. But also, emergency services coordination and emergency operations partnering is again essential. We couldn't do all this if we did not maintain relationships and develop relationships with people we need to work with.

And when the unexpected invasion of the Mediterranean Oak Beetle was determined to be in Wilsonville, I'm really admiring of our staff who got right on there. It's a huge crisis having to cut down these magnificent Oak trees and also some other species of trees that are being attacked by this insect. The Department of Forestry and the Department of Agriculture are continuing to research this and working with Wilsonville on that. So, keep your finger, keep tuned into that.

Another big development last year was what did Wilsonville do to respond to the to the requirement to amend our camping regulations, our overnight camping bans. As every City was asked to do, and I'm not going to spend a lot of time on this, but this is an excellent example of partnership we spent several months, we first asked all of the residents to respond to a survey, and that really kind of really got a big reaction from people. We asked do you think they should, where should people be allowed to camp overnight on public land? Where should they not be allowed to camp overnight? We got a tremendous response from that. And we worked with our Clackamas County Health and Human Services people, we work with our Mental Health Coordinator, all of the City Councilors brought a lot to the table on this. And this is going to be an ongoing challenge. It isn't solved but I think we are encouraged. We also worked with some social services agencies in Wilsonville Community Sharing and Heart of the City. And so, I really applaud everybody for coming up with a program that is values based. And our staff is very involved they have a team that meets once a week and the objective is to find out who is this person who doesn't have a home, who is this person who is in their car, and or maybe doesn't have any place to sleep, what is their name, what is the problem, and what is the best way to help them get into a successful situation. So, that's a brief summary of it.

Recent news on that same topic is that, as you might know there, the voters passed a measure of a tax in 2020. I believe it was that tax people at the higher income ranges making 200,000 or more in businesses producing revenues of 5 million or more. And said 1% of those earnings over that amount would be taxed and would go toward a fund to help with people experiencing homelessness, to help solve this issue, and help prevent, and eliminate homelessness that is still, that's produced a lot of money. And there's a lot of activity going on to remedy the situation. I think Clackamas County is making some good headway. And just recently they offered grants directly to the cities. We were recently informed that after a collaborative project between Wilsonville Community Sharing, the City of Wilsonville, and Heart of the City, and then this group included our law enforcement, a lot of people on our staff, the team, they came together as a team and submitted a grant application to Clackamas County. And they were awarded \$500,000 to be used over the next two years to help people who are without resources, and help them keep jobs, retain jobs, and find homes. So, basically there are a lot of different steps in there but wonderful collaboration there. Great thank you. And you know I want to introduce one more person that I should have introduced earlier Lyn Whelchel of Heart of the City is here. Thank you, Lyn, and thank you for all of the time that you've spent with us developing these strategies.

If you have a relative like I do who's in Arizona, my sister, and she says she's coming to visit. Well, she says I'm going to stay in Portland. Well, I can tell her to look at ExploreWilsonville.com and she can find out about all these cool things, she can do the restaurants she can go to, and why this is the best place to stay. Take a look at ExploreWilsonville.com. This is one of our boards and commissions and they take care of how, to how to manage the hotel, and motel taxes that come to Wilsonville in a way that benefits our community. And if you think of something happening in Wilsonville that isn't on there you can let us know, that we can add it.

So, that comes, that brings me to our businesses because the businesses are very important to Wilsonville. And this slide here is showing another fantastic partnership that we've been talking about. I want to thank Representative Courtney Neron for her help with development of funding for a transit-oriented development, that will be built on a piece of land about little more than an acre near our west transit station. And it's thank you for arranging that ARPA grant that covers the main floor of that building. We hope they will break ground in the, in believe the fall, or later this year. That will be 121 units of housing for people who are earning wages at 30% to 80% of the area median wage. And on the ground floor it will have a restaurant tap room. Wilsonville Community Sharing will be located there, and a transit station, and a transit center. I should say the key to this is where did this idea kit come from it actually came this is an example of how planning takes a long time in cities. Prior to when I was Mayor, we had an initiative this, the prior Council decided they really wanted to address long term housing, how can we have a more equitable housing landscape in Wilsonville. So, that people really do have a place to live at all stages in their life. Especially as land values used houses have gone way up and the City got a grant from Metro to develop the Equitable Housing Strategic Plan. And the plan was led by one of our Councilors at the time for the Task Force was led by then Councilor Ben West. And thus, the Council unanimously approved the Equitable Housing Strategic Plan. It has a number of strategies that you will see us working on. Including now we are working on how can we develop some first-time home buyer opportunities for people who cannot get into this housing market. We're looking at this is going to take a while working with Habitat for Humanity, we'll be looking at those projects.

But the lower part of this slide is key to Wilsonville, where it says that in that Equitable Housing Strategic Plan one of the advisories that came to us from our consultants Eco Northwest, who did all the research and wrote the report was that a growing imbalance between housing costs and wages can slow job growth and industry decisions to relocate or grow. So, why is that important? Well, if you look at this slide it tells you some of our most significant employers in Wilsonville. It's very unique that a City our size has a private sector payroll of \$1.2 billion. We have, you know, all kinds of wages here but because we have a diversified tax base, we are able to have the kind of amenities that we're used to.

This brings me back to Urban Renewal again. We have two major plans that we talk about a lot. One of them closed this year it's called the East Side Plan. That plan used the Urban Renewal tool to build roads and streets and infrastructure that made it possible for Mentor Graphics to locate in Wilsonville. They made it possible for us to complete our sewer system now Siemens has Mentor Graphics and that all that area Canyon Creek Road. I mean it's amazing the number of streets that were built with the Year 2000 Plan. I know this is getting kind of technical but if you hear people saying that it would be a really bad idea to have Urban Renewal think about the kind of City that my cat would be fine with. It doesn't have streets, it doesn't have parks, it doesn't have Murase Plaza, it doesn't have Town Center Park, it



doesn't have great roads, great streets going in in all directions. In fact, Villebois would not be there. If you like walking in the parks and Villebois think Urban Renewal that was required in order to get that track developers to be able to get that developed.

Now housing I'm going to go back to this slide right here. I've been able to meet with some of our employers. It's always completely fascinating every time you hear from them. They want our schools, they want more math and science students, they want more housing, and all different levels. So, that their employees even at middle and higher wages can live closer or in Wilsonville.

So, that brings me to this quick map of the Frog Pond neighborhood. I don't know if I ever you know, can't see it really detailed here, but the green area is Frog Pond West. We were talking about at the work session and as you know that Frog Pond West is mainly larger single-family homes. There are some homes that we call duplexes, larger really nice homes in that area, it does not have any homes that would be now categorized as affordable for the middle housing. That's where we come to Frog Pond East which is the one that that is pictured in the blue. Can you see that there? In Frog Pond East we were discussing at the East and South those two areas are going to accommodate middle housing. It's a very exciting plan that, it has a lot of different variety for people today. We were talking about the plans would be developed to encourage builders to build some what we call mobility ready housing for people who live with a wheelchair. We want to have smaller housing, cottage housing, and also large housing. So, Frog Pond East is going to be about 50% middle single-family housing, and then a mix of middle housing, and some multifamily. So, all of those things are needed to continue to retain our wonderful employer mix and the amenities that we have come to love here in Wilsonville. So, I encourage you, I'm not going to go through all the details on this but please go to [WilsonvilleTownCenter.com](http://WilsonvilleTownCenter.com). Where you can read about how we got to where we are today, and how it is that Wilsonville does have the incredible amenities that we have today.

One of the biggest ones being underground utilities when you, Wilsonville Road was expanded Urban Renewal was the was the tool that made it possible to do. The very expensive next step of burying our utilities what a resilient advantage we have in our storms, in the things ahead of us today. So, please look at that.

Right here you're seeing Boones Ferry Road that was completed last year, in the Old Town area. It's wonderful to walk along there now. This is a picture of the 5th to Kinsman which gives a great, I travel that way, it's a great way to go from your house on the west side to grocery and other shopping without trying to get tangled up in what's happening with the Boone Bridge.

The other Big Urban Renewal area is the West Side Urban Renewal. I ran out of space here. So, this is the area that the West, it will close June 30, 2024. Which means no tax increment will be collected anymore on these plans. You think about before we had Villebois, it was a farm field. There was a small amount of you know facilities there, houses and small farms, and the district was built determined around it as you do with Urban Renewal. The increased value of taxes collected from that area basically we're collected and used to build the infrastructure, sidewalk, sewer, and water, and some of the parks, to get Villebois started. You see what we now have in terms of housing that is helping our City in so many ways. Please read in the [TownCenter.com](http://TownCenter.com) and also if you go to the City website and you look up the Westside Urban Renewal Plan you can see how the Urban Renewal Plans have helped our schools

tremendously. We've built a gymnasium, we've helped them build a gymnasium, improve sports fields, lighting signals to help with safety at schools, at a huge list of things over many years have come from Urban Renewal to help our partners.

So, bottom line I ask you to participate with me in reading about this and thinking about what you can do to help our City have it have the excellent future that is ahead for Town Center which is going to be I think a dynamic active part of our City. It's been planned for many years with a tremendous amount of citizen participation and task force.

What I have here is just a quick slide showing you, this this was in the budget book we're just about to have our budget meetings next week, and you can see on the one of the pages that describes the property taxes by jurisdiction that and I actually think I should have put 2022-23 in to correct for the record that is for the last year that you're seeing that property changes from the jurisdiction back to the share the overlapping tax index districts. I will say that Urban Renewal is not the most light topic, it's very dense, and you can spend many hours reading about it. We've also partnered with our Fire District to make sure that when they forgo some tax revenue, which is what happens there, we can be sensitive to that and see what we can do to help. In that regard in Villebois the decision was made to install residential fire sprinkler sprinklers and all the houses thereby greatly increased, increasing the fire resiliency in that area. As a result, what do you get from Urban Renewal? You get the kind of City that we have, that we like, not the one that works really well for a little cat.

We've done this slide shows the level of outreach that was done over many years starting in 2016 to 2019 and we had a the City engaged the community in many different ways and Town Center Task Force, Urban Renewal Task Force and all kinds of gatherings, and feedback, and looking at drawings, and voting, and that is how we came up with the Town Center Plan and I think we're very lucky to have a City with this level of participation.

So, in closing I will say that I think Town Center is our next big thing. It will be the heart of Wilsonville, it will have places to shop, socialize, live, and work, it has housing, it will be a place, it will make our existing businesses give them more foot track of more customers, more activity it will bring so much, and it also is a place for physical activity. So, that our children ourselves and our neighbors cannot only drive there, and park in the parking structures that are parking facilities that are part of Town Center they will also be able to walk, and bike if that's their choice. So please join me in doing what you can to make Town Center a possibility for our future. Thank you.



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> June 3, 2024		<b>Subject: Resolutions Nos. 3142 &amp; 3143</b> State Shared Revenue	
		<b>Staff Member:</b> Keith Katko, Finance Director	
		<b>Department:</b> Finance	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: June 3, 2024 <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable <b>Comments:</b> Budget as approved by Budget Committee on May 15, 2024, including state shared revenue.	
<b>Staff Recommendation:</b> Staff recommends Council adopt Resolution Nos. 3142 and 3143.			
<b>Recommended Language for Motion:</b> Two separate motions: I move to adopt Resolution No. 3142. I move to adopt Resolution No. 3143.			
<b>PROJECT / ISSUE RELATES TO:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

Public hearing on receipt and use of state shared revenues.

**EXECUTIVE SUMMARY:**

Oregon law requires the public be given two opportunities to comment on receiving state shared revenues and their proposed use. The first opportunity was extended during the Budget Committee meeting held on May 15, 2024. The second opportunity is offered in conjunction with the budget adoption.

The following table provides a summary of State Shared Revenue for FY 2024-25:

Revenue	Fund Deposited	Amount
Gas Tax	Road Operating	\$2,249,000
Liquor Tax	General Fund	\$450,000
State Shared Revenue	General Fund	\$400,000
Cigarette Tax	General Fund	\$20,000

Possible uses for General Fund recognized liquor tax, state shared revenues, and cigarette tax include funding for Police, Parks & Building Maintenance, Library, Youth, Adult, and Senior Services, Policy & Admin, Planning. Use of gas tax recognized in the Road Operating Fund is for road operations.

**EXPECTED RESULTS:**

Accompanying resolutions satisfy legal requirements to receive state shared revenues in FY 2024-25.

**TIMELINE:**

- April 25 and May 2, 2024: Public notice of the availability of the budget and Budget Committee meeting dates published in the Wilsonville Spokesman.
- May 9 and May 15, 2024: Meeting of the Budget Committee, public invited to comment, voted to approve the budget with no changes
- May 23, 2024: Public notice of the meeting to adopt published in the Wilsonville Spokesman.
- June 3, 2024: Council meeting to receive public testimony and to adopt the budget, including accepting state shared revenue.

**CURRENT YEAR BUDGET IMPACTS:**

This will not affect the current budget.

**COMMUNITY INVOLVEMENT PROCESS:**

The opportunity for the public to address the Budget Committee pertaining to state shared revenues was offered at the meeting on May 9, 2024. No public testimony was received. Public comment will also be accepted at the June 3, 2024 City Council meeting.

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

State revenues allow, in part, funding for the road operations program, facility and parks maintenance, law enforcement, parks and recreation services and library operations.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

- A. Resolution No. 3142
- B. Resolution No. 3143

**RESOLUTION NO. 3142****A RESOLUTION DECLARING THE CITY'S ELIGIBILITY TO RECEIVE STATE SHARED REVENUES.**

WHEREAS, ORS 221.760 provides as follows:

Section 1. The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

- 1) Police protection;
- 2) Fire protection;
- 3) Street construction, maintenance, and lighting;
- 4) Sanitary sewer;
- 5) Storm sewers;
- 6) Planning, zoning and subdivision control;
- 7) One or more utility services; and

WHEREAS, City officials recognize the desirability of assisting the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760.

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

That the Wilsonville City Council hereby declares that the City directly provides all of the municipal services enumerated above, save and except the provision of the City's fire protection, which is through Tualatin Valley Fire & Rescue.

This resolution is effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 3<sup>rd</sup> day of June, 2024 and filed with the Wilsonville City Recorder this same date.

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JULIE FITZGERALD, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Berry

Councilor Dunwell

Councilor Linville

**RESOLUTION NO. 3143**

**A RESOLUTION DECLARING THE CITY’S ELECTION TO RECEIVE STATE SHARED REVENUES.**

WHEREAS, the Budget Committee has reviewed and approved the proposed use of State Shared Revenues; and

WHEREAS, a public hearing has been held before the Budget Committee on May 9, 2024 to discuss possible uses of the funds and before the City Council on June 3, 2024 to obtain public input as to the proposed uses of State Shared Revenues.

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

1. Pursuant to ORS 221.770 the City of Wilsonville hereby elects to receive state shared revenues for the fiscal year 2024-25.
2. This resolution is effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 3<sup>rd</sup> day of June, 2024 and filed with the Wilsonville City Recorder this same date.

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JULIE FITZGRALD, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Berry

Councilor Dunwell

Councilor Linville





**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> June 3, 2024		<b>Subject: Resolution No. 3144</b> City Budget Adoption for Fiscal Year 2024-2025	
		<b>Staff Member:</b> Keith Katko, Finance Director	
		<b>Department:</b> Finance	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: June 3, 2024 <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable  <b>Comments:</b> Budget as approved by Budget Committee on May 15, 2024.	
<b>Staff Recommendation:</b> Staff recommends Council adopt Resolution No. 3144.			
<b>Recommended Language for Motion:</b> I move to approve the fiscal year 2024-2025 proposed budget, in the total amount of \$257,843,503 (two hundred fifty-seven million, eight hundred forty-three thousand, five hundred and three dollars); and levying the full amount of the city general tax rate of \$2.5206. (two dollars and fifty two zero six cents).			
<b>PROJECT / ISSUE RELATES TO:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

Public hearing and adoption of the fiscal year 2024-2025 budget.

**EXECUTIVE SUMMARY:**

Following the Budget Committee vote to approve the budget, the City Council must hold a public hearing and receive comments on the budget prior to adoption. Council must adopt the budget no later than June 30, 2024.

The City of Wilsonville's budget was approved by the Budget Committee in the amount of \$257,843,503. A comprehensive table displaying the budget is on page 23 in the budget document.

By law, the Council may make changes in the approved budget within certain limitations: (1) taxes may not be increased over the amount approved by the budget committee, and (2) estimated expenditures in a fund cannot be increased by more than \$5,000 or 10 percent, whichever is greater. The Council can reduce the budget from that approved by the Budget Committee.

**EXPECTED RESULTS:**

Create the budget for operating and capital purposes for the fiscal year (FY) 2024-2025.

**TIMELINE:**

- April 25, 2024 and May 2, 2024 – Public notice of the availability of the budget and Budget Committee meeting dates published in the Wilsonville Spokesman.
- May 9, 2024 and May 15, 2024 – Meeting of the Budget Committee, presentation of budget message, an opportunity for public to testify, voted to approve budget with no changes.
- May 23, 2024 – Public notice of the meeting to adopt published in the Wilsonville Spokesman.
- June 3, 2024 – Council meeting to receive public testimony, and consider Resolution to adopt the budget.

**COMMUNITY INVOLVEMENT PROCESS:**

The opportunity for the public to address the Budget Committee was offered at the meetings on May 9, 2024 and May 15, 2024. One public comment was received electronically. The public may also attend the June 3, 2024 public hearing on the City's budget.

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

The budget provides for the delivery of services and construction of capital projects throughout the community.

**BUDGET COMMITTEE ACTIONS:**

The Budget Committee approved the Proposed Budget for FY 2024-2025 with an 8-0-0 vote at the May 15, 2024 meeting.

**CURRENT YEAR BUDGET IMPACTS:**

Does not affect the current year budget.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3144
  - A. Schedule of Appropriations

**RESOLUTION NO. 3144****A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE BUDGET, MAKING APPROPRIATIONS, DECLARING THE AD VALOREM TAX LEVY, AND CLASSIFYING THE LEVY AS PROVIDED BY ORS 310.060(2) FOR FISCAL YEAR 2024-25.**

WHEREAS, in accordance with ORS 294.426 the Wilsonville Budget Committee met on May 9, 2024 and May 15, 2024 to receive public testimony, hear the budget message and listen to presentations pertaining to the proposed budget for Fiscal Year 2024-25; and,

WHEREAS, the Budget Committee deliberated on the proposed budget on May 9, 2024 and on May 15, 2024; and

WHEREAS, the Budget Committee approved the proposed budget on May 15, 2024; and

WHEREAS, the proposed budget document included the Comprehensive Financial Management Policies which specifies certain reserves and contingency balances for operating funds and such a amounts were included in the approved budget, and

WHEREAS, on May 23, 2024, a summary of the budget, as required by ORS 294.438, was duly published in the Pamplin Media, formerly the Wilsonville Spokesman, a newspaper of general circulation in the City; and,

WHEREAS, in accordance with ORS 294.456 the Wilsonville City Council duly held a public hearing on June 3, 2024 where all interested persons were afforded an opportunity to appear and be heard with respect to the approved budget for the fiscal year beginning July 1, 2024.

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

1. The Council adopts the budget for FY 2024-25 in the total amount of \$257,843,503.
2. Of the total adopted budget of \$257,843,503, the City appropriates \$248,075,403 for the fiscal year beginning July 1, 2024 as shown in Exhibit A – Schedule of Appropriations. The difference of \$9,768,100 is not appropriated and is not available for expenditure during the year.

3. The City of Wilsonville City Council hereby imposes the taxes provided for in the Adopted Budget at the rate of \$2.5206 per \$1,000 of assessed value for general operations; and that these taxes are hereby imposed and categorized for the tax year 2024-25 upon the assessed value of all taxable property in the City.

	<u>General Government Limit</u>
General Fund	\$2.5206 / \$1,000

4. In compliance with the City's Financial Management Policies certain contingencies, reserves and carryover balances are established as part of the budget process. These balances are matched to the Governmental Accounting Standards Board (GASB) Pronouncement Number 54 standard terminology as set forth below.

- a. GASB Restricted category includes amounts for which an external source has created a legal restriction on available balances, such as for bond covenants and taxes restricted to payment of debt. Within the budget document such amounts are titled Restricted.
- b. GASB Committed category includes amounts for which Council has approved by resolution. Only a subsequent council resolution may change the amount or intended use. Within the budget document such amounts are titled Committed (unappropriated). The Committed (unappropriated) is also referred to as the unappropriated ending fund balance and serves as a carryover from one fiscal year to the next.
- c. GASB Assigned category includes amounts which are designated but for which a resolution has not been adopted. Authority is hereby granted to the City Council, City Manager and the Finance Director for the purpose of setting aside resources for specific future needs, such as equipment and building replacements and prudent financial reserves. Within the budget document such amounts are titled Assigned (designated) and Assigned (contingency). Assigned (designated) purpose is identified on page 273 of the Proposed Budget document. Assigned (contingency) is the portion of appropriations available for use during a fiscal year if approved through Council Resolution.

- d. GASB Unassigned category is used exclusively in the General Fund and has the same meaning as Assigned (contingency) in paragraph (c) above.
  - e. City Council considers the spending of the restricted classification of fund balance on purposes for which such funds can be used to occur first when funds are spent for restricted and unrestricted purposes. When unrestricted classifications of fund balance are spent, the Council will consider that assigned amounts will be reduced first, followed by unassigned amounts and then committed amounts.
5. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regularly scheduled meeting thereof this 3<sup>rd</sup> day of June, 2024 and filed with the City Recorder this date.

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JULIE FITZGERALD, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Berry

Councilor Dunwell

Councilor Linville

ATTACHMENT:

- A. Schedule of Appropriations

## Exhibit A – Schedule of Appropriations

Item 16.

### General Fund

Administration	\$	2,564,212	
Finance		2,134,078	
Information Technology/GIS		1,704,385	
Legal		843,350	
Human Resources and Risk Management		1,228,920	
Public Works Administration		1,117,514	
Facilities		2,246,580	
Parks Maintenance		2,915,379	
Parks & Recreation		2,313,429	
Library		2,823,416	
Law/Code Enforcement		6,914,522	
Municipal Court		232,980	
Transfers to Other Funds		8,308,917	
Contingency		3,146,292	
<b>Total Fund Appropriations</b>			<b>\$ 38,493,974</b>

### Community Development Fund

C.D. Administration	\$	717,944	
Engineering		2,631,206	
Planning		1,382,100	
Transfers to Other Funds		824,000	
Contingency		163,076	
<b>Total Fund Appropriations</b>			<b>\$ 5,718,326</b>

### Building Inspection Fund

Building Inspection	\$	1,228,836	
Transfers to Other Funds		368,400	
Contingency		2,765,942	
<b>Total Fund Appropriations</b>			<b>\$ 4,363,178</b>

### Transit Operations Fund

Transit	\$	10,551,221	
Transfers to Other Funds		3,563,550	
Contingency		12,873,539	
<b>Total Fund Appropriations</b>			<b>\$ 26,988,310</b>

**Road Operating Fund**

Road Operations	\$	1,274,182	
Debt Service		360,000	
Transfers to Other Funds		2,248,000	
Contingency		447,536	
<b>Total Fund Appropriations</b>			<b>\$ 4,329,718</b>

**Road Maintenance Fund**

Transfers to Other Funds	\$	2,623,945	
Contingency		3,944,623	
<b>Total Fund Appropriations</b>			<b>\$ 6,568,568</b>

**Water Operating Fund**

Water Distribution	\$	1,833,696	
Water Treatment Plant		6,337,290	
Debt Service		375,000	
Transfers to Other Funds		18,945,416	
Contingency		1,991,292	
<b>Total Fund Appropriations</b>			<b>\$ 29,482,694</b>

**Sewer Operating Fund**

Wastewater Collections	\$	1,291,082	
Wastewater Treatment Plant		3,640,000	
Debt Service		2,880,000	
Transfers to Other Funds		2,813,972	
Contingency		7,081,796	
<b>Total Fund Appropriations</b>			<b>\$ 17,706,850</b>

**Street Lighting Operating Fund**

Street Lighting	\$	331,310	
Transfers to Other Funds		621,000	
Contingency		311,246	
<b>Total Fund Appropriations</b>			<b>\$ 1,263,556</b>

**Stormwater Fund**

Stormwater Maintenance	\$	1,340,372	
Debt Service		842,000	
Transfers to Other Funds		2,141,755	
Contingency		4,794,952	
<b>Total Fund Appropriations</b>			<b>\$ 9,119,079</b>



**Fleet Service Fund**

Fleet	\$	2,139,070	
Contingency		884,881	
<b>Total Fund Appropriations</b>			<b>\$ 3,023,951</b>

**Water Capital Projects Fund**

Capital Projects	\$	17,262,769	
Transfers to Other Funds		848,856	
Contingency		840,660	
<b>Total Fund Appropriations</b>			<b>\$ 18,952,285</b>

**Sewer Capital Projects Fund**

Capital Projects	\$	4,665,091	
Transfers to Other Funds		215,750	
Contingency		299,011	
<b>Total Fund Appropriations</b>			<b>\$ 5,179,852</b>

**Road Capital Projects Fund**

Capital Projects	\$	25,403,239	
Transfers to Other Funds		790,656	
Contingency		510,337	
<b>Total Fund Appropriations</b>			<b>\$ 26,704,232</b>

**Stormwater Capital Projects Fund**

Capital Projects	\$	1,725,443	
Transfers to Other Funds		205,795	
Contingency		264,094	
<b>Total Fund Appropriations</b>			<b>\$ 2,195,332</b>

**Facilities Capital Projects Fund**

Capital Projects	\$	5,879,150	
Transfers to Other Funds		113,060	
Contingency		437,489	
<b>Total Fund Appropriations</b>			<b>\$ 6,429,699</b>

**Parks Capital Projects Fund**

Capital Projects	\$	5,503,560	
Transfers to Other Funds		154,980	
Contingency		663,620	
<b>Total Fund Appropriations</b>			<b>\$ 6,322,160</b>

**Water Development Charges Fund**

Materials & Services	\$	24,280	
Debt Service		457,000	
Transfers to Other Funds		8,270,238	
Contingency		48,170	
<b>Total Fund Appropriations</b>			<b>\$ 8,799,688</b>

**Sewer Development Charges Fund**

Materials & Services	\$	20,640	
Transfers to Other Funds		2,150,759	
Contingency		22,678	
<b>Total Fund Appropriations</b>			<b>\$ 2,194,077</b>

**Road Development Charges Fund**

Materials & Services	\$	38,820	
Transfers to Other Funds		9,559,895	
Contingency		1,039,914	
<b>Total Fund Appropriations</b>			<b>\$ 10,638,629</b>

**Washington County TDT Fund**

Contingency	\$	2,221,718	
<b>Total Fund Appropriations</b>			<b>\$ 2,221,718</b>

**Frog Pond West Fund**

Materials & Services	\$	32,560	
Transfers to Other Funds		3,061,015	
Contingency		1,299,315	
<b>Total Fund Appropriations</b>			<b>\$ 4,392,890</b>

**Stormwater Development Charges Fund**

Materials & Services	\$	5,380	
Transfers to Other Funds		530,093	
Contingency		3,077,071	
<b>Total Fund Appropriations</b>			<b>\$ 3,612,544</b>

**Parks Development Charges Fund**

Materials & Services	\$	15,810	
Transfers to Other Funds		974,383	
Contingency		2,383,900	
<b>Total Fund Appropriations</b>			<b>\$ 3,374,093</b>

**Total City Appropriations - All Funds**

	<b>\$</b>	<b>248,075,403</b>
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**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> June 3, 2024		<b>Subject: Resolution No. 3145</b> Supplemental Budget Adjustment	
		<b>Staff Member:</b> Katherine Smith, Assistant Finance Director	
		<b>Department:</b> Finance	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: June 3, 2024 <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input checked="" type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt Resolution No. 3145.			
<b>Recommended Language for Motion:</b> I move to adopt Resolution No. 3145.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

A supplemental budget resolution for the fiscal year 2023-2024 budget year.

**EXECUTIVE SUMMARY:**

Oregon's Local Budget Law allows the Council to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. A special hearing must be held to discuss and adopt the supplemental budget. The governing body holds the public hearing although the budget committee is not required to be involved. Public notice of the hearing must be published 5 to 30 days before the hearing. The governing body enacts a resolution to adopt the supplemental budget after the hearing.

This supplemental budget includes unanticipated changes to legal appropriations, of \$267,400. This includes:

- a. Parks Maintenance:
  - Remediation of Sink Hole in Villebois - \$37,000
- b. Public Works – Roads:
  - French Prairie Road Pathway Repairs - \$50,000
  - Increase in Annual Traffic Signal Maintenance - \$50,000
- c. Facilities Capital Improvement:
  - Transfer of funds from CIP 8153 (Kiva/Art Tech) to CIP 8160 (Police Facilities Modification) - \$100,000
- d. Sewer Capital Improvement:
  - CIP 2100 (Boberg Diversion Structure) - \$29,000
  - CIP 2104 (Wastewater Treatment Plant Master Plan) - \$5,000
- e. Roads Capital Improvement:
  - Transfer of funds from CIP 3004 (Town Center Concept Plan Implementation) to CIP 3001 (Frog Pond/Advance Road Master Planning) - \$80,000
  - CIP 4110 (Public Works Standards Update) - \$40,000
  - CIP 4215 (Boones Ferry Road Street Maintenance) - \$1,720
- f. Stormwater Capital Improvement:
  - CIP 7064 (Stormwater Master Plan Update) - \$54,680

**EXPECTED RESULTS:**

The supplemental budget adjustment adopted by the Council at regularly scheduled meeting.

**TIMELINE:**

As required by Local Budget Law, a notice for the public hearing has been published in the Wilsonville Spokesman on May 23, 2024. The adoption of the Supplemental Budget Adjustment is required prior to the end of the fiscal year, June 30, 2024.

**CURRENT YEAR BUDGET IMPACTS:**

See detail outlined in Exhibit A.

**COMMUNITY INVOLVEMENT PROCESS:**

The public hearing will be held on June 3, 2024 as a part of the adoption process.

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

The amended budget provides for the delivery of services and construction of capital projects throughout the community.

**ALTERNATIVES:**

Not approving the attached supplemental budget could result in overspending current budget appropriations. The City is required to disclose all excess of expenditures over appropriations in the Annual Comprehensive Financial Report (ACFR).

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3145
  - A. Exhibit A - Need, Purpose and Amount: Detail by Fund & Category

**RESOLUTION NO. 3145**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2023-24.**

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2023-24 by Resolution 3145; and

WHEREAS, certain expenditures are expected to exceed the original adopted budget in some of the City's funds and budgetary transfers are necessary within these funds to provide adequate appropriation levels to expend the unforeseen costs; and

WHEREAS, ORS 294.463 provides that a city may adjust appropriations within appropriation categories provided the enabling resolution states the need for the adjustment, purpose of the expenditure and corresponding amount of appropriation; and,

WHEREAS, all transfers from contingencies within the fiscal year to date that exceed fifteen percent (15%) of the fund's total appropriations are included in the supplemental budget adjustment request; and,

WHEREAS, all expenditure transfers within the fiscal year to date in aggregate exceed ten percent (10%) of the fund's total expenditures are included in the supplemental budget adjustment request; and,

WHEREAS, consistent with local budget law and based upon the foregoing, the staff report in this matter and public hearing input, the public interest is served in the proposed supplemental budget adjustment,

WHEREAS, to facilitate clarification of the adjustments in this resolution, Attachment A to this resolution provides a summary by fund of the appropriation categories affected by the proposed transfer of budget appropriation and the purpose of the expenditure.

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

The City amends and adjusts the estimated revenues and appropriations within the funds and categories delineated and set forth in Attachment A, attached hereto and incorporated by reference herein as if fully set forth.

This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 3<sup>rd</sup> day of June, 2024, and filed with the Wilsonville City Recorder this date.

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JULIE FITZGERALD, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

EXHIBIT:

- A. Need, Purpose and Amount: Detail by Fund & Category

**ATTACHMENT A**  
**NEED, PURPOSE AND AMOUNT: DETAIL BY FUND & CATEGORY**

	<b>Current Appropriations</b>	<b>Change in Appropriations</b>	<b>Amended Appropriations</b>
<b>110-General Fund</b>			
<b>Resources</b>			
Taxes	\$ 15,090,000	\$ -	\$ 15,090,000
Licenses and permits	242,800	-	242,800
Intergovernmental	2,715,173	-	2,715,173
Charges for services	413,164	-	413,164
Other Revenues	181,450	-	181,450
Fines and forfeitures	250,000	-	250,000
Investment Revenue	304,600	-	304,600
Proceeds of interfund loan	1,015,100	-	1,015,100
Transfers in	5,057,396	2,888	5,060,284
Fund balances - beginning	18,658,339	-	18,658,339
Total Resources	<u>\$ 43,928,022</u>	<u>\$ 2,888</u>	<u>\$ 43,930,910</u>
<b>Requirements</b>			
Administration	\$ 2,226,115	\$ -	\$ 2,226,115
Finance	1,873,530	-	1,873,530
Information Technology/GIS	1,800,068	-	1,800,068
Legal	782,122	-	782,122
Human Resources and Risk Mana	1,179,950	-	1,179,950
Public Works Administration	988,470	-	988,470
Facilities	1,984,287	-	1,984,287
Parks Maintenance	2,694,167	37,000	2,731,167
Parks & Recreation	2,020,258	-	2,020,258
Library	2,493,968	-	2,493,968
Law/Code Enforcement	6,557,308	-	6,557,308
Municipal Court	256,060	-	256,060
Debt Service	1,134,284	-	1,134,284
Transfers to Other Funds	9,277,843	-	9,277,843
Contingency	5,017,392	(34,112)	4,983,280
<i>Unappropriated</i>	3,642,200	-	3,642,200
Total Requirements	<u>\$ 43,928,022</u>	<u>\$ 2,888</u>	<u>\$ 43,930,910</u>
Resource increases are due to overhead from capital improvement project (CIP) changes. Requirement increase for the remediation of the sink hole in Villebois.			



<b>231-Community Development Fund</b>						
<b>Resources</b>						
Licenses and permits	\$	848,302	\$	-	\$	848,302
Intergovernmental		21,713		-		21,713
Charges for services		747,714		-		747,714
Investment Revenue		44,400		-		44,400
Transfers in		3,335,385		45,000		3,380,385
Fund balances - beginning		1,455,375		-		1,455,375
<b>Total Resources</b>	<b>\$</b>	<b>6,452,889</b>	<b>\$</b>	<b>45,000</b>	<b>\$</b>	<b>6,497,889</b>
<b>Requirements</b>						
C.D. Administration	\$	656,240	\$	-	\$	656,240
Engineering		2,477,824		-		2,477,824
Planning		1,354,580		-		1,354,580
Transfers to Other Funds		729,639		-		729,639
Contingency		336,906		45,000		381,906
<i>Unappropriated</i>		897,700		-		897,700
<b>Total Requirements</b>	<b>\$</b>	<b>6,452,889</b>	<b>\$</b>	<b>45,000</b>	<b>\$</b>	<b>6,497,889</b>
Resource increases are due to overhead from CIP changes.						
<b>240-Road Operating Fund</b>						
<b>Requirements</b>						
Road Operations	\$	1,440,582	\$	100,000	\$	1,540,582
Debt Service		358,000		-		358,000
Transfers to Other Funds		2,708,462		40,000		2,748,462
Contingency		966,917		(140,000)		826,917
<i>Unappropriated</i>		228,500		-		228,500
<b>Total Requirements</b>	<b>\$</b>	<b>5,702,461</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>5,702,461</b>
Requirement increase for French Prairie Road Pathway Repairs, increased cost of annual Traffic Signal Maintenance, and Public Works Standards Update (CIP 4110).						
<b>241-Road Maintenance Fund</b>						
<b>Requirements</b>						
Transfers to Other Funds	\$	4,235,000	\$	1,720	\$	4,236,720
Contingency		2,142,932		(1,720)		2,141,212
<b>Total Requirements</b>	<b>\$</b>	<b>6,377,932</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>6,377,932</b>
Requirement increase to fund Boones Ferry Road Street Maintenance (CIP 4215).						

<b>520-Sewer Operating Fund</b>			
<b>Requirements</b>			
Wastewater Collections	\$ 1,364,647	\$ -	\$ 1,364,647
Wastewater Treatment Plant	3,332,276	-	3,332,276
Debt Service	2,880,000	-	2,880,000
Transfers to Other Funds	12,328,059	30,407	12,358,466
Contingency	1,707,817	(30,407)	1,677,410
<i>Unappropriated</i>	915,000	-	915,000
<b>Total Requirements</b>	<b>\$ 22,527,799</b>	<b>\$ -</b>	<b>\$ 22,527,799</b>
Requirement increase to fund Boberg Diversion Structure (CIP 2100) and Wastewater Treatment Plant Master Plan (CIP 2104).			
<b>570-Stormwater Fund</b>			
<b>Requirements</b>			
Stormwater Maintenance	\$ 1,155,160	\$ -	\$ 1,155,160
Debt Service	838,000	-	838,000
Transfers to Other Funds	7,145,858	27,340	7,173,198
Contingency	730,891	(27,340)	703,551
<i>Unappropriated</i>	232,000	-	232,000
<b>Total Requirements</b>	<b>\$ 10,101,909</b>	<b>\$ -</b>	<b>\$ 10,101,909</b>
Requirement increase to fund Stormwater Master Plan Update (CIP 7064).			
<b>525-Sewer Capital Projects Fund</b>			
<b>Resources</b>			
Investment Revenue	\$ 1,500	\$ -	\$ 1,500
Transfers in	11,698,033	34,000	11,732,033
Fund balances - beginning	56,323	-	56,323
<b>Total Resources</b>	<b>\$ 11,755,856</b>	<b>\$ 34,000</b>	<b>\$ 11,789,856</b>
<b>Requirements</b>			
Capital Projects	\$ 10,813,340	\$ 32,850	\$ 10,846,190
Transfers to Other Funds	625,373	1,150	626,523
Contingency	317,143	-	317,143
<b>Total Requirements</b>	<b>\$ 11,755,856</b>	<b>\$ 34,000</b>	<b>\$ 11,789,856</b>
Requirement increases are to fund Boberg Diversion Structure (CIP 2100) and Wastewater Treatment Plant Master Plan (CIP 2104), with transfers in from Sewer Operating Fund and Sewer SDC Fund.			

<b>345-Road Capital Projects Fund</b>						
<b>Resources</b>						
Intergovernmental	\$	528,077	\$	-	\$	528,077
Investment Revenue		60,000		-		60,000
Transfers in		23,741,747		41,720		23,783,467
Fund balances - beginning		3,525,766		-		3,525,766
Total Resources	\$	27,855,590	\$	41,720	\$	27,897,310
<b>Requirements</b>						
Capital Projects	\$	26,075,810	\$	(63,338)	\$	26,012,472
Transfers to Other Funds		1,275,046		105,058		1,380,104
Contingency		504,734		-		504,734
Total Requirements	\$	27,855,590	\$	41,720	\$	27,897,310
Requirement increase for Frog Pond / Advance Road Master Planning (CIP 3001), Town Center Concept Plan Implementation (CIP 3004), Public Works Standards Update (CIP 4110), and Boones Ferry Road Street Maintenance (CIP 4215), with transfer in from Road Operating Fund and Road Maintenance Fund.						
<b>575-Stormwater Capital Projects Fund</b>						
<b>Resources</b>						
Investment Revenue	\$	300	\$	-	\$	300
Transfers in		7,059,507		54,680		7,114,187
Fund balances - beginning		9,731		-		9,731
Total Resources	\$	7,069,538	\$	54,680	\$	7,124,218
<b>Requirements</b>						
Capital Projects	\$	6,373,695	\$	48,000	\$	6,421,695
Transfers to Other Funds		377,752		6,680		384,432
Contingency		318,091		-		318,091
Total Requirements	\$	7,069,538	\$	54,680	\$	7,124,218
Requirement increase for Stormwater Master Plan Update (CIP 7064), with transfer in from Stormwater Operating Fund and Stormwater SDC Fund.						
<b>526-Sewer Development Charges Fund</b>						
<b>Requirements</b>						
Materials & Services	\$	22,930	\$	-	\$	22,930
Transfers to Other Funds		1,905,265		3,593		1,908,858
Contingency		102,990		(3,593)		99,397
Total Requirements	\$	2,031,185	\$	-	\$	2,031,185
Requirement increase to fund Wastewater Treatment Plant Master Plan (CIP 2104).						
<b>576-Stormwater Development Charges Fund</b>						
<b>Requirements</b>						
Materials & Services	\$	5,980	\$	-	\$	5,980
Transfers to Other Funds		1,140,868		27,340		1,168,208
Contingency		3,220,984		(27,340)		3,193,644
Total Requirements	\$	4,367,832	\$	-	\$	4,367,832
Requirement increase to fund Stormwater Master Plan Update (CIP 7064).						

## **Proclamation Declaring June 19, 2024, as “Celebration of Juneteenth in Wilsonville”**

WHEREAS, the Emancipation Proclamation, was an executive order issued by President Abraham Lincoln on September 22, 1862, effective January 1, 1863, that freed approximately 3.5 million slaves in the Confederate states; and

WHEREAS, while President Abraham Lincoln had officially freed the slaves, enforcement of this order became difficult to enforce in areas where there were few Union soldiers. Texas, in particular, remained unaffected, as it was geographically isolated from Union troops and thus was the last confederate state to have the proclamation announced; and

WHEREAS, many slave owners moved to Texas looking to not be affected by the enforcement of the proclamation. By the end of the Civil War on April 9, 1865, the number of slaves in Texas had increased by tens of thousands, despite the proclamation; and

WHEREAS, on June 19, 1865, Major General Gordon Granger from the Headquarters District of Texas in Galveston, with more than 2,000 Union troops, traveled to every county in Texas informing the people that all slaves were free; and

WHEREAS, the Juneteenth celebration was started a year later in Texas to celebrate the importance of June 19 with the announcement that slavery had been abolished. It was from this celebration that Juneteenth (“June” combined with “nineteenth”) was born; and

WHEREAS, Juneteenth became a national holiday on June 19, 2021 after President Biden signed the Juneteenth National Independence Day Act into law; and

WHEREAS, Wilsonville’s Diversity, Equity and Inclusion committee will host a community celebration on the Wednesday June 19, Juneteenth, 2024; and

WHEREAS, traditions include public readings of the Emancipation Proclamation, singing traditional songs such as "Swing Low, Sweet Chariot" and "Lift Every Voice and Sing", and reading of works by noted African-American writers such as Ralph Ellison and Maya Angelou, as well as sharing of slave food delicacies, including the barbecue pit, and certain foods that became popular and synonymous with Juneteenth celebrations, such as strawberry soda-pop.

NOW THEREFORE, I, Julie Fitzgerald, Mayor of the City of Wilsonville, encourage all citizens to join with our neighbors and Wilsonville’s African American community to declare June 19, 2024, as “Celebration of Juneteenth in Wilsonville.”

Dated the 3<sup>rd</sup> day of June 2024.

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Julie Fitzgerald, Mayor

**CITY OF WILSONVILLE**

**Proclamation Declaring the Month of June 2024 as  
Pride Month**

**WHEREAS**, June is celebrated as LGBTQIA+ Pride Month nationwide to commemorate the beginning of the Stonewall Uprising in New York; and

**WHEREAS**, Wilsonville is a community that includes and values its Lesbian, Gay, Bisexual, Transgender, Questioning, Queer, Asexual, and Allied (LGBTQIA+) residents; and

**WHEREAS**, Wilsonville's LGBTQIA+ community is a diverse and essential part of our city who contribute to the widespread academic, economic, artistic, political, and social spheres within and around the Wilsonville community; and

**WHEREAS**, Pride Month in Wilsonville is meant to raise awareness of the prejudice and discrimination still facing members of the LGBTQIA+ community and honor their power and perseverance in fighting discrimination in all its forms; and

**WHEREAS**, everyone is entitled to equal rights freely granted to all Americans regardless of race, religion, gender identity or sexual orientation; and

**WHEREAS**, our city will stand up to hurtful speech and reinforce our efforts to attract a workforce that is representative of our community so that Wilsonville becomes a more vibrant, diverse, and livable community; and

**WHEREAS**, the valuable contributions made by our family, friends and neighbors who represent the diverse Wilsonville LGBTQIA+ community promote innovation and positive change with lasting effects within our city.

**NOW THEREFORE BE IT RESOLVED THAT I**, Julie Fitzgerald, Mayor of the City of Wilsonville, Oregon, do hereby proclaim June as

**PRIDE MONTH**

In Wilsonville, Oregon and urge all residents to respect and honor our diverse community and celebrate and build a culture of inclusiveness and acceptance.

Dated this 3<sup>rd</sup> day of June 2024.

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Julie Fitzgerald, Mayor