



AMENDED CITY COUNCIL MEETING AGENDA

February 24, 2022 at 7:00 PM

City Hall Council Chambers & Remote Video Conferencing

PARTICIPANTS MAY WATCH THE CITY COUNCIL MEETING AT:
City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon
YouTube: <https://youtube.com/c/CityofWilsonvilleOR>
Zoom: <https://us02web.zoom.us/j/81536056468>

TO PROVIDE PUBLIC COMMENT:

Individuals may submit comments via email, or mail written comments, or participate remotely by registering with the City Recorder:
CityRecorder@ci.wilsonville.or.us or 503-570-1506
City Recorder - Wilsonville City Hall
29799 SW Town Center Loop East, Wilsonville, OR 97070

CITY COUNCIL MISSION STATEMENT

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

EXECUTIVE SESSION [5:00 PM]

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

ADJOURN:

Break to switch Zoom accounts [10 min.]

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

COUNCILORS' CONCERNS [6:15 PM]

PRE-COUNCIL WORK SESSION [6:20 PM]

- A. [Vertical Housing Development Zones \(VHDZ\) \(Rybold/Lorenzen\)](#)

ADJOURN [6:50 PM]

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Thursday, February 24, 2022 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on February 8, 2022. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

CALL TO ORDER [7:00 PM]

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

MAYOR'S BUSINESS [7:05 PM]

4. [Upcoming Meetings](#)
5. [Arts, Culture, and Heritage Commission & Parks and Recreation Advisory Board Appointments](#)

COMMUNICATIONS [7:20 PM]

6. [Family Empowerment Center \(Horton/Sullivan/Kilstrom\)](#)

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:35 PM]

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

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [7:45 PM]

7. Council President Akervall
8. Councilor Lehan
9. Councilor West
10. Councilor Linville

CONSENT AGENDA [8:05 PM]

11. [Resolution No. 2952](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With R.L. Reimers Co. For The Corral Creek And Rivergreen Lift Stations Rehabilitation Project \(Capital Improvement Project #2105\). \(Nacrelli\)](#)

12. [Resolution No. 2953](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Braun Construction & Design, LLC DBA Braun Construction For Construction Of The 95th Avenue Storm Line Repairs Project \(Capital Improvement Project 7062\). \(Palmer\)](#)

13. [Resolution No. 2962](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement Contract Amendment With Stantec Consulting Services For Construction Support Services For The Willamette River Water Treatment Plant Expansion Project \(Capital Improvement Project #1144\). \(Nacrelli\)](#)

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

NEW BUSINESS [8:10 PM]

CONTINUING BUSINESS [8:10 PM]

PUBLIC HEARING [8:10 PM]

15. [Ordinance No. 854 - 1st Reading \(Quasi-Judicial\)](#)

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

16. [Ordinance No. 855 - 1st Reading \(Quasi-Judicial\)](#)

[An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Clackamas County Rural Residential Farm Forest 5-Acre \(RRFF-5\) Zone To The Residential Neighborhood \(RN\) Zone On Approximately 8.46 Acres On The West Side Of SW Stafford Road North Of SW Frog Pond Lane; The Land Is More Particularly Described As Tax Lots 100, 300 And 302, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Venture Properties, Inc., Applicant. \(Bradford\)](#)

CITY MANAGER'S BUSINESS [8:25 PM]

LEGAL BUSINESS [8:30 PM]

ADJOURN [8:35 PM]

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

Time frames for agenda items are not time certain (i.e. agenda items may be considered earlier than indicated). The city will endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting by contacting the City Recorder at CityRecorder@ci.wilsonville.or.us or 503-570-1506: assistive listening devices (ALD), sign language interpreter, bilingual interpreter. Those who need accessibility assistance can contact the city by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication. Habrá intérpretes disponibles para aquellas personas que no hablan Inglés, previo acuerdo. Comuníquese al 503-570-1506.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 24, 2022	Subject: Vertical Housing Development Zones (VHDZ) Staff Members: Kimberly Rybold, AICP, Senior Planner and Matt Lorenzen, Economic Development Manager Department: Community Development	
Action Required	Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Confirm draft local Vertical Housing Development Zone criteria.		
Recommended Language for Motion: N/A		
Project / Issue Relates To:		
<input checked="" type="checkbox"/> Council Goals/Priorities: Equitable Housing Strategic Plan Implementation	<input checked="" type="checkbox"/> Adopted Master Plan(s): Villebois Village Master Plan, Town Center Plan	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

The project team will share draft local criteria to promote active ground floor uses in future Vertical Housing Development Zones in Wilsonville.

EXECUTIVE SUMMARY:

A Vertical Housing Development Zone (VHDZ) offers a partial property tax exemption on building improvement value for mixed-use developments that include housing with non-residential use on the ground floor. The amount of tax exemption increases based on the number of residential floors above the ground floor of the project. The partial abatement lasts for a period of 10 years, beginning with the first tax year in which, as of the assessment date, the project is occupied or ready for occupancy following its approval by the City.

Two recent planning processes, the Town Center Plan and Equitable Housing Strategic Plan, identified the use of VHDZ as a tool to incentivize multi-story, mixed-use development in specific locations in Wilsonville. The 2019 Town Center Plan included a short-term implementation action (ED.10 – Consider Adopting a VHDZ) to explore locations in Town Center where this may be a suitable tool to help achieve the Plan’s goals by stimulating targeted construction of vertical mixed-use buildings. The 2020 Equitable Housing Strategic Plan included VHDZ as one of the tax abatements to explore (Action 1D: Create Housing Tax Abatement Programs to Achieve Housing Diversity and Affordability) to promote the development of housing with access to services and amenities in the Villebois Village Center and Town Center.

At the November 15, 2021 work session, the project team shared a research memo summarizing conversations with the three cities in the Portland region that have adopted VHDZ programs with some local criteria (Tigard, Milwaukie, and Beaverton) to get input on which criteria would be best suited to address Council’s prior direction to ensure that eligible VHDZ projects provide active ground floor spaces that will be accessible to the public. Based on the findings, City Council supported the recommended list of criteria the City could use to further define VHDZ project eligibility, which included the following:

- Design criteria for qualified commercial spaces, including direct entrances to the street, and a requirement for staff review and approval that the design meets the criteria.
- Specific live/work design criteria and limits on how much of the required non-residential floor area can be met through live/work space in a project.
- A requirement for policy consistency with adopted plans for each area, to be verified by staff at the time of application.

State statute identifies the following minimum eligibility requirements for ground floor nonresidential uses:

- At least 50 percent of the project’s ground floor that fronts on the primary public street must be committed to nonresidential use. If a project has access to only one public street, the square footage of driveways, loading docks, bike storage, garbage receptacles and building entryways shall be excluded before applying the 50 percent test.
- For the project’s ground floor to be considered committed to nonresidential use, all ground floor interior spaces that front on the primary public street must be constructed to building code standards for commercial use or planned for commercial use upon completion.

The draft local criteria (Attachment 1) reflect prior Council guidance and further define qualified nonresidential space as follows:

- In addition to providing a direct entrance from the street to each qualified space, the ground floor must meet all applicable building design standards for commercial/mixed-use ground floor spaces and storefront design as required by adopted Master Plans or the Development Code. Since both the Village Center Architectural Standards and Town Center Zone regulations contain design standards that address elements such as ground floor height and exterior design, façade windows, awnings/covered entrances, and storefront design for commercial/mixed-use space, requiring adherence to these standards will ensure that eligible projects are designed to support ground floor activity.
- Spaces designed for the exclusive use of residents and their guests, such as lobbies, fitness rooms, and other resident amenities, are not considered “nonresidential” for the purpose of determining a project’s compliance with the 50 percent nonresidential use requirement along the primary public street frontage of a building.
- Spaces meeting the Building Code definition of a live/work unit must be designed in a manner that ensures visibility and accessibility from the street frontage. The draft criteria require the nonresidential portion of the unit to be adjacent to and accessible from the entrance to the primary public street, and require that this area is or can be separated from the residential portion of the unit. Only the portion of the unit designed for nonresidential use may count towards the 50 percent nonresidential use requirement
- Instead of creating a percentage cap on the use of live/work units to meet the 50 percent nonresidential use requirement, the draft criteria require a minimum of one nonresidential tenant space per building that is specifically *not* live-work. This ensures that leasable spaces are created regardless of the overall building footprint, while allowing for a broader range of active ground floor uses, such as community meeting rooms or pop-up libraries that are publicly accessible. It also allows the zoning code, the market, and the developer to determine how to most efficiently allocate the balance of the nonresidential space on the ground floor, while maintaining VHDZ eligibility.
- Projects must demonstrate consistency with goals, policies, and/or objectives in applicable adopted plans for the project site, to the City's satisfaction. This will allow staff to exercise discretion in determining that proposed VHDZ projects meet eligibility requirements.

At this work session, the project team seeks confirmation that the City should adopt the attached draft local criteria as part of the City’s VHDZ program. Based on City Council direction, the project team will move forward with the adoption process to establish VHDZ in the Villebois Village Center and in Town Center.

EXPECTED RESULTS:

City Council will confirm the draft local criteria for eligible VHDZ projects.

TIMELINE:

Pending City Council direction, the City will send required notices and prepare documentation to implement VHDZ, with adoption anticipated in May 2022.

CURRENT YEAR BUDGET IMPACTS:

Total project scope is approximately \$45,000. Funding for consultant services will be partially funded by professional services funds from the Planning Division budget, supplemented by funding from CIP project #3004 for Town Center related VHDZ work. The amended budget for FY2021-22 includes approximately \$280,000 for Town Center Implementation. Staff time will be required to create and administer the VHDZ program.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 2/7/2022

LEGAL REVIEW:

Reviewed by: BAJ Date: 2/10/2022

COMMUNITY INVOLVEMENT PROCESS:

The Town Center Plan included a robust and inclusive public outreach process where VHDZ was identified as an implementation action. The priorities identified in the Equitable Housing Strategic Plan, including tax abatements for housing, were generated through a community input process that included focus groups, surveys, and Task Force input. Any mixed-use development qualifying for VHDZ will go through the typical City development review process before the Development Review Board, which allows for public comment from residents, neighbors and property owners. Adoption of the City's VHDZ program will occur through a public process that welcomes input from citizens and taxing districts.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Adoption of VHDZ would provide a targeted incentive for active and publicly accessible ground-floor uses to support the community's vision for more vibrant, walkable, mixed-use places as called for in the Villebois Village Master Plan and Town Center Plan. Ultimately, adoption of VHDZ can create long-term community wealth through the construction of mixed-use buildings that will be fully taxed after the partial abatement ends.

ALTERNATIVES:

City Council can request modifications to the draft local criteria prior to adoption of a VHDZ program or recommend adoption of VHDZ with only the State statutory requirements.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Wilsonville VHDZ – Local Criteria Language: January 2022

DATE: January 26, 2022
TO: Kim Rybold, City of Wilsonville
FROM: Becky Hewitt and Oscar Saucedo-Andrade, ECONorthwest
SUBJECT: Wilsonville VHDZ—Draft Local Criteria Language

Wilsonville Vertical Housing Development Zone—Draft Local Design Criteria

Local Design Criteria

For a project to be certified for VHDZ, it must be located within the identified boundaries as shown on the attached maps and meet the following requirements:

(1) In addition to the project certification requirements under ORS 307.858 related to ground floor nonresidential use, the following criteria apply to ground floor interior spaces intended to qualify as nonresidential use:

- **Direct street access required:** Each space must have a direct entrance to/from the primary public street.
- **Commercial/mixed-use design required for ground floor:** The ground floor must meet all applicable design standards for commercial/mixed-use ground floor spaces and any applicable architectural standards related to commercial/mixed use buildings and storefront design.

Discussion Note: A brief summary of the applicable standards under current regulations is provided below.

Town Center: 15' minimum ground floor height, 60% window coverage on ground floor façade, weather protection (e.g., awnings) required on street-facing façade, one entry door per business that is covered or recessed

Villebois Village Center: division between base and top of building, storefront design that is different from residential window style and differentiated for each tenant, direct access through storefront entries, canopies or awnings over storefront windows, include several decorative elements from a list on ground-floor street-facing façade

- **Residential common areas excluded:** Common areas for the exclusive use of building residents and their guests (e.g., fitness centers, lobbies, and amenity spaces for residents) are not considered a nonresidential use.
- **Design of live/work space:** The nonresidential area of ground-floor spaces that meet building code requirements for live/work units may qualify as a nonresidential use, provided the following criteria are met:
 - The nonresidential area is adjacent to and accessible from the entrance to the primary public street.

- The nonresidential area is or can be separated from the residential area (e.g., with walls, half-walls, different levels, etc.).

Discussion Note: The building code includes definitions and special standards for live/work space that include provisions requiring differentiation of the residential and nonresidential areas within the unit. Only the nonresidential area (which is limited to 50% of the total unit area and must be on the ground floor per building code) would count towards the nonresidential use for VHDZ.

- **Commercial or community-serving space required:** Each building must include at least one (1) nonresidential space that fronts the primary public street and meets one of the following criteria:
 - Commercial space designed for use by an entity engaged in the exchange of goods or services with the public, excluding live/work space.
 - Community-serving space that provides access and benefits to the broader community beyond building residents and their guests.

(2) The project must demonstrate consistency with the applicable goals, policies, and/or objectives in adopted Master Plans for the project site, to the City's satisfaction.

Discussion Note: Relevant policies, goals, and objectives in currently-adopted plans are noted below:

Town Center: Relevant Goals

Goal 2 Harmonious Design. Ensure buildings and streets are pedestrian-oriented and there are a variety of quality building types and land uses.

Goal 3 Mixed-Uses. Encourage development that provides interconnected land uses that incorporate play and recreation, with a range of retail, services, dining and entertainment options, and increased opportunities for residential and employment uses.

Goal 6 Economic Prosperity. Create opportunities to support and grow existing businesses and attract new businesses that provide a diverse range of local and regional retail, entertainment, and commercial activities.

Villebois Village Center: Relevant Goal and Policies:

The Villebois Village shall include a mixed-use Village Center that will be the core of the community.

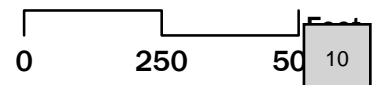
1. The Village Center shall be a highly pedestrian-oriented place that is the focus of a mix of residential, shopping, service, and civic and mixed-use buildings.
3. The Village Center shall include a civic plaza to serve as a community gathering space, along with a main street environment establishing a social atmosphere that encourages residents and visitors to linger and interact.
4. Connectivity to the Village Center from adjacent neighborhoods shall ensure that services are centralized and convenient to pedestrian-oriented shopping.
5. The core area of the Village Center shall provide for mixed-use residential, retail, and employment areas that may include office uses and live-work housing opportunities.



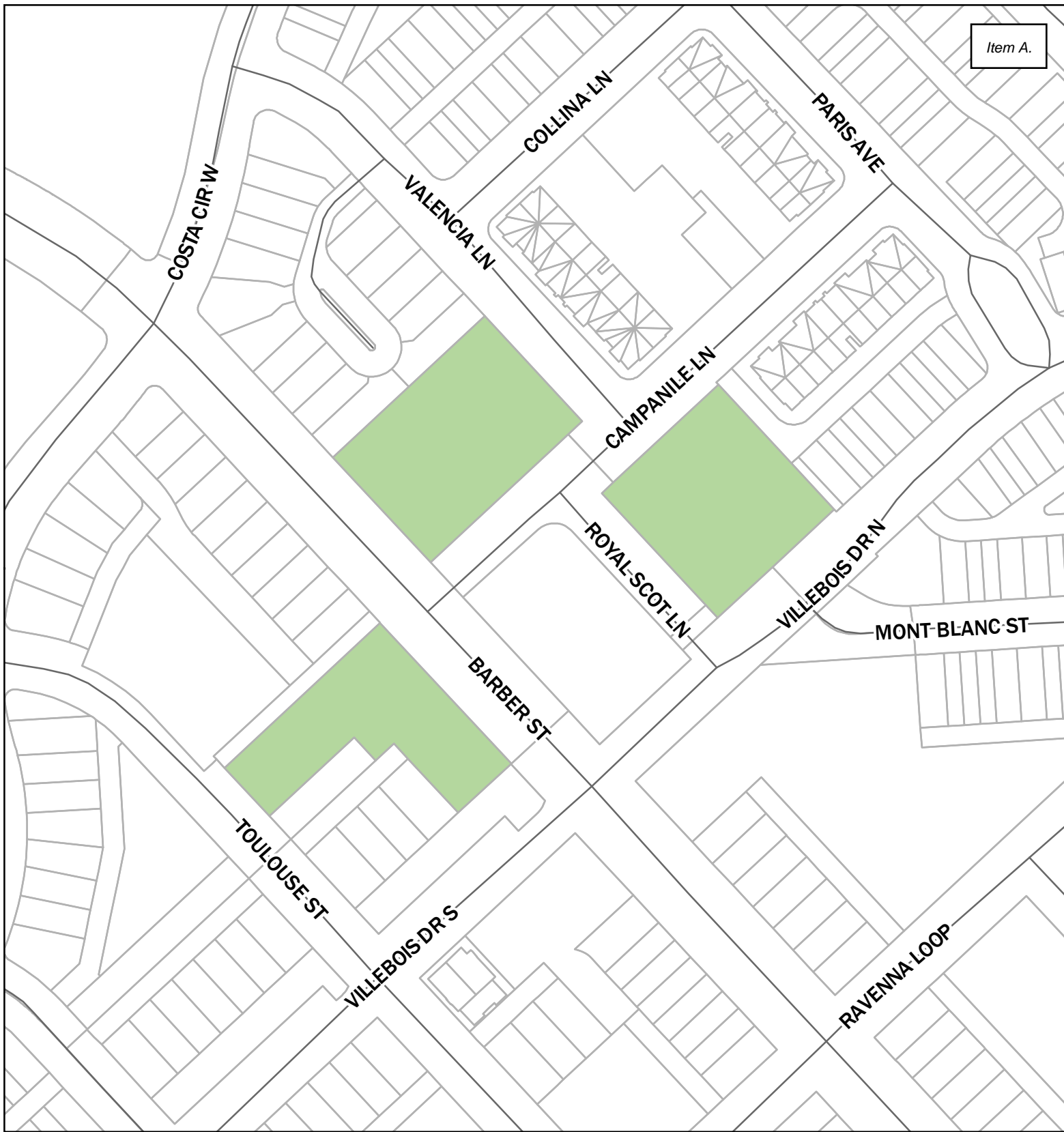
Vertical Housing Development Zone

Town Center



- VHDZ Area
- Tax Lots

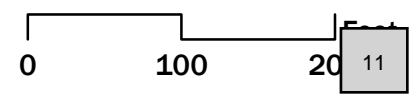


Map Date - February 2022



Vertical Housing Development Zone Villebois Village Center

-  VHDZ Area
-  Tax Lots



CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings

Items known as of 02/10/22

February

Date	Day	Time	Event	Location
2/28	Monday	6:30 p.m.	DRB Panel B - CANCELLED	Council Chambers

March

Date	Day	Time	Event	Location
3/7	Monday	7:00 p.m.	City Council Meeting	Council Chambers
3/8	Tuesday	6:00 p.m.	Diversity, Equity and Inclusion (DEI) Committee	Virtual
3/9	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
3/14	Monday	6:30 p.m.	DRB Panel A	Council Chambers
3/21	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
3/23	Thursday	6:30 p.m.	Library Board Meeting	Library
3/28	Monday	6:30 p.m.	DRB Panel B	Council Chambers
3/29	Tuesday	6:00 p.m.	Wilsonville-Metro Community Enhancement Committee	Virtual
3/29	Wednesday	6:00 p.m.	Wilsonville-Metro Community Enhancement Committee	Virtual

Community Events:

- 2/28 Body Sculpt from 10:00 a.m. – 11:00 a.m. at the Stein-Boozer Barn
- 2/28 Bridge Group 1:00 p.m. - 4:00 a.m. at the Community Center
- 2/28 Body Sculpt from 5:45 p.m. – 6:45 p.m. at the Stein-Boozer Barn
- 2/28 English Class & Conversation Group from 6:00 p.m. – 7:30 p.m. online
- 3/1 Quilters from 9:00 a.m. – 11:45 a.m. at the Tauchman House
- 3/1 Toddler and Baby Time from 10:30 a.m. - 11:00 a.m. at the Library
- 3/1 Beginning Tai Chi from 2:00 p.m. - 3:00 p.m. at the Community Center
- 3/1 Aurora Airport Open House from 5:00 p.m. – 7:00 p.m. online
- 3/1 Oil Painting from 5:30 p.m. - 9:00 p.m. at the Parks and Recreation Administration Building
- 3/2 Beyond Names & Dates: Filling In the Stories of Our Female Ancestors from 11:00 a.m. to 12:30 p.m. online
- 3/2 Bingo at 12:45 a.m. at the Community Center
- 3/2 Pinochle/Cribbage from 1:00 p.m. – 4:00 p.m. at the Community Center
- 3/2 Body Sculpt from 5:45 p.m. – 6:45 p.m. at the Stein-Boozer Barn
- 3/3 Ukulele Jam from 9:00 a.m. - 11:00 a.m. at the Parks & Rec. Admin Bldg.
- 3/3 Bridge for Beginners from 10:00 a.m. - 11:30 a.m. at the Community Center
- 3/3 Storytime from 10:30 a.m. - 11:00 a.m. at the Stein-Boozer Barn
- 3/4 Body Sculpt from 10:00 a.m. – 11:00 a.m. at the Stein-Boozer Barn
- 3/4 Bridge for Advancing Players from 10:00 a.m. - 11:30 a.m. at the Community Center
- 3/4 Bridge Group 1:00 p.m. - 4:00 a.m. at the Community Center
- 3/4 Crystal Bowl Soundbath Meditation from 6:00 p.m. – 7:00 p.m. at the Community Center
- 3/7 Body Sculpt from 10:00 a.m. – 11:00 a.m. at the Stein-Boozer Barn
- 3/7 Bridge Group 1:00 p.m. - 4:00 a.m. at the Community Center
- 3/7 Body Sculpt from 5:45 p.m. – 6:45 p.m. at the Stein-Boozer Barn
- 3/7 English Class & Conversation Group from 6:00 p.m. – 7:30 p.m. online
- 3/8 Quilters from 9:00 a.m. – 11:45 a.m. at the Tauchman House
- 3/8 Watercolor: Through Artist Eyes from 10:10 a.m. - 12:10 p.m. at the Community Center
- 3/8 Toddler and Baby Time from 10:30 a.m. - 11:00 a.m. at the Library
- 3/9 Tai Chi Chih Basics from 10:55 a.m. - 11:55 a.m. at the Community Center
- 3/9 Pinochle/Cribbage from 1:00 p.m. – 4:00 p.m. at the Community Center
- 3/9 Body Sculpt from 5:45 p.m. – 6:45 p.m. at the Stein-Boozer Barn

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

**Arts, Culture, and Heritage Commission
& Parks and Recreation Advisory Board
Appointment List for
February 24, 2022 Council Meeting**

Arts, Culture, and Heritage Commission - Appointments (1-Year Term)

Appointment of David Altman, Elaine Swyt and Angela Sims to the Arts, Culture, and Heritage Commission for a term beginning 2/24/2022 to 6/30/2023.

Motion: I move to ratify the appointment of David Altman, Elaine Swyt and Angela Sims to the Arts, Culture, and Heritage Commission for a term beginning 2/24/2022 to 6/30/2023.

Arts, Culture, and Heritage Commission - Appointments (2-Year Term)

Appointment of Steven Traugh, Joan Carlson and Jason Jones to the Arts, Culture, and Heritage Commission for a term beginning 2/24/2022 to 6/30/2024.

Motion: I move to ratify the appointment of Steven Traugh, Joan Carlson and Jason Jones to the Arts, Culture, and Heritage Commission for a term beginning 2/24/2022 to 6/30/2024.

Arts, Culture, and Heritage Commission - Appointments (3-Year Term)

Appointment of Benjamin Mefford, Susan Schenk and Deborah Zundel to the Arts, Culture, and Heritage Commission for a term beginning 2/24/2022 to 6/30/2025.

Motion: I move to ratify the appointment of Benjamin Mefford, Susan Schenk and Deborah Zundel to the Arts, Culture, and Heritage Commission for a term beginning 2/24/2022 to 6/30/2025.

Parks and Recreation Advisory Board – Appointment (Unexpired Term)

Appointment of Amanda Harmon to the Parks and Recreation Advisory Board for a term beginning 2/24/2022 to 12/31/2024.

Motion: I move to ratify the appointment of Amanda Harmon to the Parks and Recreation Advisory Board for a term beginning 2/24/2022 to 12/31/2024.



West Linn - Wilsonville School District Family Empowerment Center

Presented by Maria Horton, Caitlin Sullivan & Andrew Kilstrom

District Staff-Response
to community need

OUR VISION:

Empowering families to become active advocates in their children's education through a culturally responsive, holistic approach.

Opened October of 2020

Wilsonville HS-Central location
accessible to families

approach.

NUESTRA VISIÓN:
Motivar a las familias para llegar a ser los promotores de la educación de sus hijos a través de un enfoque culturalmente integral.



Collaborative effort with district staff and community partners

he who, what, where, when, why, how

Empowered Families = Empowered Students

Item 6.

... children thrive when their families do



August 2021 Kick Off Event

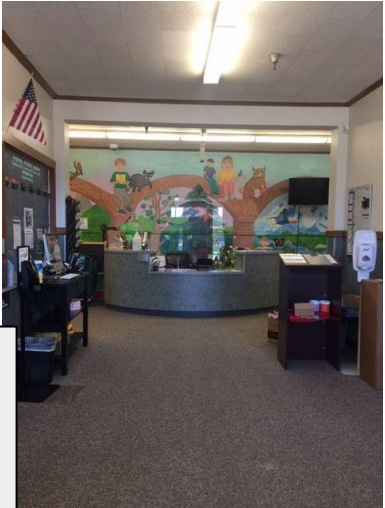
The FEC aims to empower families by learning what they need



Learning from nearby neighbors and partners in the work



Shifting our focus from providing resources to empowering families through workshops and education



Drawing inspiration from the community to provide resources that best fit Wilsonville



- **Robotics Club.**

Item 6.

Learning what they do, how to participate.

- **Workshops that help to support families.**

Computer workshop from Oct 27th - Dec 15th, 2021



... children thrive when their families do

Empowered Families = Empowered Students



Item 6.

Many of our WHS Clubs reached out to FEC to help those in need and still do. This gives the opportunity for them to demonstrate their leadership skills along with service to the community.

“How do we create learning communities for the greatest thinkers and most thoughtful people...for the world?”

Internships



School Clubs

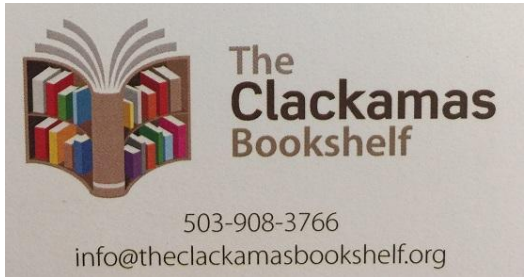




**ODHS District 15 Oregon City/Wilsonville
Self Sufficiency Program (SSP) Family Coach**



Item 6.



- Collaboration between Organizations and WLWV FEC
- Grant opportunities
- Opportunities for parent and student leadership
- Mentors for parents and senior students

Collaboration & Partnership

- We ARE outgrowing this space
- Portables behind BCPS
- Workshops that help to support families
- Volunteer opportunities for community members + businesses
- Internship and partnership with high school students
- Annual events
- Support our Schools, School Counselors and Social Workers.



Questions?



Comments?





CITY COUNCIL MEETING STAFF REPORT

<p>Meeting Date: February 24, 2022</p>	<p>Subject: Resolution No. 2952 Authorizing the City Manager to Execute a Construction Contract with R.L. Reimers Co. for the Corral Creek and Rivergreen Lift Stations Rehabilitation project (Capital Improvement Project 2105)</p> <p>Staff Member: Mike Nacrelli, PE, Senior Civil Engineer</p> <p>Department: Community Development</p>
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p>Comments: N/A</p>
<p>Staff Recommendation: Staff recommends Council adopt the Consent Agenda.</p>	
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>	
<p>Project / Issue Relates To:</p>	
<p><input type="checkbox"/> Council Goals/Priorities:</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s): Wastewater Collection System Master Plan November 2014</p> <p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving the public bid process, accepting the lowest, responsible bidder, and awarding a construction contract to R.L. Reimers Co. in the amount of \$1,325,005 for the construction of the Corral Creek and Rivergreen Lift Stations Rehabilitation (CIP 2105) project (Project).

EXECUTIVE SUMMARY:

The Project will replace equipment and infrastructure at the Corral Creek Lift Station on the Willamette Way West cul-de-sac and the Rivergreen Lift Station on the Belnap Ct. cul-de-sac (Attachment 1). Improvements include installation of new submersible pumps; a new standby generator; electrical upgrades; flow and level instrumentation; SCADA controls; valve vaults; site improvements, landscaping, and irrigation; plus other miscellaneous work.

The Project was identified in the Wastewater Collection System Master Plan adopted in November 2014. It will replace many aging and deteriorating assets, bring electrical systems into compliance with current codes, and improve operational reliability and performance.

The City received two (2) bids by the January 27, 2022 deadline (see Attachment 2 for bid summary) of which R.L. Reimers Co. submitted the lowest, responsive bid.

EXPECTED RESULTS:

The pumping, electrical, and control systems will be upgraded, and corroded concrete and metal assets will be repaired or replaced. Site access for operation and maintenance will be improved, and a permanent standby generator will be installed at one of the lift stations to reduce the risk associated with power outages.

TIMELINE:

Construction is expected to begin in March 2022 with a final completion date scheduled for December 31, 2022.

CURRENT YEAR BUDGET IMPACTS:

CIP 2105 is funded through sewer operating fees and system development charges. The amended FY 2021-22 Wilsonville budget includes \$1,240,470 for engineering, construction, contract administration and overhead for the entirety of the project. The low bid exceeded the engineer's estimate due to the difficulty of accounting for pandemic-related supply chain and labor shortages and their inflationary impact on construction pricing.

Additional budget authorization is needed to add Sewer Operating funds to the Project and will be incorporated into the FY 2022-23 budget. In review of the sewer fund account balance, additional funds are available to support the increased cost of the Project.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 2/9/2022

LEGAL REVIEW:

Reviewed by: BAJ Date: 2/10/2022

COMMUNITY INVOLVEMENT PROCESS:

Outreach to residences in the immediate vicinity of the lift stations was provided by City staff through direct mail. An online meeting was held to solicit input on proposed changes to the lift stations and address concerns pertaining to site access, visual aesthetics, noise, and odor control.

Coordination and outreach to the surrounding community and adjacent property owners will continue throughout construction, providing regular updates and notifications through the use of flyers, door handers, social media posts, press releases and Boones Ferry Messenger articles.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Project will benefit the community by providing more reliable critical wastewater infrastructure and minimizing the risk of failure.

ALTERNATIVES:

Not proceeding with the project will result in increased deterioration of structural assets, greater risk of equipment failure, and increased operations and maintenance costs.

CITY MANAGER COMMENT:

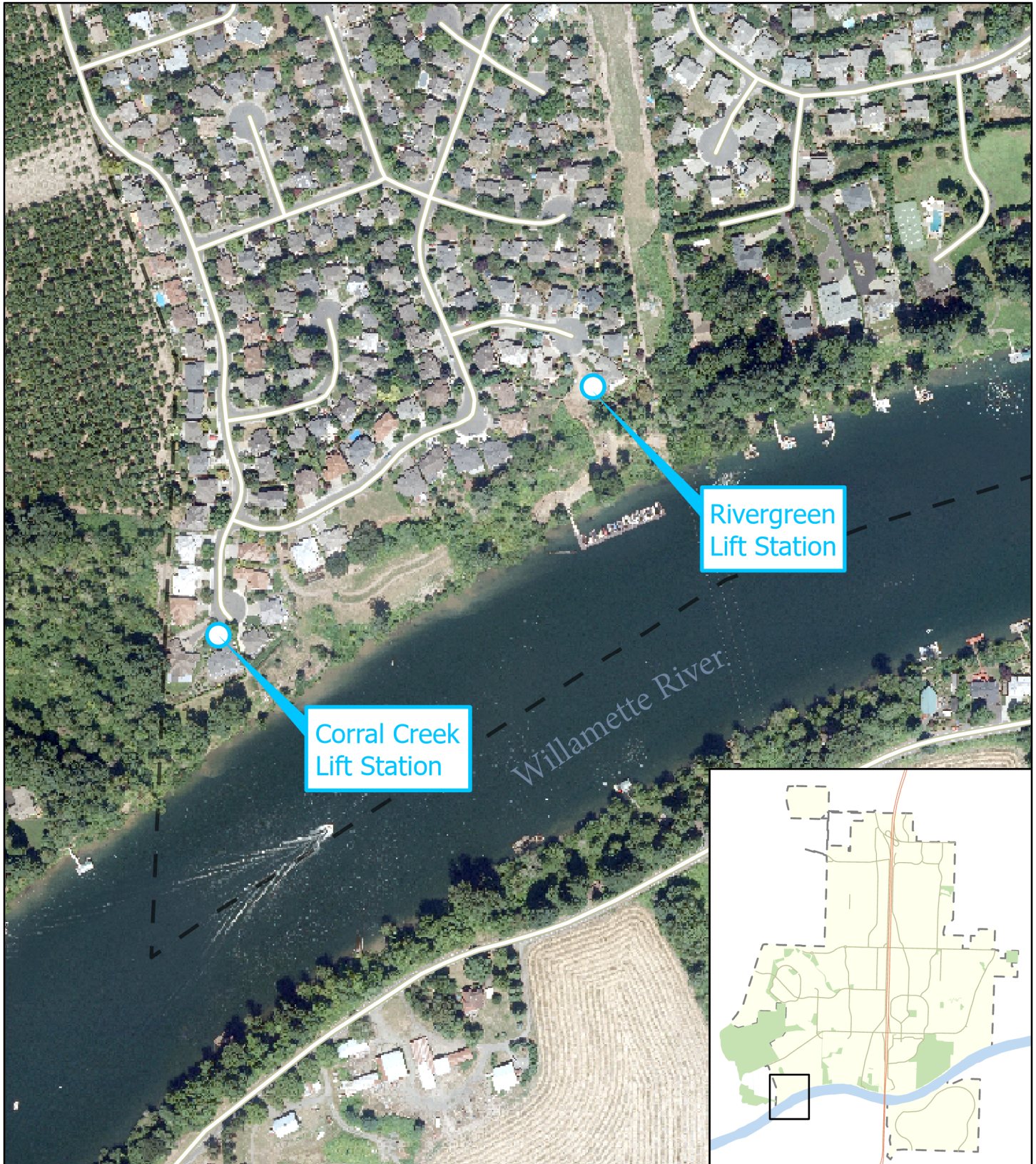
N/A

ATTACHMENTS:

1. Project Location Map
2. Bid Summary
3. Resolution No. 2952
 - A. Corral Creek and Rivergreen Lift Stations Rehabilitation Construction Contract

Attachment 1

Corral Creek and Rivergreen Lift Stations - Vicinity Map



ATTACHMENT 2

BID SUMMARY CORRAL CREEK AND RIVERGREEN LIFT STATIONS REHABILITATION ENGINEER'S ESTIMATE: \$953,000 OWNER: CITY OF WILSONVILLE OPENING DATE: JANUARY 27, 2022 @ 2:00 PM PREPARED BY: CITY OF WILSONVILLE									
Order Opened	Bidder:	Envelope marked: (y/n)	First Tier Sub-Con. (y/n)	Adden. 1 (y/n)	Adden. 2 (y/n)	Prop. Signed (y/n)	Bid Bond (y/n)	Bid Amount:	Appar. Status:
1	McClure and Sons	Y	Y	Y	Y	Y	Y	\$1,399,864.00	2
2	R.L. Reimers	Y	Y	Y	Y	Y	Y	\$1,325,005.00	1

RESOLUTION NO. 2952

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH R.L. REIMERS CO. FOR THE CORRAL CREEK AND RIVERGREEN LIFT STATIONS REHABILITATION PROJECT (CAPITAL IMPROVEMENT PROJECT #2105).

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #2105, known as the Corral Creek and Rivergreen Lift Stations Rehabilitation project (the Project); and

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

WHEREAS, two bids were received and opened on January 27, 2022, and R.L. Reimers Co. submitted a bid of \$1,325,005 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid; and

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and R.L. Reimers Co. submitted the lowest responsive and responsible bid.
2. The City of Wilsonville acting as the Local Contract Review Board authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with R.L. Reimers Co. for the not to exceed amount of \$1,325,005.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 24th day of February 2022, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

A. Corral Creek and Rivergreen Lift Station Rehabilitation Construction Contract

CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the Corral Creek and Rivergreen Lift Stations Rehabilitation Project (“Project”) is made and entered into on this ____ day of _____ 2022 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **R.L. Reimers Co.**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents”: Specifications and Contract Documents for Corral Creek and Rivergreen Lift Stations Rehabilitation Project, dated November 22, 2021, including Plans and Details bound separately; Contractor’s Bid submitted in response thereto; Technical Specifications; City of Wilsonville Special Provisions; 2017 City of Wilsonville Public Works 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. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than December 30, 2022, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at Substantial Completion by no later than December 3, 2022, and at Final Completion by December 30, 2022. See **Section 23** for the definitions of Substantial Completion and Final Completion.

Section 3. Contractor’s Work

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

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

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

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

Section 4. Contract Sum, Retainage, and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor the unit price not-to-exceed amount of ONE MILLION THREE HUNDRED TWENTY-FIVE THOUSAND FIVE DOLLARS (\$1,325,005) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Unit Prices are as more particularly described in the Contract Documents.

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

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

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

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

4.6. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in City of Wilsonville Public Works Standards and Special Provisions, and in ORS 279C.570.

Section 5. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective July 1, 2021, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 6. Filing of Certified Statement

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

Section 7. Reports to Department of Revenue

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

Section 8. City's Rights and Responsibilities

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

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

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

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

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

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

Section 9. City's Project Manager

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

Section 10. Contractor's Project Manager

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

Section 11. Project Information

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

Section 12. Duty to Inform

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

Section 13. Subcontractors and Assignments

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

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

Section 14. Contractor's Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. Subcontractor Requirements

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

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

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

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

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

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

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

Section 16. Environmental Laws

16.1. 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.

16.2. 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.

16.3. 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.

16.4. 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.

16.5. 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.

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

Section 17. Indemnity

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

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

Section 18. Insurance

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

policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

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

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

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

18.1.4. 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.

18.1.5. Workers Compensation Insurance. Contractor, its subcontractors, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for

more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

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

18.1.7. 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.

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

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

Section 19. Bonding Requirements

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

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

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

19.4. Completion Bond. Contractor shall also maintain a two (2) year Completion Bond, in a form acceptable to the City and from a surety acceptable to the City, in the full amount of the Contract Sum.

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

Section 20. Warranty

Warranties are as set forth in the City of Wilsonville Special Provisions of the Contract Documents.

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

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

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

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

Section 21. Early Termination; Default

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

21.1.1. By mutual written consent of the parties;

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

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

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

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

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

Section 22. Suspension of Work

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

Section 23. Substantial Completion, Final Completion, and Liquidated Damages

23.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is 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 facilities are fully functional and ready to use, with only minor punch list items remaining that do not significantly impact public use. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within twenty (20) 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 December 3, 2022 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 23.3 and 23.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

23.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if 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.

23.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of Five Hundred Fifty Dollars (\$550) for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

23.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of December 30, 2022, or any written extension thereof granted by the City, Contractor shall pay the City One Thousand One Hundred Dollars (\$1,100) 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.

23.5. 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.

23.6. 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 24. Contract Modification; Change Orders

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

Section 25. Dispute Resolution

In the event of a dispute concerning performance of this Contract, the parties agree to meet to negotiate the problem. If such negotiation fails, the parties will mediate the dispute using a professional mediator, and the parties will split the cost. If the dispute cannot be resolved in either of

the foregoing ways within thirty (30) days, either party may file suit in Clackamas County Circuit Court. In the alternative, at the City's election, the parties may follow the dispute resolution procedures found in the Special Provisions.

Section 26. Access to Records

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

Section 27. As-Builts

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

Section 28. Notices

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

To City: City of Wilsonville
 Attn: Mike Nacrelli, Civil Engineer
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Contractor: R.L. Reimers Co.
 Attn: Brandon Hageman
 3939 Old Salem Rd NE Ste 200
 Albany, OR 97321

Section 29. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CITY:

R.L. REIMERS CO.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 24, 2022	Subject: Resolution No. 2953 Authorizing the City Manager to Execute a Construction Contract with Braun Construction & Design, LLC dba Braun Construction for the 95th Avenue Storm Line Repairs Project (Capital Improvement Project 7062) Staff Member: Matt Palmer, P.E. Civil Engineer Department: Community Development	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to approve the Consent Agenda.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities	<input checked="" 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 to Braun Construction & Design, LLC dba Braun Construction (“Braun Construction”) in the amount of \$94,618.00 for the construction of the 95th Avenue Storm Line Repairs Project.

EXECUTIVE SUMMARY:

The 95th Avenue Storm Line Repairs Project will replace two (2) existing sections of collapsed and crushed storm piping located within 95th Avenue between Boeckman Road and Nike Drive.

The condition of the 95th Avenue storm pipe sections to be replaced was identified as part of routine maintenance and inspection performed by the Wilsonville Public Works Department. Timing of this storm piping replacement will occur before the start of the Willamette Water Supply Program (WWSP) PLM 1.3 project on 95th Avenue. The WWSP PLM 1.3 project will replace large areas of concrete roadway panels, including the areas where the 95th Avenue Storm Line Repairs project will be performing work. As a result, the 95th Avenue Storm Line Repairs project must be completed in advance of the WWSP PLM 1.3 project to avoid impacting a new paved roadway.

The City received six (6) bids by the February 3, 2022 deadline (see Attachment 2) of which Braun Construction submitted the lowest, responsive bid at \$94,618.00. The original apparent low bidder, Icon Construction & Development, was deemed non-responsive due to not being prequalified by the bid opening date and as a result was disqualified.

EXPECTED RESULTS:

Replace existing sections of collapsed and crushed storm piping within 95th Avenue prior to the start of Willamette Water Supply Program's PLM 1.3 project.

TIMELINE:

Construction is expected to begin April 2022 with a final completion date scheduled for June 2022.

CURRENT YEAR BUDGET IMPACTS:

The 95th Avenue Storm Line Repairs (Project #1128) is funded through the Stormwater Operating Fund. The FY2021-22 Wilsonville budget includes \$192,500 for construction, contract administration, and overhead for the 95th Avenue Storm Line Repairs Project. The contract amount with Braun Construction is \$94,618.00, within the budgeted amount.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 2/9/2022

LEGAL REVIEW:

Reviewed by: BAJ Date: 2/10/2022

COMMUNITY INVOLVEMENT PROCESS:

An informational project website has been created on the City's website to communicate project related impacts and updates. Project information mailers are being prepared to communicate impacts to property owners directly adjacent to the project site on SW Boberg Road. These mailers will include City staff contact and project website information.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The community will benefit from the project by replacing deficient infrastructure with materials designed to remain in good working condition for the next 75 years, improved storm water conveyance and quality, and protection of the 95th Avenue roadway condition above the failed pipe sections.

A project impact includes traffic delay on 95th Avenue during work hours. Due to 95th Avenue being classified as a “major roadway” within the project specifications, roadway work will be limited to between the hours of 9 AM and 3PM which will minimize impacts to peak hour traffic times.

ALTERNATIVES:

Alternatives to replacement at this time include (1) replacement at a later time, and (2) do not replace.

Replacement at a later time (1-5 years) is not recommended as the WWSP PLM 1.3 project will be replacing aged and damaged concrete roadway panels with the pipeline project. Repair of the storm pipe at a later date will require disturbing newly placed roadway panels after replacement, which should be avoided.

Not replacing these sections of storm piping is not recommended as these sections of pipe are highly damaged and need to be replaced as soon as possible to ensure they do not collapse any further and cause system blockages or create a sinkhole, damaging the roadway on 95th Avenue.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Project Location Map
2. Bid Summary
3. Resolution No. 2953
 - A. 95th Avenue Storm Line Repairs Construction Contract

ATTACHMENT 1

Item 12.

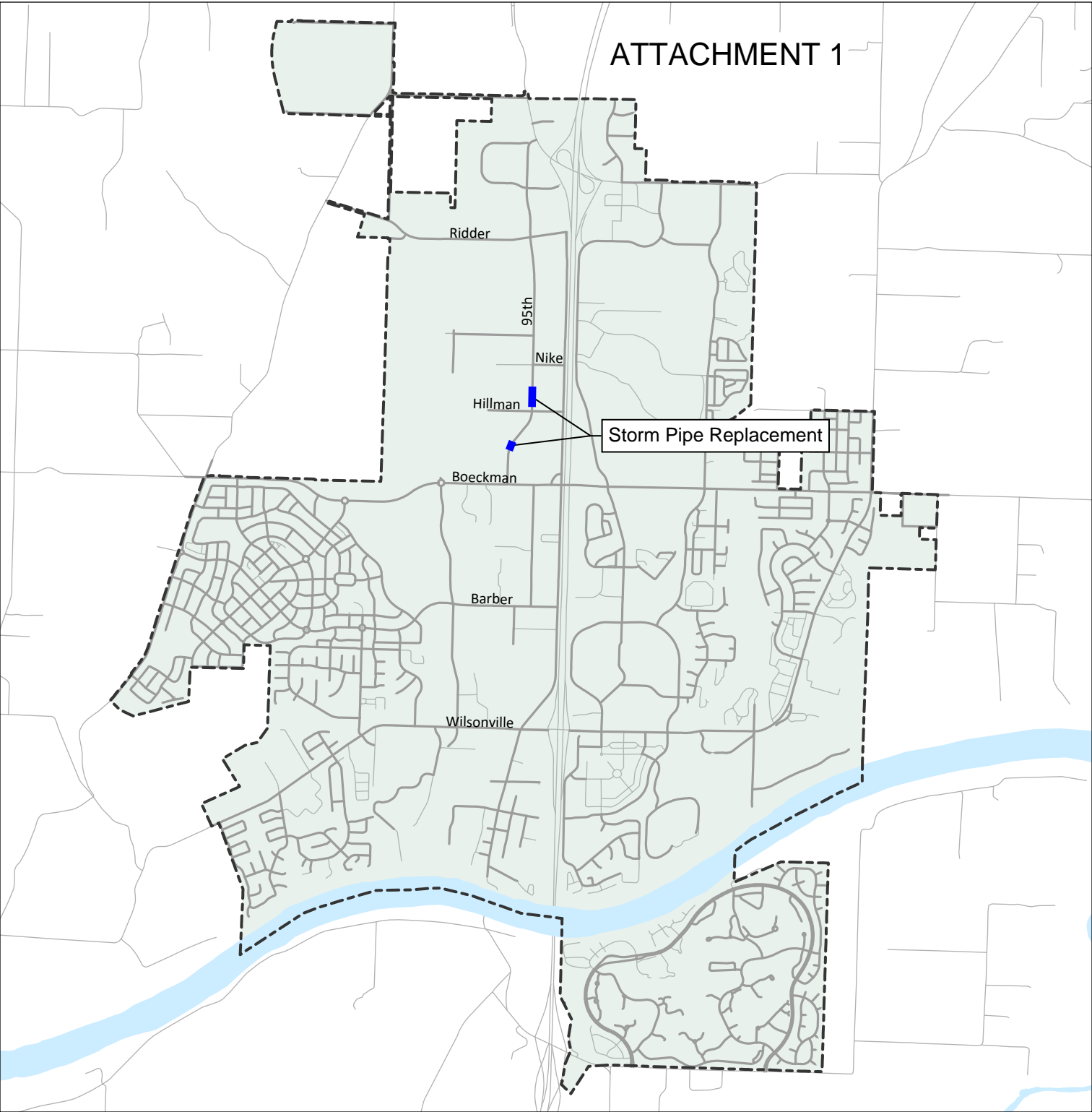


95th Avenue Storm Line Repairs
CIP #7062

Project Location Map

Legend

- City Road
- County or Private Road
- - - City Limits
- River



N



5,000



Feet

DISCLAIMER

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

ATTACHMENT 2

Item 12.



BID SUMMARY

Project: 95th Avenue Storm Line Repairs
File No: --

CIP No: 7062
Bid Date: FEBRUARY 3, 2022 @ 2:00 PM

Order Opened	Bidder	Envelope Marked	Proposal Complete	Addenda	Proposal Signed	Bid Security Amount	Bid Security Type	First Tier Sub-Con.	Prequal	Bid Amount	Rank
-	Engineer's Estimate	-	-	-	-	-	-	-		\$ 89,673.10	-
1	Subcom Excavation	Y	N	Y	Y	10%	Bond	Y	Y	\$ 129,000.00	DQ
2	Braun Construction	Y	Y	Y	Y	10%	Bond	Y	Y	\$ 94,618.00	1
3	CR Woods General Contractors	Y	Y	Y	Y	10%	Bond	Y	Y	\$ 115,802.81	3
4	Jesse Rodriguez Construction	Y	Y	Y	Y	10%	Bond	Y	Y	\$ 112,307.00	2
5	Moore Excavation	Y	Y	Y	Y	10%	Bond	Y	Y	\$ 164,584.00	4
6	Icon Construction & Development	Y	Y	Y	Y	10%	Bond	Y	N	\$ 85,707.00	DQ

RESOLUTION NO. 2953**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH BRAUN CONSTRUCTION & DESIGN, LLC DBA BRAUN CONSTRUCTION FOR CONSTRUCTION OF THE 95TH AVENUE STORM LINE REPAIRS PROJECT (CAPITAL IMPROVEMENT PROJECT 7062).**

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #7062, known as the 95th Avenue Storm Line Repairs project (the Project); and

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

WHEREAS, six (6) bids were received and opened on February 3, 2022, and Braun Construction submitted a bid of \$94,618.00 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Braun Construction submitted the lowest responsive and responsible bid.

Section 2. The City of Wilsonville acting as the Local Contract Review Board authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with Braun Construction for the not to exceed amount of \$94,618.00 in substantially the form as attached hereto as Exhibit A.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 24th day of February 2022, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

A. 95th Avenue Storm Line Repairs Construction Contract

CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the 95th Avenue Storm Line Repair Project (“Project”) is made and entered into on this ____ day of _____ 2022 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Braun Construction & Design L.L.C.**, an Oregon limited liability company (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents”: Invitation to Bid; Contractor’s Bid submitted in response thereto; Project Plans; 2017 City of Wilsonville Public Works Standards; City of Wilsonville 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. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than June 30, 2022, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at Substantial Completion by no later than May 31, 2022, and at Final Completion by June 30, 2022. See **Section 23** for the definitions of Substantial Completion and Final Completion.

Section 3. Contractor’s Work

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

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

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

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

Section 4. Contract Sum, Retainage, and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor the unit price not-to-exceed amount of NINETY-FOUR THOUSAND SIX HUNDRED EIGHTEEN DOLLARS (\$94,618) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Unit Prices are as more particularly described in the Contract Documents.

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

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

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

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

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

Section 5. Prevailing Wages

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

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

Section 6. Filing of Certified Statement

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

Section 7. Reports to Department of Revenue

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

Section 8. City's Rights and Responsibilities

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

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

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

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

the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

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

Section 9. City's Project Manager

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

Section 10. Contractor's Project Manager

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

Section 11. Project Information

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

Section 12. Duty to Inform

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

Section 13. Subcontractors and Assignments

13.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 14.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not

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

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

Section 14. Contractor's Responsibilities

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:

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

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

14.3. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with

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

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

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

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

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

Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

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

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

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

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

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

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

14.14. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or a contractor, Contractor or the first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period within which payment is due under ORS 279C.580(3)(a) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the

amount due shall be calculated in accordance with ORS 279C.515(2). The amount of interest may not be waived.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. Subcontractor Requirements

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

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

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

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

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

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

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

Section 16. Environmental Laws

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

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

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

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

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

LOCAL AGENCIES:
 County Courts
 Port Districts
 County Service Districts
 Water Districts

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

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

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

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

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

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

Section 17. Indemnity

17.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor’s negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor’s failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing

shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 17.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

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

Section 18. Insurance

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

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

18.1.2. Business Automobile Liability Insurance. If Contractor or any subcontractors will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor and its subcontractors have business automobile

liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

18.1.3. 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.

18.1.4. 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.

18.1.5. 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.

18.1.6. 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.

18.1.7. 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.

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

Section 19. Bonding Requirements

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

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

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

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

Section 20. Warranty

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

20.2. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work for a period of two (2) years from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner

satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The two (2) year warranty period shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair.

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

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

Section 21. Early Termination; Default

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

21.1.1. By mutual written consent of the parties;

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

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

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

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

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

Section 22. Suspension of Work

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

Section 23. Substantial Completion, Final Completion, and Liquidated Damages

23.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is 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 roadway and utilities are fully functional and ready to use, with only minor punch list items remaining that do not significantly impact road or utility system 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 May 31, 2022 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 23.3 and 23.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

23.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if 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.

23.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of Sixty-Eight Dollars and Twenty-Three Cents (\$68.23) [*amount calculated per Special Provision 00180.85(b)(1)*] for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

23.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of June 30, 2022, or any written extension thereof granted by the City, Contractor shall pay the City One Hundred Thirty-Six Dollars and Forty-Six Cents (\$136.46) [*amount calculated per Special Provision 00180.85(b)(1)*] 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.

23.5. 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.

23.6. 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 24. Contract Modification; Change Orders

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

Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

Section 25. Dispute Resolution

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

Section 26. Access to Records

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

Section 27. As-Builts

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

Section 28. Notices

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

To City: City of Wilsonville
 Attn: Matt Palmer, Civil Engineer
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Contractor: Braun Construction & Design L.L.C.
 Attn: Jeanie Braun
 24805 SW Gage Road
 Wilsonville OR 97070

Section 29. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CITY:

BRAUN CONSTRUCTION & DESIGN L.L.C.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

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**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: February 24, 2022		Subject: Resolution No. 2962 Authorizing the City Manager to Execute a Fourth Amendment to the Professional Services Agreement with Stantec Consulting Services for Construction Support Services for the Willamette River Water Treatment Plant Expansion project (Capital Improvement Project 1144)	
		Staff Member: Mike Nacrelli, PE, Civil Engineer	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Willamette River Water Treatment Plant Master Plan Update 2017	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Fourth Amendment to the Professional Services Agreement (Amendment) with Stantec Consulting Services (Stantec) in the amount of \$1,296,799.95 for construction support services for the Willamette River Water Treatment Plant (WRWTP) Expansion (CIP #1144) project (Project).

EXECUTIVE SUMMARY:

The WRWTP is scheduled for expansion from 15 Million Gallons per Day (MGD) to 20 MGD design capacity necessary to meet projected demand as both Wilsonville and the City of Sherwood continue to grow. The 2017 WRWTP Master Plan Update identifies the improvements necessary for this expansion, including replacement of the existing obsolete ozone generation system.

Council adopted Resolution No. 2801 on March 16, 2020 authorizing the use of a Construction Manager/General Contractor (CMGC) alternative contracting method for construction of the Project. On July 6, 2020, Council adopted Resolution No. 2823 authorizing the award of a Professional Services Agreement (PSA) with Stantec for design of the Project. On August 16, 2021, Council adopted Resolution No. 2917 authorizing the award of a CM/GC contract with Kiewit for construction of the Project.

Now that the design phase of the work is nearly complete, the scope of work for the construction support services phase of work has been developed and the cost negotiated with Stantec. An amendment to the Stantec PSA is necessary to add the construction support services work to the contract. Stantec and Kiewit have worked collaboratively to advance the design to 90% completion and the proposed Amendment will allow for successful completion of the Project.

EXPECTED RESULTS:

The expanded WRWTP will provide sufficient capacity to accommodate growth in the City of Wilsonville for the next 10 years, facilities will be more seismically resilient and outdated equipment will be replaced.

TIMELINE:

Design is anticipated to be complete and a guaranteed maximum price (GMP) negotiated with Kiewit by March 2022, at which point construction would commence, upon authorization by Council. Construction is estimated for completion in March 2024.

CURRENT YEAR BUDGET IMPACTS:

The FY2021-22 budget includes \$25,311,900 for construction of the Water Treatment Plant 20 MGD Expansion project (CIP 1144) funded through a combination of water utility fees, water system development charges and contributions from the City of Sherwood. The current PSA contract amount with Stantec for Phase 1 engineering design services is \$4,017,753.58. This includes three previous amendments adding specific tasks to the design phase scope: seismic analysis of the WRWTP disinfection clearwell, structural analysis of a water transmission main impacted by the 5th Street/Kinsman Road Extension project, and assistance with early procurement of WRWTP ozone generators. The amount for the proposed Amendment for Phase 2 construction support services is \$1,296,799.95. The combined Phase 1 and Phase 2 Stantec PSA total is within the budgeted amount for the Project. This project is anticipated in the City's five-year capital improvement plan and will carry into the next fiscal year.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 2/9/2022

LEGAL REVIEW:

Reviewed by: BAJ Date: 2/10/2022

COMMUNITY INVOLVEMENT PROCESS:

The scope and schedule of WRWTP expansion projects were identified and adopted as part of the 2017 WRWTP Master Plan Update. Adoption of the updated master plan included significant coordination and cooperation between the partner jurisdictions, including City of Wilsonville, City of Sherwood, City of Hillsboro, Tualatin Valley Water District, and the Willamette Water Supply Program. A webpage and virtual open house were provided where the entire master plan document could be viewed, and public comment and questions submitted. Public hearings before the Wilsonville Planning Commission and City Council were held as part of approval of the 2017 WRWTP Master Plan Update adopting ordinance (Ordinance No. 815).

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The Project will provide needed capacity expansion at the WRWTP to accommodate planned development in the cities of Wilsonville and Sherwood for the next 10 years. The Project includes opportunistic improvements to seismically improve the WRWTP and replace aging and outdated equipment while the expansion work is underway, reducing future maintenance needs, costs, and impacts to the plant.

ALTERNATIVES:

The Project work included assessment of a number of design alternatives in the expansion of the WRWTP. Each alternative has been assessed on the basis of cost, design life, regulatory compliance, support of planned future expansion, equipment reliability, and a number of other considerations, resulting in a well-planned, high-quality expansion of the City's water treatment infrastructure.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2962
 - A. Willamette River Water Treatment Plant Expansion Fourth Amendment to Professional Services Agreement

RESOLUTION NO. 2962**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT AMENDMENT WITH STANTEC CONSULTING SERVICES FOR CONSTRUCTION SUPPORT SERVICES FOR THE WILLAMETTE RIVER WATER TREATMENT PLANT EXPANSION PROJECT (CAPITAL IMPROVEMENT PROJECT #1144).**

WHEREAS, the City has planned and budgeted for engineering consulting services for Capital Improvement Project #1144, known as the Water Treatment Plant Expansion project (the Project); and

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

WHEREAS, Stantec Consulting Services was selected as the most qualified consultant, was awarded a contract for engineering design services, and performed and completed services to the satisfaction of the City; and

WHEREAS, the City desires to amend the Professional Services Agreement contract with Stantec Consulting Services to perform construction support services for the Project; and

WHEREAS, following the substantial completion of engineering design phase services and under the direction of the City, a detailed scope of work for construction support services was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Stantec Consulting Services has provided a responsive and responsible proposal for engineering consulting services.
2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement contract amendment with

Stantec Consulting Services for a not-to-exceed amount of \$1,296,799.95, which is substantially similar to **Exhibit A** attached hereto.

- 3. In order to allow future minor contract amendments, if needed, to occur without having to come back to City Council, the authorized Professional Services Agreement contract total is hereby adjusted up to \$5,314,553.53, allowing for continued Contracting Agency approval of contract amendments that exceed this adjusted amount by fifteen percent (15%) in accordance with City Code requirements.
- 3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 24th day of February, 2022, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

EXHIBIT:

- A. Fourth Amendment to Willamette River Water Treatment Plant Expansion Professional Services Agreement

CITY OF WILSONVILLE
FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
WILLAMETTE RIVER WATER TREATMENT PLANT EXPANSION

This Fourth Amendment to Professional Services Agreement (“Fourth Amendment”) is effective the ____ day of February 2022 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Stantec Consulting Services, Inc.**, a New York corporation (“Consultant”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with Consultant on July 13, 2020, relating to the Design of the Willamette River Water Treatment Plant Expansion Project (“Project”); and

WHEREAS, the City entered into a First Amendment to Professional Services Agreement (“First Amendment”) with Consultant on March 18, 2021; and

WHEREAS, the City entered into a Second Amendment to Professional Services Agreement (“Second Amendment”) with Consultant on June 29, 2021; and

WHEREAS, the City entered into a Third Amendment to Professional Services Agreement (“Third Amendment”) with Consultant on September 7, 2021; and

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

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

WHEREAS, Consultant is prepared to provide such Additional 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

The Agreement is amended as follows:

Section 1. Term

The term of the Agreement is hereby extended to June 30, 2024.

Section 2. Additional Services To Be Provided

Consultant will provide the City with construction support services and all of the services set forth in **Exhibit A**, attached hereto and incorporated by reference herein (“Additional Services”). The Additional Services are more particularly described in Exhibit A. Consultant has retained Subconsultant CDM Smith to perform the bulk of the Additional Services, which will be supervised and overseen by Consultant and for which Consultant assumes full responsibility and liability.

Section 3. Time for Completion of Additional Services

The Additional Services provided by Consultant pursuant to this Fourth Amendment shall be completed by no later than June 30, 2024.

Section 4. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE MILLION TWO HUNDRED NINETY-SIX THOUSAND SEVEN HUNDRED NINETY-NINE DOLLARS AND NINETY-FIVE CENTS (\$1,296,799.95), for performance of the Additional Services (“Additional Compensation Amount”) which, when totaled with the Compensation Amount, equals a total not-to-exceed amount of FIVE MILLION THREE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED FIFTY-THREE DOLLARS AND FIFTY-THREE CENTS (\$5,314,553.53) for the performance of the Services and Additional Services (“Total Compensation Amount”). Consultant’s estimate of time and materials is attached hereto as **Exhibit B**, and incorporated herein by reference.

Section 5. All Other Terms

All of the other terms and conditions of the Agreement shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Agreement shall apply to this Fourth Amendment.

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

CONSULTANT:

CITY:

STANTEC CONSULTING SERVICES, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. 11-2167170

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

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DRAFT 1/31/22
EXHIBIT A
City of Wilsonville - WTP Expansion

Amendment 4: Engineering Services During Construction

Task 1 - Project Management

1.1 Invoicing and Reporting

Provide monthly billing invoices with progress reporting. Monthly invoices shall include a breakdown of hours by staff category billed by task. Include a summary of cost to date and percentage complete by task. Provide monthly project status reports with an overview of the past month’s activities and identification of upcoming project activities and milestones in the coming month. A total of twenty (20) monthly reports are anticipated for this scope of work, which includes Construction Phase: March 2022 – September 2023 and Project Closeout: December 23 – February 2024.

1.2 Subcontract Management

The ENGINEER will manage all subcontracts, subcontract invoicing and general coordination with each subcontractor or subconsultant as follows:

1. HDR (Electrical, Building Mechanical, Diesel Fuel)
2. CDM Smith (Ozone),
3. Portland Engineering (I&C)

Any ICBO specialty inspection and testing subconsultants will be provided directly by the CITY.

Deliverables

1. One invoice will be submitted for monthly payment in PDF format.
2. Project Status Report will be submitted with invoice in PDF format.

Assumptions

1. The CITY will take the lead as the Construction Manager (CM) and will coordinate site visits, special inspection, structural observations, and periodic inspections.
2. The CITY will take and deliver notes from meetings, monitor the schedule, and follow up on action items.
3. The CITY will monitor pay applications and certified payroll

Task 8 - Engineering Services During Construction

The ENGINEER will provide the following services during construction, commissioning, and post-construction:

8.1 Manage ENGINEER Team

Management will consist of tracking and distribution of submittals and RFIs to the appropriate ENGINEER team members for response. ENGINEER will maintain a technical submittal and RFI log for tracking progress on each item. It is assumed that the CITY will maintain the official submittal and RFI logs and will communicate with the ENGINEER for status updates. ENGINEER will utilize ProjectWise (PW) for organizing and filing submittals. The CITY will be given access to PW, and final submittal and RFI’s will be posted for the CITY to review and distribute to the CONTRACTOR. The ENGINEER also will coordinate site visits and other meetings with the CITY and CM/GC during this phase.

8.2 Preconstruction Meeting

ENGINEER will attend a preconstruction meeting with CM/GC, CITY, and Veolia to be conducted at WRWTP. The purpose of the conference will be to discuss communication, coordination, and other procedures and discuss general work plan and project requirements. CITY will take notes or otherwise record the results of this conference. The preconstruction meeting is expected to be 2 hours, and up to 3 Stantec engineers will be in attendance either onsite or virtually.

Assumptions

1. The CITY will be responsible for preparing the agenda and distributing final meeting minutes and action items for the Preconstruction Conference.
2. 6 special meetings will be attended by Stantec's SUBCONSULTANT's lead engineer or an approximate project engineer; meetings will be approximately two (2) hours in length and will require approximately two (2) hours of preparation

8.3 Shop Drawings, Submittals and RFI's

ENGINEER shall review and comment on submittals for substantial conformance with the Contract Documents and any special provisions. Submittals will originate with the CM/GC and will be submitted in accordance with the Contract Documents, and will consist of such items as design drawings; calculations; shop drawings; working drawings; certificates; lists of materials; operating instructions; catalog cuts; data sheets; samples and mock-ups; installation instructions; plans to accommodate portions of the work; quality control plans; manufacturers' and contractors' Operations and Maintenance Manuals and Training Plans; environmental and pollution control plans; and other items used to administer the construction and performance of the Work. Reviews and comments performed by ENGINEER will recommend further action. The CM/GC will perform a preliminary review of submittals to confirm vendors / subcontractors have included the required items. Submittals that are obviously lacking in required information will be returned without review by the ENGINEER.

ENGINEER will document submittal review comments using a CITY standard Word.docx and will submit responses to the CITY for review and final distribution. ENGINEER will keep a copy of submittals reviewed by ENGINEER for documentation purposes. Correspondence with the CM/GC will be through the CITY. ENGINEER may also provide additional information with markups directly on the submittal and may attach related PDF files directly to the submittal. ENGINEER will also receive a file copy of submittals reviewed by the CITY. Submittal logs will be maintained by the CITY.

The estimated level of effort for this subtask is based on an assumed review effort required for up to 165 shop drawing reviews including resubmittals. For the purposes of budgeting, it is assumed that up to 6 hours for an engineer, architect, or other design professional will be required to review and respond to each submittal which includes filing and distribution to the CITY. Additional hours are required for distributing and coordination of subconsultant submittals of which there are an estimated 160 additional submittals requiring 1 hour each.

ENGINEER shall provide assistance and guidance to the CM/GC, as requested by CITY, in the interpretation of written Requests for Information (RFI) from the CM/GC, installing subcontractors, and suppliers.

ENGINEER will interpret the Contract Documents and will provide written responses, which may include elementary sketches to illustrate design details and intent. This scope of work assumes 100 written RFI responses. For the purposes of budgeting, it is assumed that up to 6 hours for an engineer, architect, or other design professional will be required to review and respond to each request. Additional requests or levels of effort beyond these assumptions may be provided as Additional Services. Any requests for work to change the design for the CM/GC benefit or convenience shall be considered a change and will require additional compensation.

RFI logs will be maintained by the CITY. ENGINEER will receive files from CM/GC, and reviewed documents will be transmitted to CITY. Stantec will manage and coordinate submittal and RFI responses of our subconsultants and will review and distribute back to the CITY. Stantec has assumed 117 subconsultant RFI's will require coordination of 1 hour each.

ENGINEER shall establish a goal to complete the review of submittals in a timely manner, to allow CITY to respond to the CM/GC within the time allotted in the Contract Documents. Minor clarifications may be noted on submittals, and ENGINEER may contact the construction contractor for minor clarifications and supplemental data to allow quicker final turnarounds of submittals. Oral clarifications shall be noted in writing by a follow up memorandum or a note on the submittal being reviewed.

Deliverables

1. Submittal and RFI responses in Word.docx or PDF form

Assumptions

1. ENGINEER will share and distribute to the CITY submittal and RFI responses using PW.
2. The CITY will be responsible for review Division 1 submittals (excluding anchorage)
3. Stantec's SUBCONSULTANT will provide the following technical support under this task:
 - a. Instrumentation and control panel installation technical support. Provide technical support for I&C equipment supplier and electrical/mechanical contractor for installation issues.
 - b. Equipment vendor technical support. Provide technical support to equipment vendors (Ozone, Ozone Cooling Water, Ozone Destruct, chemical) and electrical/mechanical contractor for vendor equipment install
 - c. Review of Suez Ozone Submittal #1 is provided through a separate amendment.

8.4 Change Order and Design Revision Assistance

ENGINEER shall assist in the evaluation of change requests by furnishing technical assessments for proposed contract document changes. Evaluations will consider validity, necessity, cost and engineering implications. Where directed by the CITY, the ENGINEER will provide revised specifications, simple sketches, or marked up drawings. For the purposes of budgeting, it is assumed that up to 220 hours for an engineer, architect, or other design professional will be required to review and respond to these requests. It is assumed that independent cost evaluations are not required.

Change logs will be maintained by the CITY.

Assumptions

1. Stantec's SUBCONSULTANT assumed preparing up to 15 Design Clarification Notifications (DCNs) in preparing changes to the Contract Documents. It is estimate that it will require approximately 15 hours per DCN.

8.5 Weekly Construction Progress Meetings

In order to address design related questions and field issues, ENGINEER will attend weekly construction coordination meetings on an as-needed basis or as requested by CITY. It is assumed that specialty and other site meetings would be coordinated to coincide as much as possible with the weekly coordination meetings. For the purposes of budgeting, it is assumed that an engineer or other design professional will attend progress meetings bi-weekly for the duration of construction which is expected to be ~18 months. Stantec's attendance has been assumed to be virtual, and each meeting will be 1.5 hrs. The total hour estimate of for this task is 122 hrs. Agenda, meeting notes, and action items will be prepared by the CITY. Additional requests or levels of effort beyond these assumptions may be provided as Additional Services.

8.6 Construction Inspection

A part-time Construction Inspector is provided for the duration of construction. The base price accounts for

holidays by assuming 50 working weeks/year, with a construction duration of 18 months. It is assumed 12 hrs per week will be required. The Construction Inspector is supported by Discipline Engineers to review critical portions of construction up to the budget allowance.

- An allowance of 900 hours is allocated to the Project Engineer in support of construction inspection and oversight.
- Subject Matter Experts, will provide critical inspections, troubleshooting and problem solving. For the sake of this proposal, 5 three-day trips and 15 one-day trips over the duration of the construction effort was assumed.

Construction Inspector will prepare daily inspection log and photos. Discipline Engineers will prepare daily inspection summary for specialty inspections. Testing reports will be prepared by concrete and soils testing subconsultant by the CITY. Construction Inspector will develop a project punchlist to assist the CITY with project closeout and final payment.

Assumptions

1. Attendance by up to one (1) engineer (SUBCONSULTANT's Lead Process Engineer or other project engineer as is appropriate) for two (2) single day site visits
2. Site visits by two (2) engineers (SUBCONSULTANT's Lead Process Engineer and Project Manager, or other project engineer as is appropriate) for two (2) consecutive days each visit for the Preliminary Final Inspection
3. Site visits by one (1) engineer (SUBCONSULTANT's Lead Process Engineer or other project engineer as is appropriate) for two (2) day visit for the Final Inspection

8.7 On and Off-Site (Factory) Witness Tests

The ENGINEER will attend factory witness tests of major or key equipment to help verify performance testing prior to shipping equipment to the job site. Stantec will coordinate the ozone generator off-site visit for its subconsultant.

The ENGINEER will provide on-site periodic observation by design team members to coordinate construction of civil, landscaping, structural, architectural, process mechanical, HVAC, electrical, and instrumentation work for conformance with the Contract Specifications and Drawings.

Deliverables

1. Submit witness reports for off-site testing.
2. Submit construction inspection or observation reports as needed for witness testing and startup.

Assumptions

1. Stantec will participate in two offsite visits expected to be for the raw and finished water pumps. Each visit will be attended by one Stantec ENGINEER. Stantec will assume these visits are in-person for budgeting purposes.
2. Stantec will assume 15 on-site visits and will coordinate site visits of its subconsultants.
3. Stantec's SUBCONSULTANT has assumed:
 - a. Ozone Generation Equipment – One (1) engineer for a two-day witness test with audio/video monitoring by CMGC
 - b. Closed Loop Cooling Water System - One (1) engineer for a one-day witness test with audio/video monitoring by Contractor
 - c. Ozone Destruction System - One engineer (1) for a one-day witness test with audio/video monitoring by Contractor
 - d. Will witness factory testing virtually via web-based video conferencing (monitoring). No factory

visits will be needed.

8.8 Nonconformance Reports

Nonconformance reports may be generated by CITY staff during the construction phase. Such reports will consist of written narrative descriptions supplemented by photographs or drawings illustrating construction elements which do not meet contract requirements. The ENGINEER will review the reports for general agreement with contract document interpretations and will assist the CITY in identifying corrective actions.

For the purposes of budgeting, it is assumed that up to 24 hours for an engineer, architect, or other design professional will be required to review and respond to these reports. Reports will be maintained by the CITY.

8.9 Startup Assistance

ENGINEER shall provide assistance with startup, commissioning and project closeout of the new facilities.

ENGINEER will provide up to 40 hours for technical support to the CITY during the review of the CM/GCs startup and testing plan. Hour estimate will include meeting with the CM/GC and the CITY to assist during planning and development of the document which should include:

- Pre-operational testing, component testing, and check-out
- Process Control and Instrumentation Systems (PCIS) testing
- Functional testing of systems and subsystems
- Performance testing for integrated treatment systems

ENGINEER will attend functional tests on an as-needed basis as requested by the CITY. Stantec will budget 40 hours for functional testing during startup.

Deliverables

1. Written comments on the Startup and Commissioning plan provided by the CM/GC

Assumptions

1. Ozone training will be provided by Stantec's SUBCONSULTANT:
 - a. One training class will be conducted twice by SUBCONSULTANT at weekday times convenient to OWNER's staff. The one training class will be presented on back to back days to maximize the number of staff that may participate.
 - b. Training classes will be approximately two (2) to four (4) hours in length
2. Ozone startup assistance will be provided by Stantec's SUBCONSULTANT
 - a. Virtual meetings will be used prior to startup and testing to discuss startup plans, schedules, approaches and issues. Six (6) two hour meetings, plus preparation time, with two (2) engineers has been assumed.
 - b. Will have one (1) engineer on-site for three (3) days during testing of the ozone generation system when the destruct, cooling water and nitrogen boost systems are also being tested
 - c. Will provide up to 40 hours of additional troubleshooting/startup assistance if required. Not to exceed budget will be adjusted if not required.

8.10 O&M Manual

ENGINEER shall prepare an update to the narrative sections of the existing WRWTP O&M Manual for the processes that are being modified through this project, as well as the WWSP RWF_1.0. Information pertaining to the existing facility that are not impacted by the final design will not be updated. It is assumed that up to 80 hours will be required to update O&M Manual.

Deliverables

1. Section updates to the existing WRWTP O&M Manual.

Assumptions

1. The CITY shall provide control descriptions regarding the equipment installed or updated during the WWSP RWF_1.0 project. This should include summaries of the equipment installed, function, purpose, and design intent. The CITY will also furnish manufacturer O&M Manuals which will be compiled into the existing WRWTP O&M Manual.
2. The CITY will compile all manufacturer O&M manuals provided by the CM/GC
3. The CITY will provide both Word.docx and PDF versions of the WRWTP O&M manual for the use of the ENGINEER to provide the narrative updates.

8.11 Record Drawings

ENGINEER shall prepare Record Drawings based on red-line markups, addenda and change order information compiled and furnished by CITY. The record drawings will represent the information provided and to that extent will represent the location, types of various components and the way the project was constructed. The scope assumes accurate and complete information will be received and that an average of 2 hours for an engineer, architect, or other design professional will be required per drawing of the full drawing set to document conditions. ENGINEER is not responsible for errors or omissions in the information that is used to create the record drawings.

Deliverables

1. ENGINEER shall modify CAD design files and submit to CITY a final set of Record Drawings (Autodesk format and 22x34 pdf) when the project is complete and accepted.

Assumptions

2. Red-line markups will be furnished to ENGINEER at the end of construction. Markups should include actual drawings, notes and revisions required to the drawing set. Redlines such as "see RFI xx" shall not be considered sufficient; Stantec is not budgeting to review all past RFI's.

Task 9 - Permitting**9.1 Permitting**

Stantec will assist the CITY with revised drawings or narratives as necessary to support the permit review process.

Deliverables

1. Revised drawings as necessary to support the permit review process
2. Respond to permit review comments

Assumptions

1. The CITY will take the lead on preparing permit applications, compiling documents, paying fees and coordinating re-submittal packages which may include summary's, narratives, or any other materials necessary to successfully receive a permit. The anticipated permits requiring CITY action include:
 - a. Building permit (life safety, structural and/or site design review)
 - b. DEQ – 1200-C
2. The CONTRACTOR will be responsible for general trade permits including but not limited to grading, plumbing, HVAC, electrical and the public works construction permit.

Task 11 – Clearwell Tier 2 Analysis

11.1 Clearwell Tier 2 Analysis

Following the Tier 1 Analysis provided in the previous scope of work, Stantec will move forward with a Tier 2 Analysis for the Retrofit Alternative B.

Deliverables

1. Tier 2 Analysis report and calculations

Assumptions

1. Retrofit Alternative B includes coverall soil partially replaced with geofoam resulting in 12” of nominal cover soil
2. Includes coordinating with the Parks department to determine permitted soil cover.
3. Includes design of the retrofit measure. Retrofit applies to the exterior top slab only, using CFRP reinforcement; punching shear retrofit not required as a result of this approach.
4. Analyses and capacity checks will be limited to seismic loading only
5. Analyses will not directly model the Pump Station, but will include applicable loads from the pump station to the clearwell.

SCHEDULE

The services described and the associated fee estimate are based on the following assumed schedule milestones:

- March 2022, ESDC Amendment approval, Contractor Final GMP Submittal
- May 2002, Contractor Site Mobilization
- Jan 2024, Overall Commissioning & Startup / Final Punchlist
- Feb 2024, Substantial Completion
- March 2024, Final Completion

FEE ESTIMATE - Willamette River Water Treatment Plant Expansion Project - Engineering Services During Construction

	Project Manager	Project Technical Lead	Construction Inspector	Process Mechanical EIT	Mechanical Engineer	Civil EIT	Administrative Assistant	Structural Lead	Structural EIT	Architectural Designer	Mechanical Engineer	Process Mechanical EIT	Travel	CDM Smith	HDR	PEI
Name	Black, Bryan	Peters, Michelle	Reynolds, Steve	Kalmbach, Danielle	Tey, George	Johnson, Andrew	McGinn, Rachel	Palmer, David	Yung, Josh	Navarro, Elizabeth	Deshmukh, Shivkanchan	Malik, Surbhi				
Project Billing	\$232.00	\$179.00	\$198.00	\$153.00	\$239.00	\$153.00	\$159.00	\$232.00	\$153.00	\$179.00	\$147.00	\$153.00	\$1.05	\$1.05	\$1.05	\$1.05
Total Units (T&M)	426	1048	880	166	32	186	104	213	200	70	340	60	16873.71	367302	157657	27720
Fee (T&M)	\$98,832.00	\$187,592.00	\$174,240.00	\$25,398.00	\$7,648.00	\$28,458.00	\$16,536.00	\$49,416.00	\$30,600.00	\$12,530.00	\$49,980.00	\$9,180.00	\$17,717.40	\$385,667.10	\$165,539.85	\$29,106.00
Escalation (T&M)	\$894.60	\$2,100.85	\$2,181.43	\$68.96	\$95.75	\$158.40	\$207.02	\$1,173.09	\$76.62	\$0.00	\$1,313.44	\$89.44	\$0.00	\$0.00	\$0.00	\$0.00
Total Fee (T&M)	\$99,726.60	\$189,692.85	\$176,421.43	\$25,466.96	\$7,743.75	\$28,616.40	\$16,743.02	\$50,589.09	\$30,676.62	\$12,530.00	\$51,293.44	\$9,269.44	\$17,717.40	\$385,667.10	\$165,539.85	\$29,106.00

Project Summary	Hours	Labour	Expense	Subs	Total
Fixed Fee	0	\$0.00	\$0.00	\$0.00	\$0.00
Time & Material	3725	\$698,769.60	\$17,717.40	\$580,312.95	\$1,296,799.95
Total	3725	\$698,769.60	\$17,717.40	\$580,312.95	\$1,296,799.95

WBS Code	Task Code	Task Name	Start Date	End Date	Units												
1	1	Project Management	2022-01-03	2023-09-29													
1	1.1	Invoicing and Reporting	2022-01-03	2023-09-29	20	20											
1	1.2	Subcontract Management	2022-01-03	2023-09-29	60	60											
2	8	Engineering Services During Construction	2022-01-03	2023-09-29													
2	8.1	Manage Engineer Team	2022-01-03	2023-09-29	100	420											
2	8.2	Preconstruction meeting	2022-01-03	2022-06-01	4	4											
2	8.3	Shop Drawings, Submittals and RFIs	2022-01-03	2022-03-01	80	200		130									
2	8.4	Change Order and Design Revision Assistance	2022-01-03	2023-09-29	40	40		20									
2	8.5	Weekly Construction Progress Meetings	2022-01-03	2023-09-29	40	80											
2	8.6	Construction Inspection	2022-01-03	2023-09-29													
2	8.7	On and Off-Site (Factory) Witness Tests	2022-01-03	2023-09-29	40	20											
2	8.8	Nonconformance Reports	2022-01-03	2023-09-29		24											
2	8.9	Startup Assistance	2022-06-01	2022-12-30	34	40											
2	8.10	O&M Manual	2022-01-03	2023-09-29	8	40											
2	8.11	Record Drawings	2023-01-01	2023-09-29		20											
3	9.1	Permitting	2023-01-01	2023-09-29		80											
4	11	Tier 2 Analysis	2023-01-01	2023-09-29						173							

Task Type	Hours	Labour	Expense	Subs	Total
Time & Material	264	\$50,034.67	\$0.00	\$0.00	\$50,034.67
Time & Material	104	\$18,626.31	\$0.00	\$0.00	\$18,626.31
Time & Material	160	\$31,408.36	\$0.00	\$0.00	\$31,408.36
Time & Material	3208	\$592,687.30	\$17,717.40	\$580,312.95	\$1,190,717.65
Time & Material	520	\$99,611.69	\$0.00	\$75,747.00	\$175,358.69
Time & Material	8	\$1,644.00	\$0.00	\$0.00	\$1,644.00
Time & Material	850	\$146,550.00	\$0.00	\$320,742.45	\$467,292.45
Time & Material	220	\$37,969.49	\$0.00	\$50,803.20	\$88,772.69
Time & Material	120	\$23,895.46	\$0.00	\$0.00	\$23,895.46
Time & Material	880	\$176,421.43	\$5,250.00	\$0.00	\$181,671.43
Time & Material	92	\$20,764.75	\$10,367.40	\$52,452.75	\$83,584.90
Time & Material	24	\$4,349.78	\$525.00	\$0.00	\$4,874.78
Time & Material	74	\$15,048.00	\$1,050.00	\$62,703.90	\$78,801.90
Time & Material	80	\$14,086.17	\$0.00	\$17,863.65	\$31,949.82
Time & Material	340	\$52,346.53	\$525.00	\$0.00	\$52,871.53
Time & Material	80	\$14,738.54	\$0.00	\$0.00	\$14,738.54
Time & Material	173	\$41,309.09	\$0.00	\$0.00	\$41,309.09



CITY COUNCIL MEETING MINUTES

February 07, 2022 at 7:00 PM

City Hall Council Chambers & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, February 7, 2022. Mayor Fitzgerald called the meeting to order at 7:04 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

Mayor Fitzgerald
 Council President Akervall
 Councilor Lehan
 Councilor West
 Councilor Linville

Staff present included:

Andrea Villagrana, Human Resource Manager
 Barbara Jacobson, City Attorney
 Bryan Cosgrove, City Manager
 Jeanna Troha, Assistant City Manager
 Keith Katko, Finance Director
 Kimberly Veliz, City Recorder
 Robert Wurpes, Chief of Police
 Ryan Adams, Assistant City Attorney
 Erica Behler, Recreation Coordinator
 Zoe Mombert, Assistant to the City Manager

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

Motion: Councilor Akervall moved to approve the order of the agenda as amended. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

PUBLIC HEARING

4. **Ordinance No. 856**

An Ordinance Of The City Of Wilsonville Amending Wilsonville Code Section 4.181 To Correct A Scrivener’s Error.

The Assistant City Attorney read the title of Ordinance No. 856 into the record. The Assistant City Attorney then reread the title of Ordinance No. 856 and the entire ordinance into the record.

The City Attorney noted a correction to Ordinance No. 856. She explained the section of the ordinance, which states scheduled for second reading in the same hour and place needs correction. She explained the correction is needed because a full Council was present and this item will take place at one reading. Ms. Jacobson shared there will not be a second reading as the first and second are combined.

Mayor Fitzgerald provided the public hearing format and opened the public hearing at 7:09 p.m.

The City Attorney then summarized the staff report.

Mayor Fitzgerald invited public testimony, seeing none she closed the public hearing at 7:16 p.m.

Motion: Councilor Akervall moved to adopt Ordinance No. 856 on combined first and second reading. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

5. **Resolution No. 2950**

A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2021-22.

The Assistant City Attorney read the title of Resolution No. 2950 into the record.

The Mayor then excused Councilor West from the meeting as he had a business engagement to attend.

The Finance Director summarized the staff report.

The Mayor provided the public hearing format and opened the public hearing at 7:21 p.m.

The Mayor invited public testimony, seeing none she closed the public hearing at 7:24 p.m.

Motion: Councilor Akervall moved to approve Resolution No. 2950. Councilor Lehan seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

MAYOR'S BUSINESS

6. Upcoming Meetings

The Mayor reported on the following meetings and events:

Oregon Legislature

- The Oregon Legislative Assembly has convened for the even-years, 35-day “short session.”
- The City, the League of Oregon Cities (LOC), the Metropolitan Mayors Consortium and others have been busy reviewing proposed legislation and considering testimony on potential bills to be heard in House and Senate committees.

Testimony in Support of Expanding Broadband in Oregon

- The City submitted testimony before the House Economic Recovery and Prosperity Committee supporting House Bill 4092.
- The proposed legislation provides a ‘Road Map’ for improving statewide broadband internet telecommunications infrastructure and leveraging federal funds.
- The bill also creates the “Connecting Oregon Libraries Fund” a mechanism to obtain federal funds that help libraries expand broadband access.

- The Mayor shared Wilsonville is working with the Cities of Sherwood and King City to expand Broadband access in the communities. Representative Courtney Neron and Senator Kim Thatcher funded this project with a 2021 State American Rescue Plan Act state legislative allocation of \$1.665 million.

Potential State Affordable-Housing Earmark

- Representative Neron invited the City to submit an application for State capital construction support for the proposed Wilsonville Transit Center Transit-Oriented Development (TOD) affordable-housing project.
- City staff worked with consultants to identify a \$1.9 million funding-gap for the proposed ground-floor tenant improvements. These would include a SMART Transit Information Center and potential space for Wilsonville Community Sharing, the local food-bank and social-services referral agency.
- Likely the outcome of this request will be unknown until the end of the legislative session.

Oregon Transportation Commission (OTC)

- At last week's Clackamas County Coordinating Committee (C4) meeting, members discussed concerns over the Oregon Transportation Commission's letter of response to a December 2021 C4 letter.
- The C4 letter essentially requested that:
 - ODOT advance the I-205/Abernathy Bridge project now with the new federal funds from the Infrastructure Investment and Jobs Act;
 - Commit to mitigating highway traffic diversion onto local roads; and
 - Delay implementing tolling on just I-205.
- The ODOT staff letter back to C4 was noncommittal.
- The Mayor recalled at the last Council meeting she reported that the Clackamas County Chair and Cities Mayors and the City also submitted comments along these same lines to the OTC in January.
- The City is re-submitting finer-tuned comments for the February 2022 OTC meeting. The City's comments recommend advancing the I-5/Boone Bridge and Seismic Improvement Project, as well as making significant transit improvements for the South Metro region.

School District DEI Summit

- Attended a West Linn-Wilsonville School District meeting on Diversity, Equity and Inclusion.

Clackamas County Business Alliance (CCBA)

- Attended the Clackamas County Business Alliance Legislative Summit event.
- Over a dozen local-area state legislators attended, and spoke to some of the policy priorities that they had for the 2022 short session.
- Primary issues of concern included support for affordable housing and home-ownership programs, addressing homelessness, and improving workforce development programs.

Wilsonville Civics Academy

- Attended and presented at the Wilsonville Civics Academy.

Budget Committee Meeting

- Attended and chaired Budget Committee meeting.

Arts, Culture, and Heritage Commission Interviews

- The City received 14 applications for the nine voting-member positions on the new Arts, Culture and Heritage Commission.

House Bill (HB) 4603

- The Mayor provided written testimony on House Bill 4603.
- The Mayor explained the City standing up for home rule and the ability to manage process.
- Furthermore, the City's position is the same as League of Oregon Cities.

7. City Attorney Profile

Andrea Villagrana, Human Resource (HR) Director spoke about the City Attorney recruitment. The HR Director shared an update on the process now underway to recruit and hire a new City Attorney to succeed the current City Attorney whom is retiring at the end of March. City Council interviews are scheduled for the first week of March 2022.

Clarifying questions followed the update.

At the closing of Mayor's Business, the Mayor reminded that due to Presidents' Day the next City Council meeting is scheduled for Thursday, February 24, 2022.

COMMUNICATIONS

8. Compost Bucket Update

Erica Behler, Recreation Coordinator presented on the Compost Project. The intent of the project was to raise community awareness around food composting. The program included webinars, Library Story time programming, and a giveaway of compost buckets. Ms. Behler explained food compost could be deposited in Republic Services residential yard debris. The Wilsonville-Metro Community Enhancement grant program funded the Compost Project.

Council comments followed.

14. Public Safety Tips

Robert Wurpes, Chief of Police began his presentation by providing an update on staffing levels. The Chief then shared data of local property crime rates. The Chief detailed crime prevention tips and advised residents not to leave anything of value in vehicles. Furthermore, residents were encouraged to report suspicious behavior to police when observed.

Council discussion ensued.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

There was no public input.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

9. Council President Akervall

Reported on the following meetings and/or events she attended or planned to attend:

- DEI Summit hosted by the School District
- Willamette Intake Facilities meeting
- Wilsonville Civics Academy
- Budget Committee mid-year review
- Future Budget Committee scheduled for May 2022
- Kitakata Sister City Advisory Board sponsored Zoom with students from Kitakata, Japan

10. Councilor Lehan

Reported on the following meetings and/or events she attended or planned to attend:

- Presented on the History of Wilsonville at the Civics Academy
- Budget Committee meeting
- Oregon Commission on Historic Cemeteries
- State Heritage Tree Committee
- Willamette Falls and Landings Heritage Coalition Management Operations Committee
- Pleasant View Cemetery projects

11. Councilor West – Excused

12. Councilor Linville

Reported on the following meetings and/or events she attended or planned to attend:

- DEI Summit hosted by the West Linn-Wilsonville School District
- Civics Academy
- Mid-Year Budget Committee meeting
- Congressman Schrader's Community Leader Roundtable
- Oregon Aviation Board meeting
- PAMM meeting
- League of Oregon Cities (LOC) conference call on Fridays

CONSENT AGENDA

13. **Resolution No. 2951**

A Resolution Of The Wilsonville City Council Amending The City Of Wilsonville Tourism Promotion Committee Charter Of Resolution No. 2541.

14. Minutes of the January 20, 2022 City Council Meeting.

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

Motion: Councilor Linville moved to approve the Consent Agenda as read. Councilor Akervall seconded the motion.

Councilor Lehan requested a point of order. Ms. Lehan asked whether she was able to vote on the January 20, 2022 minutes, as she was not in attendance.

The City Manager responded that the minutes were a reflection of what happened at the prior meeting and as long as Councilors had read the minutes, they were able to vote on them.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

NEW BUSINESS

None.

CONTINUING BUSINESS

None.

CITY MANAGER’S BUSINESS

The City Manager announced the Mayor had appeared that morning on KOIN AM Extra.

Mr. Cosgrove explained he reviewed the State of the City script that the Mayor and the Communications & Marketing Manager had drafted. He stated the Mayor had planned to ask Councilors to appear in the video. He also shared the video would be filmed at the Library to celebrate the Library’s 40th anniversary.

City Manager Cosgrove requested that even after Councilor Lehan’s term expires that she continue to provide a presentation on Wilsonville’s history to the Civics Academy. He shared that participants always have positive feedback on the presentation and find it very informative.

Councilor Lehan agreed to continue to provide the presentation on Wilsonville History to the Civics Academy even after she has termed off City Council.

The Mayor announced she was thinking about a future project to record Wilsonville’s history and stories.

City Manager stated Councilor Lehan’s Civics Academy presentation on history could be videotaped. Then staff can load the videotape on the City’s YouTube account.

LEGAL BUSINESS

15. Settlement Agreement

The Assistant City Attorney reminded Councilors the settlement agreement discussed in Executive Session required a formal vote by City Council in open session.

Motion: Councilor Akervall moved to approve the settlement agreement between the City of Wilsonville and the CWI, Inc.; Symonds Flags and Poles, Inc.; and FPI Wilsonville, LLC. Councilor Linville seconded the motion

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

ADJOURN

Mayor Fitzgerald adjourned the City Council meeting at 8:37 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor

DRAFT



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: February 24, 2022		Subject: Ordinance Nos. 854 and 855 – 1st Reading Annexation and Zone Map Amendment for Frog Pond Crossing subdivision in Frog Pond West	
		Staff Member: Philip Bradford, Associate Planner	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: February 24, 2022 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: February 24, 2022 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: March 7, 2022 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: Following their review at the February 14, 2022 meeting, the Development Review Board (DRB) Panel A, recommended approval of an Annexation and a Zone Map Amendment for the subject property. The DRB also approved with conditions, contingent on the Annexation and Zone Map Amendment, a Stage I Master Plan, Stage II Final Plan, Site Design Review, Tentative Subdivision Plat, Type C Tree Removal, and two Waivers.	
Staff Recommendation: Staff recommends City Council adopt Ordinance Nos. 854 and 855.			
Recommended Language for Motion: In two separate motions: <ul style="list-style-type: none"> • I move to adopt Ordinance No. 854 on first reading. • I move to adopt Ordinance No. 855 on first reading. 			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond West	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Approve, modify, or deny Ordinance Nos. 854 and 855 to annex 9.74 acres and rezone approximately 8.46 acres on the west side of SW Stafford Road north of SW Frog Pond Lane within the Frog Pond West Master Plan area, enabling development of a 29-lot subdivision.

EXECUTIVE SUMMARY:

The proposed subdivision is the fifth area, following the 71-lot Frog Pond Ridge, 44-lot Stafford Meadows and 74-lot Frog Pond Meadows subdivisions to the south and the 78-lot Morgan Farm subdivision to the west, proposed for annexation and subsequent development consistent with the Frog Pond West Master Plan. The subdivisions are envisioned to blend together as one cohesive neighborhood. Concurrent with the adoption of the Frog Pond West Maser Plan, the City added a new zoning district, Residential Neighborhood (RN), intended for application to the Master Plan area. The requested zone map amendment proposes applying the Residential Neighborhood (RN) Zone to the Frog Pond Ridge subdivision consistent with this intention.

EXPECTED RESULTS:

Adoption of Ordinance Nos. 854 and 855 will bring this portion of the Frog Pond West Master Plan area into the City and zone it for development consistent with the Master Plan.

TIMELINE:

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

CURRENT YEAR BUDGET IMPACTS:

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

FINANCIAL REVIEW:

Reviewed by: KAK Date: 2/9/2022

LEGAL REVIEW:

Reviewed by: BAJ Date: 2/10/2022

COMMUNITY INVOLVEMENT PROCESS:

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

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

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

ALTERNATIVES:

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

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Ordinance No. 854
 - A. Legal Description and Sketch Depicting Land/Territory to be Annexed
 - B. Petition for Annexation
 - C. Annexation Findings
 - D. Development Review Board Panel A Resolution No. 399 Recommending Approval of Annexation
2. Ordinance No. 855
 - A. Zoning Order DB21-0037 Including Legal Description and Sketch Depicting Zone Map Amendment
 - B. Zone Map Amendment Findings
 - C. Development Review Board Panel A Resolution No. 399 Recommending Approval of Zone Map Amendment

ORDINANCE NO. 854

AN ORDINANCE OF THE CITY OF WILSONVILLE ANNEXING APPROXIMATELY 9.74 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF SW STAFFORD ROAD NORTH OF SW FROG POND LANE INTO THE CITY LIMITS OF THE CITY OF WILSONVILLE, OREGON; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOTS 100, 300 AND 302, AND A PORTION OF SW STAFFORD ROAD RIGHT-OF-WAY, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. PAUL C. CHANEY, JANENE P. CHANEY, PETITIONERS.

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

WHEREAS, Paul C. Chaney and Janene P. Chaney, together representing 100 percent of the property ownership within the annexation area signed the petition; and;

WHEREAS, Paul C. Chaney and Janene P. Chaney, together representing a majority of the electors within the annexation area signed the petition; and

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

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

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

WHEREAS, on February 24, 2022 the City Council held a public hearing as required by Metro Code 3.09.050; and

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

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

1. FINDINGS.

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

2. DETERMINATION.

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

3. EFFECTIVE DATE OF ORDINANCE.

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

SUBMITTED to the Wilsonville City Council and read the first time at a meeting thereof on the 24th day of February 2022, and scheduled the second reading on March 7, 2022, commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 7th day of March 2022, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 7th day of March, 2022.

Julie Fitzgerald, Mayor

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Legal Description and Sketch Depicting Land/Territory to be Annexed
- B. Petition for Annexation
- C. Annexation Findings
- D. Development Review Board Panel A Resolution No. 399 Recommending Approval of Annexation



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

AKS Job #5252

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

EXHIBIT A

City Annexation Description

A tract of land, and a portion of right-of-way, located in the Northwest and Southwest One-Quarter of Section 7, Township 3 South, Range 1 East, and the Northeast and Southeast One-Quarter of Section 12, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Beginning at the southeast corner of Parcel II of Partition Plat 1991-043, Clackamas County Plat Records, also being on the west right-of-way line of Stafford Road (30.00 feet from centerline); thence along said west right-of-way line, North 01°40'07" East 33.45 feet to the westerly extension of the north right-of-way line of Kahle Road (15.00 feet from centerline); thence along said westerly extension, South 88°00'29" East 60.00 feet to the intersection of said north right-of-way line and the east right-of-way line of Stafford Road (30.00 feet from centerline); thence along said east right-of-way line, South 01°40'07" West 932.66 feet to the easterly extension of the north right-of-way line of Frogpond Lane (16.50 feet from centerline) and the City of Wilsonville city limits line; thence along said easterly extension and said city limits line, North 88°35'24" West 60.00 feet to the intersection of said north right-of-way line and the said west right-of-way line of Stafford Road; thence leaving said city limits line along said west right-of-way line, North 01°40'07" East 241.00 feet to the northeast corner of Document Number 2015-020686, Clackamas County Deed Records; thence along the north line of said deed, North 88°35'24" West 365.01 feet to the northwest corner thereof; thence along the west line of said deed, South 01°41'37" West 241.00 feet to said north right-of-way line of Frogpond Lane and said city limits line; thence along said north right-of-way line and said city limits line, North 88°35'24" West 142.58 feet to the southeast corner of Document Number 2018-044491, Clackamas County Deed Records; thence leaving said city limits line along the east line of said deed, North 01°40'07" East 897.83 feet to the south line of said Parcel II; thence along said south line, South 88°48'53" East 507.71 feet to the Point of Beginning.

The above described tract of land contains 9.74 acres, more or less.

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

12/7/2021

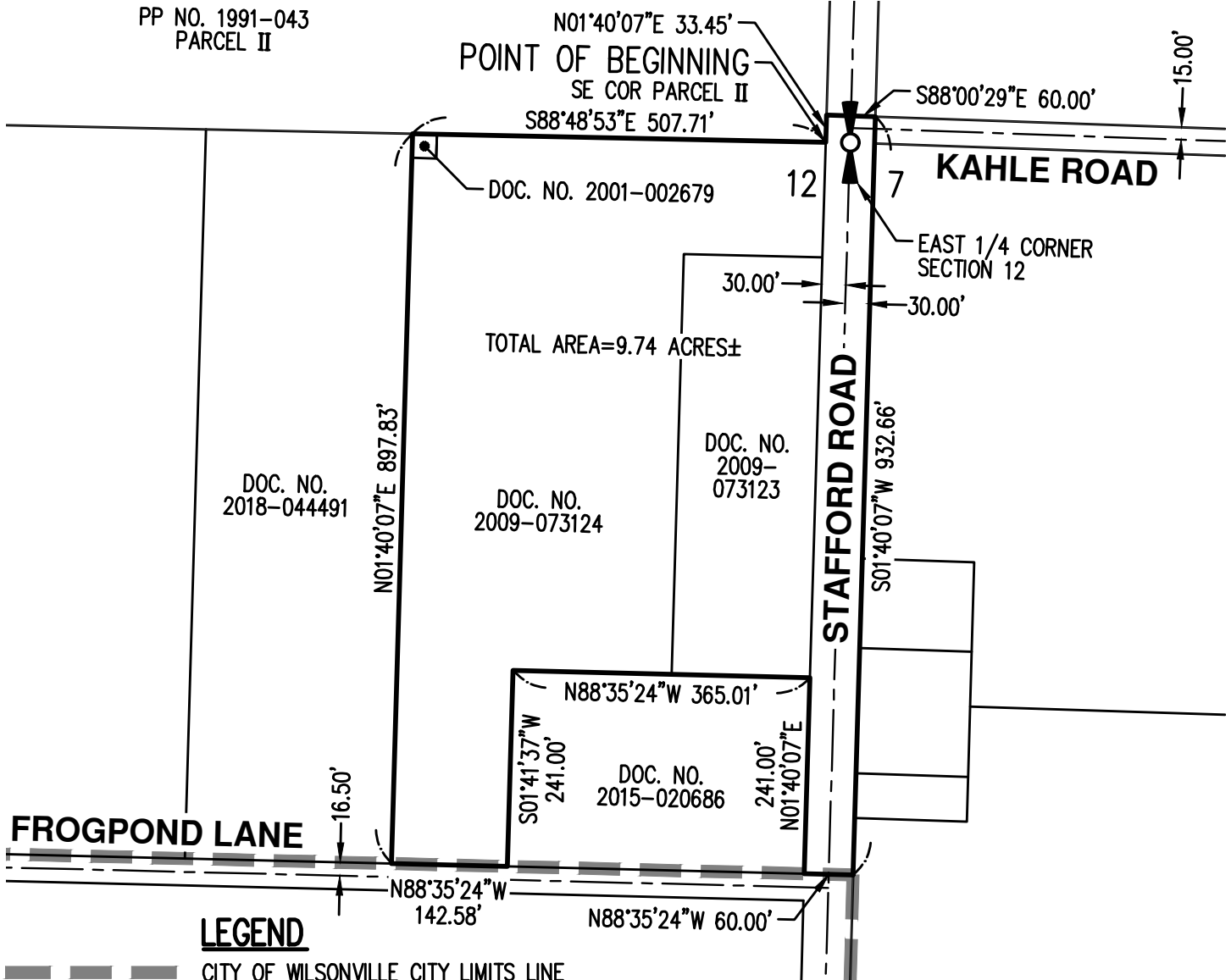
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 11, 2005
ROBERT D. RETTIG
60124LS

RENEWS: 12/31/22

EXHIBIT B

A TRACT OF LAND, AND A PORTION OF RIGHT-OF-WAY,
 LOCATED IN THE NORTHWEST AND SOUTHWEST 1/4 OF SECTION 7,
 TOWNSHIP 3 SOUTH, RANGE 1 EAST, AND
 THE NORTHEAST AND SOUTHWEST 1/4 OF SECTION 12,
 TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
 CLACKAMAS COUNTY, OREGON

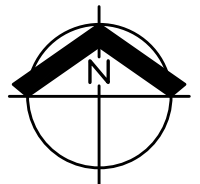


12/7/2021

PREPARED FOR

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

SCALE: 1" = 200 FEET



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

[Signature]
 OREGON
 JANUARY 11, 2005
 ROBERT D. RETTIG
 60124LS
 RENEWS: 12/31/22

CITY ANNEXATION MAP		EXHIBIT B
AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 503.563.6151 WWW.AKS-ENG.COM		DRWN: WCB CHKP: RDR AKS 115



PETITION FOR ANNEXATION

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

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

SIGNATURE	PRINTED NAME	I AM A: *			PROPERTY ADDRESS	PROPERTY DESCRIPTION			PRECINCT #	DATE	
		PO	RV	OV		LOT #	¼ SEC	T			R
<i>Paul C. Chaney</i>	Paul C. Chaney			X	27227 SW Stafford Rd, Wilsonville, OR 97070	100	12	3S	1W	323	4/20/21
<i>Janene P. Chaney</i>	Janene P. Chaney			X						✓	4/20/21
<i>Paul C. Chaney</i>	Paul C. Chaney			X	-	300	12	3S	1W	✓	4/20/21
<i>Janene P. Chaney</i>	Janene P. Chaney			X						✓	4/20/21
<i>Paul C. Chaney</i>	Paul C. Chaney			X	-	302	12	3S	1W	✓	4/20/21
<i>Janene P. Chaney</i>	Janene P. Chaney			X						✓	4/20/21

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

CERTIFICATION OF PROPERTY OWNERSHIP

I hereby certify that the attached petition for annexation contains the names of the owners¹ (as shown on the last available complete assessment roll) of 100% of the land area of the territory proposed for annexation as described in the attached petition.

NAME:



TITLE:

Cartographer

DEPARTMENT:

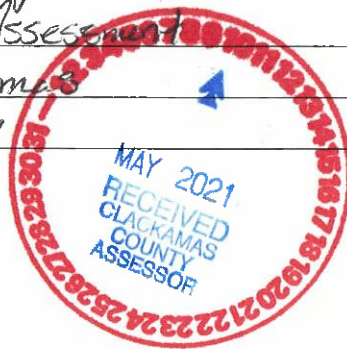
Tax Assessment

COUNTY OF:

Clackamas

DATE:

5/10/21



¹ "Owner" means the legal owner of record or, where there is a recorded a land contract which is in force, the purchaser thereunder. If there is a multiple ownership in a parcel of land each consenting owner shall be counted as a fraction to the same extent as the interest of the owner in the land bears in relation to the interest of the other owners and the same fraction shall be applied to the parcel's land mass and assessed value for purposes the consent petition. If a corporation owns land in territory proposed to be annexed, the corporation shall be considered the individual owner of that land.



Ordinance No. 854 Exhibit C
Annexation Findings

Frog Pond Crossing 29-Lot Subdivision

City Council
Quasi-Judicial Public Hearing

Hearing Date: February 24, 2022
Date of Report: February 14, 2022

Application No.: DB21-0036 Annexation

Request/Summary: City Council approval of quasi-judicial annexation of approximately 9.27 acres concurrently with proposed development as a single-family subdivision consistent with the Frog Pond West Master Plan.

Location: 27227 SW Stafford Road. The property is specifically known as TLID 100, 300, and 302, and a portion of SW Stafford Road right-of-way, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon

Owners/Petitioners: Chaney Paul C Co-Trustee

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

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

Comprehensive Plan Designation: Residential Neighborhood

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

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

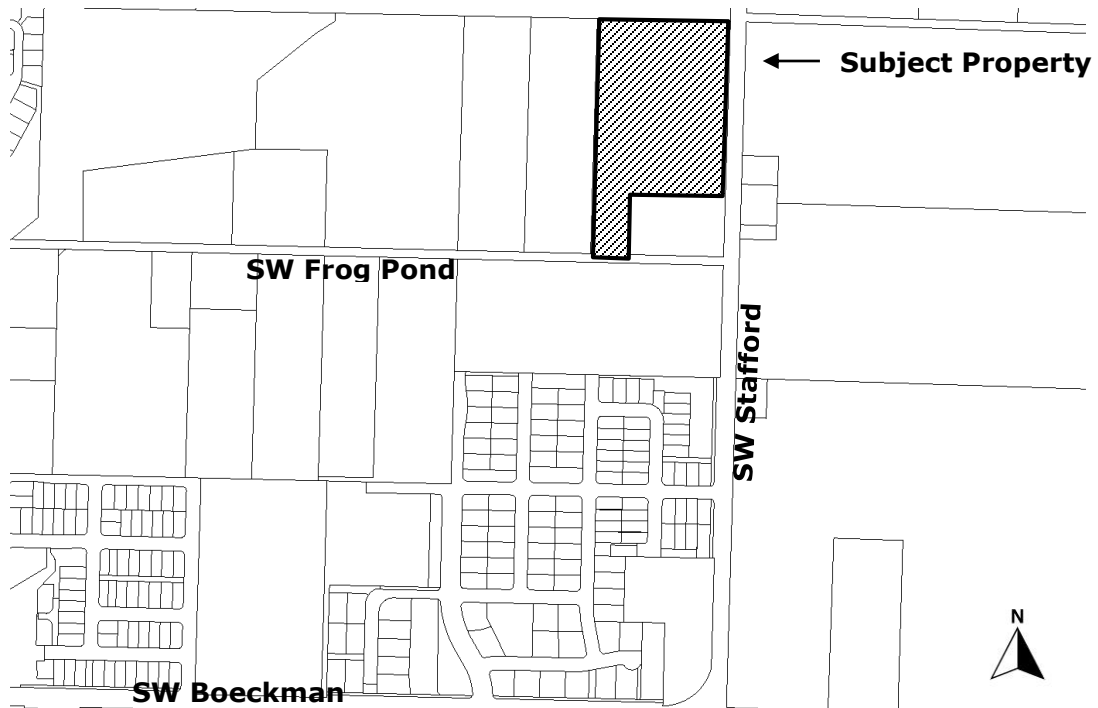
Staff Reviewer: Philip Bradford, Associate Planner

Staff/DRB Recommendation: Approve the requested annexation.

Applicable Review Criteria:

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

Vicinity Map



Background/Summary:

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

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

The proposed subdivision is the fifth development proposal Frog Pond West, following the 71-lot Frog Pond Ridge, 44-lot Stafford Meadows and 74-lot Frog Pond Meadows subdivisions to the south and the 78-lot Morgan Farm subdivision to the southwest. The subdivision will connect to the previously approved Frog Pond Ridge subdivision, blending together as one cohesive neighborhood.

All property owners in the annexation area have consented in writing to the annexation. No electors reside within the area proposed for annexation.

Conclusion and Conditions of Approval:

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

Request: DB21-0036 Annexation

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

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

General Information

Application Procedures-In General Section 4.008

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

Initiating Application Section 4.009

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

Request: DB21-0036 Annexation

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

Comprehensive Plan-Annexation and Boundary Changes

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

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

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

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

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

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

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

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

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

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

Wilsonville Development Code-Annexation

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

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

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

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

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

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

Metro Code

Local Government Boundary Changes Chapter 3.09

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

Oregon Revised Statutes (ORS)

Authority and Procedure for Annexation

ORS 222.111

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

Procedure Without Election by City Electors

ORS 222.120

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

Annexation by Consent of All Owners and Majority of Electors

ORS 222.125

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

Oregon Statewide Planning Goals

Planning Goals – Generally

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

A13. The area proposed for annexation will be developed consistent with the City's Comprehensive Plan and the Frog Pond West Master Plan, both of which have been found to meet the Statewide Planning Goals.

Housing

Goal 10

A14. The proposed Comprehensive Plan map amendments will continue to allow the City to meet its housing goals and obligations reflected in the Comprehensive Plan. Specifically:

- The City has an existing Housing Needs Analysis and Buildable Lands Inventory adopted in 2014 collectively known as the Wilsonville Residential Land Study. The key conclusions of this study are that Wilsonville: (1) may not have a 20-year supply

of residential land and (2) the City's residential policies meet Statewide Planning Goal 10 requirements.

- Under the Metro forecast, Wilsonville is very close to having enough residential land to accommodate expected growth. Wilsonville could run out of residential land by 2032.
- If Wilsonville grows faster than the Metro forecast, based on historic City growth rates, the City will run out of residential land before 2030.
- Getting residential land ready for development is a complex process that involves decisions by Metro, City decision makers, landowners, the Wilsonville community, and others. The City has started the master planning process for Frog Pond East and South neighborhoods to ensure that additional residential land is available within the City. The City also adopted a new plan and development standards for more multi-family units in the Wilsonville Town Center. Finally, the City provides infill opportunities, allowing properties with existing development at more rural densities to be re-zoned for more housing, which this application falls under.
- Wilsonville is meeting Statewide Planning Goal 10 requirements to “provide the opportunity for at least 50 percent of new residential units to be attached single family housing or multiple family housing” and to “provide for an overall density of 8 or more dwelling units per net buildable acre.”
- Wilsonville uses a two-map system, with a Comprehensive Plan Map designating a density for all residential land and Zone Map with zoning to implement the Comprehensive Plan designation. Rezoning the subject property to a higher density zone consistent with the Comprehensive Plan will ensure related zone map amendment and development approvals support the Comprehensive Plan and Goal 10.
- The proposal increases density allowed and development capacity within the existing urban growth boundary and improving the capacity identified in the 2014 study. The type of housing is anticipated to be single-family; however, the approval will allow middle housing consistent with House Bill 2001 and newly implemented City code to allow middle housing types.
- The proposal directly impacts approximately 1.7% of the developable residential land identified in the 2014 Wilsonville Residential Land Study (approximately 8.46 of 477 acres).

**DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 399**

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF AN ANNEXATION OF APPROXIMATELY 9.74 ACRES AND ZONE MAP AMENDMENT FROM RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) TO RESIDENTIAL NEIGHBORHOOD (RN) FOR APPROXIMATELY 8.46 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF STAFFORD ROAD NORTH OF SW FROG POND LANE, AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I PRELIMINARY PLAN, STAGE II FINAL PLAN, SITE DESIGN REVIEW OF PARKS AND OPEN SPACE, TENTATIVE SUBDIVISION PLAT, TYPE C TREE PLAN, WAIVER TO OPEN SPACE LOCATION AND WAIVER TO MINIMUM STREET FRONTAGE FOR A 29-LOT RESIDENTIAL SUBDIVISION. THE SUBJECT SITE IS LOCATED AT 27227 SW STAFFORD ROAD ON TAX LOTS 100, 300, AND 302 AND A PORTION OF STAFFORD ROAD RIGHT-OF-WAY, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. AKS ENGINEERING & FORESTRY, LLC – REPRESENTATIVE FOR VENTURE PROPERTIES, LLC – APPLICANT AND CHANEY PAUL C CO-TRUSTEE – OWNER.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the Planning Staff has prepared staff report on the above-captioned subject dated February 7, 2022, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a scheduled meeting conducted on February 14, 2022, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated February 7, 2022, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:

DB21-0036 through DB21-0044; Annexation, Zone Map Amendment, Stage I Preliminary Plan, Stage II Final Plan, Site Design Review of Parks and Open Space, Tentative Subdivision Plat, Class C Tree Plan, Waiver – Open Space Location, and Waiver – Minimum Street Frontage.

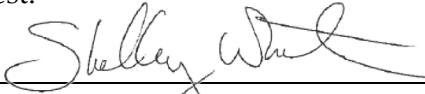
ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 14th day of February, 2022 and filed with the Planning Administrative Assistant on February 15, 2022. This resolution is final on the 15th calendar day after the postmarked date of the

written notice of decision per WC Sec 4.022(.09) unless appealed per WC Sec 4.022(.02) or called up for review by the council in accordance with WC Sec 4.022(.03).



Jean Svadlenka, Chair – Panel A
Wilsonville Development Review Board

Attest:



Shelley White, Planning Administrative Assistant

ORDINANCE NO. 855

AN ORDINANCE OF THE CITY OF WILSONVILLE APPROVING A ZONE MAP AMENDMENT FROM THE CLACKAMAS COUNTY RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) ZONE TO THE RESIDENTIAL NEIGHBORHOOD (RN) ZONE ON APPROXIMATELY 8.46 ACRES ON THE WEST SIDE OF SW STAFFORD ROAD NORTH OF SW FROG POND LANE; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOTS 100, 300 AND 302, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. VENTURE PROPERTIES, INC., APPLICANT.

WHEREAS, certain real property within the Frog Pond West Master Plan is being annexed into the City; and

WHEREAS, the City of Wilsonville desires to have the properties zoned consistent with their Wilsonville Comprehensive Plan Map designation of “Residential Neighborhood” rather than maintain the current Clackamas County zoning designations; and

WHEREAS, concurrent with the adoption of the Frog Pond West Master Plan and designating the subject property as “Residential Neighborhood” in the Comprehensive Plan Map, the City added a new zoning district Residential Neighborhood (RN) intended for application to the Master Plan area; and

WHEREAS, the Zone Map Amendment is contingent on annexation of the property to the City of Wilsonville, which annexation has been petitioned for concurrently with the Zone Map Amendment request; and

WHEREAS, the City of Wilsonville Planning Staff analyzed the Zone Map Amendment request and prepared a staff report for the Development Review Board, finding that the application met the requirements for a Zone Map Amendment and recommending approval of the Zone Map Amendment, which staff report was presented to the Development Review Board on February 14, 2022; and

WHEREAS, the Development Review Board Panel 'A' held a duly advertised public hearing on the application for a Zone Map Amendment on February 14, 2022, and after taking public testimony and giving full consideration to the matter, adopted Resolution No. 399 which recommends City Council approval of the Zone Map Amendment request (Case File DB21-0037), adopts the staff report with findings and recommendation, all as placed on the record at the hearing; and

WHEREAS, on February 24, 2022, the Wilsonville City Council held a public hearing regarding the above described matter, wherein the City Council considered the full public record made before the Development Review Board, including the Development Review Board and City Council staff reports; took public testimony; and, upon deliberation, concluded that the proposed Zone Map Amendment meets the applicable approval criteria under the City of Wilsonville Development Code.

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

1. FINDINGS.

The City Council adopts, as findings and conclusions, the forgoing Recitals and the Zone Map Amendment Findings in Exhibit B, as if fully set forth herein.

2. DETERMINATION.

The official City of Wilsonville Zone Map is hereby amended, upon finalization of the annexation of the property to the City, by Zoning Order DB21-0037, attached hereto as Exhibit A, from the Clackamas County Rural Residential Farm Forest 5 (RRFF5) Zone to the Residential Neighborhood (RN) Zone.

3. EFFECTIVE DATE OF ORDINANCE.

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

SUBMITTED to the Wilsonville City Council and read the first time at a meeting thereof on the 24th day of February 2022, and scheduled the second reading on March 7th, 2022 commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 7th day of March 2022, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 7th day of March, 2022

Julie Fitzgerald, Mayor

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Zoning Order DB21-0037 Including Legal Description and Sketch Depicting Zone Map Amendment
- B. Zone Map Amendment Findings
- C. Development Review Board Panel A Resolution No. 399 Recommending Approval of Zone Map Amendment

**BEFORE THE CITY COUNCIL OF
THE CITY OF WILSONVILLE,
OREGON**

In the Matter of the Application of)	
Venture Properties, Inc.)	
for a Rezoning of Land and Amendment)	ZONING ORDER DB21-0037
of the City of Wilsonville Zoning Map)	
Incorporated in Section 4.102 of the)	
Wilsonville Code.)	

The above-entitled matter is before the Council to consider the application of DB21-0037, for a Zone Map Amendment and an Order, amending the official Zoning Map as incorporated in Section 4.102 of the Wilsonville Code.

The Council finds that the subject property (“Property”), legally described and shown on the attached legal description and sketch, has heretofore appeared on the Clackamas County zoning map Rural Residential Farm Forest 5 (RRFF5).

The Council having heard and considered all matters relevant to the application for a Zone Map Amendment, including the Development Review Board record and recommendation, finds that the application should be approved.

THEREFORE IT IS HEREBY ORDERED that The Property, consisting of approximately 8.46 acres on the on the west side of SW Stafford Road north of SW Frog Pond Lane comprising Tax Lots 100, 300 and 302, of Section 12D, as more particularly shown and described in the attached legal description and sketch, is hereby rezoned to Residential Neighborhood (RN), subject to conditions detailed in this Order’s adopting Ordinance. The foregoing rezoning is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.102 WC) and shall appear as such from and after entry of this Order.

Dated: This 7th day of March,
2022.

JULIE FITZGERALD, MAYOR

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney

ATTEST:

Kimberly Veliz, City Recorder

Attachment: Legal Description and Sketch Depicting Land/Territory to be Rezoned



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

AKS Job #5252

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

EXHIBIT A

Zone Change Description

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

Beginning at the southeast corner of Parcel II of Partition Plat 1991-043, Clackamas County Plat Records, also being on the west right-of-way line of Stafford Road (30.00 feet from centerline); thence along said west right-of-way line, South 01°40'07" West 658.82 feet to the northeast corner of Document Number 2015-020686, Clackamas County Deed Records; thence along the north line of said deed, North 88°35'24" West 365.01 feet to the northwest corner thereof; thence along the west line of said deed, South 01°41'37" West 241.00 feet to the north right-of-way line of Frogpond Lane and the City of Wilsonville city limits line; thence along said north right-of-way line and said city limits line, North 88°35'24" West 142.58 feet to the southeast corner of Document Number 2018-044491, Clackamas County Deed Records; thence leaving said city limits line along the east line of said deed, North 01°40'07" East 897.83 feet to the south line of said Parcel II; thence along said south line, South 88°48'53" East 507.71 feet to the Point of Beginning.

The above described tract of land contains 8.46 acres, more or less.

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

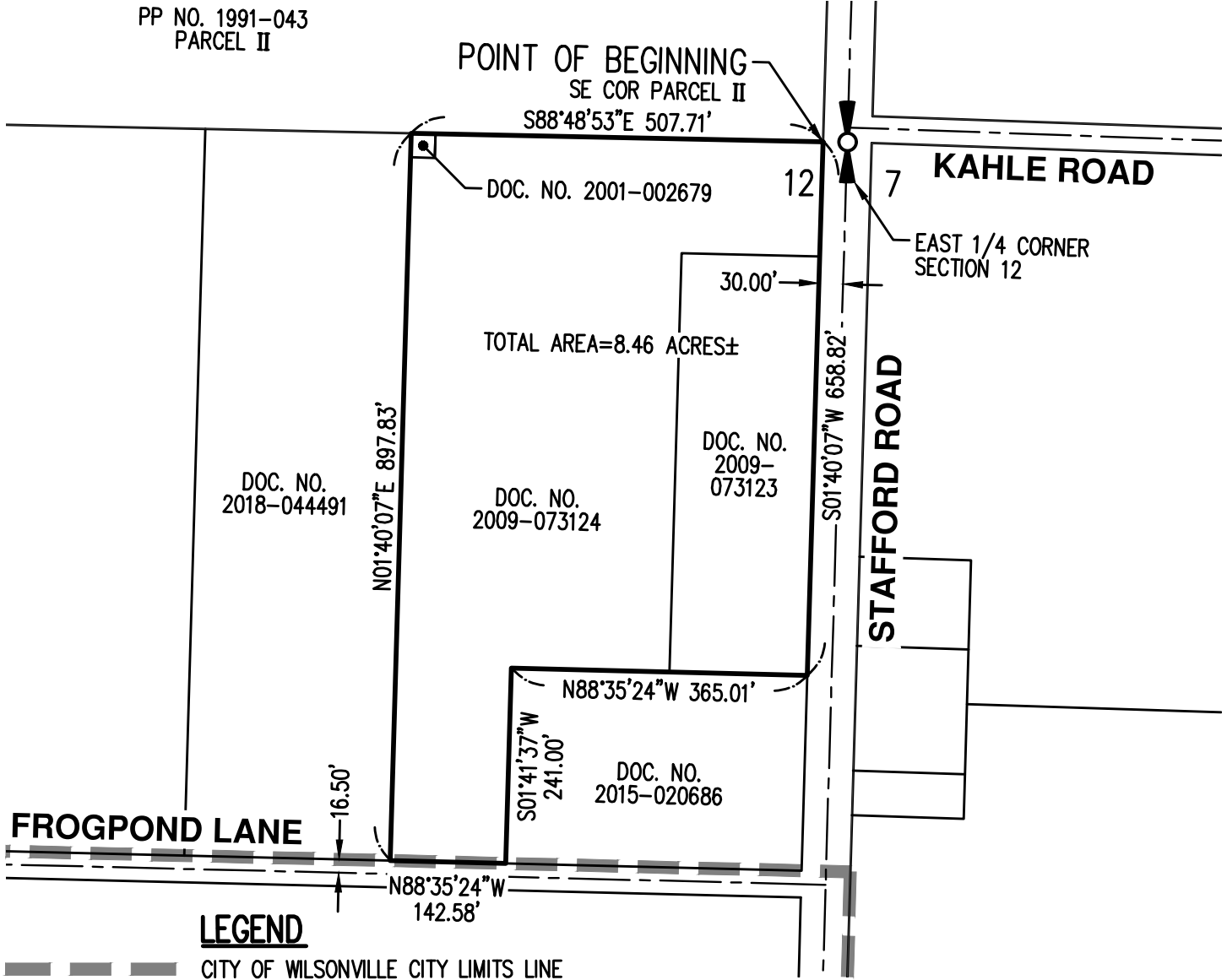
12/7/2021



OREGON
 JANUARY 11, 2005
 ROBERT D. RETTIG
 60124LS
 RENEWS: 12/31/22

EXHIBIT B

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



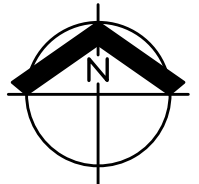
12/7/2021

REGISTERED
PROFESSIONAL
LAND SURVEYOR

PREPARED FOR

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

SCALE: 1" = 200 FEET



[Handwritten Signature]

OREGON
JANUARY 11, 2005
ROBERT D. RETTIG
60124LS

RENEWS: 12/31/22

ZONING CHANGE MAP

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



EXHIBIT
B

DRWN: WCB
CHKD: RDR
AKS 133



Ordinance No. 855 Exhibit B
Zone Map Amendment Findings

Frog Pond Crossing 29-Lot Subdivision

City Council
Quasi-Judicial Public Hearing

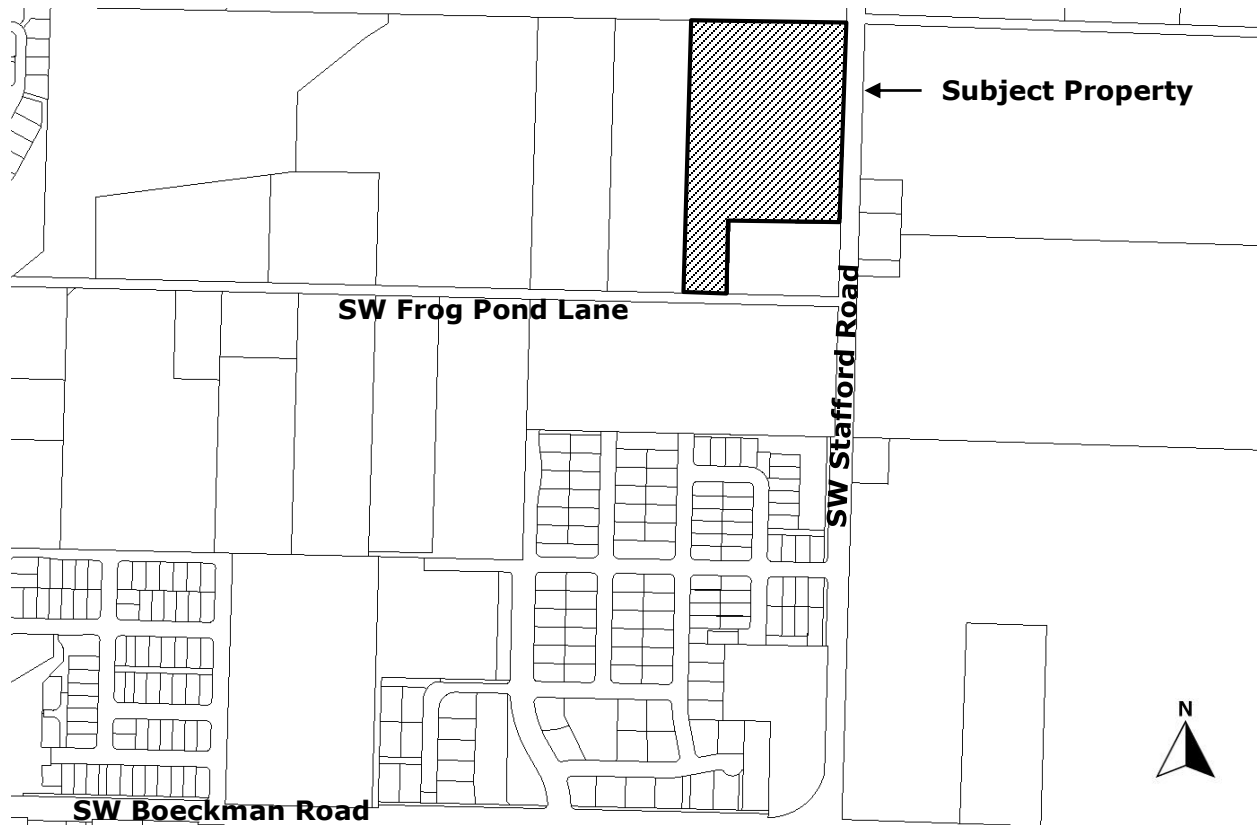
Hearing Date:	February 24, 2022
Date of Report:	February 14, 2022

Application No.:	DB21-0037 Zone Map Amendment
Request:	The request before the City Council is a Zone Map Amendment for approximately 8.46 acres.
Location:	27227 SW Stafford Road. The property is specifically known as TLID 100, 300, and 302, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon.
Owners:	Chaney Paul C Co-Trustee
Applicant:	Venture Properties, Inc. (Contact: Kelly Ritz)
Applicant's Rep.:	AKS Engineering & Forestry, LLC. (Contact: Mimi Doukas, AICP, RLA)
Comprehensive Plan Designation:	Residential Neighborhood
Zone Map Classification (Current):	RRFF 5 (Rural Residential Farm Forest 5-Acre)
Zone Map Classification (Proposed):	RN (Residential Neighborhood)
Staff Reviewers:	Philip Bradford, Associate Planner
Staff/DRB Recommendation:	<u>Adopt</u> the requested Zone Map Amendment.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.110	Zones
Section 4.127	Residential Neighborhood (RN) Zone
Section 4.197	Zone Changes
<u>Comprehensive Plan and Sub-elements:</u>	
Citizen Involvement	
Urban Growth Management	
Public Facilities and Services	
Land Use and Development	
Plan Map	
Area of Special Concern L	
Transportation Systems Plan	
Frog Pond West Master Plan	
<u>Regional and State Law and Planning Documents</u>	
Statewide Planning Goals	

Vicinity Map



Summary:

Zone Map Amendment (DB21-0037)

Concurrent with the adoption of the Frog Pond West Master Plan, the City added a new zoning district, Residential Neighborhood (RN), intended for application to the Master Plan area. The applicant proposes applying the RN Zone to the subject property consistent with this intention.

Conclusion and Conditions of Approval:

Staff and the Development Review Board recommend approval with the following condition:

Request: DB21-0037 Zone Map Amendment

This action is contingent upon annexation of the subject properties to the City of Wilsonville (DB21-0036).

Findings:

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

General Information

Application Procedures-In General

Section 4.008

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

Initiating Application

Section 4.009

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

Request: DB21-0037 Zone Map Amendment

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

Comprehensive Plan

“Residential Neighborhood” on Comprehensive Plan Map, Purpose of “Residential Neighborhood” Designation

Policy 4.1.7.a.

B1. The subject area has a Comprehensive Plan Map Designation of “Residential Neighborhood”. The designation enables development of the site consistent with the purpose of this designation as set forth in the legislatively adopted Frog Pond West Master Plan, resulting in an attractive, cohesive and connected residential neighborhood with high quality architecture and community design, transportation choices, and preserved and enhanced natural resources.

“Residential Neighborhood” Zone Applied Consistent with Comprehensive Plan Implementation Measure 4.1.7.c.

B2. The applicant requests the subject area receive the zoning designation of Residential Neighborhood (RN) as required for areas with the Comprehensive Plan Map Designation of “Residential Neighborhood”.

Safe, Convenient, Healthful, and Attractive Places to Live
Implementation Measure 4.1.4.c.

B3. The proposed RN zoning allows the use of planned developments consistent with the legislatively adopted Frog Pond West Master Plan, enabling development of safe, convenient, healthful, and attractive places to live.

Residential Density
Implementation Measure 4.1.4.u.

B4. The subject area will be zoned RN allowing application of the adopted residential densities of the Frog Pond West Master Plan. The sub-districts established in the Frog Pond West Master Plan govern the allowed residential densities. See also Request C, Stage I Preliminary Plan.

Development Code

Zoning Consistent with Comprehensive Plan
Section 4.029

B5. The applicant requests a zone change concurrently with a Stage I Preliminary Plan, Stage II Final Plan, and other related development approvals. The proposed zoning designation of RN is consistent with the Comprehensive Plan “Residential Neighborhood” designation. See also Finding B2 above.

Base Zones

Subsection 4.110 (.01)

B6. The requested zoning designation of RN is among the base zones identified in this subsection.

Residential Neighborhood (RN) Zone

Purpose of the Residential Neighborhood (RN) Zone

Subsection 4.127 (.01)

B7. The request to apply the RN Zone on lands designated “Residential Neighborhood” on the Comprehensive Plan Map enables a planned development process implementing the “Residential Neighborhood” policies and implementation measures of the Comprehensive Plan and the Frog Pond West Master Plan.

Permitted Uses in the Residential Neighborhood (RN) Zone

Subsection 4.127 (.02)

B8. Concurrent with the zone map amendment request the applicant requests approval of a twenty nine (29)-lot residential subdivision. Single-family dwelling units, Duplex, Triplex, Quadplex, Cluster Housing, Cohousing, Cluster Housing (Frog Pond West Master Plan), open space, and public and private parks are among the permitted uses in the RN Zone.

Residential Neighborhood (RN) Zone Sub-districts and Residential Density

Subsection 4.127 (.05) and (.06)

B9. The proposed uses, number of lots, preservation of open space, and general block and street layout are generally consistent with the Frog Pond West Master Plan. Specifically in regards to residential land use lot count, the proposed Stage I area includes portions of medium lot Sub-districts 11 and small lot Sub district 10. The following table summarizes how the proposed residential units in each Sub-district are consistent with the Master Plan recommendations. The configuration of lots as proposed will allow for buildout of these sub-districts consistent with the Master Plan recommendations.

Subdistrict and Land Use Designation	Gross Site Area (ac)	Percent of Sub-district	Established DU range for Sub-district	DU Range for Site	Proposed DU	Total DU within Sub-district - Approved and Proposed
10 – R-5	.8	14%	30-38	4-5	5	0 Approved 5 Proposed 5 Total
11 – R-7	5.2	41%	46-58	19-24	24	0 Approved 24 Proposed 24 Total
Total	6			23-29	29	

**DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 399**

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF AN ANNEXATION OF APPROXIMATELY 9.74 ACRES AND ZONE MAP AMENDMENT FROM RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) TO RESIDENTIAL NEIGHBORHOOD (RN) FOR APPROXIMATELY 8.46 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF STAFFORD ROAD NORTH OF SW FROG POND LANE, AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I PRELIMINARY PLAN, STAGE II FINAL PLAN, SITE DESIGN REVIEW OF PARKS AND OPEN SPACE, TENTATIVE SUBDIVISION PLAT, TYPE C TREE PLAN, WAIVER TO OPEN SPACE LOCATION AND WAIVER TO MINIMUM STREET FRONTAGE FOR A 29-LOT RESIDENTIAL SUBDIVISION. THE SUBJECT SITE IS LOCATED AT 27227 SW STAFFORD ROAD ON TAX LOTS 100, 300, AND 302 AND A PORTION OF STAFFORD ROAD RIGHT-OF-WAY, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. AKS ENGINEERING & FORESTRY, LLC – REPRESENTATIVE FOR VENTURE PROPERTIES, LLC – APPLICANT AND CHANEY PAUL C CO-TRUSTEE – OWNER.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the Planning Staff has prepared staff report on the above-captioned subject dated February 7, 2022, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a scheduled meeting conducted on February 14, 2022, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated February 7, 2022, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:

DB21-0036 through DB21-0044; Annexation, Zone Map Amendment, Stage I Preliminary Plan, Stage II Final Plan, Site Design Review of Parks and Open Space, Tentative Subdivision Plat, Class C Tree Plan, Waiver – Open Space Location, and Waiver – Minimum Street Frontage.

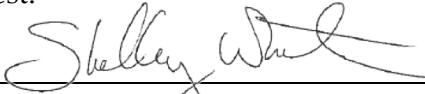
ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 14th day of February, 2022 and filed with the Planning Administrative Assistant on February 15, 2022. This resolution is final on the 15th calendar day after the postmarked date of the

written notice of decision per WC Sec 4.022(.09) unless appealed per WC Sec 4.022(.02) or called up for review by the council in accordance with WC Sec 4.022(.03).



Jean Svadlenka, Chair – Panel A
Wilsonville Development Review Board

Attest:



Shelley White, Planning Administrative Assistant

WILSONVILLE
CITY COUNCIL
GOALS 2021-2023
WORK PLAN



UPDATED – FEBRUARY 2022

Contents

Goal 1: Increase Mobility for all in Wilsonville	3
Strategy 1.1 Advocate at the federal, state and regional level to complete the Boone Bridge replacement..	3
Strategy 1.2 Pursue a legislative strategy to support aligning the SMART service boundaries with the City limits.	4
Strategy 1.3 Work with ODOT to incorporate the French Prairie Bridge crossing into the Boone Bridge project.....	4
Strategy 1.4 Leverage existing City funds to attract outside funding for the I-5 bike and pedestrian bridge..	5
Strategy 1.5 Implement existing transportation plans and advance planning efforts to improve our local transportation network.	6
Goal 2: Support local business recover post-pandemic.....	6
Strategy 2.1 Develop programs for business support using ARPA funds.	6
Strategy 2.2 Convene the Chamber of Commerce and Small Business Development Center (SBDC) to assess local business needs and available resources.....	7
Goal 3: Expand home ownership for lower income levels and first-time home buyers	7
Strategy 3.1 Continue implementation of the City's Equitable Strategic Housing Plan (ESHP) and explore funding options including Construction Excise Tax (CET), Vertical Housing Development Zone (VHDZ), etc..	7
Strategy 3.2 Explore examples of other programs to support home ownership for low-income residents and first-time homebuyers as part of the Frog Pond East and South Master Plan.....	8
Strategy 3.3 Develop a concept plan, zoning strategy, public outreach, identify partners, pursue grant funding, and draft development agreement for a transit-oriented development (TOD) project at WES Transit Center site.....	9
Goal 4: Attract high quality industry and economic opportunity in Wilsonville	10
Strategy 4.1 Leverage the Coffee Creek Urban Renewal District with the goal of attracting new industry that pays family-wage jobs in two years.....	10
Strategy 4.2 Advance the existing strategy for recruitment and expansion of the City's industrial areas.....	11
Strategy 4.3 Develop a land aggregation strategy and conduct outreach with property owners to explore long term plans in Basalt and Coffee Creek.....	11
Strategy 4.4 Identify and convene key stakeholders for workforce development to understand challenges, gaps and opportunities to support local high-paying jobs for the Wilsonville community.....	12
Strategy 4.5 Conduct outreach to help us prioritize infrastructure investments in the industrial area to expedite private investment.....	12

Goal 5: Align infrastructure plan with sustainable financing sources 12

 Strategy 5.1 Conduct a financial analysis to explore costs and revenue options to fund the City's major infrastructure projects that are currently without identifiable funding..... 12

 Strategy 5.2 Update the urban renewal strategic plan..... 13

 Strategy 5.3 Establish the Arts and Culture Board and fund a feasibility study for performing arts facility.. 14

Goal 6: Engage the community to support emergency preparedness and resiliency 15

 Strategy 6.1 Work with emergency response providers to identify gaps and enhance Wilsonville's emergency preparedness planning for all types of emergencies/ disasters. 15

 Strategy 6.2 Connect the community (residents and businesses) with emergency response resources and educational materials to improve individuals' response planning. 16

Goal 7: Protect Wilsonville’s environment and increase access to sustainable lifestyle choices..... 17

 Strategy 7.1 Update the City's Comprehensive Plan to include a section on the environmental impacts of the Aurora State Airport. 17

 Strategy 7.2 Participate in the Aurora State Airport planning discussions to represent Wilsonville's environmental interests. 18

 Strategy 7.3 Develop a Wilsonville climate action strategy in alignment with Clackamas County's planning efforts. 19

 Strategy 7.4 Explore options to expand access to urban gardening and other sustainable lifestyle choices.19

 Strategy 7.5 Continue implementation of Wilsonville's existing environmental programs and practices..... 20

Goal 1: Increase Mobility for all in Wilsonville

Strategy 1.1 Advocate at the federal, state and regional level to complete the Boone Bridge replacement.

Project Description: Lobby key regional, state and federal leaders and agencies to raise awareness and for funding; communicate advancements with the community and provide council updates as needed.

Project Lead: Mark Ottenad / Bill Evans

Project Timeline:

Jan – Mar 2021:

- Acting in advance of City-sponsored legislation, the Oregon Transportation Commission reallocates \$3.7 million of 2020-23 STIF funds in March 2021 to advance next phase on engineering design for I-5 Boone Bridge and Seismic Improvement Project. Complete study to provide required NEPA analysis and projected final cost.

Apr – Jun 2021:

- Legislature names in HB 3055/SB 5006 of June 2021 the I-5 Boone Bridge and Seismic Improvement Project as a priority ODOT project on par with I-205/Abernathy Bridge, I-5/I-84 Rose Quarter and Highway 217 highway improvement projects with access to a potential \$30 million/year of bonded funding authorized over a six-year period.

FY2021-22

July – Sept 2021:

- ODOT has proposed in July 2021 for the 2024-27 STIP to advance a \$9-11 million highway modernization project that is component of the I-5 Boone Bridge Seismic Improvement Project: to build a limited-segment northbound auxiliary lane from the Wilsonville-Hubbard Cutoff Highway 551 on-ramp to the Miley Road / Charbonneau on-ramp to I-5.
- City staff meet with Congressional staff in August 2021 to discuss surface transportation issues and prospective funding for transportation infrastructure.
- Schedule ODOT staff to appear in Sept 2021 before City Council to present on transportation issues. including proposed tolling and developments south of Wilsonville.

Previous Updates:

Nov. 2021 - Compose articles for publication in The Boones Ferry Messenger updating community on various aspects of ODOT transportation improvements in South Metro I-5 Corridor.

Quarterly Update: In Progress

Feb. 2022 - Compose articles for publication in The Boones Ferry Messenger updating community on various aspects of ODOT transportation improvements in South Metro I-5 Corridor. Metro advances Metropolitan Transportation Improvement Plan (MTIP) amendment to Joint Policy Advisory Committee on Transportation (JPACT) to advance I-5/Boone Bridge and Seismic Improvement Project.

Strategy 1.2 Pursue a legislative strategy to support aligning the SMART service boundaries with the City limits.

Project Description: *Work with Metro, FHWA, FTA, TriMet, Counties and other parties to elevate SMART to have a seat at the JPACT table and use leverage in 2026 when the WES agreement expires.*

Project Lead: *Mark Ottenad, Dwight Brashear, Barbara Jacobson*

Project Timeline:

Jan – Mar 2021:

- *Successfully advance City/SMART request for SMART seat on JPACT before FHWA and FTA via Metro MPO TMA review process in Feb 2021 before the Clackamas County Coordinating Committee, seeking letter of support/endorsement.*

Apr – Jun 2021:

- *Joint Policy Advisory Committee on Transportation (JPACT) Chair writes to Clackamas County Coordinating Committee (C4) acknowledging need for better transit coordination, and intends to convene meetings in summer or fall 2021.*

FY2021-22

July – Sept 2021:

- *City/SMART follow-up with JPACT Chair and Metro staff for convening of meetings.*
- *City/SMART write letter of welcome to new TriMet General Manager (GM) and request a meeting.*

Previous Updates:

Nov. 2021 - City/SMART staff follow-up with C4 and Metro JPACT regarding proposed mediation.

City/SMART staff follow-up with TriMet on meeting request with GM.

Mayor meets with Metro Councilors to discuss various issues, including transit service boundary.

Quarterly Update: In Progress

Feb. 2022 - City/SMART staff follow-up with C4 and Metro JPACT regarding proposed mediation.

City/SMART staff met with TriMet GM.

Strategy 1.3 Work with ODOT to incorporate the French Prairie Bridge crossing into the Boone Bridge project.

Project Description: *Work with ODOT to confirm the French Prairie Bridge as the alternative transportation facility for the I-5 Boone Bridge and Seismic Improvement Project and in the Regional Mobility Pricing Project / Comprehensive Congestion Management and Mobility Plan.*

Project Lead: *Mark Ottenad, Zach Weigel*

Project Timeline:

Jan – Mar 2021:

- *The City submitted letters in March 2021 to Oregon Transportation Committee and Legislature advocating for named inclusion of the French Prairie Bridge.*

Apr – Jun 2021

- *The City submitted letters in May 2021 to Legislative leadership advocating for named inclusion of the French Prairie Bridge.*

FY2021-22

Jul – Sept 2021

- *Schedule ODOT staff to appear in Sept 2021 before City Council to present on transportation issues, including status of I-5 Boone Bridge project and status of French Prairie Bridge as potential alternative transportation facility.*

Previous Updates:

Nov. 2021- ODOT presented an update on the Boone Bridge project to City Council in September.

Quarterly Update: In Progress

Feb. 2022 – No Update.

Strategy 1.4 Leverage existing City funds to attract outside funding for the I-5 bike and pedestrian bridge.

Project Description: *Work with Metro, ODOT, Counties, Congressional staff and other interested parties to seek complementary funds without overhead that advance project.*

Project Lead: *Mark Ottenad, Zach Weigel*

Project Timeline:

FY2021-22

July - Sept 2021:

- *Bring pedestrian walkway and plaza designs for August 2021 City Council meeting.*

Oct – Dec 2021:

- *Design should be complete in November 2021*

Previous Updates:

Nov. 2021 - Design team presented 60% design to Planning Commission and City Council for feedback in August. Design team is continuing with 90% design, incorporating feedback received to date.

Quarterly Update: In Progress

Feb. 2022 - 90% design drawings were submitted in December. Design team is currently reviewing 90% construction drawings and specifications. Metro Intergovernmental Agreement requirements for funding design of the project have been satisfied. Staff continue to assess construction funding opportunities for the project.

Strategy 1.5 Implement existing transportation plans and advance planning efforts to improve our local transportation network.

Project Description:

Project Lead: *TBD*

Project Timeline:

Quarterly Update:

Goal 2: Support local business recover post-pandemic

Strategy 2.1 Develop programs for business support using ARPA funds.

Project Description: *Identify programs to support business.*

Project Lead: *Chris Neamtzu/ Bryan Cosgrove*

Project Timeline:

Immediate work (business needs), to be complete by the end of 2021.

Work with Chamber of Commerce for Outreach.

Previous Updates:

Nov. 2021- The Executive Team has been engaged in a brainstorming exercise to come up with various project ideas and evaluation criteria. The City Manager and Finance Director are initiating a conversation with the City Council regarding project ideas for eligible expenditures using ARPA funds at the September 20, 2021 City Council meeting.

Quarterly Update: In Progress

Feb. 2022 – City Council agreed to add resources for the new Economic Development Manager after he does an analysis of what might be needed for additional business support.

Strategy 2.2 Convene the Chamber of Commerce and Small Business Development Center (SBDC) to assess local business needs and available resources.

Project Description: See Strategy 2.1 above.

Project Lead: Chris Neamtzu/ Matt Lorenzen

Project Timeline:

Immediate work (business needs), to be complete by the end of 2021.

Work with Chamber of Commerce for Outreach.

Quarterly Update: In Progress

Feb. 2022 - New Economic Development Manager (EDM), Matt Lorenzen, has held initial meeting with Chamber CEO and has established relationship with Clackamas SBDC Director, Rob Campbell. If additional small business support is desired by Council, beyond a potential ARPA-funded project (see Strategy 2.1), EDM will execute, as desired.

Until such time, EDM is coordinating with Sherwood, Tigard, and Forest Grove to hold bimonthly (every other month) small business webinars/workshops (<https://bit.ly/sml-biz-wbnr>). EDM is working to establish a newsletter to Wilsonville business community to elevate and promote these webinars. In the interim, City communication channels will be utilized—website, social media, etc.

Goal 3: Expand home ownership for lower income levels and first-time home buyers

Strategy 3.1 Continue implementation of the City's Equitable Strategic Housing Plan (ESHSP) and explore funding options including Construction Excise Tax (CET), Vertical Housing Development Zone (VHDZ), etc.

Project Description: This project explores implementation of several ESHSP actions and recommendations, including those on the Actions Requiring Further Exploration list. This includes work already underway to implement Vertical Housing Development Zones (VHDZ) as a means to incentivize mixed-use development in Villebois Village Center and Town Center (part of Action 1D). The City has contracted with ECONorthwest to assist with this work. Additional work on ESHSP implementation will require City Council direction to determine if the City desires to implement CET to serve as a funding source for future activities in support of affordable housing, as well as which aspects of Action 1E (Facilitate Connections to Partners and Housing Resources through City Liaison) are of highest priority

to Council. Direction on these items will allow for future implementation of items on the Actions Requiring Further Exploration list.

Project Lead: Kim Rybold

Project Timeline: Current project scope with ECONorthwest for VHDZ implementation

Q4 2021 – Discuss commercial criteria and Town Center boundary options with City Council

Q1 2021 – VHDZ adoption

Other activities

Q4 2021 – Council work session to gather input and direction on CET, ESHP Action 1E, and other items from the EHSP Actions Requiring Further Exploration list

2022 – Work to implement additional EHSP actions. Exact timing will depend on Council prioritization of EHSP Actions and funding opportunities.

Previous Updates:

Nov. 2021 - In August, the project team presented a memo to City Council to respond to questions and suggestions raised during a work session in May about potential VHDZ implementation in vertical, mixed-use areas of the City. Based on Council direction to examine criteria options for how to define eligible non-residential spaces as well as possible boundaries in Town Center, the project team conducted additional research and analysis on these topics during September in preparation for an upcoming Council work session in November.

Quarterly Update: In Progress

Feb. 2022- The project team shared site design alternatives with City Council in November and gathered feedback on preferred options and possible development incentives. Based on this input, the team began drafting the RFQ with anticipated release in late Q1 2022.

Strategy 3.2 Explore examples of other programs to support home ownership for low-income residents and first-time homebuyers as part of the Frog Pond East and South Master Plan.

Project Description: *The Frog Pond East and South Master Plan scope includes exploring affordable housing opportunities. This includes, per Council direction, a particular look at affordable home ownership opportunities.*

Project Lead: *Miranda Bateschell/ Dan Pauly*

Project Timeline: *Frog Pond East and South planning must be complete by December 2022.*

Previous Update:

Nov. 2021 - The Frog Pond East and South Master Plan project is under way, including the component dealing with affordable housing and home ownership. EconW is the main consultant on this portion

of the project. Council will hear more about the housing component of the project in a January work session.

Quarterly Update: In Progress

Feb. 2022 – No Update.

Strategy 3.3 Develop a concept plan, zoning strategy, public outreach, identify partners, pursue grant funding, and draft development agreement for a transit-oriented development (TOD) project at WES Transit Center site.

Project Description: *This project explores implementation of Equitable Housing Strategic Plan Action 1A to evaluate options for transit-oriented development at the Wilsonville Transit Center. The first phase of this project will conduct a development opportunity study to establish the City’s vision for development on this site and identify preferred site design alternatives and funding sources. The City has contracted with Leland Consulting Group to assist with this work. Based on this information, the City and Leland will prepare a developer solicitation (RFQ and RFP). The second phase of this project will occur once a developer is selected and will include a development agreement, project funding, and land use approvals.*

Project Lead: *Kim Rybold/Dwight Brashear*

Project Timeline: *Current project scope with Leland Consulting Group*

Q3 2021 – Goals and Vision discussion with Council

Q4 2021 – Site Design Alternatives and Funding Strategy

Q1 2022 – Release RFQ/RFP for Developer Solicitation

Q2 2022 – Developer Selection

Additional work outside of the current scope (but within the July 2021-April 2023 timeframe) potentially includes development agreement, project funding, and land use approvals. Exact timing of these items will depend on the selected developer and funding opportunity application deadlines.

Previous Updates:

Nov. 2021- During July, the project team began an assessment of opportunities and constraints on the TOD project site, which was shared with City Council at a work session in September. The project team gathered Council’s input on vision, goals, and priorities for future development on the site, which the team will use as a basis to develop site design alternatives that illustrate options for development on this site. The project team will present these site design alternatives to City Council in November.

Quarterly Update: In Progress

Feb. 2022 - The project team shared site design alternatives with City Council in November and gathered feedback on preferred options and possible development incentives. Based on this input, the team began drafting the RFQ with anticipated release in late Q1 2022.

Goal 4: Attract high quality industry and economic opportunity in Wilsonville

Strategy 4.1 Leverage the Coffee Creek Urban Renewal District with the goal of attracting new industry that pays family-wage jobs in two years.

Project Description: *Attract industry with family-wage jobs to Coffee Creek Urban Renewal District.*

Project Lead: *Chris Neamtzu/ Matt Lorenzen*

Project Timeline:

Once the Economic Development Manager position is filled, tasks will include:

- *Coffee Creek marketing brochure update will include the new road project (infrastructure, zoning regulations and future projects)*
- *Investigate creation of a GIS Story Map to assist with marketing this project.*
- *Share info with City Council when appropriate*
- *Share info with Economic Development groups such as Greater Portland Inc., Small Cities Consortium, brokers and industrial developers.*
- *Identify and investigate tools to assist with land aggregation strategies (i.e. horizontal development agreement)*

Previous Updates:

Nov. 2021 - The Economic Development Manager recruitment is underway.

Quarterly Update: In Progress

Feb. 2022- Matt Lorenzen started on December 28, 2021 as the city's new Economic Development Manager (EDM). EDM is working on marketing collateral concepts, which will be developed into digital and print product, including a brochure and GIS Story Map. EDM is establishing relationships with partners including GPI, brokers, and developers in order to assess and access the marketplace. EDM is researching best practices regarding Horizontal Development Agreements, with the aim of initially meeting with property owners individually, and then convening property owners as a group with a basic deal structure/proposal later in 2022.

Pannatoni Development Company is currently constructing a new 110,366 SF industrial warehouse along SW Clutter Road in the Coffee Creek Industrial Area called the Coffee Creek Logistics Center. This is the first significant investment in the Coffee Creek Urban Renewal Area. The building is planned to have two tenants, and will be comprised of warehouse, distribution and manufacturing uses. Building occupancy will be in spring 2022.

Mildren Design Group has submitted an application for an existing Wilsonville business, Precision Countertops, for a new 84,000 SF showroom, office, warehouse and fabrication space along the east side of Garden Acres Road.

Along the west side of Garden Acres Road, Black Creek Group of Newport Beach, CA is proposing development of a 148,000 SF flex warehouse. This project is scheduled to go to the DRB in early 2022.

Strategy 4.2 Advance the existing strategy for recruitment and expansion of the City's industrial areas.

Project Description: *Develop a white paper for the existing strategy (i.e. no commercial uses in industrial zones, clean industry, story over time, etc.)*

Project Lead: *Chris Neamtzu (Mark Ottenad & Leo Consulting to assist)*

Project Timeline: *In writing and in presentation format, tell the story of Wilsonville's historic and successful industrial lands strategy. Research issues, summarize history, develop a white paper and create a presentation to share with City Council and the community. This is anticipated to be a living document that is updated as time goes on and circumstances change.*

Previous Updates: *Project has not started.*

Quarterly Update: In Progress

Feb. 2022- Staff have begun to assemble materials that will be the outline for the white paper and presentation, and are pulling information to assist with telling the historic story of industrial land development in Wilsonville. Early summer 2022 is tentatively targeted for the Council work session and public presentation on this topic.

Strategy 4.3 Develop a land aggregation strategy and conduct outreach with property owners to explore long term plans in Basalt and Coffee Creek.

Project Description: *Part of Strategy 4.1 above.*

Strategy 4.4 Identify and convene key stakeholders for workforce development to understand challenges, gaps and opportunities to support local high-paying jobs for the Wilsonville community.

Project Description: *Coordinate businesses outreach to gain a better understanding of specific business workforce needs; organize meetings between businesses and workforce development and educational partners.*

Project Lead: *Mark Ottenad (until there is a new Economic Development Manager)*

Project Timeline: *With new, revamped economic-development program and staff, commence implementation in FY22-23.*

Quarterly Update:

Project has not started.

Strategy 4.5 Conduct outreach to help us prioritize infrastructure investments in the industrial area to expedite private investment.

Project Description: *Part of 4.1 – See above*

Goal 5: Align infrastructure plan with sustainable financing sources

Strategy 5.1 Conduct a financial analysis to explore costs and revenue options to fund the City's major infrastructure projects that are currently without identifiable funding.

Project Description: *Staff to gather information and work with a consultant to identify revenue options, available funds, help council prioritize projects and identify funding plan for the next 5 – 10 years.*

Project Lead: *Kris Ammerman, Keith Katko, Delora Kerber, Jeanna Troha*

Project Timeline:

Part 1- Staff to gather information (all projects, all project costs, saved revenue or known revenue sources/ options) and compile by the end of Dec. 2021.

Part 2 – Staff to meet with a consultant to discuss a scope of work (SOW – identify revenue options and funds available, help council prioritize projects and identify funding plan for the next 5 – 10 years)

Part 3 – RFP for the scope of work.

Part 4 – Select a consultant to perform the analysis and help the council to prioritize/ identify funding sources.

Previous Update:

Nov. 2021 - Staff has gathered a list of projects. Staff will work with the consultant to finalize the scope of work

Quarterly Update: In Progress

Feb. 2022 - Financial analysis to explore costs of the City’s major infrastructure projects is complete. Prioritization, rankings, and potential funding strategies are continuing to be examined before recommendations are presented to City Council. The City continues to work with FCS Group.

Strategy 5.2 Update the urban renewal strategic plan.

Project Description: *Team meetings to be set with City’s urban renewal consultants to move forward investigation of potential geographies where a new Urban Renewal Area could be established. Begin with a clear plan for the sunset of current urban renewal areas (West Side and Year 2000) and look at new URA opportunities for Town Center.*

Project Lead: *Chris Neamtzu/ Keith Katko/ Bryan Cosgrove (Principal)*

Project Timeline: *Expedite - meeting to be set with Elaine Howard and Tiberius Solutions to move forward. The scope will be used to update the timeline.*

Start with sunset of the current area and look at new URA for Town Center Project with new Economic Development Manager.

Previous Updates:

Nov. 2021 - A scope of work has been created by the consultant team to update the 2014 Urban Renewal Strategic Plan. The Economic Development Director position has been on the street since the middle of September, 2021. Once the new Economic Development Manager is hired, the new staff person will initiate the process with one of the first steps being to reconstitute the Urban Renewal Advisory Committee.

Quarterly Update: In Progress

Feb. 2022 – The Economic Development Manager is working to reconvene the Urban Renewal Task Force (TF), which was active during the development of the Wilsonville Investment Now (WIN) program. Members of the TF include residents, industry/employers, brokers/developers, business advocacy groups, and the affected taxing districts.

Scope of work for a consultant contract has been finalized. Staff is working with Legal to amend an existing consultant contract to include the strategic plan scope of work. First meeting with TF, staff, and consultant penciled for the week of February 14, 2022.

Strategy 5.3 Establish the Arts and Culture Board and fund a feasibility study for performing arts facility.

Project Description: *Develop implementation plan and retain consultant to work on forming the Arts and Culture Commission; after establishing and seating the commission, work to prioritize ACHS Recommendations that develop a five-year action plan with annual one-year implantation plan to be presented to the council including funding a feasibility study for a performing arts facility.*

Project Lead: *Mark Ottenad/ Kris Ammerman*

Project Timeline:

FY2021-22

July – Sep 2021

- Develop multi-departmental Implementation Plan for the Formation of an Arts and Culture Commission and scope of work for PSA to retain consultant to advance plan.*
- Consultant undertakes research on specific issues to be resolved for the commission’s formation, including conducting community meeting, to help shape recommendations.*

Oct – Dec 2021

- Public feedback and City Council direction sought for recommendations of key components of Arts and Culture Commission; resolution of formation brought to City Council.*

Jan – Mar 2022

- Advertise openings on Arts and Culture Commission; arrange interviews.*

Apr – Jun 2022

- City Council confirms appointment of Arts and Culture Commission.*
- Initial meetings of Arts and Culture Commission to develop priority recommendations for City Council consideration, including funding feasibility study for a performing arts facility.*

Previous Updates:

Nov. 2021 - Develop multi-departmental Implementation Plan for the Formation of an Arts and Culture Commission and scope of work for PSA to retain consultant to advance plan.

Conduct meeting with local-area arts and culture supporters to present on ACHS and Implementation Plan for forming an Arts and Culture Commission.

Consultant undertakes research on specific issues to be resolved for the commission's formation, including conducting community meeting, to help shape recommendations.

Quarterly Update: In Progress

Feb. 2022 - Consultant and staff developed an initial proposal for consideration by management of structural components of Arts and Culture Commission. Public feedback and City Council direction was sought for recommendations of key components of Arts and Culture Commission formation. After receiving public comments and discussing the charter, City Council passed a resolution to formally establish the committee. City commences recruitment for new Arts, Culture, and Heritage Commission members.

Goal 6: Engage the community to support emergency preparedness and resiliency

Strategy 6.1 Work with emergency response providers to identify gaps and enhance Wilsonville's emergency preparedness planning for all types of emergencies/ disasters.

Project Description: Collaborate with partner agencies (Counties, TVF&R, PGE, NW Natural and Metro, RDPO) on how they are preparing for emergencies and their response plans. Participate in annual Emergency Preparedness exercises (e.g. Cascadia Rising Event). Present information to City Council.

Project Lead: Delora Kerber/ Martin Montalvo

Project Timeline: Complete by the second quarter of 2023

- Ground Truth the Hazard Mitigation Plan (Ice Storms, Wildfires, Debris Management)
- Update City's Emergency Management Plan
- Communicate with Council on information gathered from other emergency response agencies.
- Presentations to Council from other emergency agencies on their preparedness and response plans.

Previous Updates:

Nov. 2021 - At the September 9 City Council meeting, PGE made presentation on their responses and mitigation to the February Ice Storm.

Quarterly Update: In Progress

Feb. 2022 - No Updates.

Strategy 6.2 Connect the community (residents and businesses) with emergency response resources and educational materials to improve individuals' response planning.

Project Description: Educate community members on emergency preparedness through community events, publications, websites and Annual event “Fair”

Project Lead: Delora Kerber / Martin Montalvo with assistance from Bill Evans

Project Timeline: Complete by the end of 2022.

- Publish Quarterly messages in the Boones Ferry Messenger–
Spring: Extreme Heat Safety; Fireworks Safety; Wildfire Preparedness
Summer: Winter Weather Safety; Holiday Fire Safety; Rain/flooding Preparedness
Fall: Winter Weather Safety; Spring & Flood Safety; Cyber Security Safety
Winter: Wildfire Awareness; Pet Preparedness; Summer Safety and Extreme Heat Safety
- Publish special section in BFM for September – Emergency Preparedness month & October – Great Shakeout Earthquake Drill
- Develop Council narrated educational videos on emergency preparedness
- Develop scope and budget for the development of City’s Emergency Preparedness brand and messaging information for use on website, at events, etc.
- Update City’s Emergency Preparedness website. Add Council videos
- Organize an Emergency Preparedness Fair for September 2022. Include emergency response partners.
- Research incentive plans to encourage community members to prepare for disasters. Examples: 5 gallon water jug with emergency preparedness information; go Bag instructions; packaged Emergency Preparedness kits; phone battery chargers; first Aid kits; 30 days to prepare instructions
- Pursue grant opportunities to fund incentive plans.

Previous Updates:

Nov. 2021 - Issued the September Boones Ferry Messenger as the first-ever newsletter dedicated fully to emergency preparedness

Over the past several months, 4-5 social media posts on Facebook (and other platforms) have been made encouraging preparedness and providing links to Federal Emergency Management Agency (FEMA) preparation resources

Drafted scope of work with consultant to develop Community Education Plan, Emergency Education Campaign, and messaging information for use on website, events, etc.

Quarterly Update: In Progress

Feb. 2022 - In October, included an article about the Oregon Great Shakeout event held in the Boones Ferry Messenger. This event is a reminder of the actions to take during an earthquake. As part of the exercise at 10:21, participants were asked to “Drop, Cover and Hold on”.

In early December, an Emergency Preparedness survey was issued and advertised through various social media platforms, email newsletter and the Boones Ferry Messenger. The survey is a foundational public opinion survey which will inform the City’s emergency education plan, messaging and campaign content and was offered in English and Spanish languages. The survey period was completed in early January and the results are being compiled.

Goal 7: Protect Wilsonville’s environment and increase access to sustainable lifestyle choices

Strategy 7.1 Update the City's Comprehensive Plan to include a section on the environmental impacts of the Aurora State Airport.

Project Description: *City is currently engaged with HPR consulting to develop a scope of work for a citizen engagement process to update the Comprehensive Plan to include statements about the Aurora Airport. City staff has initiated this process and anticipates completion over the next 12 months.*

Project Lead: *Miranda Bateschell*

Project Timeline: *City staff has initiated this process and anticipates completion over the next 12 months.*

Previous Updates:

Nov. 2021 - Scope and schedule completed. Kickoff meeting for the project team scheduled for mid-October. Work sessions with Planning Commission in November and City Council in December scheduled to cover project scope and goals as well as initial stakeholder feedback.

Quarterly Update: In Progress

Feb. 2022 - Kickoff meeting for the project team occurred in mid-October followed by work sessions with Planning Commission in November and City Council in December. Project team began outlining initial outreach and stakeholder interviews for early 2022.

Strategy 7.2 Participate in the Aurora State Airport planning discussions to represent Wilsonville's environmental interests.

Project Description: *Participate in the Aurora Airport Master Plan public agency stakeholder group and keep up to date on all aspects of the Master Plan update. Use memorandums to inform Council and obtain direction under City Managers business or Communications for updates. Consider engaging with specialized airport consultants to assist with reviewing and fact checking data.*

Project Lead: *Chris Neamtzu*

Project Timeline: *Staff will keep the Council updated on all meetings over the next few months. A memo under City Manager's business or communications will be provided. This also will be brought to City Council meetings, as direction is needed.*

Previous Updates:

Nov. 2021 - On October 13, 2021 the Oregon Department of Aviation announced the first PAC Meeting for the Aurora State Airport Master Plan Project. The meeting will be held virtually Tuesday, November 16, 2021 from 3:00pm-5:00pm via Zoom Webinar. This meeting will provide an opportunity for the PAC, community, neighbors, and other project stakeholders to learn about the Airport Master Plan project and the vision for the Airport over the next 20-years.

Quarterly Update: In Progress

Feb. 2022 - On Tuesday November 16, 2021 the Oregon Department of Aviation (ODA) initiated an 18 month process to complete a new airport master plan for the Aurora Airport by facilitating Policy Advisory Committee (PAC) meeting #1. The purpose of the meeting was to introduce the project, establish an understanding of the role/expectations of the PAC, and prepare for upcoming meetings as well as provide opportunities for public input.

Staff from Century West and JLA Public Involvement led the meeting, supported by staff from the Oregon Department of Aviation. The meeting included a summary of history of planning efforts at the airport, Federal Aviation Administration plan overview, airport master planning introduction, and a brief discussion of existing conditions.

At 32 members, the PAC is very large. Members will provide input at key decision points in an advisory capacity; as a sounding board. No recommendations will be made by the committee; the group will be asked for feedback through poll questions and break out room discussions. All viewpoints will be represented in the meeting summaries. Perhaps most notable is that as the airport sponsor, ODA staff will be the final decision-making authority. They will decide what is included in the Master Plan.

Strategy 7.3 Develop a Wilsonville climate action strategy in alignment with Clackamas County's planning efforts.

Project Description: *Natural Resources Manager to track and participate in the Clackamas County process in developing a Climate Action Plan. Consider the creation of a local plan that represents Wilsonville's interests. Report to City Council regarding work products and status of planning effort.*

Project Lead: *Chris Neamtzu/ Kerry Rappold*

Project Timeline: *TBD*

Previous Updates:

Nov. 2021 - The first meeting of the Cities Workgroup was held October 12, 2021. At the meeting, Staff, from cities in Clackamas County, provided information on their current climate goals and areas of action, and the County staff gave an overview of the planning process. During the development of the County's Climate Action Plan, the Natural Resources Manager will report to the City Council regarding work products and status of planning effort.

Quarterly Update: In Progress

Feb. 2022 - Natural Resources Manager to track and participate in the Clackamas County process in developing a Climate Action Plan. Council to consider the creation of a local plan that represents Wilsonville's interests. The initial meetings of the Cities Workgroup, which includes representatives from cities in Clackamas County, were held on October 12 and December 2, 2021. At the meetings, County Staff provided information about the current climate goals and areas of action, inventory data, and the planning process. At the December 20, 2021 Council work session, staff provided an overview of the County's planning process. During the development of the County's Climate Action Plan, the Natural Resources Manager will report to the City Council regarding work products and status of the planning effort.

Strategy 7.4 Explore options to expand access to urban gardening and other sustainable lifestyle choices.

Project Description: *Explore urban garden options at City Parks, such as Arrowhead Park, encourage Homeowner's Associations to do more community gardening, and provide annual programming for sustainable lifestyle choices.*

Project Lead: *Kris Ammerman, Jeanna Troha*

Project Timeline: *TBD*

Previous Updates:

Nov. 2021 - Staff provided estimates the cost to be \$100,000 (hard costs only) based on a garden

similar in size to our current one in Memorial Park. Actual size would be dictated by site restrictions. Labor will be provided by the park maintenance team.

- Irrigation - \$35,000
- Raised beds - \$35,000
- Fence - \$20,000
- Other - \$10,000

Staff identified these location considerations;

- West side of town (Geographical Equity)
- Initially we looked at locating a garden at Arrowhead park, but there were too many conflicts with existing infrastructure
- Exact location undetermined at this time: only potential City owned site is Boones Ferry Park (excessive shade is the biggest concern with this site)
- Other potential sites would require Partnerships with community organizations (Churches, HOA's, School District, CREST, others?)

Quarterly Update: In Progress

Feb. 2022 - Staff changed the community garden policy to allow only one garden plot (formerly multiple) per household, which allows the garden to serve more residents. Staff also conducted several educational programs on the benefits of composting and gave away 500 composting buckets to Wilsonville residents to promote sustainable lifestyle choices. The compost buckets were funded by a Wilsonville-Metro Community Enhancement Grant. Staff are still exploring potential locations, partnerships and funding options to develop a new community garden location within the city.

Strategy 7.5 Continue implementation of Wilsonville's existing environmental programs and practices

Project Description:

Project Lead: TBD

Project Timeline:

Quarterly Update:

From The Director's Office

Greetings!

Hiring new employees is a responsibility that the City takes very seriously. For me personally, working to fill vacant positions and finding high quality professionals is one of the most important responsibilities that I have as a Manager. Attracting employees that embrace a strong customer service ethic, care for community and place, and building teams that function at very high levels is at the heart of our recruiting efforts.

While Community Development still has several positions to fill before we are back up to full speed, I am very proud of the recent hires that we have made. In December, the City hired Matt Lorenzen to serve as its new Economic Development Manager. For the past five years, Matt served in a similar capacity for the City of Estacada, where amongst other things, he implemented a business retention and expansion program, won multiple grant awards, served to support commercial growth, sought private-public partnerships, and brought in new capital investment.

In addition to his professional experience, Lorenzen served a two-year stint (2018-2020) on an Economic Development Committee as well as on a Historic Main Street Committee in West Linn, where he resides with his wife and three kids. Prior to working in the public sector, Lorenzen worked in real estate as both a broker and project manager. Hailing from Arizona, Matt earned a Master's in Public Administration from the University of Utah after completing his undergraduate studies at Brigham Young University.



Matt Lorenzen

Additionally and equally as exciting, Amy Pepper has joined the Community Development team as the new Development Engineering Manager. Amy brings 20 years of municipal engineering experience to Wilsonville, most recently as a Senior Project Engineer for the City of West Linn where she served for the past five years. In West Linn, Amy was responsible for development review and managed capital projects, including a sewer pump station upgrade, storm water master plan, and a sewer line installation.

Previous to West Linn, Amy spent 15 years with the City of Troutdale as a Civil Engineer, where her responsibilities included development review, customer service, permit compliance, environmental programs, and the management of capital projects. Amy grew up in Wilsonville and graduated from Wilsonville High School. It is really cool to be able to hire a true Wilsonville local, who has seen all the changes over the course of her life, and now she gets to contribute through her work to making her hometown even more wonderful. Amy earned her degree in Civil Engineering from the University of the Pacific and her family resides in Canby.



Amy Pepper

Cheers to rebuilding the team!

Respectfully submitted,

Chris Neamtzu, AICP

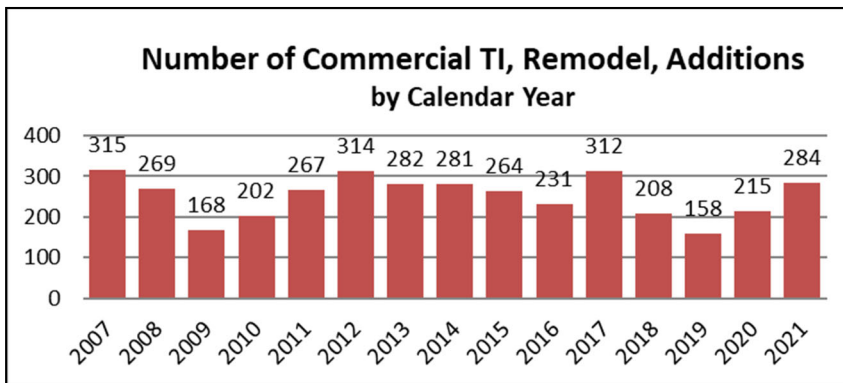
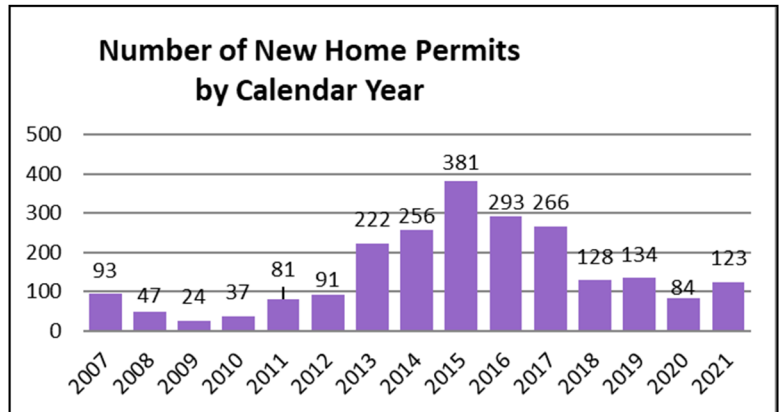
Building Division

Whatcha Lookin' At – 2021 In Review

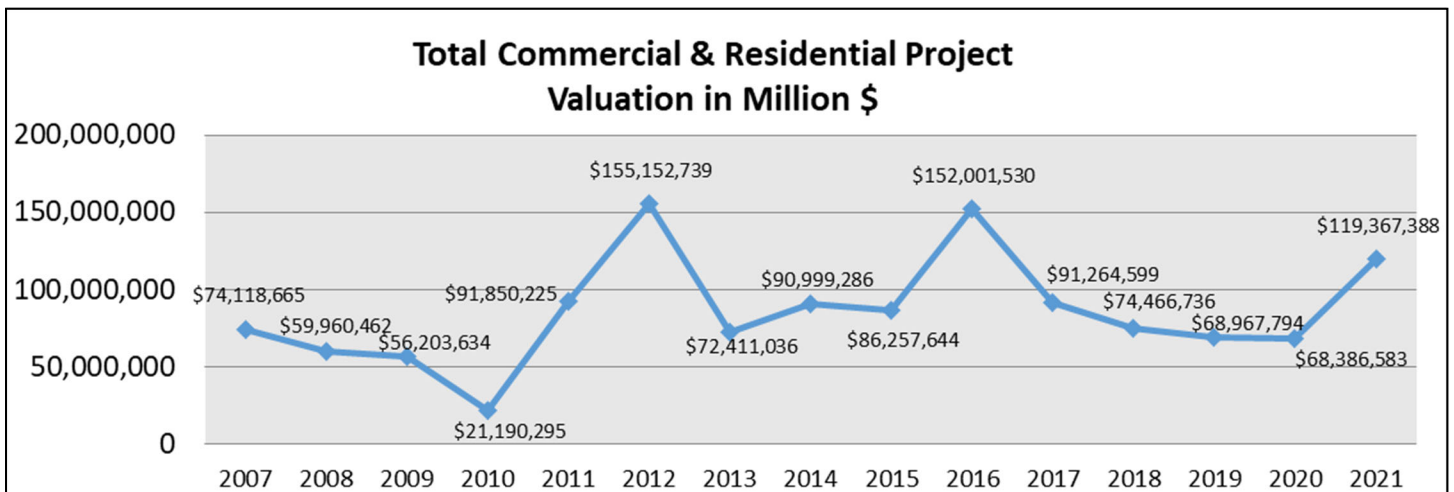
It's been a very positive and productive year for the Building Division. This month we reflect on 2021 in light of the past 15 years of building permit related construction activity in the City.

As noted in the chart (right) we've seen a leveling off of new home starts since 2018. With the Frog Pond Development area in full swing with a number of subdivisions under construction, in 2022 we anticipate the level of new home permit activity will be similar to the last four years.

In 2021 the level of commercial construction activity was robust as businesses invested heavily into new and existing buildings. We had permits issued for 10 new commercial buildings in 2021 including several new warehouses. There were 284 permits issued for commercial remodels, additions, and tenant improvements, including Twist Bioscience who is relocating their business to Wilsonville at the former Xerox campus.



As shown in the chart below, the level of development activity remains very strong producing the third highest total project value in the last 15 years. As we anticipate another strong year in 2022, it takes a team of great staff who work to deliver services that are timely and predictable while ensuring projects are on track and code compliant.



Engineering Division, Capital Projects

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

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



95th Avenue Storm Pipe Repairs (7062)

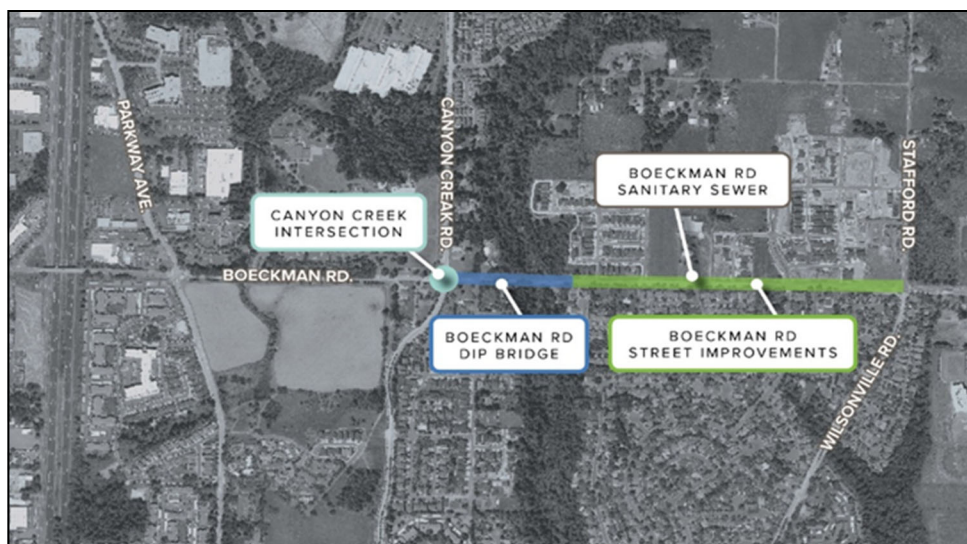
This project replaces collapsed and crushed portions of existing storm pipeline on 95th Avenue. The goal of this project is to replace these sections of pipes prior to work being performed by Willamette Water Supply Program for the construction of PLM_1.3 which is scheduled for the middle of 2022. Bidding and construction of this project is currently scheduled for spring 2022.

Boberg Diversion Structure Replacement (2100)

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

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

This project involves the design and construction of the Boeckman Dip Bridge, Boeckman Road Improvements (Canyon Creek Road – Stafford Road), Canyon Creek Traffic Signal, and Boeckman Road Sanitary Sewer projects. Work to develop the progressive design build contract and request for proposals is underway. A draft of the preliminary hydraulic analysis work for Boeckman Creek is under review. Advertisement for submission of progressive design build proposals is anticipated for February 2022.



Engineering Division, Capital Projects

Crosswalk Enhancement Assessment (4717)

This project originally consisted of the study of nine existing or proposed crosswalk locations throughout the City and will recommend new safety measures or enhancements for each crossing. In the beginning of September, nine additional crossing locations within the Charbonneau District were added to the contract. Because of these added crossing locations, Kittelson & Associates will be performing assessment activities through the end of February 2022.

I-5 Pedestrian Bridge (4202)

This project involves the design and preparation of construction documents for a pedestrian and bicycle bridge over Interstate 5 from Town Center Loop West to Boones Ferry/Barber Street. Review of the 90% design documents is complete. The design team continues to coordinate with ODOT in planning for traffic control during bridge construction. The design team is wrapping up this phase of the design work until construction funding is identified.

Memorial Park Pump Station (2065)

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

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

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

Priority 1B Water Distribution Improvements (1148)

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

Raw Water Facility Improvements

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

Rivergreen And Corral Creek Lift Stations (2105)

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

Street Maintenance Project 2021 (4014/4118/4725)

This project involves the rehabilitation of the asphalt driving surface on Town Center Loop and Park Place and includes ADA improvements to pedestrian curb ramps and pedestrian signals, new vehicle signal detection at signalized intersections and bike safety improvements along Town Center Loop. Minor corrective work is underway and should be complete by the end of February.

Engineering Division, Capital Projects

WTP Expansion to 20 MGD (1144)

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

WWSP Coordination (1127)

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

- **Phase 1, Wilsonville Road (PLM 1.1)** Arrowhead Creek Lane to Wilsonville Road—**COMPLETE**
- **Phase 2, Garden Acres Road to 124th (PLM 1.2)** Ridder Road to Day Road—**COMPLETE**
- **Phase 3, Wilsonville Road to Garden Acres Road (PLM 1.3)**
The WWSP is coordinating with the City of Wilsonville to construct 12,200 feet of a 66-inch water pipeline from just south of Wilsonville Road and Kinsman Road intersection to Garden Acres Road. It will connect the remaining portion of the pipeline through Wilsonville and follows Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road.
 - Construction of the PLM_1.3 pipeline is anticipated to begin in Spring 2022, with completion in 2024.
 - 90% design plans are expected to be submitted to the City for review in February 2022.



WWTP Master Plan (2104)

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

Engineering Division, Private Development

Canyon Creek South Phase 3

This is a five lot subdivision on Canyon Creek Road South. The project is currently under review.

Charbonneau Activity Center

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

Coffee Creek Logistics Center (Panattoni Warehouse)

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



Coffee Creek Logistics Center

Costco ADA Improvements

Project will include erosion control inspections.

Frog Pond Ridge

This is a 69-lot subdivision north of Frog Pond Meadows. The contractor has installed majority of utilities in Phase 1 and is beginning to install utilities associated with Phase II.

Magnolia 6-Plex

A small development in Old Town that will require sanitary, storm, and water facilities. The developer has poured foundations and is working on site. Sanitary sewer and water have been installed.

Northstar Contractor Establishment—Clay Street

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

Parkway Woods

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

SSI Shredding

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

Villebois Clermont

Grading and demolition have begun for Clermont, a 87-lot subdivision in Villebois. A large portion of utilities have been installed and tested. A portion of the curbs have been installed.

Wilsonville High School Auditorium

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

Wood Middle School

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

Engineering Division, Natural Resources

Stormwater Master Plan Update

Since February 2021, City staff have been developing an update to the Stormwater Master Plan (SMP), which will improve understanding of stormwater system characteristics and infrastructure in the city. The SMP will include a capital improvement program (CIP) reflecting the prioritization of capital projects and programmatic activities to address conveyance, capacity, water quality, and natural resource enhancement for both existing and future development.

Over the last year, the project team has focused on public engagement, data collection, model development, assessing problem areas, conducting a stream assessment, and documenting existing maintenance activities and programmatic needs. Future steps include the second round of public engagement, regulatory review, retrofit analysis, capital project development, and draft and final versions of the SMP.

For more information about the project, check out Let's Talk, Wilsonville!

<https://www.letstalkwilsonville.com/stormwater>



Planning Division, Current

Administrative Land Use Decisions Issued

- Improvements to Willamette River Water Treatment Plant, including construction of a new electrical switchgear building; installation of new freestanding generator, fuel tank, and transformer pads
- 5 Type A Tree Permits
- 1 Type B Tree Permits
- 1 Class I administrative review
- 1 Zoning verification letter
- 2 Residential building permits
- Other building permits

Construction Permit Review, Development Inspections, and Project Management

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

- Residential subdivisions in Frog Pond West
- Panattoni warehouse on Clutter Road
- Clermont subdivision (Villebois Phase 5 North)
- Parkway Woods industrial campus

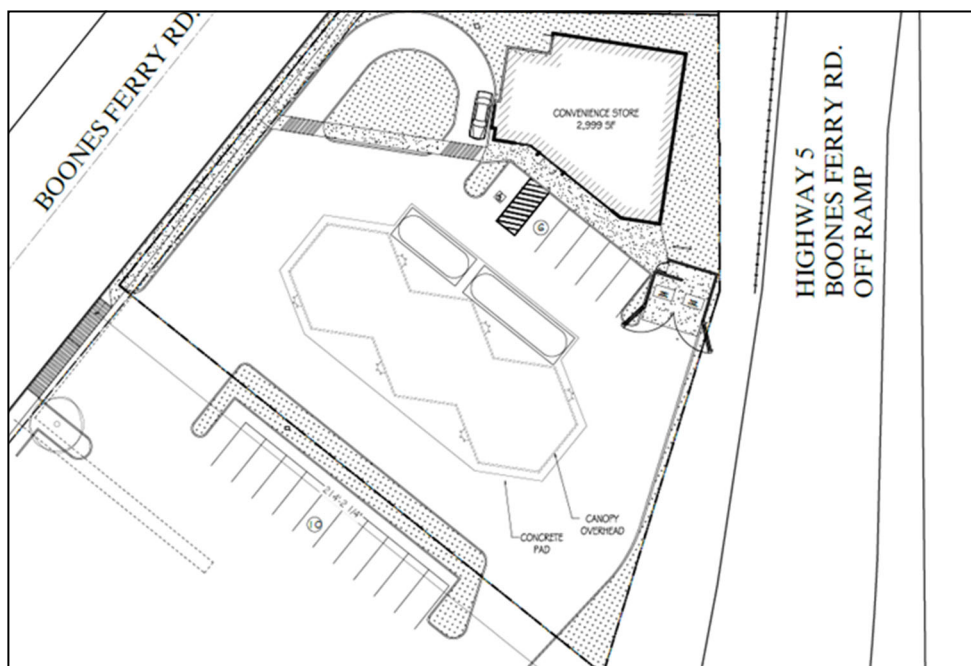
Development Review Board (DRB)

During their January 10 Meeting DRB Panel A heard an appeal for of the Planning Director's decision to approve a new fence on the Holiday Inn property adjacent to the Chevron station. Following a public hearing the Panel upheld the Planning Director's decision. Also, Jean Svadlenka was elected chair for 2022 and Daniel McKay was elected vice chair at the meeting.

DRB Projects Under Review

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

- 5 subdivisions in Frog Pond West
- Industrial building between Garden Acres Road and Grahams Ferry Road
- Gas Station and Convenience Store on Boones Ferry Road north of Wilsonville Road
- Appeal of administrative decision on fence at Holiday Inn



Proposed Site Plan for Convenience Store and Gas Station

Planning Division, Long Range

Aurora Airport

Comprehensive Plan Update related to Aurora Airport

This Comprehensive Plan update project aims to identify the potential positive and negative impacts of the Airport's current operations and planned future growth for Wilsonville residents and businesses, and to adopt Comprehensive Plan policies to memorialize and address the highest priority issues pertaining to the interrelationships between the Aurora Airport and City of Wilsonville. As an affected jurisdiction, it is important to articulate the relevant land use issues in local adopted policy for purposes of intergovernmental coordination and standing in state law. In January, the project team continued work on the project and prepared for upcoming outreach in February and March, which will include stakeholder interviews, online open houses, and an online survey using [Let's Talk, Wilsonville!](#).

Frog Pond East and South Master Plan

During January the Planning Commission, in their role as the Committee for Community Involvement, hosted a community conversation regarding the master plan, focused mostly on housing components. On January 20, the City Council held a work session focused on affordable housing policies for the project area. The project team also worked on a number of items, including the Affordable Housing Analysis to present to Planning Commission, City Council, and the public during February and March.



FROG POND EAST & SOUTH MASTER PLAN

Inclusive Outreach Framework Refinement

Building upon outreach efforts during the Town Center and Middle Housing projects the City is reviewing and refining an outreach framework that will be the basis of ongoing outreach efforts led by the Planning Division. The City team is calling the framework "Stories to Policies." The basic notion is taking stories reflecting lived experiences taken from diverse community members, particularly those historically marginalized, and translating them into specific policies. During November, the City team discussed the framework internally as staff, with the Diversity, Equity, Inclusion Committee, and worked to get a contract in place with a consultant to help further refine and solidify the framework.

Planning Commission

Planning Commission did not hold their regular meeting in January. However, on January 18 they hosted, as their role as Committee for Community Involvement, a community conversation regarding Frog Pond East and South master planning. The meeting, held virtually, enabled the commission and project staff to answer a number of the public's questions about Frog Pond East and South.

Transit-Oriented Development at the Wilsonville Transit Center

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

General project information is available on the project website: <https://ci.wilsonville.or.us/planning/page/wilsonville-transit-center-tod>

Planning Division, Long Range

Vertical Housing Development Zones

The Equitable Housing Strategic Plan identifies creation of tax abatements to create diversity and affordability in the City's housing supply as a near-term implementation action. Additionally, the Town Center Plan identifies exploration of Vertical Housing Development Zones (VHDZ) as a short-term implementation action to encourage mixed-use development. During January, the project team reviewed draft local criteria related to the definition and design of eligible non-residential spaces based on the input received from City Council. The draft criteria will be shared with City Council at a work session in February, after which the project team will begin the adoption process for a VHDZ program



Massing Feasibility Study

Wilsonville Town Center Plan

Infrastructure Funding Plan and Urban Renewal Analysis

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



WILSONVILLE TOWN CENTER PLAN

I-5 Pedestrian Bridge

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

General project information is available on the project website: <https://www.ci.wilsonville.or.us/engineering/page/i-5-bikeped-bridge-project>.



JANUARY MONTHLY REPORT

FINANCE—The department where everyone counts

- **Budget Update;** the Wilsonville budget preparation train has left the station. While not as scenic as the Amtrak Adirondack or the Coast Starlight, it is an equally interesting and exciting journey. Departments have already determined their operating needs for the coming year and relayed any requests for new or expanded programs to the Finance Department. Anticipated Capital Improve Project (CIP) needs are being compiled by the Engineering Department and are due to Finance by mid February. The Finance Department is in the process of estimating revenues, projecting the payroll, and determining debt service requirements needed to include in the budget.
- **Accounting Specialist/Payroll:** A big thank you to the City's Accounting Specialist/Payroll Linda Loop who shepherded us through the completion of year end payroll reporting requirements. Federal law requires all employers send employees W-2 statements by January 31 of each year. Employers must also file a copy of employees W-2s with the IRS and State.
- **Accounting Specialist/Accounts Payable:** A big thank you also to the City's Accounting Specialist/Accounts Payable Mari Mendez-Sanchez and Accountant Vania Heberlein who did a fantastic job in helping see this project through on the Accounts Payable side. Similar to above, Federal law requires all employers send vendor 1099 statements by January 31 of each year.
- The City is in full compliance in large part through the Team and Assistant Finance Director Katherine Smith's hard work. Linda (Payroll) has been with the City 6 months but brings with her years of municipal payroll experience, and has proven to be a valuable player. Mari (Accounts Payable), too, has proven to be a tremendous asset to the City in the 9 months since she joined our team, and brings with her a well-rounded accounting background. Great job Team in setting this up in Munis!
- **New Auditor RFP:** Request for Proposal (RFP) responses are due back by February 7. The Auditor will be responsible for performing auditing services for the City and the Wilsonville Urban Renewal Agency for each of fiscal years 2022, 2023, and 2024 pursuant to Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS), Governmental Auditing Standards (GAS), and in compliance with federal, state, and local laws and regulations.
- **Property Tax Exemptions:** The Department has started to receive requests by local area low-income housing complexes for a property tax exemption. The department will be presenting to City Council next month. This is an annual process typically including five area complexes. The tax exemption is to benefit low-income renter by alleviating the property tax burden on those agencies that provide this housing opportunity in the community.
- **ATTACHED Monthly (JANUARY) FINANCIALS:** FINANCE continues to monitor all departments for on-going budget compliance.

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
110 - General Fund				
Taxes	\$ 12,450,940	\$ 9,499,718	\$ 2,951,222	76%
Intergovernmental	2,685,330	4,610,126	(1,924,796)	172%
Licenses and permits	169,850	150,513	19,337	89%
Charges for services	699,990	357,137	342,853	51%
Fines and forfeitures	315,000	84,939	230,061	27%
Investment revenue	91,000	4,004	86,996	4%
Other revenues	16,349,824	16,396,111	(46,287)	100%
Transfers in	4,637,855	2,539,535	2,098,320	55%
TOTAL REVENUES	\$ 37,399,789	\$ 33,642,084	\$ 3,757,705	90%
Personnel services	\$ 10,076,512	\$ 4,789,767	\$ 5,286,745	48%
Materials and services	26,678,542	20,594,028	6,084,515	77%
Capital outlay	20,000	489	19,511	2%
Transfers out	3,766,077	842,793	2,923,284	22%
TOTAL EXPENDITURES	\$ 40,541,131	\$ 26,227,077	\$ 14,314,054	65%
610 - Fleet Fund				
Charges for services	\$ 1,489,124	\$ 868,648	\$ 620,477	58%
Investment revenue	7,500	2,276	5,224	30%
TOTAL REVENUES	\$ 1,496,624	\$ 887,681	\$ 608,943	59%
Personnel services	\$ 826,900	\$ 422,280	\$ 404,620	51%
Materials and services	671,135	427,482	243,653	64%
Transfers out	2,400	1,400	1,000	58%
TOTAL EXPENDITURES	\$ 1,543,435	\$ 894,070	\$ 649,365	58%
230 - Building Inspection Fund				
Licenses and permits	\$ 1,060,463	\$ 1,576,353	\$ (515,890)	149%
Charges for services	11,700	6,825	4,875	58%
Investment revenue	12,000	4,963	7,037	41%
Transfers in	41,545	24,234	17,311	58%
TOTAL REVENUES	\$ 1,125,708	\$ 1,612,375	\$ (486,667)	143%
Personnel services	\$ 1,132,650	\$ 473,980	\$ 658,670	42%
Materials and services	176,948	155,632	21,316	88%
Transfers out	522,520	209,350	313,170	40%
TOTAL EXPENDITURES	\$ 1,832,118	\$ 838,962	\$ 993,156	46%
231 - Community Development Fund				
Intergovernmental	\$ 161,200	\$ 97,740	\$ 63,460	61%
Licenses and permits	593,446	751,794	(158,348)	127%
Charges for services	787,080	506,299	280,781	64%
Investment revenue	8,500	6,883	1,617	81%
Other revenues	250	-	250	0%
Transfers in	2,684,204	1,090,732	1,593,472	41%
TOTAL REVENUES	\$ 4,234,680	\$ 2,453,449	\$ 1,781,231	58%
Personnel services	\$ 3,379,050	\$ 1,391,922	\$ 1,987,128	41%
Materials and services	783,614	397,205	386,409	51%
Transfers out	676,038	348,739	327,299	52%
TOTAL EXPENDITURES	\$ 4,838,702	\$ 2,137,865	\$ 2,700,837	44%
240 - Road Operating Fund				
Intergovernmental	\$ 1,995,223	\$ 848,102	\$ 1,147,121	43%
Investment revenue	12,500	5,070	7,430	41%
Other revenues	-	3,725	(3,725)	-
TOTAL REVENUES	\$ 2,007,723	\$ 856,897	\$ 1,150,826	43%
Personnel services	\$ 434,340	\$ 162,342	\$ 271,998	37%
Materials and services	495,930	225,755	270,175	46%
Capital outlay	13,000	-	13,000	0%
Transfers out	900,602	339,430	561,172	38%
TOTAL EXPENDITURES	\$ 1,843,872	\$ 727,528	\$ 1,116,344	39%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
241 - Road Maintenance Fund				
Charges for services	\$ 2,150,000	\$ 1,318,050	\$ 831,950	61%
Investment revenue	20,000	11,401	8,599	57%
TOTAL REVENUES	\$ 2,170,000	\$ 1,329,452	\$ 840,548	61%
Transfers out	\$ 3,443,559	\$ 2,599,313	\$ 844,246	75%
TOTAL EXPENDITURES	\$ 3,443,559	\$ 2,599,313	\$ 844,246	75%
260 - Transit Fund				
Taxes	\$ 5,000,000	\$ 3,325,011	\$ 1,674,989	67%
Intergovernmental	3,964,104	1,868,503	2,095,601	47%
Charges for services	-	14,776	(14,776)	-
Fines and forfeitures	5,000	96,317	(91,317)	1926%
Investment revenue	75,000	9,855	65,145	13%
Other revenues	16,000	-	16,000	0%
TOTAL REVENUES	\$ 9,060,104	\$ 5,314,462	\$ 3,745,642	59%
Personnel services	\$ 4,386,050	\$ 2,063,306	\$ 2,322,744	47%
Materials and services	2,153,188	1,208,012	945,176	56%
Capital outlay	2,012,500	1,359,285	653,215	68%
Transfers out	669,447	341,674	327,773	51%
TOTAL EXPENDITURES	\$ 9,221,185	\$ 4,972,277	\$ 4,248,908	54%
510 - Water Operating Fund				
Charges for services	\$ 9,411,000	\$ 7,060,362	\$ 2,350,638	75%
Investment revenue	150,000	36,475	113,525	24%
Other revenues	12,000	33,037	(21,037)	275%
TOTAL REVENUES	\$ 9,573,000	\$ 7,129,873	\$ 2,443,127	74%
Personnel services	\$ 647,150	\$ 236,242	\$ 410,908	37%
Materials and services	4,566,421	2,044,468	2,521,953	45%
Capital outlay	311,400	-	311,400	0%
Transfers out	10,858,541	1,162,646	9,695,895	11%
TOTAL EXPENDITURES	\$ 16,383,512	\$ 3,443,356	\$ 12,940,156	21%
520 - Sewer Operating Fund				
Charges for services	\$ 8,275,000	\$ 4,719,158	\$ 3,555,842	57%
Fines and forfeitures	-	47,716	(47,716)	-
Investment revenue	160,000	31,410	128,590	20%
Other revenues	30,000	15,558	14,442	52%
Transfers in	600,000	600,000	-	100%
TOTAL REVENUES	\$ 9,065,000	\$ 5,413,841	\$ 3,651,159	60%
Personnel services	\$ 394,580	\$ 116,224	\$ 278,356	29%
Materials and services	3,818,830	1,858,734	1,960,096	49%
Capital outlay	291,100	-	291,100	0%
Debt service	2,623,500	173,603	2,449,897	7%
Transfers out	3,711,762	885,295	2,826,467	24%
TOTAL EXPENDITURES	\$ 10,839,772	\$ 3,033,856	\$ 7,805,916	28%
550 - Street Lighting Fund				
Intergovernmental	\$ -	\$ 65,812	\$ (65,812)	-
Charges for services	536,650	322,914	213,736	60%
Investment revenue	8,500	2,865	5,635	34%
TOTAL REVENUES	\$ 545,150	\$ 391,591	\$ 153,559	72%
Materials and services	\$ 384,030	\$ 138,207	\$ 245,823	36%
Transfers out	1,045,000	53,223	991,777	5%
TOTAL EXPENDITURES	\$ 1,429,030	\$ 191,431	\$ 1,237,599	13%
570 - Stormwater Operating Fund				
Charges for services	\$ 3,440,000	\$ 2,047,193	\$ 1,392,807	60%
Investment revenue	15,000	9,890	5,110	66%
TOTAL REVENUES	\$ 3,455,000	\$ 2,057,082	\$ 1,397,918	60%
Personnel services	\$ 283,420	\$ 131,976	\$ 151,444	47%
Materials and services	788,536	308,325	480,211	39%
Capital outlay	107,000	-	107,000	0%
Debt service	518,000	515,100	2,901	99%
Transfers out	2,337,434	1,165,508	1,171,926	50%
TOTAL EXPENDITURES	\$ 4,034,390	\$ 2,120,908	\$ 1,913,482	53%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
336 - Frog Pond Development				
Licenses and permits-West Hills	\$ 1,820,350	\$ 248,904	\$ 1,571,446	14%
Licenses and permits-Pahlisch	1,237,838	554,361	683,477	45%
Investment revenue	3,000	3,257	(257)	109%
TOTAL REVENUES	\$ 3,061,188	\$ 806,522	\$ 2,254,666	26%
Materials and services	\$ 8,320	\$ 16,084	\$ (7,764)	193%
Transfers out	-	-	-	-
TOTAL EXPENDITURES	\$ 8,320	\$ 16,084	\$ (7,764)	193%
346 - Roads SDC				
System Development Charges	\$ 1,202,131	\$ 836,664	\$ 365,467	70%
Investment revenue	43,500	18,792	24,708	43%
TOTAL REVENUES	\$ 1,245,631	\$ 855,456	\$ 390,175	69%
Materials and services	\$ 41,470	\$ 11,091	\$ 30,380	27%
Transfers out	8,566,934	768,190	7,798,744	9%
TOTAL EXPENDITURES	\$ 8,608,404	\$ 779,280	\$ 7,829,124	9%
396 - Parks SDC				
System Development Charges	\$ 554,418	\$ 253,233	\$ 301,185	46%
Investment revenue	35,000	6,936	28,064	20%
TOTAL REVENUES	\$ 589,418	\$ 260,169	\$ 329,249	44%
Materials and services	\$ 16,890	\$ 2,825	\$ 14,065	17%
Transfers out	2,097,960	362,259	1,735,701	17%
TOTAL EXPENDITURES	\$ 2,114,850	\$ 365,084	\$ 1,749,766	17%
516 - Water SDC				
System Development Charges	\$ 873,600	\$ 500,490	\$ 373,110	57%
Investment revenue	37,500	15,176	22,324	40%
Other revenues	7,000,000	-	7,000,000	0%
TOTAL REVENUES	\$ 7,911,100	\$ 515,666	\$ 7,395,434	7%
Materials and services	\$ 25,940	\$ 7,971	\$ 17,969	31%
Debt Service	485,000	-	485,000	0%
Transfers out	10,022,053	558,024	9,464,029	6%
TOTAL EXPENDITURES	\$ 10,532,993	\$ 565,995	\$ 9,966,998	5%
526 - Sewer SDC				
System Development Charges	\$ 506,270	\$ 412,470	\$ 93,800	81%
Investment revenue	50,000	8,317	41,683	17%
TOTAL REVENUES	\$ 556,270	\$ 420,787	\$ 135,483	76%
Materials and services	\$ 22,050	\$ 4,541	\$ 17,509	21%
Transfers out	3,175,646	1,385,824	1,789,822	44%
TOTAL EXPENDITURES	\$ 3,197,696	\$ 1,390,365	\$ 1,807,331	43%
576 - Stormwater SDC				
System Development Charges	\$ 213,310	\$ 223,045	\$ (9,735)	105%
Investment revenue	15,000	5,850	9,150	39%
TOTAL REVENUES	\$ 228,310	\$ 228,895	\$ (585)	100%
Materials and services	\$ 5,750	\$ 1,534	\$ 4,216	27%
Transfers out	366,224	95,386	270,838	26%
TOTAL EXPENDITURES	\$ 371,974	\$ 96,921	\$ 275,053	26%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
800 - Year 2000 Program Income				
Investment revenue	\$ 6,500	\$ 2,004	\$ 4,496	31%
Other revenues	150,000	26,399	123,601	18%
TOTAL REVENUES	\$ 156,500	\$ 28,403	\$ 128,097	18%
Materials and services	\$ 90,200	\$ 42,357	\$ 47,843	47%
TOTAL EXPENDITURES	\$ 90,200	\$ 42,357	\$ 47,843	47%
805 - Year 2000 Capital Projects				
Investment revenue	\$ 75,000	\$ 34,519	\$ 40,481	46%
Other revenues	9,811,524	9,811,524	-	100%
TOTAL REVENUES	\$ 9,886,524	\$ 9,846,043	\$ 40,481	100%
Materials and services	\$ 690,160	\$ 381,006	\$ 309,154	55%
Capital outlay	11,762,798	1,365,240	10,397,558	12%
TOTAL EXPENDITURES	\$ 12,452,958	\$ 1,746,246	\$ 10,706,712	14%
807 - Year 2000 Debt Service				
Taxes	\$ 4,074,200	\$ 3,766,024	\$ 308,176	92%
Investment revenue	40,000	(1,552)	41,552	-4%
TOTAL REVENUES	\$ 4,114,200	\$ 3,764,472	\$ 349,728	91%
Debt service	\$ 10,412,524	\$ 9,905,079	\$ 507,445	95%
TOTAL EXPENDITURES	\$ 10,412,524	\$ 9,905,079	\$ 507,445	95%
810 - Westside Program Income				
Investment revenue	\$ 1,000	\$ 52	\$ 948	5%
TOTAL REVENUES	\$ 1,000	\$ 52	\$ 948	5%
815 - Westside Capital Projects				
Investment revenue	\$ 6,500	\$ 9,714	\$ (3,214)	149%
Other revenues	6,400,000	6,400,000	-	100%
TOTAL REVENUES	\$ 6,406,500	\$ 6,409,714	\$ (3,214)	100%
Materials and services	\$ 368,780	\$ 180,021	\$ 188,759	49%
Capital outlay	470,000	-	470,000	0%
TOTAL EXPENDITURES	\$ 838,780	\$ 180,021	\$ 658,759	21%
817 - Westside Debt Service				
Taxes	\$ 5,084,500	\$ 4,693,347	\$ 391,153	92%
Investment revenue	77,500	33,594	43,906	43%
TOTAL REVENUES	\$ 5,162,000	\$ 4,726,941	\$ 435,059	92%
Debt service	\$ 18,809,044	\$ 17,035,583	\$ 1,773,461	91%
TOTAL EXPENDITURES	\$ 18,809,044	\$ 17,035,583	\$ 1,773,461	91%
825 - Coffee Creek Capital Projects				
Investment revenue	\$ 13,500	\$ 1,056	\$ 12,444	8%
TOTAL REVENUES	\$ 13,500	\$ 1,056	\$ 12,444	8%
Materials and services	\$ 173,880	\$ 120,234	\$ 53,646	69%
TOTAL EXPENDITURES	\$ 348,880	\$ 125,034	\$ 223,846	36%
827 - Coffee Creek Debt Service				
Taxes	\$ 350,700	\$ 299,809	\$ 50,891	85%
Investment revenue	1,000	(345)	1,345	-34%
TOTAL REVENUES	\$ 351,700	\$ 299,464	\$ 52,236	85%
Debt service	\$ 280,000	\$ 139,335	\$ 140,665	50%
TOTAL EXPENDITURES	\$ 280,000	\$ 139,335	\$ 140,665	50%

From the Director

Youth Services returned for the winter session. Toddler/Baby Time resumed as an online weekly program, and Family Storytime started up again at the Stein-Boozier Barn in Memorial Park. Outreach Librarian Deborah Gitlitz served as a member of the national Caldecott selection committee, which selected the best children's picture book published in 2021 by an American author; the Caldecott winner and honor books were announced on January 24, 2022. Deborah also facilitated "Mock Caldecott" discussions in several classrooms where students discussed and chose their favorite contenders.

Adult programs continued in virtual formats. Dr. Bill Thierfelder returned for the second part of "Our Solar System" with a focus on the Asteroid Belt and gas giants. Article Club and the English Class & Conversation Group met. Book Club discussed two titles by John le Carré. Genealogy Club met online for the first time since November 2021. An American Red Cross blood drive was held on January 24, 2022.

Due to the current rise in COVID-19 cases, in-person programs in the library have been postponed until at least April.

Library services expanded with an increase in the public computer use time limit to sixty minutes, and with the reopening of a study room for public use. Both the computer workstations and study rooms can be reserved during library open hours.

Planning progressed for the Library's upcoming 40th Anniversary Celebrations. The birthday week of February 13 through 19 will feature activities that share information about the Library's history as well lesser-known library resources.

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

Three new on-call reference librarians have been hired. They will begin training in early February.

A retirement party was held for Library Services Manager Steven Engelfried, who retired at the end of January after eleven years with the city. Steven has been instrumental in creating children's programming as it exists today at our library. Steven will be deeply missed!

-Shasta Sasser, Interim Library Director



Sister City Pen-Pal Program! Kitakata, Japan

Now Accepting Letters at the Parks and Rec Admin Office
Details at ci.wilsonville.or.us/sistercity

Parks and Recreation Report | January 2022

Directors Report:

This time of year usually sees a lull in activity as the holidays have wrapped up and the winter season has fully taken hold. However, the Wilsonville Parks and Recreation team doesn't seem to slow down regardless of the weather or time of year. Our Recreation team still has a plethora of programs and classes going on now and into the spring. The same can be said for activities at the Community Center. From fitness classes and meditation to gardening and oil painting we have offerings that appeal to all interests and walks of life.

On the Parks side, the Memorial Park restroom upgrade project currently underway. We also have two exciting new projects on the horizon; a new playground at River Fox Park and a Memorial Park Skate Park upgrade. Both of which will be completed by the start of summer. On top of driving these projects forward the team has also been busy with tree plantings to replace those lost in last February's ice storm. To date they have replanted 100 trees in our parks!

January has brought some decent weather that has allowed our parks team to get out and perform the first mowing of the season. The smell of fresh cut grass is a sure sign that spring activities are right around the corner. On behalf of the entire Parks and Recreation team, we are grateful to be able to provide the places and spaces where community members can enrich their lives by relaxing, learning something new, being physically active, and connecting to themselves to nature and others. In short, we take pride in planting moments, so that community members can harvest memories. Make 2022 the year you learn to play a new instrument (Ukulele), make a friend in Japan (Pen Pal Program), become a better you (fitness class), or harvest family memories at one of our many events (Spring Fling, Block Party, Harvest Festival). Get out and enjoy a park or program and make 2022 a memorable year!

*-Kris Ammerman
Parks and Recreation Director*



Recreation Updates:

Sister City Pen-Pal Program— now extended through February 2022

Do you want to connect with an individual in our sister city of Kitakata, Japan via letter or email? From January 3 through February 28, the Kitakata Sister City Advisory Board will be accepting letters from Wilsonville residents at the Parks and Rec Admin Office (29600 SW Park Place) Monday through Friday 8am to 5pm.

All letters collected during this time will be mailed to Kitakata, Japan on Tuesday, March 1 for distribution to the local community. Students and residents in Kitakata will then reply directly to the provided return address or email. Remember to write as legibly as possible (typing up your letter is also an option). At a minimum, please include the following information in your letter:

- Your Name & Age
- Your physical return address or email address (please note your preferred method of reply by starring one)
- Your school/grade or occupation (adults are welcome to participate!)
- Hobbies/interests/pets/currently reading/etc.
- Something you'd like to know about Japanese culture
- Other items to include might be - a drawing, a picture of you or your family, stickers, bookmarks, etc... (only include items that can lay flat- and nothing too heavy please!)

The Board hopes that through this pen-pal program we can extend hospitality and messages of friendship from Wilsonville to Kitakata. It has been an exceptionally trying time for all of us around the world, and a letter from a friend (even one on the other side of the world) can go a long way. Letter writing is also a great way to help students in Kitakata learn to read and write in English, as well as help Wilsonville residents learn and appreciate the culture of our sister city. We hope you join us in this pen-pal program!

Winter/Spring Classes Begin!

The 2022 Winter/Spring class session officially kicked off this month, with several programs running successfully including; vinyasa yoga, water color, pilates, body sculpt, healthy bones and balance, parenting with love and logic, and several youth science camps.

Conversation around Teen Center continues...

The conversations surrounding the potential for a Wilsonville Teen Center continued this month. Director, Kris Ammerman and Recreation Coordinator, Erica Behler met with Youth Services Librarian, Brad Clark and several members from the student support and school social work team for the West Linn-Wilsonville School District. All were very supportive of the idea, and agreed that there is a high need for this type of programming/center in Wilsonville. A central location, appropriate parent messaging/marketing, and mental health resources were all identified as important aspects to consider if/when moving forward with this program.



Community Center Updates:

Fitness programs continued their return in January with Healthy Bones and Balance and Tai Chi classes filling with a waitlist. The watercolor class, initially planned to take place in person made the decision to return to Zoom for this session. The group hopes to return to in-person classes in March. Drop in programs such as bridge lessons, bridge open play and pinochle and cribbage continue to provide a fun socializing opportunity for members of our community. The nutrition program sent out 2 “shelf stable” meals to the 100+ home delivered meal clients. These meals provide an emergency meal for clients should a situation ever arise where Center staff is not able to provide a meal.

Board Highlights

Kitakata Sister City Advisory Board: The Kitakata Sister City Advisory board had 4 of 12 meetings with Japanese school children in January. Students in Kitakata are practicing their English through various presentations and interactions via zoom meetings with Wilsonville staff and board members. Over the course of the 12 meetings, the board will have been introduced to over 200 students and teachers.

Korean War Memorial Foundation of Oregon (KWMFO): The KWMFO met to update the Foundation of the work being done by the Interpretive Center Design Committee. Additionally, the Foundation began preliminary discussions for a summer event, currently scheduled for June 25.

Parks and Rec Advisory Board: The Parks and Recreation Advisory Board met in January to receive an annual update from the department. The board also reviewed their goals and got an overview of the playground project at River Fox Park.

Wilsonville Community Seniors Inc.: The Wilsonville Community Seniors Inc .continues to plan for their first annual Spaghetti Dinner fundraiser in partnership with the Wilsonville Rotary. The drive-thru/pick up event will take place on Saturday, February 12 from 4-6 pm at the Community Center. Cost for a meal is \$15 or \$45 for a family of 4. Pre-orders are required.

Upcoming:

1000 Trees Day: Help the Parks Maintenance team plant 1,000 trees and help our parks recover from the devastating 2021 ice storm! On February 19 from 9:00 am to 12:00 pm, we need the community's help to plant 1,000 western red cedar and ponderosa pines! Participants should meet at the Parks Maintenance Barn in Memorial Park (7950 SW Memorial Dr.) and come ready to work. Bring a water bottle, work gloves, face mask, and closed toed shoes. Long pants and long sleeves are strongly recommended. Masks will be required when social distancing cannot be maintained. All work equipment will be provided. Participants must pre-register. Those under the age of sixteen must have a parent/guardian with them during the event.



Parks Team

Memorial Central Park Restroom Installation

The central restroom at Memorial Park has been torn down and installation of the new restroom is underway. The parks team is working closely with other city team members from engineering, public works, planning, building, legal and administration to ensure this project stays on track. This is a full Wilsonville team effort and will result in a new facility in place by the end of February.



Restroom Demo Begins



Frosty Foundation

Preparing for A New Skate Park

The Parks team made quick work of the demolition of the old skate park in Memorial Park. The existing skate park was past its useful life and in need of replacement. The parks team will be collaborating with a skate park contractor in the coming months. This will bring a brand new skate park amenity to Memorial Park for the first time in over 20 years. The parks team is excited to bring this updated amenity to the community in the summer of 2022.



Skate Park Removal



Remaining Concrete Pad



City of Wilsonville Police

January 2022



Clackamas 800 Radio Group

Clackamas County Public Safety Radio Communications System

Beginning January 11, the Clackamas County Public Safety Radio Communications System began switching to a new digital emergency radio, replacing the county's outdated, failing analog system.

Vendor support for the old system ended in 2017. The new system will be more reliable and provide increased radio coverage throughout Clackamas County. The digital system has the added benefit of offering more security for first responders. Law dispatch channels will be on a 30-minute delay before they're streamed publicly. This will

allow first responders to communicate during emergencies without fear of broadcasting information in real-time that could endanger them from the public.

Once the upgrade is complete, the public will be able to listen online at Broadcastify.com or by using the Broadcastify app. Broadcastify is a free streaming service for public safety, aircraft, rail, and marine-related communications.

For more information on this transition, visit C800.org.



Gift Card Scams, Computer Hacking

Over the past year, we've taken a number of reports where victims were defrauded by unknown subjects using multiple types of gift card scams. This included persons posing as someone in law enforcement calling about an arrest warrant, fraudulent Microsoft security pop-up alerts on personal computers, and a number of emails or social media contacts that appeared to come from the person's employer or a close friend. In each case, the victim was asked to obtain multiple gift cards, in varying amounts, and provide the person contacting them with the card number and code information to either satisfy a warrant, safeguard money, cover fees, or help out their employer/friend.

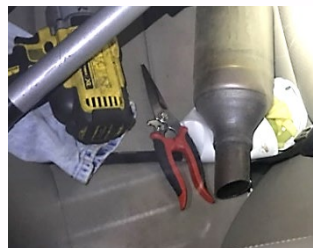
In most cases, the money given over in this manner was lost to the person operating the scam. Police were able to document the losses and refer victims to resources such as the Federal Bureau of Investigations (FBI) or Federal Trade Commission (FTC), where they could provide details that might help an ongoing, larger, investigation, find information on how to protect themselves going forward, and learn about current fraud trends.

For more information about the FBI and FTC offer, visit FBI.gov or FTC.gov.



On January 31, Wilsonville Police officers intercepted a catalytic converter thief who'd just wreaked havoc at a local car dealership. Deputies spotted a black Mercedes milling around inside the dealership's parking lot just after 1:00 a.m., and made contact with the driver. The driver, wanted on warrants, was taken to jail and the converters were returned to the business. Keen eyes, Deputies A. Gilbert, J. Chapman, and Z. Gerry. Thank you.

Cat Thief Nabbed



WILSONVILLE MONTHLY ACTIVITY REPORT January 2022

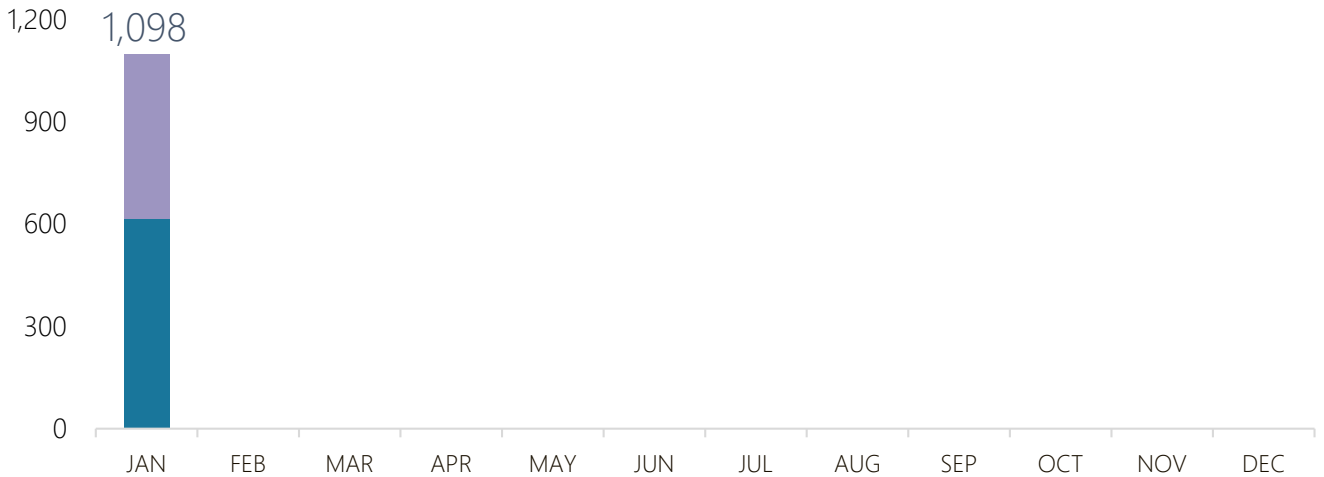


CITY OF WILSONVILLE POLICE DEPARTMENT
30000 SW Town Center Loop
Wilsonville, OR 97070

In Partnership with

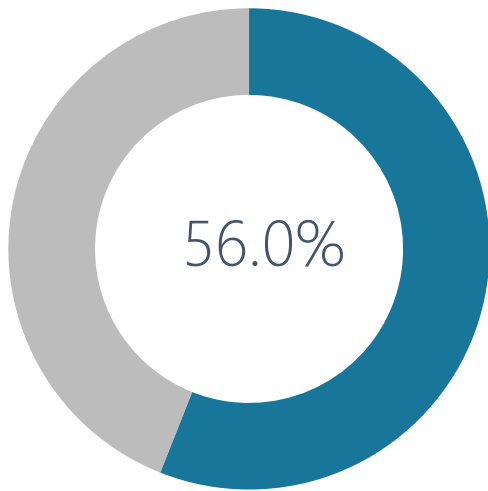


**Clackamas County
Sheriff's Office**



Public Initiated

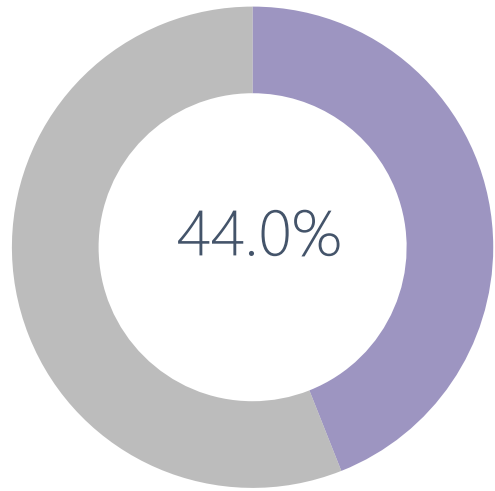
615



19.9

Deputy Initiated

483



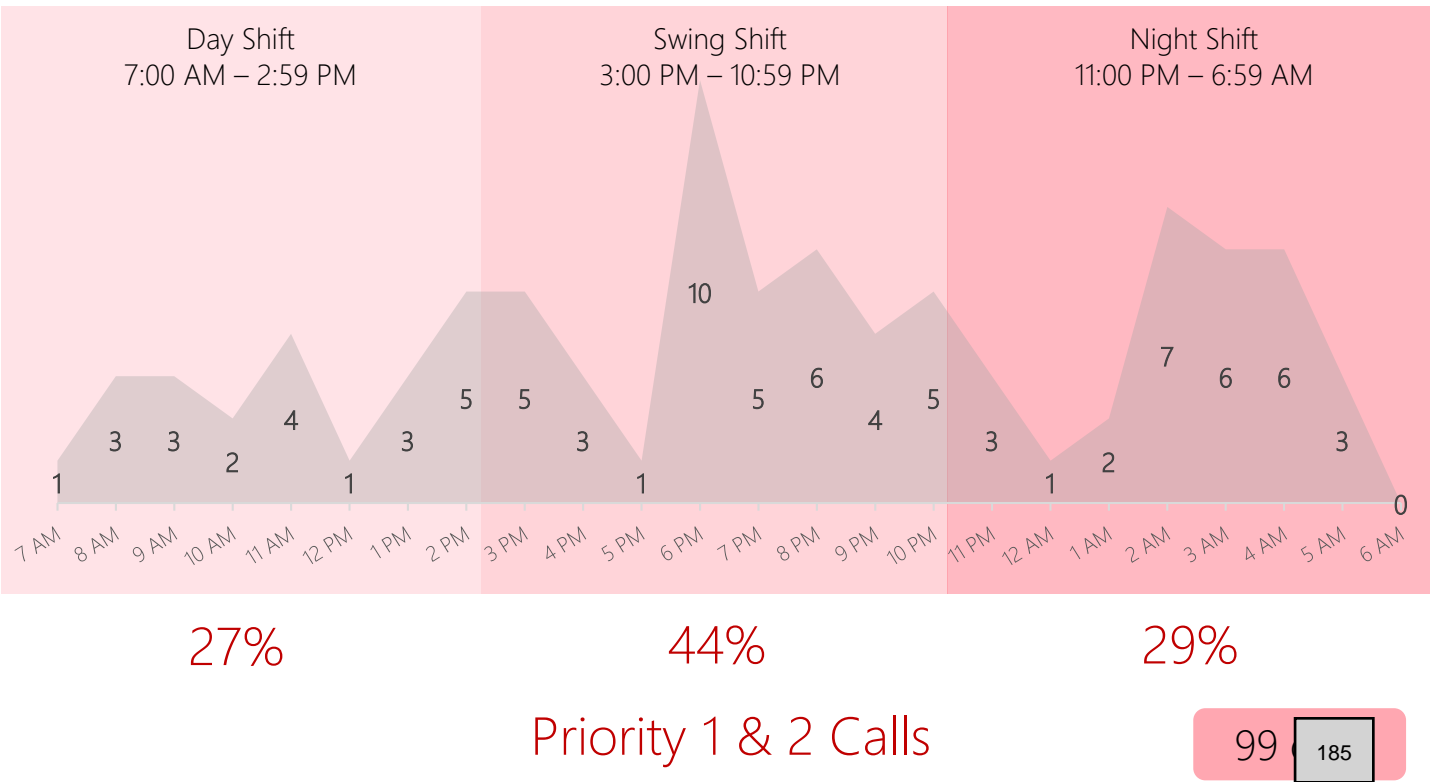
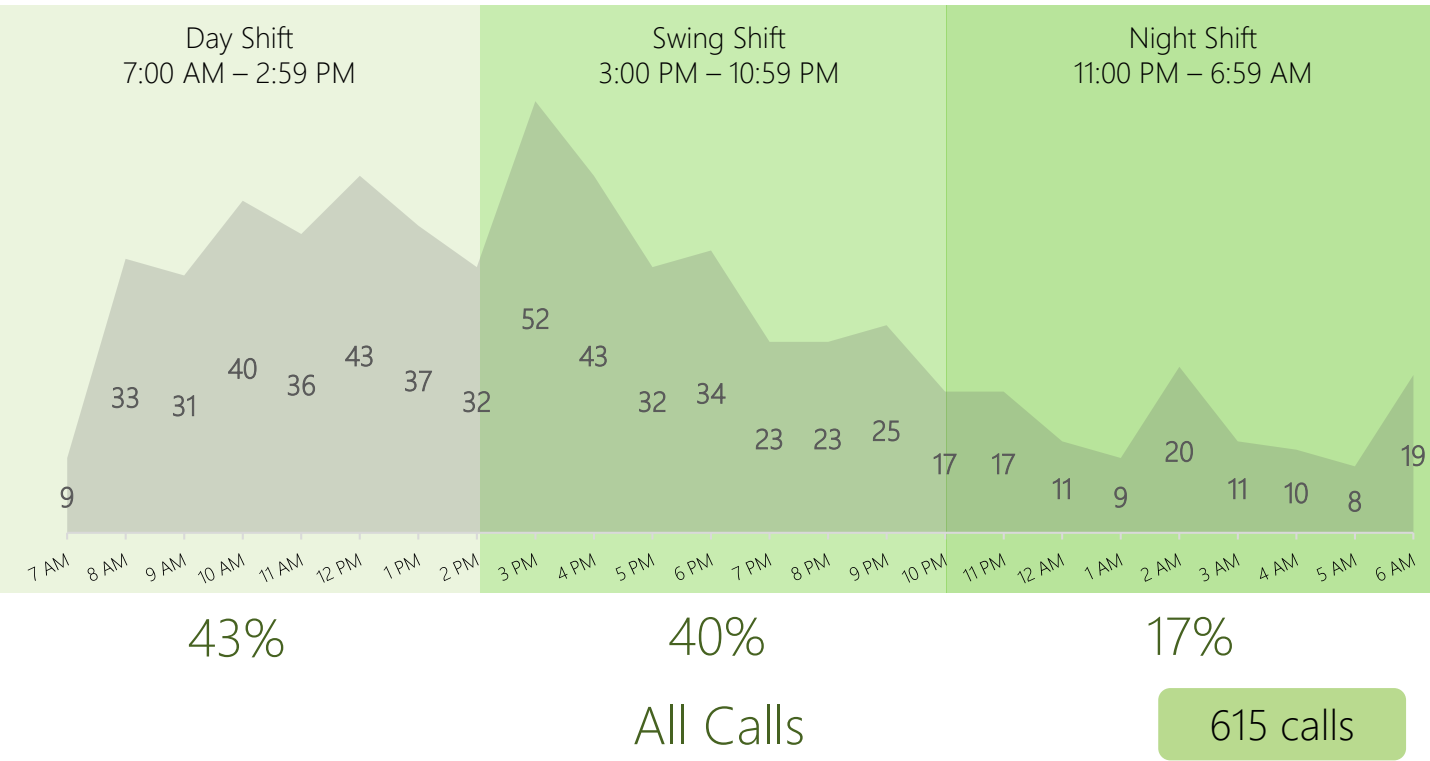
15.6

Daily Average Calls

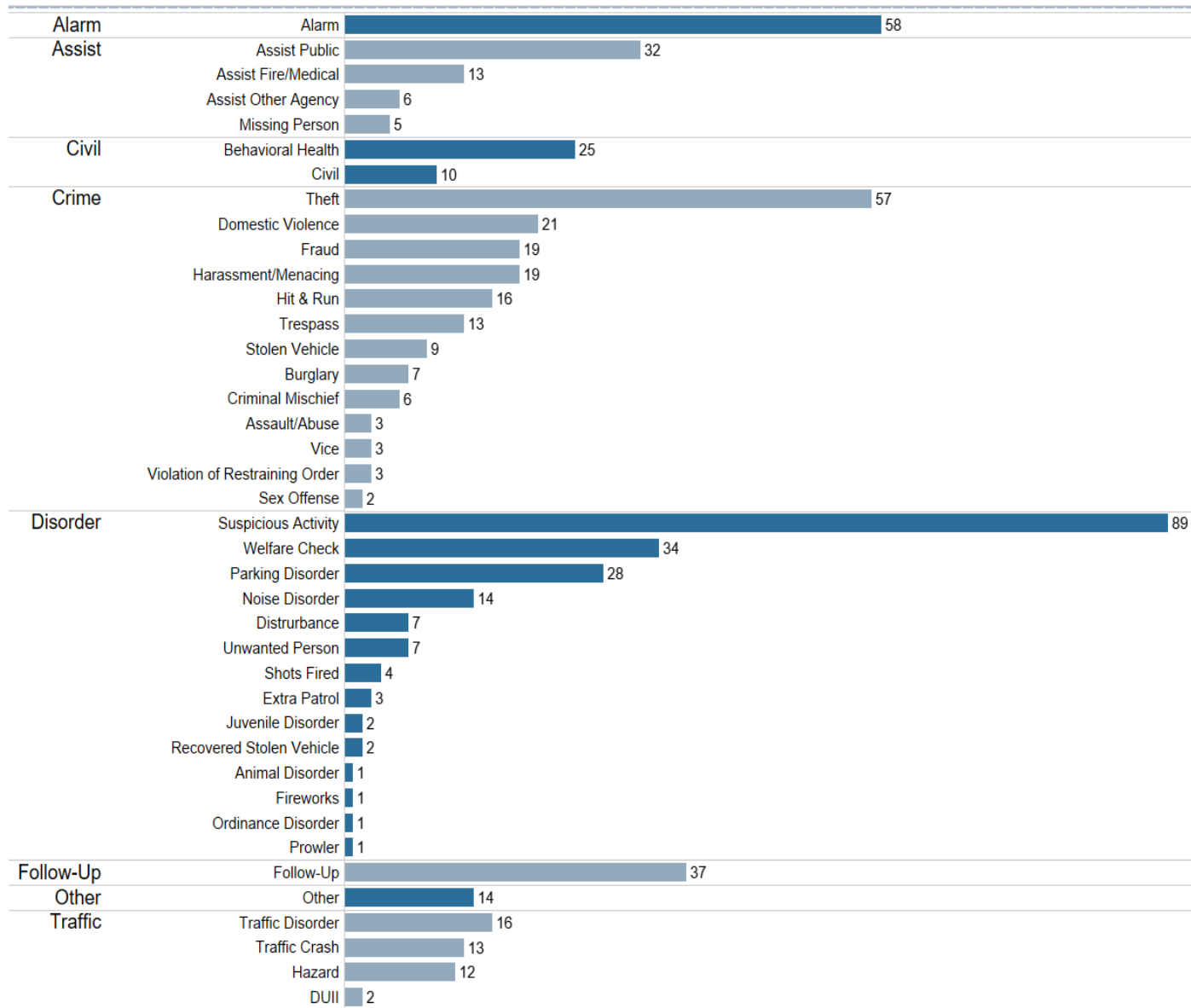
Median Hold & Response Times for Public Initiated Calls

Duration Type	All Calls	Priority 1 & 2 Calls
Hold Duration (Input to Dispatch)	3:48	2:08
Response Duration (Dispatch to Arrival)	6:18	6:43

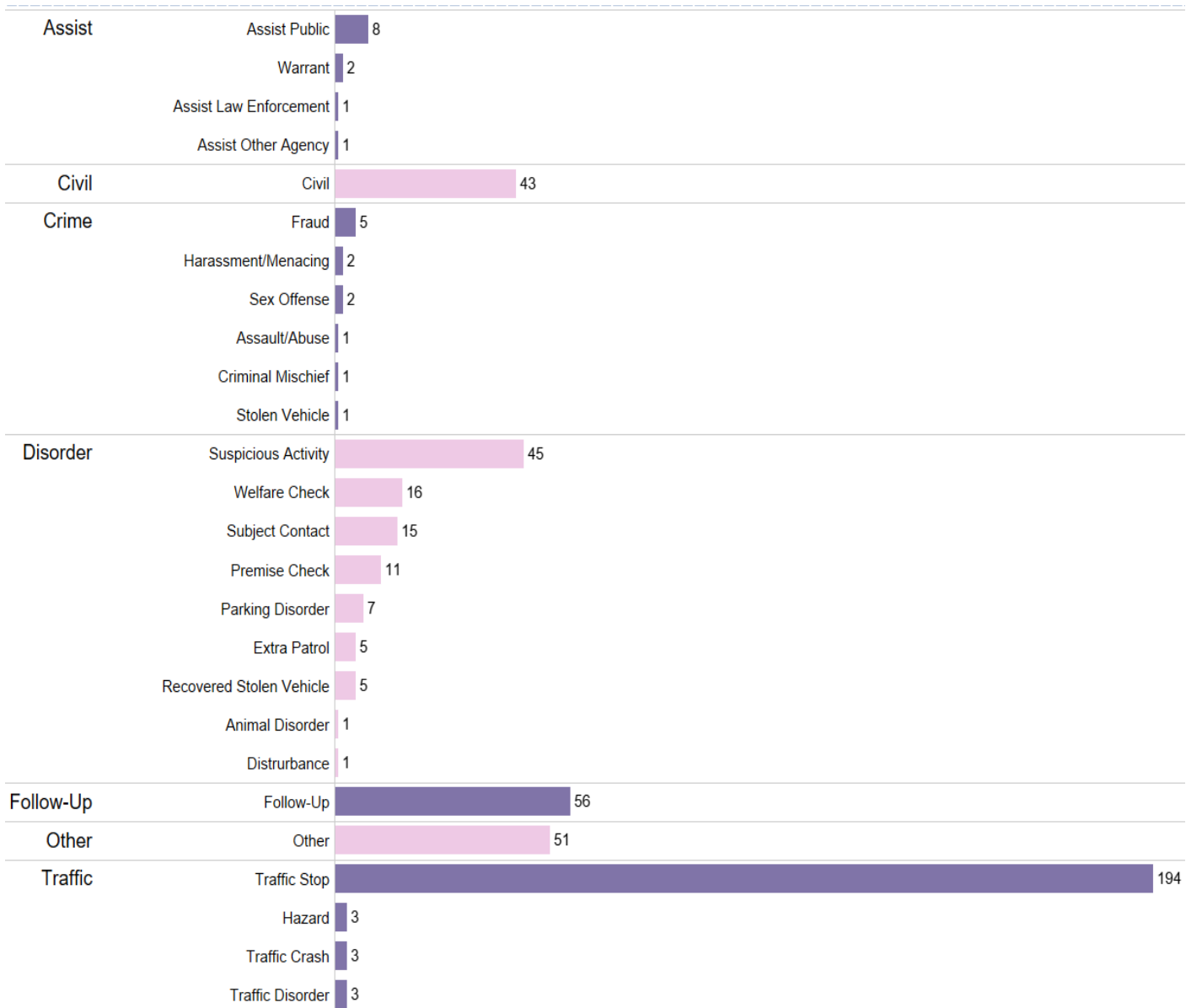
Public Initiated Calls for Service Breakdown by Hour of Day & Shift Time Groupings (not actual breakdown of Wilsonville PD shift schedules)



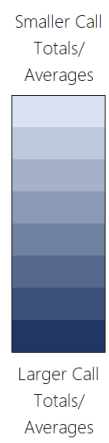
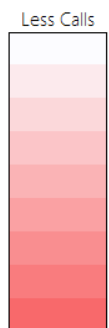
Public Initiated Call Types



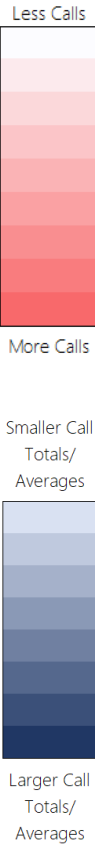
Deputy Initiated Call Types



Call Group	Call Type	2021											2022	12-Month Average
		Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
Alarm	Alarm	67	49	48	63	82	53	45	44	49	61	60	58	56.6
Assist	Assist Fire/Medical	15	10	7	5	16	12	6	12	12	11	16	13	11.3
	Assist Law Enforcement	1	2	1	1	1	2	2	1	3	1	1	-	1.5
	Assist Other Agency	11	11	11	5	11	15	9	14	12	10	6	6	10.1
	Assist Public	36	36	43	51	44	46	34	30	33	29	31	32	37.1
	Marine Assist/Rescue	-	-	-	-	-	1	-	-	-	-	-	-	1.0
	Missing Person	1	5	4	4	1	3	2	6	2	1	2	5	3.0
	Warrant	-	-	1	1	3	1	2	1	-	-	-	-	1.5
Civil	Behavioral Health	78	81	21	24	37	68	92	86	68	21	19	25	51.7
	Civil	9	5	13	16	22	18	25	8	20	17	7	10	14.2
Crime	Assault/Abuse	8	4	7	9	16	5	11	10	7	11	9	3	8.3
	Burglary	1	3	-	7	6	10	7	5	4	-	8	7	5.8
	Criminal Mischief	8	6	12	9	19	13	8	10	9	10	30	6	11.7
	Domestic Violence	32	33	32	39	29	24	32	23	28	28	20	21	28.4
	Fraud	22	21	14	20	15	7	20	15	15	10	15	19	16.1
	Harassment/Menacing	22	24	20	28	21	25	32	19	35	18	25	19	24.0
	Hit & Run	13	9	11	15	16	15	12	13	20	8	19	16	13.9
	Littering	-	-	-	1	1	2	1	2	-	1	-	-	1.3
	Robbery	3	1	1	1	3	1	-	-	1	1	-	-	1.5
	Sex Offense	4	2	2	3	2	4	4	2	2	1	3	2	2.6
	Stolen Vehicle	7	7	1	6	11	2	15	13	17	10	7	9	8.8
	Theft	46	37	46	23	39	38	71	51	61	46	44	57	46.6
	Trespass	15	16	10	11	14	12	18	18	17	14	19	13	14.8
	Vice	3	6	7	4	3	4	3	2	4	1	2	3	3.5
	Viol. of Restraining Order	-	3	3	1	3	2	3	4	1	3	-	3	2.6
Disorder	Animal Disorder	8	12	7	5	24	10	16	10	7	6	8	1	9.5
	Distrurbance	7	4	10	4	9	4	9	6	7	4	3	7	6.2
	Extra Patrol	3	3	7	7	4	7	3	1	2	1	2	3	3.6
	Fireworks	-	2	-	-	5	8	3	2	-	3	-	1	3.4
	Juvenile Disorder	5	6	10	16	16	4	12	14	14	3	4	2	8.8
	Marine Patrol	-	-	-	1	2	1	-	-	-	1	-	-	1.3
	Noise Disorder	9	7	15	12	15	17	16	8	18	12	13	14	13.0
	Ordinance Disorder	-	2	1	1	2	2	4	1	2	-	1	1	1.7
	Parking Disorder	13	21	26	17	25	35	28	34	23	27	20	28	24.8
	Premise Check	1	-	1	-	3	-	1	1	1	-	-	-	1.3
	Prowler	-	-	-	1	1	2	-	-	-	2	-	1	1.4
	Recovered Stolen Vehicle	1	-	-	-	3	2	-	3	4	1	4	2	2.5
	Shots Fired	4	1	-	-	3	-	1	2	3	6	5	4	3.2
	Subject Contact	-	-	-	-	1	1	1	2	-	-	1	-	1.2
	Suspicious Activity	80	83	94	102	93	86	89	114	105	82	79	89	91.3
Unwanted Person	11	14	7	10	7	10	16	10	6	13	3	7	9.5	
Welfare Check	43	46	32	29	57	31	38	41	31	25	27	34	36.2	
Follow-Up	Follow-Up	34	35	35	37	35	32	40	31	53	31	52	37	37.7
Other	Other	18	17	29	20	21	17	20	21	11	8	15	14	17.6
Traffic	DUII	7	3	13	14	11	10	5	7	3	5	7	2	7.3
	Hazard	16	7	11	10	11	7	11	7	8	6	8	12	9.5
	Traffic Crash	13	19	20	26	18	23	25	23	15	14	33	13	20.2
	Traffic Disorder	10	29	32	22	30	23	37	28	25	24	27	16	25.3



Call Group	Call Type	2021											2022	12-Month
		Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Average
Alarm	Alarm	-	1	1	1	1	2	-	-	-	1	-	-	1.2
Assist	Assist Law Enforcement	1	-	-	-	-	-	-	-	1	-	-	1	1.0
	Assist Other Agency	-	2	-	1	1	1	2	-	1	-	-	1	1.3
	Assist Public	9	11	16	9	19	9	13	15	15	11	7	8	11.8
	Missing Person	-	-	-	-	-	-	-	-	-	1	-	-	1.0
	Warrant	-	3	1	1	1	1	2	1	12	2	7	2	3.0
Civil	Behavioral Health	2	-	1	-	-	-	1	1	2	-	2	-	1.5
	Civil	19	30	36	40	45	16	59	23	25	26	30	43	32.7
Crime	Assault/Abuse	-	1	-	-	-	-	1	-	-	-	-	1	1.0
	Burglary	-	-	-	-	-	-	-	-	-	1	1	-	1.0
	Criminal Mischief	-	-	1	1	-	-	1	1	1	-	-	1	1.0
	Domestic Violence	1	-	-	-	1	1	1	-	-	-	-	-	1.0
	Escape/Pursuit	-	1	2	2	2	2	1	-	-	-	-	-	1.7
	Fraud	2	2	-	4	-	1	-	3	2	5	1	5	2.8
	Harassment/Menacing	-	-	-	-	-	2	-	1	-	1	1	2	1.4
	Hit & Run	-	-	-	2	-	1	1	-	-	-	1	-	1.3
	Sex Offense	-	-	-	-	-	-	-	-	1	-	1	2	1.3
	Stolen Vehicle	-	-	-	1	-	-	-	1	-	1	-	1	1.0
	Theft	1	-	-	1	1	-	2	2	2	4	1	-	1.8
	Trespass	-	1	-	1	-	-	-	-	-	-	-	-	1.0
Vice	-	-	-	-	-	1	-	-	-	-	-	-	1.0	
Disorder	Animal Disorder	3	-	-	-	-	-	-	-	-	-	-	1	2.0
	Disturbance	-	-	-	-	-	-	-	-	-	1	-	1	1.0
	Extra Patrol	1	2	1	3	4	1	2	4	3	-	2	5	2.5
	Fireworks	-	-	-	-	-	2	-	-	-	-	-	-	2.0
	Juvenile Disorder	-	-	-	-	-	-	-	-	3	1	1	-	1.7
	Noise Disorder	1	-	-	-	-	1	-	-	-	-	-	-	1.0
	Parking Disorder	6	13	8	11	5	3	9	5	5	10	2	7	7.0
	Premise Check	13	14	13	13	8	8	8	2	1	7	7	11	8.8
	Recovered Stolen Vehicle	-	1	3	1	-	-	-	1	-	1	1	5	1.9
	Shots Fired	-	-	-	-	-	-	-	-	-	1	-	-	1.0
	Subject Contact	13	15	14	21	18	14	13	2	9	13	7	15	12.8
	Suspicious Activity	57	77	44	46	55	42	28	23	18	29	27	45	40.9
Welfare Check	4	7	11	14	9	10	10	24	22	18	9	16	12.8	
Follow-Up	Follow-Up	43	30	48	33	37	37	47	43	53	46	50	56	43.6
Other	Other	20	36	39	33	34	38	38	45	41	35	43	51	37.8
Traffic	DUII	-	-	-	-	1	-	-	-	-	-	-	-	1.0
	Hazard	20	4	2	2	1	1	4	3	1	1	1	3	3.6
	Traffic Crash	-	2	1	1	1	2	3	-	1	1	5	3	2.0
	Traffic Disorder	1	5	9	4	3	2	3	8	14	6	3	3	5.1
	Traffic Stop	147	192	256	122	87	122	136	103	129	162	133	194	148.6
Grand Totals		364	450	507	368	334	320	385	311	362	385	343	483	384.3



*Top 5 Public Initiated call types in last 12 months in red

Public Initiated Call Types

Public Initiated	January		% Difference
	2021	2022	
Vice	1	3	200%
Violation of Restraining Order	1	3	200%
Burglary	3	7	133%
Assist Fire/Medical	6	13	117%
Parking Disorder	13	28	115%
Sex Offense	1	2	100%
Traffic Disorder	11	16	45%
Unwanted Person	5	7	40%
Hazard	9	12	33%
Traffic Crash	10	13	30%
Other	11	14	27%
Theft	46	57	24%
Welfare Check	28	34	21%
Alarm	48	58	21%
Suspicious Activity	74	89	20%
Fraud	16	19	19%
Harassment/Menacing	16	19	19%
Stolen Vehicle	8	9	13%
Assist Other Agency	6	6	No change
Extra Patrol	3	3	No change
Juvenile Disorder	2	2	No change
Ordinance Disorder	1	1	No change
Shots Fired	4	4	No change
Noise Disorder	15	14	-7%
Distrurbance	8	7	-13%
Criminal Mischief	7	6	-14%
Hit & Run	19	16	-16%
Follow-Up	44	37	-16%
Assist Public	40	32	-20%
Civil	13	10	-23%
Missing Person	7	5	-29%
Trespass	19	13	-32%
Recovered Stolen Vehicle	3	2	-33%
Domestic Violence	35	21	-40%
Fireworks	2	1	-50%
Assault/Abuse	7	3	-57%
Behavioral Health	63	25	-60%
DUII	6	2	-67%
Animal Disorder	7	1	-86%
Assist Law Enforcement	1	0	-100%
Warrant	1	0	-100%
Littering	1	0	-100%
Robbery	1	0	-100%
Prowler	0	1	NC
Gerand Totals	622	615	-1%

Increase

Decrease

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

Deputy Initiated Call Types

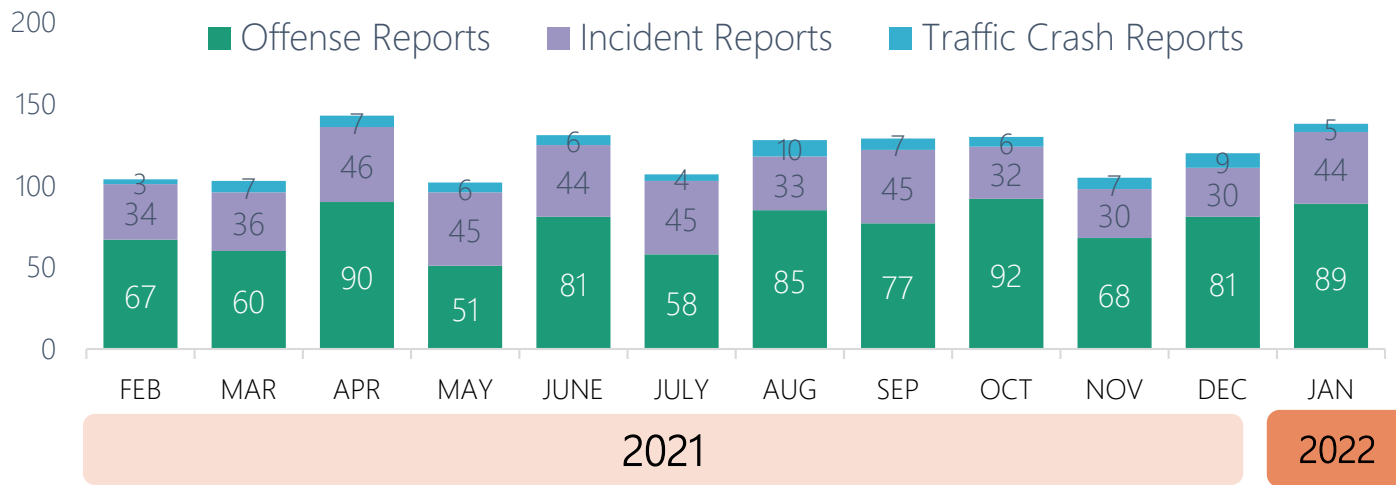
Deputy Initiated	January		% Difference
	2021	2022	
Extra Patrol	1	5	400%
Recovered Stolen Vehicle	1	5	400%
Welfare Check	4	16	300%
Civil	13	43	231%
Fraud	2	5	150%
Other	26	51	96%
Parking Disorder	4	7	75%
Traffic Stop	187	194	4%
Follow-Up	55	56	2%
Assault/Abuse	1	1	No change
Hazard	4	3	-25%
Subject Contact	23	15	-35%
Assist Public	13	8	-38%
Assist Law Enforcement	2	1	-50%
Assist Other Agency	2	1	-50%
Traffic Disorder	6	3	-50%
Suspicious Activity	91	45	-51%
Premise Check	47	11	-77%
Alarm	2	0	-100%
Assist Fire/Medical	1	0	-100%
Burglary	1	0	-100%
Domestic Violence	1	0	-100%
Escape/Pursuit	1	0	-100%
Theft	1	0	-100%
Juvenile Disorder	1	0	-100%
Ordinance Disorder	1	0	-100%
Warrant	0	2	NC
Criminal Mischief	0	1	NC
Harassment/Menacing	0	2	NC
Sex Offense	0	2	NC
Stolen Vehicle	0	1	NC
Animal Disorder	0	1	NC
Distrurbance	0	1	NC
Traffic Crash	0	3	NC
Grand Total	491	483	-2%

Increase

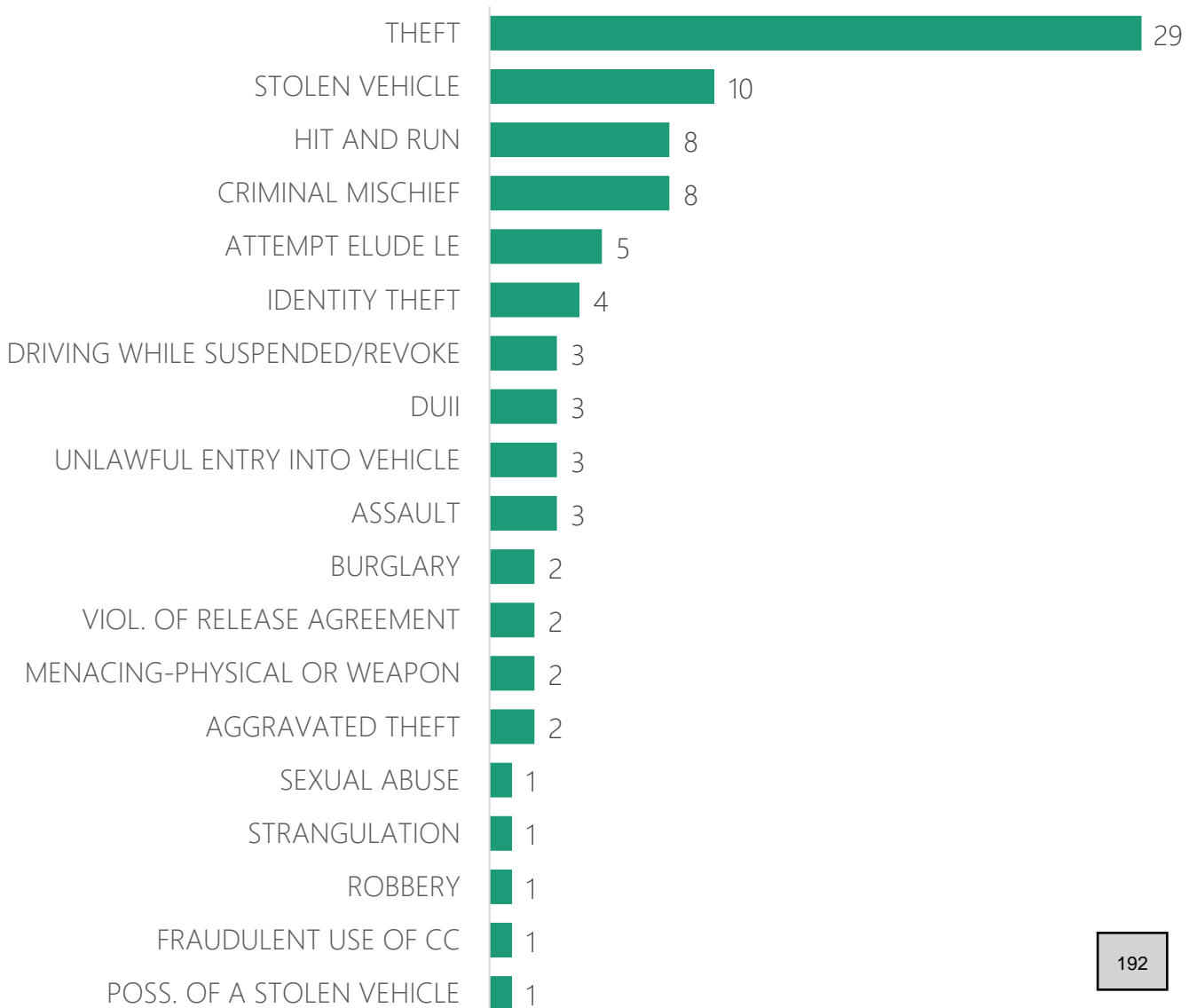
Decrease

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

Monthly Reports Written

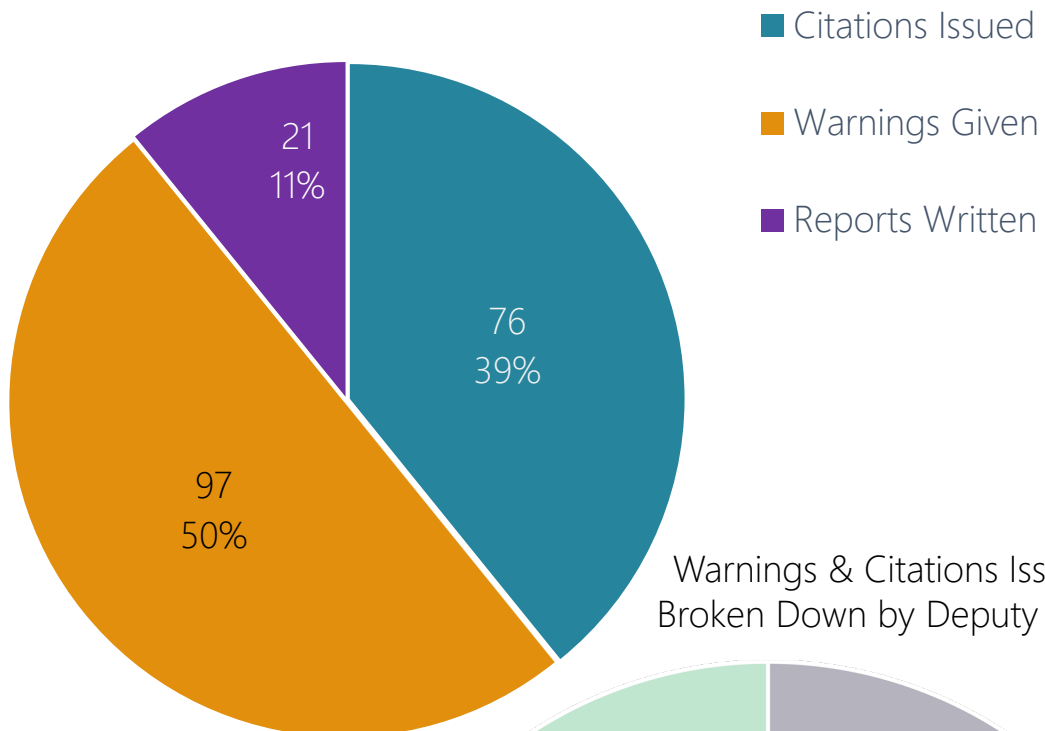


Offense Reports Written Breakdown by Top Charge

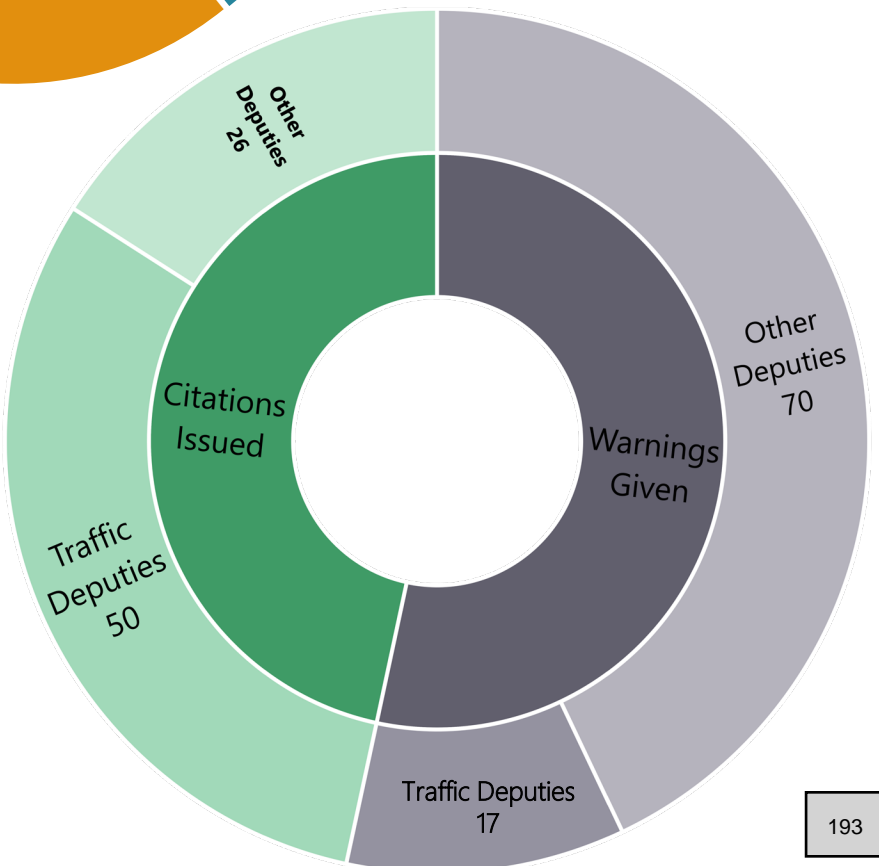


In January 2022, **194** traffic stops were made within the city limits, resulting in **76** citations issued, **97** warnings given, and **21** offense/incident reports created. Of the **50** citations issued, **126** violations were included (see next slide).

Traffic Stop Dispositions Types

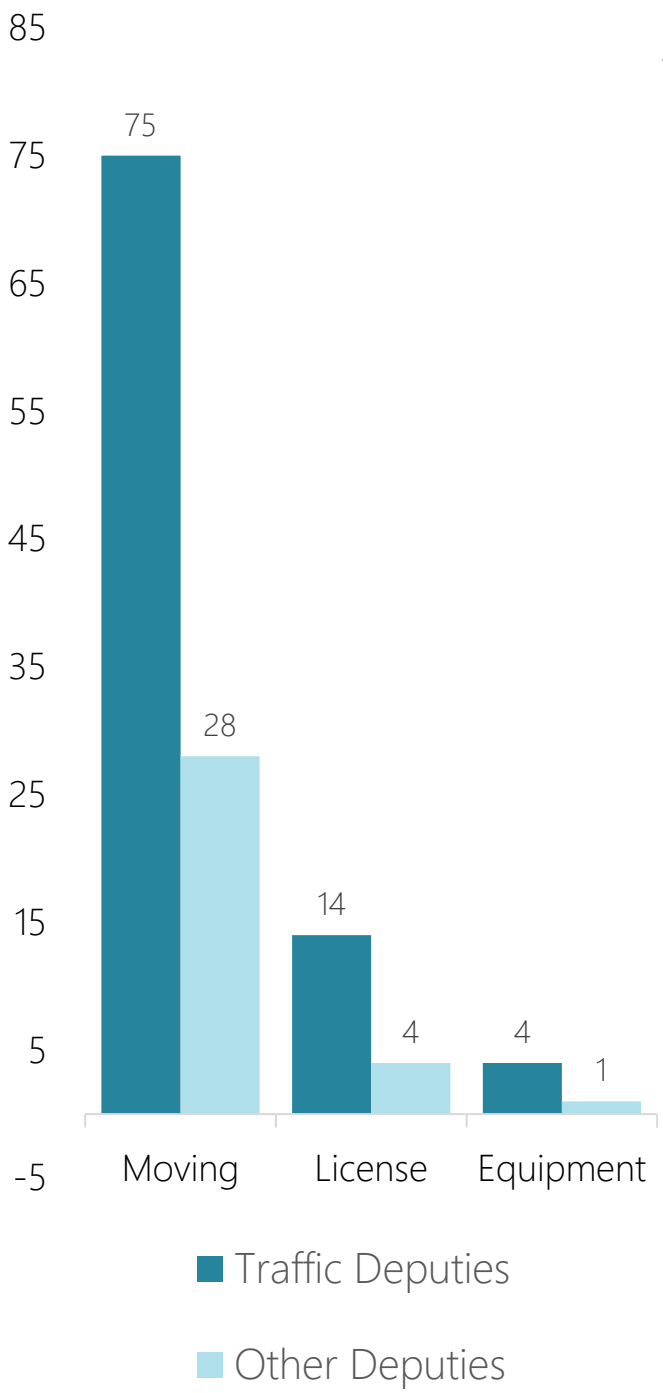


Warnings & Citations Issued Broken Down by Deputy Type



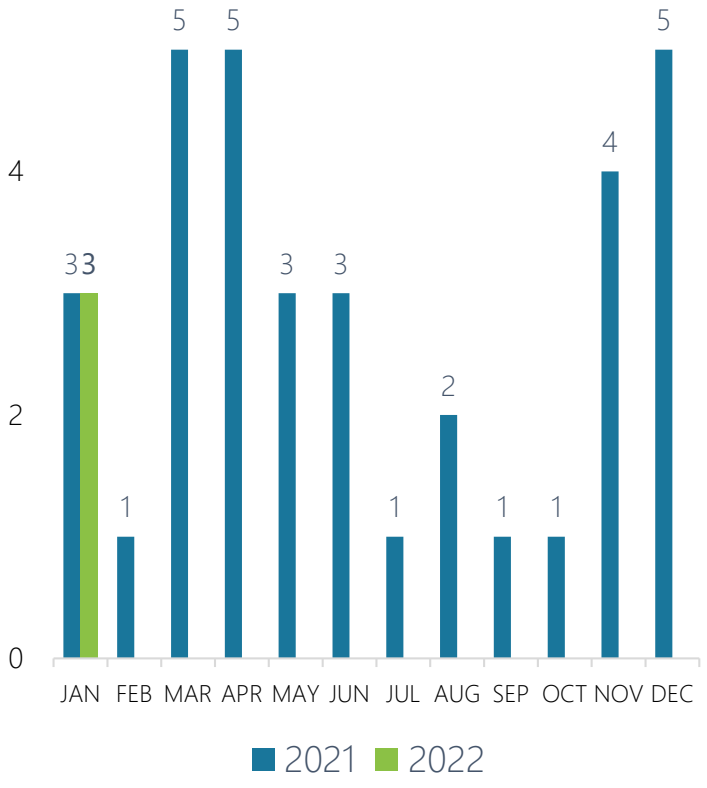
Citation Types Issued:

Of the 76 citations issued, 126 violations were included in the following types:

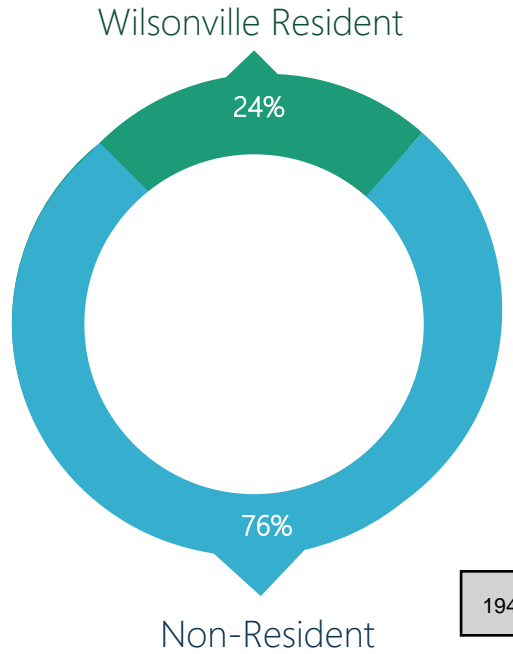


6

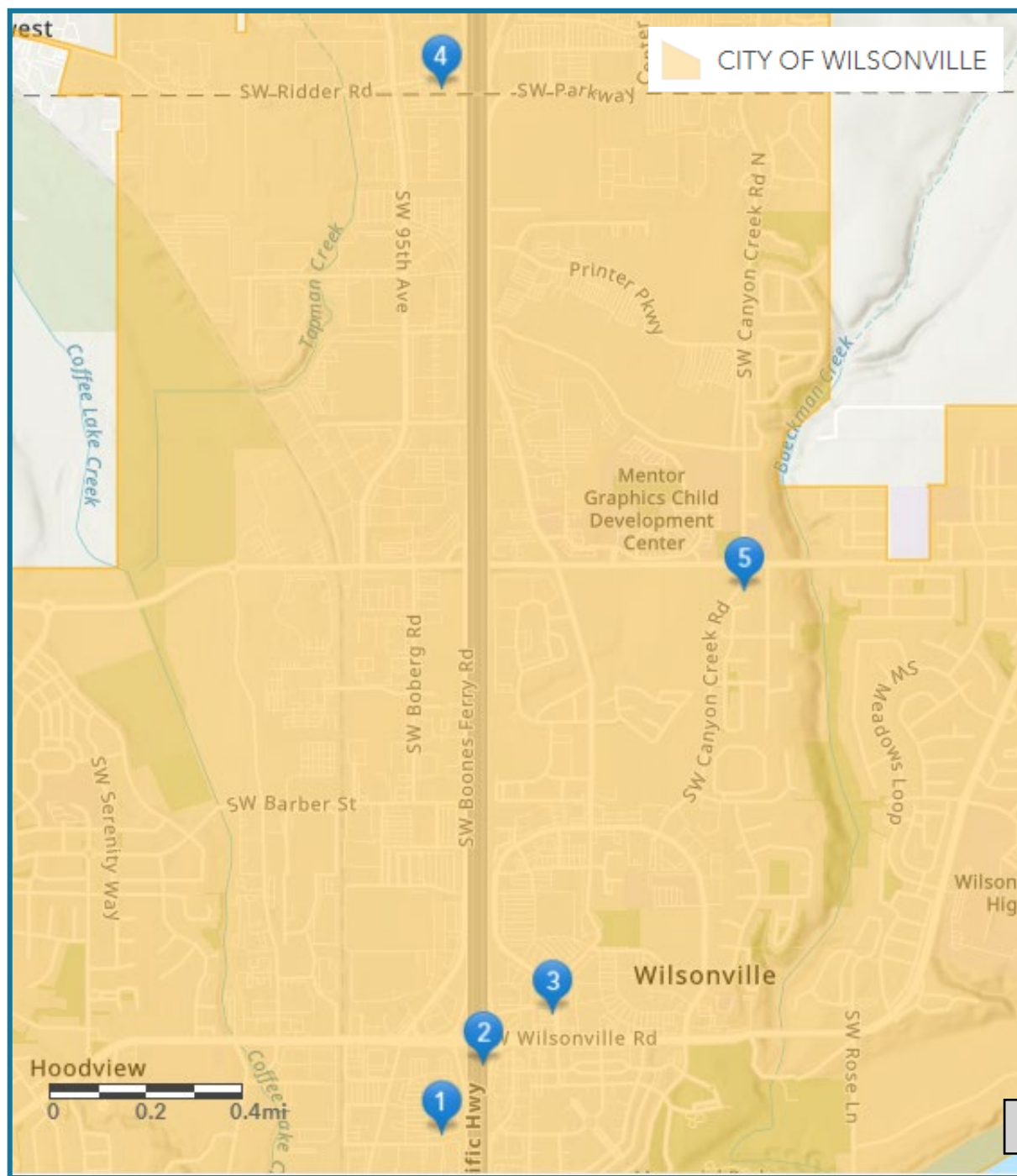
DUII Arrests:



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



Map #	Case	Date	Address
1	22-000024	Jan 1	30300 SW BOONES FERRY RD
2	22-001314	Jan 16	SW WILSONVILLE RD & I5 FWY SB
3	22-001854	Jan 23	SW TOWN CENTER LOOP W & SW PARK PL
4	22-001897	Jan 24	9125 SW RIDDER RD
5	22-002216	Jan 27	SW BOECKMAN RD & SW CANYON CREEK RD





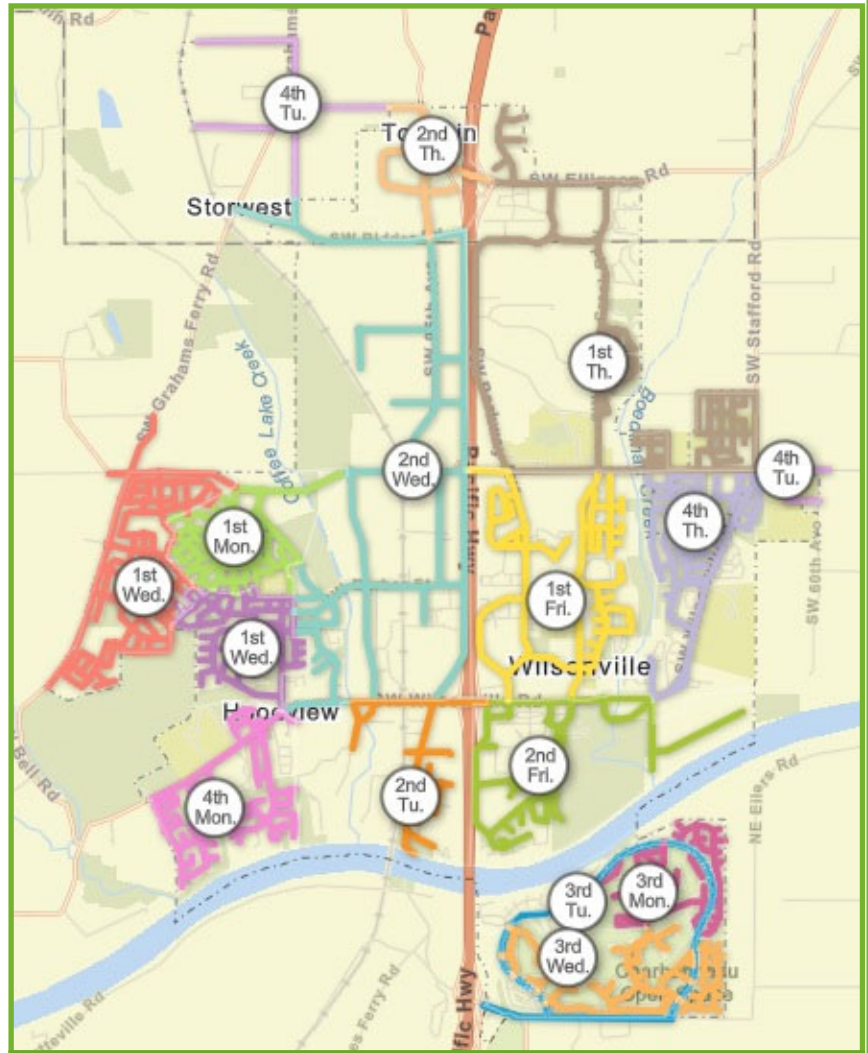
From The Director's Office:

Street Sweeping Schedule Map

This month, the new interactive street sweeping map application went live on the City's website. The map includes all the public streets maintained by the City. Roads and parking lots that are not shown in color are privately maintained.

The street sweeping contractor cleans City owned streets monthly to remove debris and reduce the amount of contaminants in the stormwater system. The interactive map shows the streets scheduled to be swept each day.

To find a scheduled sweep day, the user can manually zoom into an area and determine by color which day cleaning is scheduled. As the map zooms, more landmark labels appear, such as parks, schools and City buildings. If you know the specific address, the search toolbar can quickly zoom to the property. Clicking on a section of street generates a pop-up with the street name and sweep day.



Street Sweeping Map Preview

Best Regards,
Delora Kerber,
Public Works Director



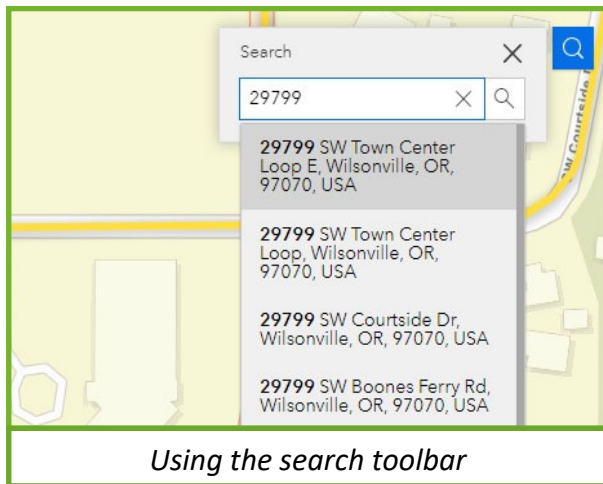
From the Director's Office, continued

Street Sweeping Schedule Map



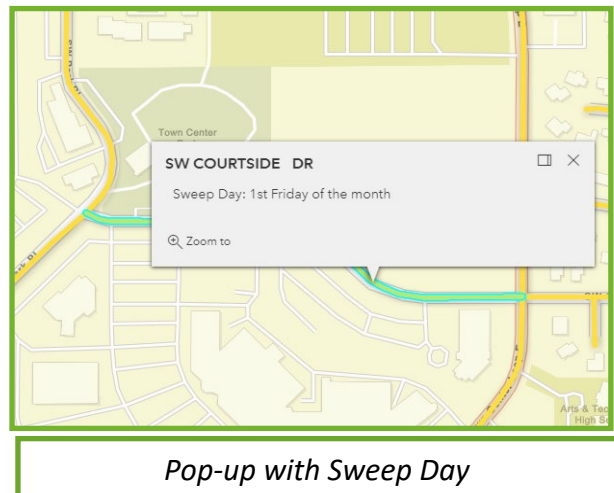
The screenshot shows the top navigation bar of the Wilsonville Oregon website. It includes a logo on the left, contact information (503-682-1011), and links for CONTACT and SUBSCRIBE. A search bar is located in the top right. Below the navigation bar, a dropdown menu is open under the RESIDENTS tab. The menu items are: About Wilsonville (with sub-items: Annual Reports, Awards and Recognition, Bike & Ped Connectivity Plan, Community Survey, Heritage Trees, History, Homeowners Associations, Public Art), Citizen Complaint or Request - Ask the City!, Community Grants, Events (with sub-item: City Calendar), Maps (with sub-items: Snow and Ice Control Plan, Street Sweeping Schedule & Map), and News & Notices (with sub-items: Boones Ferry Messenger, Current News, Public Hearing Notices). The 'Street Sweeping Schedule & Map' link is highlighted with an orange box.

One of the locations on the City website to find the Street Sweeping Schedule Map



The screenshot shows a search toolbar on a map. The search bar contains the text '29799'. Below the search bar, a list of search results is displayed, each with a street address and location details: '29799 SW Town Center Loop E, Wilsonville, OR, 97070, USA', '29799 SW Town Center Loop, Wilsonville, OR, 97070, USA', '29799 SW Courthouse Dr, Wilsonville, OR, 97070, USA', and '29799 SW Boones Ferry Rd, Wilsonville, OR, 97070, USA'.

Using the search toolbar



The screenshot shows a map with a pop-up window for a specific street. The pop-up window is titled 'SW COURTSIDE DR' and contains the text 'Sweep Day: 1st Friday of the month'. There is also a 'Zoom to' button in the pop-up window. The map shows a street grid with a highlighted street.

Pop-up with Sweep Day

Facilities

Breaking Ground for New Growth

After losing a few large trees outside the Public Works/Police building to age and inclement weather, our Landscape Maintenance staff broke ground to plant new maple trees.



James and Daniel break ground at Public

The process was physically intense due to soil conditions, digging out the site with a fire axe and shovels. After several days of preparation, the trees are ready to be planted. In the future, these trees will provide inviting shade and showy fall foliage for our community.



Digging out the hole



Trees ready to plant!

Utilities—Wastewater

Lil' Stinky Helps Gathers Information

In preparation for the future Boeckman Bridge project, the Wastewater crew completed field verification and data collection of the sanitary system in the proposed area. This work required some brush clearing and a little help from our remote camera, affectionately called Lil' Stinky.

The CCTV videos and reports will be provided to our Engineering Department to assist with their planning efforts. The crew also performed some CCTV work for our Engineering colleagues for the Charbonneau Consolidated Improvements.



Utilities—Water

Welcome Aboard, Chris!

The Utilities Division is happy to welcome Chris Seward to the team. He has a strong background in utilities maintenance with over 15 years of experience working in the water and wastewater field. Chris recently moved from Hayden, Idaho to be closer to family. He is also an active member of the Army National Guard. We are excited to utilize Chris's experience to assist with maintaining and improving Wilsonville's utility assets.



Our newest addition—Chris Seward

Lending a Hand

The Water crew assisted the Parks Department with replacing a service line feeding the Memorial Park bathroom, which is in the process of being replaced with a new structure. When the old building was being prepared for demolition, it was discovered that the configuration of the meter and backflow was incorrect and there was no shutoff valve for the service. Staff excavated down to the water main and replaced the old brittle PVC plastic service line with a far more reliable copper service line. A new curb stop valve, meter and backflow were installed as well.



Digging down to the service line

Roads & Stormwater

Retroreflectivity Inspections

The Roads Maintenance crew continues to replace worn and discolored signs and check the level of retroreflectivity. Retroreflective signs are designed to 'bounce back' light to drivers, making them readily visible.

When performing these inspections, staff needs dark conditions and they start the inspections very early in the morning. Using a gauge they can measure the sign's amount of retroreflectivity. Signs that fail to meet the minimum level are cleaned or replaced.

It takes two staff members between three and four workdays to complete sign inspection of the entire city. At the same time, they check for any streetlights that need maintenance.



Sign installation

Obstruction Removal

While cleaning a catch basin, the Stormwater team discovered roots entering the system. They scoped the line with the CCTV van, discovering an obstruction around 75 feet inside. Using the high pressure line on the Vector truck with a root cutting attachment they were able to remove the roots. After completing the work the line was scoped again to ensure it was clear.



Before — Obstructed



After — Clear

Roads & Stormwater cont.

Vacuuming Catch Basins

As part of the regular maintenance of the City's stormwater system, staff systematically clean out roadway catch basins (aka stormwater inlets). To perform this work staff first removes the grate over the basin, then inserts the truck mounted vacuum hose to empty the basin of dirt and debris. Keeping the catch basin cleared of impediments helps ensure they will flow properly during rain events. Below are photos showing the Stormwater team cleaning inlets on Wilsonville Road.



Stormwater Crew at work!



Cleaning an inlet with the vacuum truck



The Queen of England once referred to the year 1992 as “annus horribilis.” A Latin term that means ‘horrible year.’

As we begin the process of placing 2021 in our collective rearview mirror and look guardedly towards the dawning of 2022, we should all take careful inventory of the good, the bad, the joy, the hurt, the love, and the discontent we have spread over the previous 12 months. As for me, as I journey the last few miles of my life, I will endeavor to serve humanity and to hold ever so tight to the profound words of President Lincoln - "And in the end it's not the years in your life that count; it's the life in your years that matter." Let's work together to make 2022 an “annus magna” – a “great year.” Happy New Year!

Dwight Brashear
Transit Director



Fleet Services – **Scott Simanton** Fleet Services Manager

Throughout January, construction of a new compressed natural gas (CNG) fueling station has continued, with expanded electric bus charging being installed simultaneously. While the timelines of these two projects overlapping has proved challenging, some advantages have been realized. Project timing allowed one common trench to be used for portions of the work, saving time, and reducing construction costs.

Complete conduit runs for both gas and electrical are installed and backfilled, and all concrete work has been completed.



Forming and mockup of a fuel dispensing post



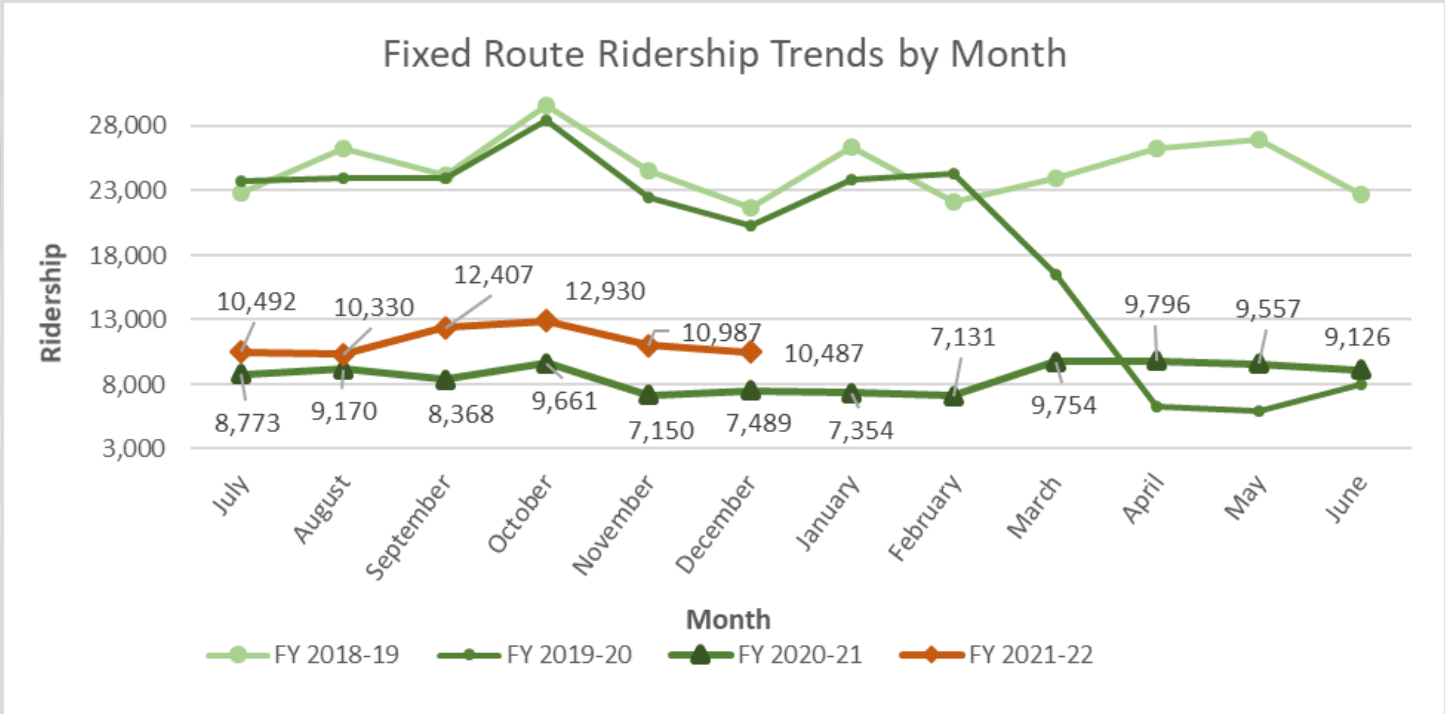
Completed fuel dispensing post support structure, awaiting hardware installation.

Anticipated completion date for the electric bus charging is early February. CNG station completion is scheduled for late March. Equipment lead times are slightly longer than anticipated, but the required equipment is currently in production.

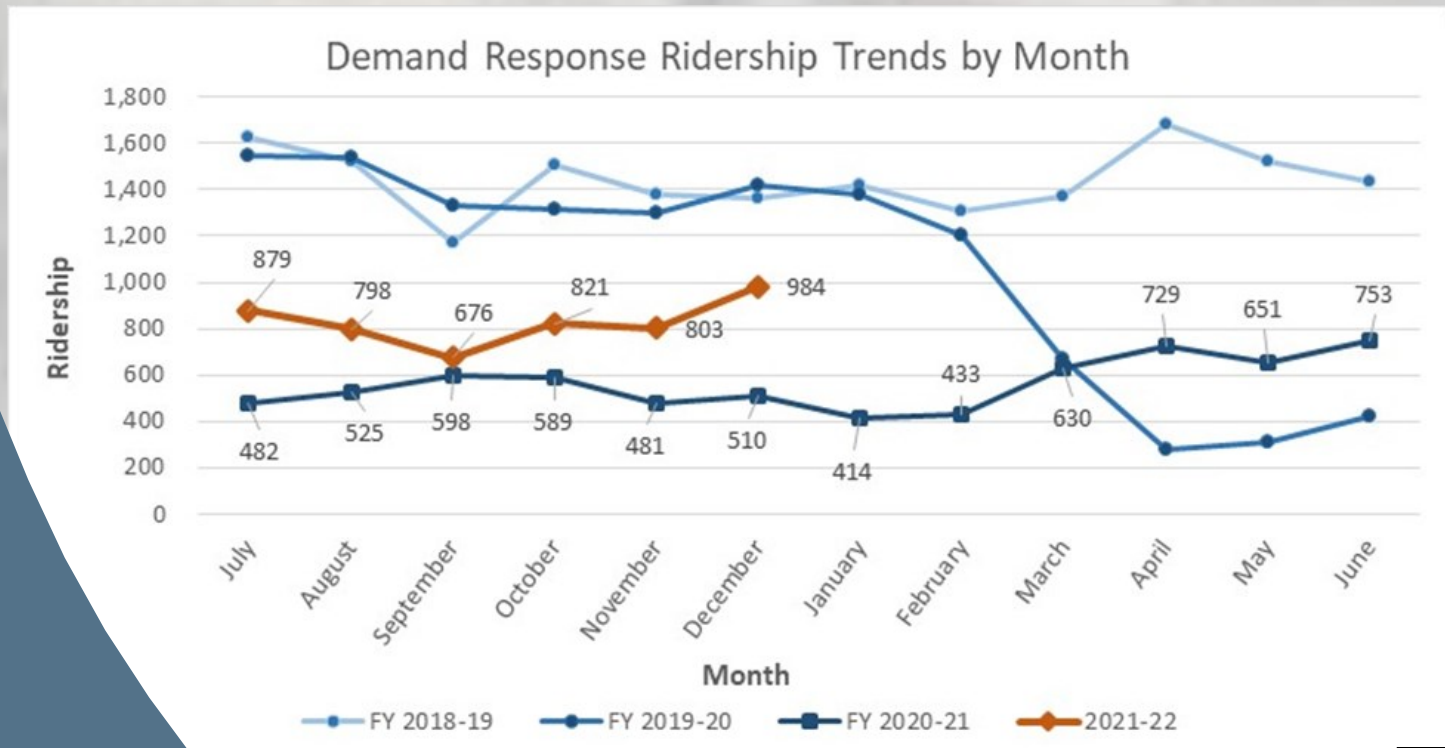


Finishing concrete for compressor installation location.

Operations - **Eric Loomis** Operations Manager



Fixed route service saw a small drop in service, which is typical for December with less operating days due to the holidays. Demand Response saw its highest number in ridership since the COVID-19 pandemic has started. Most notably, SMART’s 60+ program, which gives transportation access to Wilsonville residents who are 60 or older, doubled in ridership in the month of December.



Grants & Program Manager - **Kelsey Lewis**



In January we finalized a request for proposals to update the Transit Master Plan and aim to advertise it in early February. It's exciting to launch this project! The purpose is to update the current master plan to reflect new conditions in transit ridership, incorporate new technology, hear from the community, and position SMART well for using new state and federal funding opportunities.

This plan is intended to further the Council goal of increasing mobility for all in Wilsonville.

We also prepared our budget request for FY 22/23 this month. We are anticipating further American Rescue Plan Act (ARPA) funding to come in from the Federal Transit Administration in the next few weeks which will continue to support transit operations.



Transportation Options - **Michelle Marston** Program Coordinator

2022 Planning has begun for SMART Options programs.

An Annual Bike Rodeo to be partnered with another City event. Bike Fairy Day, and Walk at Lunch activities are currently on the short list for the year.

SMART is aiming to restart a few programs for 2022 such as a Learn to Ride Clinics at Wilsonville schools and possibly an Adventure Bike Camp during the summer.

In addition to our short list, a district-wide crossing guard program in partnership with West Linn-Wilsonville School District was in the development stages when all schools were shut down. We hope to pick up where we left off and develop active transportation clinics in partnership with WashCo Bikes.



Students in crosswalk at Boeckman Creek Primary