



CITY COUNCIL AGENDA

September 05, 2024 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

PARTICIPANTS MAY ATTEND THE MEETING AT:

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

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

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

TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

Register with the City Recorder:

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

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

City Recorder - Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

CITY COUNCIL MISSION STATEMENT

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

EXECUTIVE SESSION [5:00 PM]

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

ADJOURN [5:25 PM]

Break to switch Zoom accounts [5 min.]

REVIEW OF AGENDA AND ITEMS ON CONSENT [5:30 PM]

COUNCILORS' CONCERNS [5:35 PM]

PRE-COUNCIL WORK SESSION [5:40 PM]

- A. Natural Hazard Mitigation Plan Update (Kerber/Montalvo) [20 min.]
- B. [Update on Response to the Mediterranean Oak Borer \(MOB\) \(McAlister\) \[20 mn.\]](#)

ADJOURN [6:20 PM]

**AN URBAN RENEWAL AGENCY MEETING WILL
IMMEDIATELY FOLLOW THE WORK SESSION**

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, September 5, 2024 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on August 20, 2024. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

CALL TO ORDER [7:00 PM]

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

MAYOR'S BUSINESS [7:05 PM]

4. [Upcoming Meetings](#)
5. [City Council Consideration of Endorsement of Clackamas Community College Bond Measure #3-613 on November 2024 Ballot](#)

COMMUNICATIONS [7:20 PM]

6. Skate Park Mural Community Enhancement Program (CEP) Project Update (*Valentine*) [15 min.]
7. [Kitakata Sister City Advisory Board FY 2024/25 Goals \(*Chair Scritsmier/Vice Chair Scarpone*\) \[15 min\]](#)

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:50 PM]

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

8. Citizen Input

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [8:00 PM]

9. Council President Akervall
10. Councilor Linville

11. Councilor Berry
12. Councilor Dunwell

CONSENT AGENDA [8:20 PM]

13. [Resolution No. 3129](#)

[A Resolution Of The City Of Wilsonville Adopting The City Of Wilsonville Representation In The Updates To The Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan. \(Kerber\)](#)

14. [Resolution No. 3131](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Musco Athletic Lighting, LLC. To Construct The Memorial Park Athletic Field Lighting Project. \(Schull\)](#)

15. [Resolution No. 3155](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Harper Houf Peterson Righellis Inc. \(HHPR\) For Engineering Consulting Services For The Brown Road Improvements Project \(Capital Improvement Project No. 4216\). \(Rauthause\)](#)

16. [Resolution No. 3156](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With In Line Commercial Construction, Inc. For The Smart Yard Expansion Project \(Capital Improvement Project #8148\). \(Lewis\)](#)

17. [Minutes of the June 17, 2024 City Council Meeting. \(City Recorder\)](#)

NEW BUSINESS [8:25 PM]

CONTINUING BUSINESS [8:25 PM]

PUBLIC HEARING [8:25 PM]

18. [Ordinance No. 893 - 1st Reading \(Legislative Non-Land Use Hearing\)](#)

[An Ordinance Of The City Of Wilsonville Adding Sections 2.380 Through 2.386 To The Wilsonville Code Concerning The Diversity, Equity And Inclusion Committee. \(Cosgrove/Guille-Hinman/Mombert\)](#)

19. Ordinance No. 893 - Public Testimony

CITY MANAGER'S BUSINESS [8:40 PM]

LEGAL BUSINESS [8:45 PM]

ADJOURN [8:50 PM]

INFORMATIONAL ITEMS – No Council Action Necessary

[City Manager Reports](#)

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

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



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: September 5, 2024		Subject: Update on Response to the Mediterranean Oak Borer (MOB)	
		Staff Member: Georgia McAlister, Associate Planner	
		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 type="checkbox"/> Information or Direction <input checked="" 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: Staff recommends Council receive the Mediterranean Oak Borer response update and provide any direction.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities	<input checked="" type="checkbox"/> Adopted Master Plan(s) Urban Forest Management Plan (2021)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Staff desires to provide the City Council with an update on the City’s response to the Mediterranean Oak Borer.

EXECUTIVE SUMMARY:

The presence of Mediterranean Oak Borer (MOB) infesting Oregon white oak trees (OWO) within the City of Wilsonville was discovered a year ago in the Summer of 2023. In October and January, staff completed the preparation of a Mediterranean Oak Borer (MOB) Status Report, which are included as Attachment A and Attachment B in the packet materials. Prior to that, the City Manager created a multi-disciplinary team of staff members from the Community Development, Public Works and Parks and Recreation Departments to respond to the MOB infestation. This remains an evolving situation that will change over time with the addition of information, knowledge, field observations and real science that will inform and adjust the City's approach and response.

Meetings with the core coordination team are no longer biweekly as much of the immediate planning has been completed, general protocol for removal and disposal has been established, and we are transitioning to a management and information gathering phase.

Contact from residents, tree care companies and State officials has increased since the January update. On average, planning staff are contacted three to four times a week by various parties inquiring about MOB and specific tree issues. The removal of infested Oregon white oak trees has continued at a slow rate. More methods for treatment and testing opportunities have increased throughout the year offering alternative paths to removal. The results of these alternative methods are unknown at this time, but it is a positive sign to be moving away from removal and towards tree care.

ODF/ODA coordination:

Staff's partnership with Oregon Department of Agriculture (ODA) and Oregon Department of Forestry (ODF) continues to grow and is a strong working relationship. City staff attends the monthly statewide working group to keep informed and update partners regarding the status of Wilsonville. The regular communication has facilitated partnership and coordination on several exciting research opportunities in Wilsonville.

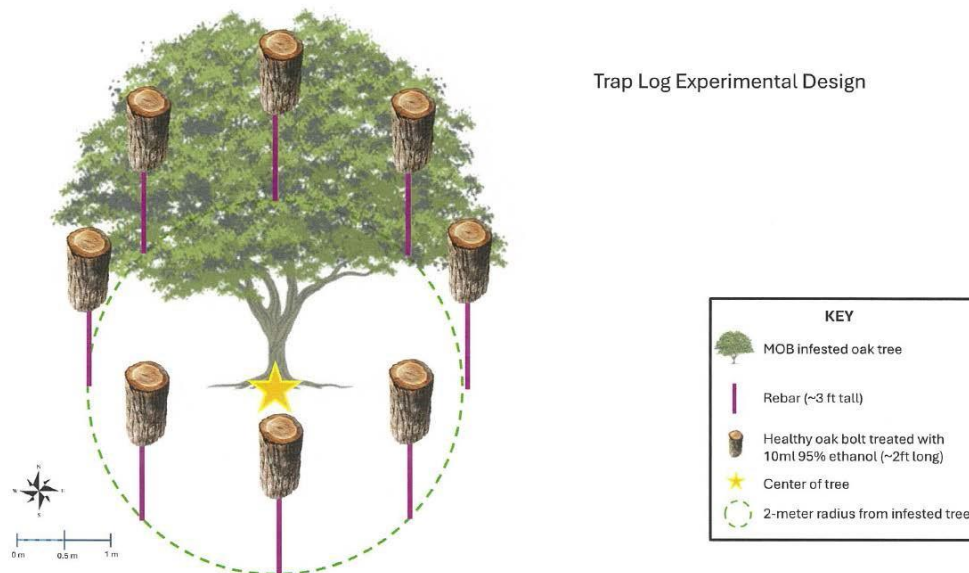
Observations to date by ODF/ODA staff reveal that the MOB prefers trees that are stressed (keep in mind that all of our oaks are stressed in one way or another due to climate change, drought, more severe storms), have fungus, insect damage or have otherwise experienced damage or breakage from ice. Many of the recent field observations suggest that the MOB may be a secondary cause of tree death, not the primary cause. Research within Wilsonville are focused the following issues:

- MOB behavior and presence
- Treatment and management opportunities
- Resiliency improvement by reducing stressors

Active projects within the City include the following:

Log Catch Experiment

Allison Monroe, Oregon State University Graduate Student, is conducting a “Log Catch Experiment” with support of ODA staff. The “Log Catch Experiment” is a simple experiment aimed to investigate a potential management method for MOB using “Biological controls”, which is the introduction of a natural predator to reduce the presence of MOB. Allison’s experiment’s goal is to identify whether a parasitoid wasp species interested in preying on MOB exists. The experiment includes the use of eight bolts of oak wood treated with 10ml of ethanol, installed in a circle around the base of an infested tree. The goal is to attract the MOB with the ethanol, a chemical released by injured trees, and trap within the bolt in order to investigate their behavior and colonization patterns. An additional benefit from the experiment is testing the potential use of ethanol logs as a management strategy as well. See both the diagram below and further information included in Attachment C.



With the assistance of City Staff, Allison is conducting the “Log Catch Experiment” at the following sites in Wilsonville:

- Memorial Park
- Edelweiss Park
- Park at Merrifield
- WES Mitigation Site
- 26120 SW Parkway Ave (Privately Owned)

The control site is located on privately owned land outside the City of Wilsonville.

Insecticide and Fungicide Treatment

Oregon white oak trees treated by the City with the injection of systemic insecticide directly into the trunk of the tree to protect against future infestation include the WES grove on Kinsman, the Failmezger heritage oak on Parkway, two of the Three Sister Oak trees, the OWO preserved in the 5th to Kinsman project, the OWO trees preserved at Willow Creek drive, the grove of oaks in Piccadilly Park in Villebois, oaks at Park at Merrifield, and the Target tree. The West Linn-Wilsonville School District treated the Cumberland Heritage Oak tree located at Wilsonville High School (WHS). The injected trees are under observation and City owned treated trees are included in Attachment D, Morgan Holen and Associate's Oregon White Oak Monitoring Report.

The results of the injections appear mixed. While some of the OWOs continue to be in good health the Park at Merrifield Tree (56833) has lost 80% of its canopy, the Target tree has shown similar decline, and the Cumberland Oak tree located at WHS had a large branch removed on August 14, 2024, due to infestation.

Grove Irrigation

A grove of OWO trees located in the Frog Pond Neighborhood has shown signs of MOB with two OWO trees required to be removed this past fall. While there are signs of MOB, the OWOs appear in good health with full crowns and no clear signs of decline. There is concern that removing any tree that shows signs of MOB may result in the loss of the entire grove within a few years and that a similar pattern could appear across the City. As such, City staff reached out to ODF and ODA to facilitate an experiment focused on improving the health of the grove with the goal of bolstering the health of the trees, allowing the trees to fight off the infestation. The methodology for this experiment includes deep watering and irrigation during peak summer heat as OWO trees are experiencing a period of prolonged drought weakening their natural defenses. With coordination between ODF, Bartlett Tree Experts, the homeowner's association (HOA) and City the experiment is now underway.

Limb Removal and Tree Health Support

With the sudden decline of the Cumberland Oak Heritage tree, partners at ODF, Bartlett Tree Experts, and the West-Linn Wilsonville School District are interested in exploring whether removal of infested limbs combined with other known best care practices can stop the spread of the infestation and by eliminating stressors allow the tree to fight off further infection naturally.

MOB Trapping

MOB traps have been set throughout the City on various private and public properties by ODA and ODF. The purpose of these traps is to learn about the MOB's activity including when the MOB becomes active, when they are most active, and when they may be dormant. Information about the geographic extent of the insect infestation is also being collected. These traps have been set throughout the Metro region and east of the Cascades. This work is on-going with the majority of collection occurring April-September of 2024. If the geographic extent is narrow, then a quarantine could be proposed similar to the Emerald ash borer. Time will be needed to determine the extent of infestation.

Repellent Testing

Christine Buhl with ODF is partnering with Wilsonville's residents on the testing of a repellent as a management method in one of Wilsonville's more heavily impacted areas on Oak Patch Court east of Canyon Creek Road.

Ad Hoc Removal Investigation

City staff is coordinating with both ODA and ODF staff to allow for the investigation of infested trees during and after removal when possible. These investigations inform the study of MOB's pattern of colonization and their behavior within the trees as they decline.

Disposal Options

Guidelines for proper disposal of infested OWO debris from ODA and ODF continue to be recommendations and not enforced by quarantine. Burning the debris continues to be the most effective method for disposal followed by chipping debris into 1-inch chips and composting at high heat. Other disposal methods include deep burial as well as chipping debris to 1-inch chips and leaving in place.

The use of visqueen for solarization, a technique used in California, while once thought to be a potential effective disposal method utilizing heat from the sun to suppress the MOB population, presents challenges in the more humid climate of Oregon. In some cases, visqueen has been found to trap moisture creating favorable conditions for fungi growth supporting the MOB population.

City Owned Oregon White Oak Monitoring Report

On June 21, 26 and July 10, 2024, consulting arborist Morgan Holen conducted an inventory of 119 OWOs owned and managed by the City of Wilsonville for the purposes of updating Wilsonville's tree health inventory and providing management recommendations. The recommendations included in the report will serve as guidelines for management.

The tables below included in Morgan Holen and Associate’s Oregon White Oak Monitoring Report, Attachment D, present promising findings from the assessment.

Table 1. Count of Trees by Health Rating.

Health	2024 Assessment	Percent
Healthy	96	85%
Stressed	13	12%
In Decline	4	3%
Dead	0	0%
Total	113	100%

Table 2. Count of Trees by Condition Rating.

Condition	2024 Assessment	Percent
Excellent	2	2%
Good	40	35%
Fair	64	57%
Poor	7	6%
Total	113	100%

Of the 119 trees only 6 are showing signs of MOB infestation. General recommendations based on the results of the inventory include periodic monitoring of the OWOs every three years to inform management strategies and reapplication of systemic treatments when necessary. The report also recommends specific management practices for 87 of the trees including:

- Arborist chip mulch application to help moderated soil temperature, retain soil moisture provide soil nutrients and keep lawn mowers away from tree trunks
- Selective pruning
- Supplemental watering
- Structural support
- Blackberry removal

Charbonneau

On August 1, 2024, consulting arborist Morgan Holen conducted a window survey of the over 800 mature red oaks (*Quercus rubra*) along French Prairie Drive, following-up from the window survey conducted in the fall of 2023. No signs of MOB were observed continuing the positive trend for red oaks within Wilsonville. Some signs of stress are present due to planting and environmental conditions. The Public Works team continues to closely monitor the trees while providing regular care including the removal of deadwood, pruning, and selective removal when necessary.

OWO Tree Removals

The removal of OWOs with signs of infestation having progressed past the point of treatment continue at a slow rate on private property. The four removed trees are within an approximately ¼ mile stretch of neighborhoods along Canyon Creek Road. Debris from the trees have been chipped and recycled at high heat.

As more information is learned about MOB and the patterns of infestation, experts are encouraging the use of alternative treatment methods before removing trees. Evidence points to MOB being a secondary cause of decline in OWOs, meaning MOB are observed to be targeting trees already experiencing stress and a decline in health. The positive implication of these findings is improving the health of OWO trees may prevent infestation and/or support the recovery of infested trees with properly timed intervention. This is a significant finding and reason to be encouraged about the future of mature OWO trees.

EXPECTED RESULTS:

MOB is going to be a significant issue for the community for the foreseeable future. Staff is on the leading edge of knowledge and is charting approaches far ahead of any other municipality in Oregon. The expected results will be to protect the oaks that we have and prevent further degradation of this precious resource.

Parks and Planning staff continue to support education efforts to inform local communities and key tree stewards with staff presenting to Oregon Community Trees in March of 2023 and Parks staff from local jurisdictions touring Wilsonville in spring to learn more about our local approach as well as signs and symptoms of MOB. Staff coordination with ODA and ODF has facilitated ongoing research throughout the community which will contribute to the growing knowledge of MOB in Oregon.

TIMELINE:

Timelines are on-going.

CURRENT YEAR BUDGET IMPACTS:

Staff is utilizing CIP #9088 Oregon white oak fund and #9179 Urban Forest Climate Resilience, both of which have sufficient funds this fiscal year to cover anticipated work.

COMMUNITY INVOLVEMENT PROCESS:

Staff is in consistent communication with citizens, tree companies, HOA's and other interested parties regarding the dissemination of information regarding how to identify MOB as well as providing options for proper disposal.

Community members have been and will continue to be essential partners in the management and research efforts taking place as many of Wilsonville's OWOs grow on private land.

Residents and businesses reporting infestations and removing trees have been open to connecting with ODF and ODA representatives to support research efforts including the observation of removed trees, participation in trapping, repellent testing, irrigation efforts, and reporting signs of MOB. The participation of the community is an important asset that cannot be overlooked. It is a testament to the importance of OWOs and the strength of our community.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

A healthy, thriving urban forest that includes Oregon white oak promotes many benefits to quality of life and livability of the Wilsonville community.

ALTERNATIVES:

The Council can direct staff on any number of alternatives. None are recommended at this time.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. MOB Status Report (October, 2023)
- B. MOB Status Report (January, 2024)
- C. Log Catch Experiment Information
- D. Morgan Holen and Associate's Oregon White Oak Monitoring Report



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: October 2, 2023		Subject: Update on Mediterranean Oak Borer (MOB)	
		Staff Member: Georgia McAlister, Associate Planner	
		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 type="checkbox"/> Information or Direction <input checked="" 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: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Staff update on the presence of Mediterranean Oak Borer (*Xyleborus monographus*) in Oregon white oak (OWO) trees in Wilsonville.

EXECUTIVE SUMMARY:

Since the summer of 2022, when it was first noticed that the large 56” DBH Oregon white oak (*Quercus garryana*) tree at ProGrass began to show rapid signs of decline, staff and arborists have hypothesized at what might be causing the decline. While insects, root disease and climate (heat, drought, ice) were all suspected culprits documented in the two detailed arborist reports that were prepared as part of the Willamette Water Supply Project (WWSP), there was no definitive diagnosis made that would explain the rapid decline of the main scaffold branches in this tree.

One consideration at the time in summer of 2022, was the fact that the Mediterranean Oak Borer (MOB) may be present, and actually causing some of the significant and rapid decline of this mature OWO tree due to the symptoms presented as well as evidence of insect damage. ODF staff observed evidence of insect damage caused by oak lace bug, gall-making insects, and other defoliating insects, and believed that the beetles were native ambrosia beetles that only attack dead and dying wood. At the time, ODF staff did not concur with the suggestion that the decline was the cause of the MOB and believed the decline was primarily caused by site conditions and drought stress. However, in May 2023, ODF published a FAQ sheet on the invasive beetle species and in June 2023 Oregon Department of Agriculture (ODA) published their own FAQ sheet. Both can be found in Attachments 1 and 2. Attachment 3 presents a scientific description of the insect and its preferences, prepared by Jeremy Slone, PhD, entomologist with Bartlett Tree Experts.

MOB has been detected in Oregon since 2018. One beetle was captured in a trap in 2018 at Chinook Landing near Troutdale. One beetle was captured in a trap near Woodburn in 2021. In 2022 across seven sites in four counties, there were 21 beetles captured, 14 of which were near Troutdale. Additionally in 2022, one beetle was found in a trap on the west side of Wilsonville. In May 2023, the first Oregon white oak tree was found to be positive for MOB near Troutdale. Now, in August of 2023, Wilsonville has the second confirmed OWO tree with MOB with evidence of much more infestation emerging daily.

Fast forward to the summer of 2023; staff and local arborists began to notice an alarmingly trend across the landscape of the Wilsonville community where very large OWO trees in numerous locations (Frog Pond West, Target store, ProGrass) began to show sudden and rapid large scaffold branch decline that was indicative of something potentially more serious. Because of the importance of these OWO trees and the potential presence of the MOB, staff prioritized looking into the matter further.

One suspected tree, located in Frog Pond West, declined very rapidly over the past year. This 55-inch OWO was to serve as the focal point of an open space in the neighborhood. However, based on major canopy dieback and branch decline, staff requested an arborist assessment. As a result of the arborist recommendation, an emergency tree removal permit had to be issued as the rapid decline of the tree left eminent danger to the public.

Prior to the actual removal, during the week of August 21, 2023, branch, leaf and insect samples were collected from parts of the declining tree by arborists from Bartlett Tree Experts

and sent to their laboratory in North Carolina. The following week verification came back from the samples that MOB was indeed present in the Frog Pond West tree samples. Since MOB is an invasive insect pest, the Oregon Department of Agriculture was immediately notified. A field meeting was held on September 8, 2023 where more samples were collected from the Frog Pond tree, as well as at the WES site along Barber and Kinsman Roads. Visual evidence was collected at the WES site indicating the presence of MOB in that grove. Observations of the Three Sister Oaks on September 12, 2023 by the City's consulting arborist indicated presence of MOB in the middle oak.

Staff at the City, along with the support of consulting arborists at Bartlett Tree Experts and Morgan Holen & Associates, LLC have already sprang into action to help to save our threatened oaks. Staff from Oregon Department of Agriculture and Oregon Department of Forestry are also providing support. To date there have been numerous coordination meetings and as of the last week of August, arborists were already applying insecticides and fungicides into the trunks of publically owned large Oregon white oak trees while coordination continues to occur with HOA's and private land owners.

EXPECTED RESULTS:

Below is an outline of what City staff is doing.

- Staff have prepared a comprehensive inventory of all large OWO community-wide and identified which ones are on private versus public property.
- Staff have a tree inventory that summarizes the size, health and condition of many of the oak trees in the city. Staff are updating that inventory with more current information.
- That inventory is being used as the basis to collect additional information about the current condition of the trees in 2023 and will result in the prioritization for treatment of the insect.
- Parks and Public Works Staff have collected drone and visual inspection data on all of the trees in the inventory and difficult to access natural areas not yet included in the inventory so that the prioritization process can take place.
- Prioritization of treatment will be determined based on the following criteria: significance to the City (heritage tree, historic significance, substantial investment in preservation, size), health, age, and potential risk if the tree fails.
- Staff has connected with the HOA's and private land owners of large Oregon white oaks. Outreach will occur to inform folks of the issues and seek partnerships to treat the MOB.
- Staff has also connected with the Metro science team responsible for managing Graham Oaks Nature Park to share our findings regarding MOB.

- Staff has coordinated with the School District staff to take the necessary steps that will result in treatment of the Cumberland heritage oak tree at Wilsonville High School.
- Staff continues to coordinate with Bartlett Tree Experts on a treatment plan. The most effective treatment involves the injection of systemic insecticide directly into the trunk of the tree that is either suspected to be infested or to protect against future infestation. To date, treatments have been completed for the WES grove on Kinsman, the Failmezger heritage oak on Parkway, two of the Three Sister Oak trees, the OWO preserved in the 5th to Kinsman project, the grove of oaks in Piccadilly Park in Villebois and the Target tree.
- Treatments would need to occur every two to three years. Fungicide treatment may also be used on infested trees that are high priority. Frequency of application and its effectiveness against the pathogen spread by the MOB is not known.
- This is the beginning of a long-term plan to help avert the catastrophic loss of our most treasured species, our precious Oregon white oak population.

TIMELINE:

Remediation actions are on-going.

CURRENT YEAR BUDGET IMPACTS:

Funds being used for treatments are coming from the Oregon white oak account, which is a CIP line item in the budget focused on various activities that promote healthy Oregon white oak populations such as planting, pruning, fertilization. An additional \$25,000 is being requested as part of the upcoming supplemental budget request.

COMMUNITY INVOLVEMENT PROCESS:

Staff are preparing a community wide outreach and educational campaign.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Loss of Oregon white oak across the Wilsonville community will be a significant negative impact.

ALTERNATIVES:

There are many alternatives, including doing nothing at all.

CITY MANAGER COMMENT:

ATTACHMENTS:

1. ODA FAQ sheet on MOB
2. ODF FAQ sheet on MOB
3. Report prepared by Jeremy Slone, PhD, Entomologist with Bartlett Tree Experts



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: January 4, 2023		Subject: Update on Response to the Mediterranean Oak Borer (MOB)	
		Staff Member: Chris Neamtzu, AICP, Community Development Director and Georgia McAlister, Associate Planner	
		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 type="checkbox"/> Information or Direction <input checked="" 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: Staff recommends that Council receive the Mediterranean Oak Borer response update and provide any direction.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities	<input checked="" type="checkbox"/> Adopted Master Plan(s) Urban Forest Management Plan (2021)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Staff desires to provide the City Council with an update on the City’s response to MOB.

EXECUTIVE SUMMARY:

In October, staff completed the preparation of a Mediterranean Oak Borer (MOB) Status Report, which is included as Attachment A. Prior to that, the City Manager created a multi-disciplinary team of staff members from the Community Development, Public Works and Parks and Recreation Departments to respond to the MOB infestation. This is an evolving situation that will change over time with the addition of information, knowledge, field observations and real science that will inform and adjust the City's approach and response.

To date, the core coordination team has met a total of 7 times, meetings are bi-weekly. On average, planning staff is being contacted once to twice a week from citizens inquiring about MOB. Additionally, several Oregon white oak trees have been removed in the community over the past two months. The City's state of emergency declaration expired on December 29, 2023. At this point, the initial responses are complete, and Staff sees no compelling reason to continue the state of emergency.

ODF/ODA coordination:

On November 30, City staff met with staff from Oregon Department of Agriculture (ODA) and Oregon Department of Forestry (ODF) to coordinate on recent statewide activities. Due to the newness of this insect in Oregon and the lack of empirical research and associated knowledge very little clear direction is available at this point in time. The City's proactive application of insecticides and fungicides in a wide variety of publically important oak trees, some of which had clear signs of MOB, will become a case study for on-going research regarding what approaches work and which might not work. While there is little existing evidence regarding the success of treatment the prevailing belief of experts is the treatment will be most successful when both an insecticide and fungicide are proactively applied prior to the evidence of the presence of MOB. The City treated OWOs without indication of MOB as well as OWOs displaying symptoms.

Spring and summer will present observation opportunities that will be the basis of future recommendations regarding management. Observations to date by ODF/ODA staff reveal that the MOB prefers trees that are stressed (keep in mind that all of our oaks are stressed in one way or another due to climate change, drought, more severe storms), have fungus, insect damage or have otherwise experienced damage or breakage from ice. Many of the recent field observations suggest that the MOB may be a secondary cause of tree death, not the primary cause.

ODA is planning on extensive expansion of the MOB trapping effort that had been undertaken over the past two-years. Traps will be placed in a grid pattern statewide in an effort to understand more completely the geographic extent of the infestation. This work is on-going with the majority of collection occurring April-September of 2024. If the geographic extent is narrow, then a quarantine could be proposed similar to the Emerald ash borer. Time will be needed to determine the extent of infestation.

ODA/ODF staff are also writing grants that will allow them to test and study different aspects of the insect, even going as far as traveling to Europe to better understand what native insects might provide controls for the MOB. The new North Valley Complex that now houses ODA on 95th Avenue contains an isolation lab where biological controls can be tested and refined. Other guidance provided emphasizes the importance of promoting tree health in general. Simple nutrients and supplemental irrigation are two simple things that citizens can do to keep their oaks healthy.

Disposal Options:

As Council is aware, staff coordinated with Oregon Department of Agriculture (ODA) to utilize their air curtain incinerator (ACI) to burn infected wood from Frog Pond West, and the SMART Transit Center over the course of four days in October (October 9-12). The ACI was operated at the site of the future Advance Road Community Park. The operation went smoothly for the most part being the first attempt by ODA to destroy large amounts of wood debris with the ACI. Much was learned by the certified operator, who is an ODA employee, regarding best practices for future operation.

From the City’s perspective, the operation went much slower and eliminated far less infected tree material than we had hoped. The operation was shut down for one of the days due to high winds. Given that there needs to be an equipment operator present at most times to feed wood into the ACI, the costs outweighed the benefits for this operation and there are no current plans to bring the ACI back although ODA has offered the unit. At the end of the 4 days, the City was still left with a very large pile that weighed over 53 tons that had to be removed as the ACI moved on to another location. With no good cost-effective options for disposal Staff investigated, and ultimately ended up taking the remaining infected wood to the landfill in Hillsboro where it was deep buried. Trucking and disposal costs associated with this operation totaled \$13,440.

ProGrass Oak:

Sadly, the ProGrass oak tree, a 59” DBH heritage tree, was removed on October 26 and 27. The removal was prompted due to it becoming a hazard to the motoring and pedestrian public as a result of the large dead scaffold branches hanging over the public right-of-way. The tree was hauled to the back of the ProGrass warehouse on Kinsman Rd. and covered with visqueen consistent with recommended disposal methods.

Charbonneau:

Consulting arborist Morgan Holen and Public Works staff conducted a window survey of the over 800 mature red oaks (*Quercus rubra*) along French Prairie Road to determine if there was evidence present of possible MOB infestation in oak species other than Oregon white oak. In California, MOB has been found in several other native oak species. Fortunately, the windshield survey did not reveal any observed infections of MOB in red oak.

MOB Map and Cartegraph Presentation:

Public Works staff have prepared a MOB Response Tracking Dashboard in Cartegraph, the City's asset management software, that documents where and when MOB observations and treatments have occurred. This platform will be outward facing on the city web site and will provide community members with vital information regarding the identification, location and condition of Oregon white oaks community wide. This data base will allow the Cartegraph software to inform staff when additional treatments may be necessary, and can include photos or field notes of tree condition. This is a powerful tool that allows for the on-going management of location, health, condition and treatment. Staff will provide a demo of the software at the upcoming Council briefing.

OWO Tree Removals

In addition to the Frog Pond Estates and Prograss Oaks, four other OWO trees confirmed to be infested with MOB have been removed, to the City's knowledge. Two trees in open spaces within the Villebois neighborhood and Frog Pond neighborhoods were removed in November. Debris from the removed trees in Villebois were chipped and taken to a facility aware of the infestation. Debris from the Frog Pond OWOs remains on site and covered in visqueen.

EXPECTED RESULTS:

MOB is going to be a significant issue for the community for the foreseeable future. Staff is on the leading edge of knowledge, and is charting approaches far ahead of any other municipality in Oregon. The expected results will be to protect the oaks that we have and prevent further degradation of this precious resource.

Parks staff presented findings of our efforts at a recent Oregon Parks and Recreation conference. Maintenance staff from numerous local jurisdictions are planning on coming to Wilsonville in spring to conduct tours and learn more about our local approach.

TIMELINE:

Timelines are on-going.

CURRENT YEAR BUDGET IMPACTS:

Staff is utilizing CIP #9088 Oregon white oak fund and #9179 Urban Forest Climate Resilience, both of which have sufficient funds this FY to cover anticipated work. To date, \$21,000 has been spent on treatments for trees, and another \$45,000 on arborists, ACI site preparation, equipment, tree removal and disposal.

FINANCIAL REVIEW / COMMENTS:

Reviewed by: Date:

LEGAL REVIEW / COMMENT:

Reviewed by: Date:

COMMUNITY INVOLVEMENT PROCESS:

Staff is in consistent communication with citizens, tree companies, HOA's and other interested parties regarding the dissemination of information regarding how to identify MOB as well as providing options for proper disposal.

In November, the Park at Merryfield HOA reached out to the City with questions regarding MOB and its potential impact on their neighborhood. Members of the Planning and Parks met with three HOA representatives to discuss the risk of MOB at Park at Merryfield, share educational materials and information, answer questions and help the HOA develop a plan for the Spring.. A certified arborist on the Parks team conducted a visual survey of the neighborhood's open space in December at their request. With the close proximity to Graham Oaks Nature Park it is encouraging to work with an HOA ready to take a proactive approach to protect the community's trees

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

A healthy, thriving urban forest that includes Oregon white oak promotes many benefits to quality of life and livability of the Wilsonville community.

ALTERNATIVES:

Council can direct staff on any number of alternatives. None are recommended at this time.

CITY MANAGER COMMENT:

ATTACHMENTS:

- A. MOB Status Report

Assessment of Parasitoid Wasp Diversity and Community Dynamics in Response to Mediterranean Oak Borer (MOB; *Xyleborus monographus*) Infestations in Oregon's Valley Woodlands

Allison Monroe, MS Student
 Department of Forest Ecosystems and Society
 College of Forestry
 Oregon State University

Advisor: Dr. Dave Shaw
 Professor and Forest Health Specialist, Forestry and Natural Resources Extension

Methods:

- 1) *Trap Log Experiment and Emergence Tube Setup*: A trap log experiment provides valuable insights into insect behavior, population dynamics, and the efficacy of management strategies. By observing colonization patterns, we can understand preferences and timing of insect activity. Monitoring emergence from trap logs informs population dynamics and fluctuations. Additionally, the experiment assesses the effectiveness of trap logs as a management tool and evaluates their environmental impact on both target (*X. monographus*) and non-target species. Overall, trap log experiments offer a comprehensive approach to studying insect ecology and informing pest management practices.
 - a) *Bolt Collection*: Using appropriate cutting tools, oak tree branches and bolts will be collected from selected sites, with a focus on branches showing signs of MOB infestation, such as entrance holes, frass, and galleries.
 - i) Trap logs and controls were cut from Dave's property (4/17/2024) and painted with Bailey's wood sealant (4/18/2024; Mayfield and Hanula, 2012)
 - b) *Trap Bolt Deployment*: There will be 6 replicates of this experiment (including control): Eight trap logs will be placed ~2m from a MOB infested OWO, one at each cardinal and intercardinal direction (Figure 1).
 - i) Trap logs will be treated with 20mL of 95% ethanol to attract and increase colonization and occupancy of ambrosia beetles (Reding and Ranger, 2020; Gugliuzzo et al., 2021).
 - ii) Trap logs were divided into 8 size-classes and each site was randomly assigned one bolt of each size class.

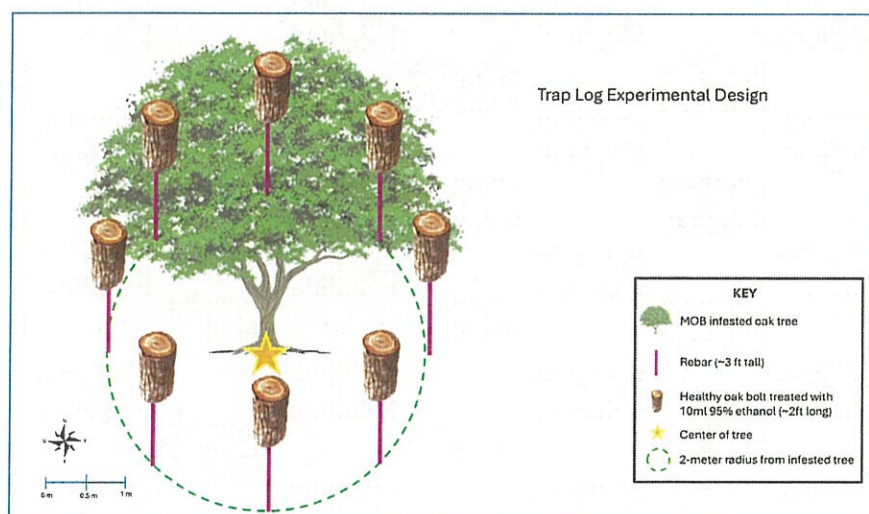
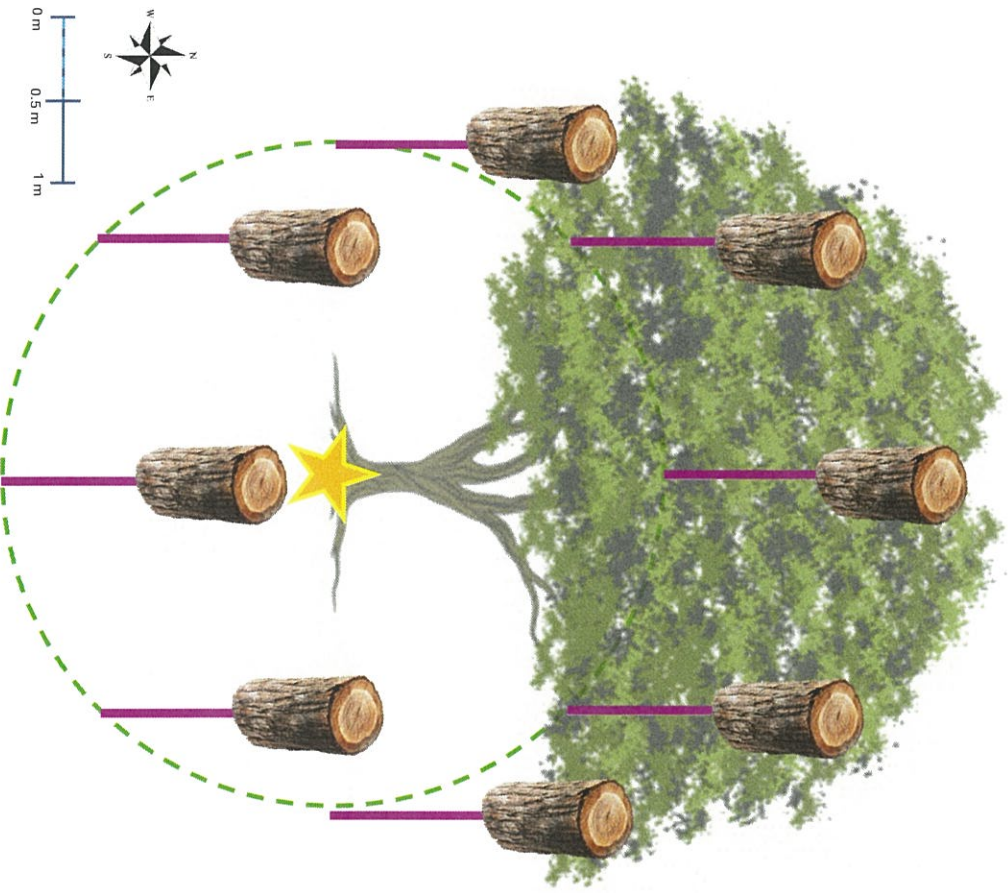


Figure 1. Experimental design of trap log experiment for MOB infested Oregon White Oak trees.

- c) *Trap bolt deployment and collection schedule*:
 - i) Logs will be placed May 17 and collected every 4 weeks:
 - (1) May 17, June 14, July 12, August 9, September 6, October 4, and two logs will be left at the research sites and collected after winter (December 27 and March 21)


Literature Cited:

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- Mayfield Iii A, Hanula J. 2012. Effect of tree species and end seal on attractiveness and utility of cut bolts to the redbay ambrosia beetle and granulate ambrosia beetle (Coleoptera: Curculionidae: Scolytinae). *Journal of Economic Entomology*. 105(2):461–470.
- Rabaglia RJ, Smith SL, Rugman-Jones P, et al. 2020. Establishment of a non-native xyleborine ambrosia beetle, *Xyleborus monographus* (Fabricius)(Coleoptera: Curculionidae: Scolytinae), new to North America in California. *Zootaxa*. 4786(2):269–276.
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Trap Log Experimental Design

KEY

-  MOB infested oak tree
-  Rebar (~3 ft tall)
-  Healthy oak bolt treated with 10ml 95% ethanol (~2ft long)
-  Center of tree
-  2-meter radius from infested tree

ATTENTION: RESEARCH IN PROGRESS



MEDITERRANEAN OAK BORER (MOB) TRAP LOGS PLEASE DO NOT DISTURB

These trap logs are part of a research project on the Mediterranean Oak Borer (MOB), a harmful pest affecting oak trees. **The logs are treated with chemicals and are not safe for public use.**

For Your Safety and the Success of Our Research:

- Do **not** touch or disturb the logs.
- Do **not** remove the logs from their location.
- **Avoid contact** with any chemicals present.
- Keep pets away from the area.

If you have any questions about this research or the trap logs, please contact:

Allison Monroe, MS Student at Oregon State University
Allison.Monroe@oregonstate.edu



DATE: July 13, 2024
TO: Dustin Schull, Parks Supervisor, City of Wilsonville
FROM: Morgan Holen, Consulting Arborist
RE: Wilsonville Oregon White Oak Tree Monitoring 2024

MHA24008

Morgan Holen & Associates, LLC was contracted by the City of Wilsonville to conduct a Level 2 Basic Visual Assessment of Oregon white oak (*Quercus garryana*) trees included in the City's inventory of trees located on public property in order to help the City monitor and manage Mediterranean oak borer (*Xyleborus monographus*) (MOB) infestation. This memorandum describes the methodology used and provides a summary of our findings. Individual tree data, map exhibits and photographs are enclosed.

Prior to my fieldwork, I coordinated with the City's Asset Management Coordinator, Andrew Sheehan, to borrow a City-owned iPad with Cartegraph, including a map of the oak trees included in the City's inventory, pre-existing data about these trees, and data collection fields for my assessment. My scope of work was limited to verifying or updating existing health ratings based on the City's classifications of healthy, stressed, in decline, and dead, as well as assigning an overall condition rating of excellent, good, fair, poor, or dead, and noting if signs or symptoms of MOB were observed. Photographs were limited to trees with notable defects or signs or symptoms of MOB. My scope of work did not include adding trees to the City's inventory or updating pre-existing tree size data, except that I did update diameter for tree #25740 to clean up a discrepancy in the City's inventory.

The City's inventory listed 119 Oregon white oaks subject to my assessment. The tree assessment fieldwork was conducted on June 26, 2024, except trees #57629 and #57630 were assessed on June 21, 2024 when I picked up the iPad from Andrew and trees #25740 and #60472 were assessed on July 10, 2024 because I had to coordinate with the City to determine the mapping discrepancy around tree #25740 and coordinate with the construction contractor on the Boeckman Road Corridor Project to arrange access to tree #60472. Data and recommendations are based on conditions existing at the time of the assessment.

Of all 119 inventoried Oregon white oak trees, five no longer exist and one was mis-identified as an Oregon white oak. Trees #187, #12575, #56818 and #60268 no longer exist and there were no signs of a stump in these locations. Tree #60531, listed as a 24-inch diameter oak that received MOB treatment, has since been removed, but the stump remains and there are clear signs of MOB including fine frass, tiny bore holes and galleries in the stump face. Tree #12573 was located, but identified as an English oak (*Quercus robur*) and not assessed.

The 113 standing trees confirmed to be Oregon white oaks were visually assessed in terms of overall health, general condition and signs or symptoms of MOB. The enclosed tree data provides a description of each individual tree. The data is summarized below and has been provided to staff via Cartegraph for internal use. The City's GIS inventory should be updated to reflect changes based on this assessment as well as on-going management activities that may include tree removal and replanting with different tree species. Future monitoring on a periodic basis will be most efficient with an up-to-date inventory.

Table 1 provides a summary of the count of trees by health rating, including 96 generally healthy trees, 13 stressed trees, four trees in decline and no completely dead trees. Table 2 provides a summary of the count of trees by general condition rating, including two trees in excellent condition, 64 trees in good condition, 40 trees in fair condition and seven trees in poor condition.

Table 1. Count of Trees by Health Rating.

Health	2024 Assessment	Percent
Healthy	96	85%
Stressed	13	12%
In Decline	4	3%
Dead	0	0%
Total	113	100%

Table 2. Count of Trees by Condition Rating.

Condition	2024 Assessment	Percent
Excellent	2	2%
Good	40	35%
Fair	64	57%
Poor	7	6%
Total	113	100%

Signs or symptoms of MOB infestation were observed in six standing trees, including:

- Tree #60655, which was previously confirmed to have MOB but has not been treated. Approximately 50% of the canopy is dead. Visual assessment of the tree trunk was inhibited by ivy, but fine frass and an adult MOB were observed in a cobweb in the ivy on the trunk. Due to poor condition and severe decline, this tree is recommended for removal, along with the stump.
- Tree #56833, which was previously confirmed to have MOB and was treated. Progressive decline has advanced since last summer and approximately 80% of the crown is now dead. Fine frass and tiny bore holes were observed, although no adult MOB were seen. This tree is not viable and removal is recommended, along with the stump. When this tree is removed, consider carefully dissecting the wood to look for live or dead MOB, which may help inform how effective the systemic insecticide treatment may be working.
- Three trees where MOB was previously not identified, but these trees were treated. Each is described below and arborist chip mulch is recommended to improve site conditions, along with monitoring on a more frequent basis.
 - Tree #60526, a generally healthy tree in fair condition. This tree has codominant stems with active separation and trunk decay and cables were previously installed for support. A bit of fine frass and a few tiny bore holes were observed, along with bore holes of multiple sizes and an abundance of ant activity indicative of trunk decay.
 - Tree #60529, a stressed tree in fair condition. Fine frass was observed on the lower trunk of east face of east stem, along with a variety of different insects and some oozing foam. No large branch dieback was observed, but the tree has a relatively thin top and numerous epicormic sprouts indicative of stress.
 - Tree #60534, a tree in poor condition with progressive decline including tip dieback, a thin crown, epicormic sprouts, and a history of large branch failure. Fine frass and tiny bore holes were also observed.
- Tree #25743, a generally health tree in fair condition where MOB was not previously identified and the tree has not been treated. No major crown dieback or fine frass was observed, but entrance and exit bore holes of three different sizes were observed at old wounds, with the tiniest holes resembling MOB. Consider systemic insecticide treatment this year, apply arborist chip mulch to improve site conditions, and monitor it on a more frequent basis.

No signs or symptoms of MOB were observed at the other 107 Oregon white oaks, including 19 trees previously treated for MOB and 88 trees that have not been treated. The 19 trees that were treated range in size from 15- to 53-inches in diameter and include 11 trees in good condition and eight trees in fair condition; 18 are classified as generally healthy and one tree, #56832 is classified as stressed with a history of large branch failure, crown decay, one dead scaffold branch with decay that appears to have been dead for a long time, numerous epicormic sprouts, and signs of carpenter worm but no obvious signs or symptoms of MOB. The other 88 trees range in size from 0.5- to 47.5-inches in diameter and include two trees in excellent condition, 53 trees in good condition, 29 trees in fair condition, and four trees in poor condition; 76 are classified as generally healthy, 11 are stressed, and one very small 0.9-inch diameter tree, #25818, is in decline with a dead top, lower trunk damage, wilted leaves, and a small live crown. The stressed trees include 10 small oaks (≤ 4 -inch diameter) with thin crowns, poor growing space, blackberry infestation or trunk damage, and one 18.7-inch diameter tree, #25738, with a high live crown, poor lateral branch distribution, and an abundance of epicormic sprouts.

General recommendations include periodic monitoring for all of the Oregon white oaks at least once every three years to adapt management strategies on an on-going basis, as well as continuing to coordinate with Bartlett Tree Experts to determine if and when to reapply systemic treatments. In addition, the enclosed inventory includes more specific management recommendations for 87 trees, some of which have multiple recommendations to support long-term care and maintenance and improve growing space. These recommendations are summarized below:

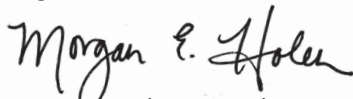
- More frequent monitoring, on an annual basis, for four of the six oaks where signs or symptoms of MOB were observed, including trees #60526, #60529, #60534 and #25743, as well as tree #56832, the stressed oak with no obvious symptoms of MOB but a high susceptibility for infestation.
- Systemic insecticide treatment this year for tree #25743, which was not previously treated.
- Removal of MOB infested trees #60655 and #56833 because they are no longer viable. Tree #56833 could be carefully dissected to look for live or dead MOB to help inform the efficacy of last year's treatment. The stumps of both trees should also be removed by grinding the stumps below ground level.
- Remove the MOB infested stump of tree #60531, remove this tree from the inventory and consider replanting with a different species nearby.
- Arborist Chip Mulch: A 3-inch-deep layer of arborist chip mulch is recommended at 62 trees—located in Piccadilly Park, Edelweiss Park, the WES Transit Station, Murase Plaza Park, and near the Boeckman Dip—to help moderate soil temperature, retain soil moisture, provide soil nutrients, and, in some cases, to keep lawn mowers away from tree trunks. Do not allow the mulch to directly touch the tree trunks and ensure that the mulch does not exceed 4-inch depth (3-inches is ideal).
 - Install arborist chip mulch beneath the driplines of 48 trees where the soil is mostly bare and appears compacted. This includes trees #25563, #25564, #25565, #25566, #25567, #25568, #25569, #25570, #25589, #25719, #25722, #25723, #25724, #25725, #25726, #25727, #25729, #25730, #25731, #25732, #25733, #25734, #25735, #25737, #25738, #25739, #25740, #25741, #25742, #25743, #25744, #25745, #25746, #25816, #25817, #25819, #25820, #25821, #25822, #25823, #56389, #56390, #56392, #56399, #56400, #56402, #57866 and #60472.
 - Remove grass from around the trunks of 14 trees in a minimum 5-foot radius and create a grass-free ring of arborist chip mulch including trees #224, #225, #226, #227, #228, #60526, #60527, #60528, #60529, #60530, #60532, #60533, #60534 and #60535.

- Pruning: at tree #599 to clean the crown of dead wood and broken branches; to remove the 12-inch diameter dead stem from tree #25719; to improve the structure of one codominant stem with a history of leader failure at tree #25563; and, consider pruning the bigleaf maple (*Acer macrophyllum*) tree located adjacent to tree #56389 to improve growing space for the oak.
- Structural Support: install a brace and cables at tree #57630 and consider cabling for tree #56830.
- Adjust sprinkler heads in the lawn around trees #270 and #56367 to avoid spraying the tree trunks and prevent trunk decay.
- Remove blackberries around trees #3988, #56938, #56389, #56390 and #56392.
- Provide supplemental watering during the summer for stressed trees #60400, #60401 and #60402.
- Remove trees #181, #25818, #56394, #56396 and #56508, which are all 3-inches or smaller in diameter, relatively recent plantings, but these trees are already very stressed or in decline. There is insufficient growing space to replant in the vicinity of trees #56394 and #56508 due to competition with other existing trees, but the other three trees could be replaced in the same general locations.
- Remove the support stake and ties at tree #56816.
- Remove trees #187, #12575, #56818 and #60268 from the inventory since they no longer exist and the stumps have been removed. Consider replanting with different species in these locations.
- Change the species of tree #12573 in the inventory to English oak.

The client may choose to accept or disregard the recommendations contained herein, or seek additional advice. Neither this author nor Morgan Holen & Associates, LLC, have assumed any responsibility for liability associated with the trees on or adjacent to these sites.

Thank you for choosing Morgan Holen & Associates, LLC to provide consulting arborist services for the City of Wilsonville. Please contact us if you have question or need any additional information or further assistance.

Thank you,
Morgan Holen & Associates, LLC



Morgan E. Holen, Member
ISA Board Certified Master Arborist, PN-6145B
ISA Tree Risk Assessment Qualified
Forest Biologist

Enclosures: Tree Data
Map Exhibits
Photographs



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Assessment Date	Tree No.	Common Name	Scientific Name	DBH ¹	Health Rating ²	Tree Condition ³	PreAssessment MOB Status ⁴	2024 MOB Assessment ⁵	Tree Inspection Notes	Photo No.	Treatment Recommendation
6/26/2024	179	Oregon white oak	<i>Quercus garryana</i>	10.7	Healthy	Good	Unknown	No Signs			
6/26/2024	180	Oregon white oak	<i>Quercus garryana</i>	2.5	Healthy	Good	Unknown	No Signs			
6/26/2024	181	Oregon white oak	<i>Quercus garryana</i>	1.3	Stressed	Fair	Unknown	No Signs	Severe trunk damage, broken leader		Remove tree and stump; replant
6/26/2024	182	Oregon white oak	<i>Quercus garryana</i>	8	Healthy	Good	Unknown	No Signs			
6/26/2024	183	Oregon white oak	<i>Quercus garryana</i>	5.4	Healthy	Good	Unknown	No Signs			
6/26/2024	186	Oregon white oak	<i>Quercus garryana</i>	8.4	Healthy	Good	Unknown	No Signs			
6/26/2024	187	Oregon white oak	<i>Quercus garryana</i>	1.5	No Stump	N/A	Unknown	N/A	No oak tree, no stump		Remove from inventory
6/26/2024	188	Oregon white oak	<i>Quercus garryana</i>	10.8	Healthy	Fair	Unknown	No Signs	Visual assessment limited by blackberries		
6/26/2024	189	Oregon white oak	<i>Quercus garryana</i>	21.8	Healthy	Good	Received Treatment	No Signs			
6/26/2024	190	Oregon white oak	<i>Quercus garryana</i>	29.3	Healthy	Good	Received Treatment	No Signs			
6/26/2024	224	Oregon white oak	<i>Quercus garryana</i>	6.8	Healthy	Good	Unknown	No Signs			Create grass-free ring of arborist chip mulch
6/26/2024	225	Oregon white oak	<i>Quercus garryana</i>	5.9	Healthy	Good	Unknown	No Signs			Create grass-free ring of arborist chip mulch
6/26/2024	226	Oregon white oak	<i>Quercus garryana</i>	6.8	Healthy	Good	Unknown	No Signs			Create grass-free ring of arborist chip mulch
6/26/2024	227	Oregon white oak	<i>Quercus garryana</i>	5.6	Healthy	Good	Unknown	No Signs			Create grass-free ring of arborist chip mulch
6/26/2024	228	Oregon white oak	<i>Quercus garryana</i>	6.2	Healthy	Good	Unknown	No Signs			Create grass-free ring of arborist chip mulch
6/26/2024	270	Oregon white oak	<i>Quercus garryana</i>	7.2	Healthy	Fair	Unknown	No Signs	Tree trunk is getting sprayed from all sides by sprinklers		Adjust sprinklers
6/26/2024	271	Oregon white oak	<i>Quercus garryana</i>	8.1	Healthy	Good	Unknown	No Signs			
6/26/2024	272	Oregon white oak	<i>Quercus garryana</i>	10.7	Healthy	Good	Unknown	No Signs			
6/26/2024	273	Oregon white oak	<i>Quercus garryana</i>	9.6	Healthy	Good	Unknown	No Signs			
6/26/2024	376	Oregon white oak	<i>Quercus garryana</i>	20.9	Healthy	Good	Unknown	No Signs			
6/26/2024	552	Oregon white oak	<i>Quercus garryana</i>	2.5	Healthy	Good	Unknown	No Signs			
6/26/2024	558	Oregon white oak	<i>Quercus garryana</i>	16	Healthy	Good	Unknown	No Signs			
6/26/2024	559	Oregon white oak	<i>Quercus garryana</i>	15	Healthy	Fair	Unknown	No Signs	Dead and broken branches		Prune to clean crown
6/26/2024	560	Oregon white oak	<i>Quercus garryana</i>	19	Healthy	Good	Unknown	No Signs			
6/26/2024	561	Oregon white oak	<i>Quercus garryana</i>	14	Healthy	Good	Unknown	No Signs			
6/26/2024	562	Oregon white oak	<i>Quercus garryana</i>	11.5	Healthy	Good	Unknown	No Signs			
6/26/2024	1053	Oregon white oak	<i>Quercus garryana</i>	3.5	Healthy	Good	Unknown	No Signs			
6/26/2024	1054	Oregon white oak	<i>Quercus garryana</i>	3	Healthy	Fair	Unknown	No Signs			
6/26/2024	3988	Oregon white oak	<i>Quercus garryana</i>	2.5	Healthy	Good	Unknown	No Signs	Limited visual assessment, lower trunk completely surrounded by blackberries and dense vegetation		Remove blackberries
6/26/2024	12573	English oak	<i>Quercus robur</i>	3.5	N/A	N/A	Unknown	N/A	Changed species to English oak; not assessed		Change species in inventory



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Assessment Date	Tree No.	Common Name	Scientific Name	DBH ¹	Health Rating ²	Tree Condition ³	PreAssessment MOB Status ⁴	2024 MOB Assessment ⁵	Tree Inspection Notes	Photo No.	Treatment Recommendation
6/26/2024	12575	Oregon white oak	<i>Quercus garryana</i>	2.7	No Stump	N/A	Unknown	N/A	No signs of an Oregon white oak stump, there is an English oak sprouting up here		Remove from inventory
6/26/2024	25563	Oregon white oak	<i>Quercus garryana</i>	53	Healthy	Good	Received Treatment	No Signs	History of leader failure in one codominant stem, prune to improve structure	1	Crown pruning; arborist chip mulch
6/26/2024	25564	Oregon white oak	<i>Quercus garryana</i>	26.8	Healthy	Good	Received Treatment	No Signs			Arborist chip mulch
6/26/2024	25565	Oregon white oak	<i>Quercus garryana</i>	21.5	Healthy	Good	Received Treatment	No Signs			Arborist chip mulch
6/26/2024	25566	Oregon white oak	<i>Quercus garryana</i>	15.3	Healthy	Fair	Received Treatment	No Signs	Small dead branches		Arborist chip mulch
6/26/2024	25567	Oregon white oak	<i>Quercus garryana</i>	25.9	Healthy	Good	Received Treatment	No Signs			Arborist chip mulch
6/26/2024	25568	Oregon white oak	<i>Quercus garryana</i>	20	Healthy	Good	Received Treatment	No Signs			Arborist chip mulch
6/26/2024	25569	Oregon white oak	<i>Quercus garryana</i>	12.8	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25570	Oregon white oak	<i>Quercus garryana</i>	23.1	Healthy	Good	Received Treatment	No Signs			Arborist chip mulch
6/26/2024	25589	Oregon white oak	<i>Quercus garryana</i>	34.3	Healthy	Good	Received Treatment	No Signs			Arborist chip mulch
6/26/2024	25719	Oregon white oak	<i>Quercus garryana</i>	20	Healthy	Good	Unknown	No Signs	12" codominant stem with dead top and decay	2	Prune to remove dead 12" stem; arborist chip mulch
6/26/2024	25722	Oregon white oak	<i>Quercus garryana</i>	13.8	Healthy	Fair	Unknown	No Signs	Lower trunk wound with hollows on NW face	3	Arborist chip mulch
6/26/2024	25723	Oregon white oak	<i>Quercus garryana</i>	28	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25724	Oregon white oak	<i>Quercus garryana</i>	19.3	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25725	Oregon white oak	<i>Quercus garryana</i>	36.5	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25726	Oregon white oak	<i>Quercus garryana</i>	21.9	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25727	Oregon white oak	<i>Quercus garryana</i>	47.5	Healthy	Excellent	Unknown	No Signs			Arborist chip mulch
6/26/2024	25729	Oregon white oak	<i>Quercus garryana</i>	29	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25730	Oregon white oak	<i>Quercus garryana</i>	30.9	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25731	Oregon white oak	<i>Quercus garryana</i>	16.7	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25732	Oregon white oak	<i>Quercus garryana</i>	25.6	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25733	Oregon white oak	<i>Quercus garryana</i>	21.7	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25734	Oregon white oak	<i>Quercus garryana</i>	38.4	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25735	Oregon white oak	<i>Quercus garryana</i>	28	Healthy	Fair	Unknown	No Signs	History of branch failure		Arborist chip mulch
6/26/2024	25737	Oregon white oak	<i>Quercus garryana</i>	23.3	Healthy	Fair	Unknown	No Signs			Arborist chip mulch
6/26/2024	25738	Oregon white oak	<i>Quercus garryana</i>	18.7	Stressed	Poor	Unknown	No Signs	Three codominant leaders with high live crown, few lateral limbs, almost entirely epicormic sprouts, dead ~6" branch on west face likely not from MOB	4	Arborist chip mulch
6/26/2024	25739	Oregon white oak	<i>Quercus garryana</i>	21.3	Healthy	Fair	Unknown	No Signs			Arborist chip mulch
7/10/2024	25740	Oregon white oak	<i>Quercus garryana</i>	30	Healthy	Good	Unknown	No Signs	Updated DBH to 30" due to inventory discrepancy		Arborist chip mulch
6/26/2024	25741	Oregon white oak	<i>Quercus garryana</i>	32.2	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25742	Oregon white oak	<i>Quercus garryana</i>	21.5	Healthy	Fair	Unknown	No Signs			Arborist chip mulch



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Assessment Date	Tree No.	Common Name	Scientific Name	DBH ¹	Health Rating ²	Tree Condition ³	PreAssessment MOB Status ⁴	2024 MOB Assessment ⁵	Tree Inspection Notes	Photo No.	Treatment Recommendation
6/26/2024	25743	Oregon white oak	<i>Quercus garryana</i>	23.1	Healthy	Fair	Unknown	Possible Symptoms	No major dieback or frass, but tiny exit holes of three different sizes observed at old wounds; tiniest holes likely MOB	5,6	Monitor more frequently; arborist chip mulch; insecticide treatment
6/26/2024	25744	Oregon white oak	<i>Quercus garryana</i>	13.3	Healthy	Fair	Unknown	No Signs			Arborist chip mulch
6/26/2024	25745	Oregon white oak	<i>Quercus garryana</i>	28.4	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25746	Oregon white oak	<i>Quercus garryana</i>	17.7	Healthy	Fair	Unknown	No Signs			Arborist chip mulch
6/26/2024	25747	Oregon white oak	<i>Quercus garryana</i>	12.7	Healthy	Good	Unknown	No Signs			
6/26/2024	25751	Oregon white oak	<i>Quercus garryana</i>	14.5	Healthy	Good	Unknown	No Signs			
6/26/2024	25816	Oregon white oak	<i>Quercus garryana</i>	0.8	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25817	Oregon white oak	<i>Quercus garryana</i>	0.9	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25818	Oregon white oak	<i>Quercus garryana</i>	0.9	In Decline	Poor	Unknown	No Signs	Small oak with dead top, lower trunk damage, wilted leaves, small live crown	7	Remove tree and stump; replant
6/26/2024	25819	Oregon white oak	<i>Quercus garryana</i>	0.8	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25820	Oregon white oak	<i>Quercus garryana</i>	0.7	Healthy	Good	Unknown	No Signs	Codominant leaders		Arborist chip mulch
6/26/2024	25821	Oregon white oak	<i>Quercus garryana</i>	0.8	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	25822	Oregon white oak	<i>Quercus garryana</i>	0.8	Healthy	Fair	Unknown	No Signs	Dead branches		Arborist chip mulch
6/26/2024	25823	Oregon white oak	<i>Quercus garryana</i>	1	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	56367	Oregon white oak	<i>Quercus garryana</i>	9	Healthy	Fair	Unknown	No Signs	Tree trunk is getting sprayed from all sides by sprinklers		Adjust sprinklers
6/26/2024	56389	Oregon white oak	<i>Quercus garryana</i>	4	Stressed	Fair	Unknown	No Signs	Inaccessible, surrounded by dense blackberries and overcrowded by adjacent bigleaf maple		Remove blackberries; prune maple for better clearance; arborist chip mulch
6/26/2024	56390	Oregon white oak	<i>Quercus garryana</i>	3	Stressed	Fair	Unknown	No Signs	Inaccessible, surrounded by dense blackberries		Remove blackberries; arborist chip mulch
6/26/2024	56392	Oregon white oak	<i>Quercus garryana</i>	3.6	Healthy	Fair	Unknown	No Signs	Blackberries growing into crown		Remove blackberries; arborist chip mulch
6/26/2024	56394	Oregon white oak	<i>Quercus garryana</i>	3	Stressed	Poor	Unknown	No Signs	Was nearly overgrown with blackberries that have mostly been removed since, small live crown, adjacent madrone is growing with lean and the oak does not have sufficient growing space		Remove tree and stump
6/26/2024	56396	Oregon white oak	<i>Quercus garryana</i>	0.5	Stressed	Poor	Unknown	No Signs	Was nearly overgrown with blackberries that have mostly been removed since, very small live crown, codominant leaders		Remove tree and stump; replant
6/26/2024	56399	Oregon white oak	<i>Quercus garryana</i>	1.2	Healthy	Fair	Unknown	No Signs			Arborist chip mulch
6/26/2024	56400	Oregon white oak	<i>Quercus garryana</i>	3.5	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	56402	Oregon white oak	<i>Quercus garryana</i>	5	Healthy	Fair	Unknown	No Signs			Arborist chip mulch
6/26/2024	56403	Oregon white oak	<i>Quercus garryana</i>	4.5	Healthy	Fair	Unknown	No Signs			



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Assessment Date	Tree No.	Common Name	Scientific Name	DBH ¹	Health Rating ²	Tree Condition ³	PreAssessment MOB Status ⁴	2024 MOB Assessment ⁵	Tree Inspection Notes	Photo No.	Treatment Recommendation
6/26/2024	56508	Oregon white oak	<i>Quercus garryana</i>	2.3	Stressed	Fair	Unknown	No Signs	Overcrowded by adjacent ponderosa pine, insufficient growing space		Remove tree and stump
6/26/2024	56520	Oregon white oak	<i>Quercus garryana</i>	1.7	Healthy	Good	Unknown	No Signs			
6/26/2024	56604	Oregon white oak	<i>Quercus garryana</i>	6.3	Healthy	Good	Unknown	No Signs			
6/26/2024	56815	Oregon white oak	<i>Quercus garryana</i>	1.3	Healthy	Good	Unknown	No Signs			
6/26/2024	56816	Oregon white oak	<i>Quercus garryana</i>	0.8	Stressed	Fair	Unknown	No Signs	Severe lower trunk damage, lean, stake support not removed but also not functioning		Remove stake
6/26/2024	56818	Oregon white oak	<i>Quercus garryana</i>	1.1	No Stump	N/A	Unknown	N/A	No oak tree, no stump		Remove from inventory
6/26/2024	56822	Oregon white oak	<i>Quercus garryana</i>	5.5	Healthy	Fair	Unknown	No Signs	Suppressed beneath dominant ash canopy		
6/26/2024	56824	Oregon white oak	<i>Quercus garryana</i>	14	Healthy	Fair	Unknown	No Signs			
6/26/2024	56830	Oregon white oak	<i>Quercus garryana</i>	38	Healthy	Fair	Received Treatment	No Signs	Codominant stems	8	Consider bracing
6/26/2024	56832	Oregon white oak	<i>Quercus garryana</i>	36.8	Stressed	Fair	Received Treatment	No Signs	History of large branch failure, crown decay, large old dead and decaying scaffold branch, numerous epicormic sprouts, signs of carpenter worm but no obvious signs or symptoms of MOB	9	More frequent monitoring
6/26/2024	56833	Oregon white oak	<i>Quercus garryana</i>	49.4	In Decline	Poor	Confirmed MOB; Received Treatment	Signs	Progressive decline is advancing, ~80% of crown is now dead, not viable, lots of fine frass and tiny bore holes, no insect sighting though so maybe treatment is working to kill them (cut it down and dissect)	10,11	Remove tree & dissect for MOB
6/26/2024	56834	Oregon white oak	<i>Quercus garryana</i>	3.1	Healthy	Good	Unknown	No Signs			
6/26/2024	56871	Oregon white oak	<i>Quercus garryana</i>	1.8	Healthy	Fair	Unknown	No Signs			
6/26/2024	56938	Oregon white oak	<i>Quercus garryana</i>	4.7	Healthy	Fair	Unknown	No Signs	Surrounded by blackberries		Remove blackberries
6/26/2024	57320	Oregon white oak	<i>Quercus garryana</i>	7.7	Healthy	Excellent	Unknown	No Signs			
6/21/2024	57629	Oregon white oak	<i>Quercus garryana</i>	20.7	Healthy	Good	Unknown	No Signs			
6/21/2024	57630	Oregon white oak	<i>Quercus garryana</i>	32.5	Healthy	Good	Unknown	No Signs	Codominant stems with included bark, MH has observed a squirrel crawling into this juncture; mistletoe; MH observes that this tree leafs out relatively late each year	12	Cable and Brace
6/26/2024	57866	Oregon white oak	<i>Quercus garryana</i>	1.5	Healthy	Good	Unknown	No Signs			Arborist chip mulch
6/26/2024	57876	Oregon white oak	<i>Quercus garryana</i>	1.5	Healthy	Good	Unknown	No Signs			
6/26/2024	60268	Oregon white oak	<i>Quercus garryana</i>		No Stump	N/A	Unknown	N/A	No oak tree, no stump		Remove from inventory
6/26/2024	60400	Oregon white oak	<i>Quercus garryana</i>		Stressed	Fair	Unknown	No Signs	Relatively thin crown		Provide supplemental watering
6/26/2024	60401	Oregon white oak	<i>Quercus garryana</i>		Stressed	Fair	Unknown	No Signs	Relatively thin crown		Provide supplemental watering
6/26/2024	60402	Oregon white oak	<i>Quercus garryana</i>		Stressed	Fair	Unknown	No Signs	Relatively thin crown		Provide supplemental watering



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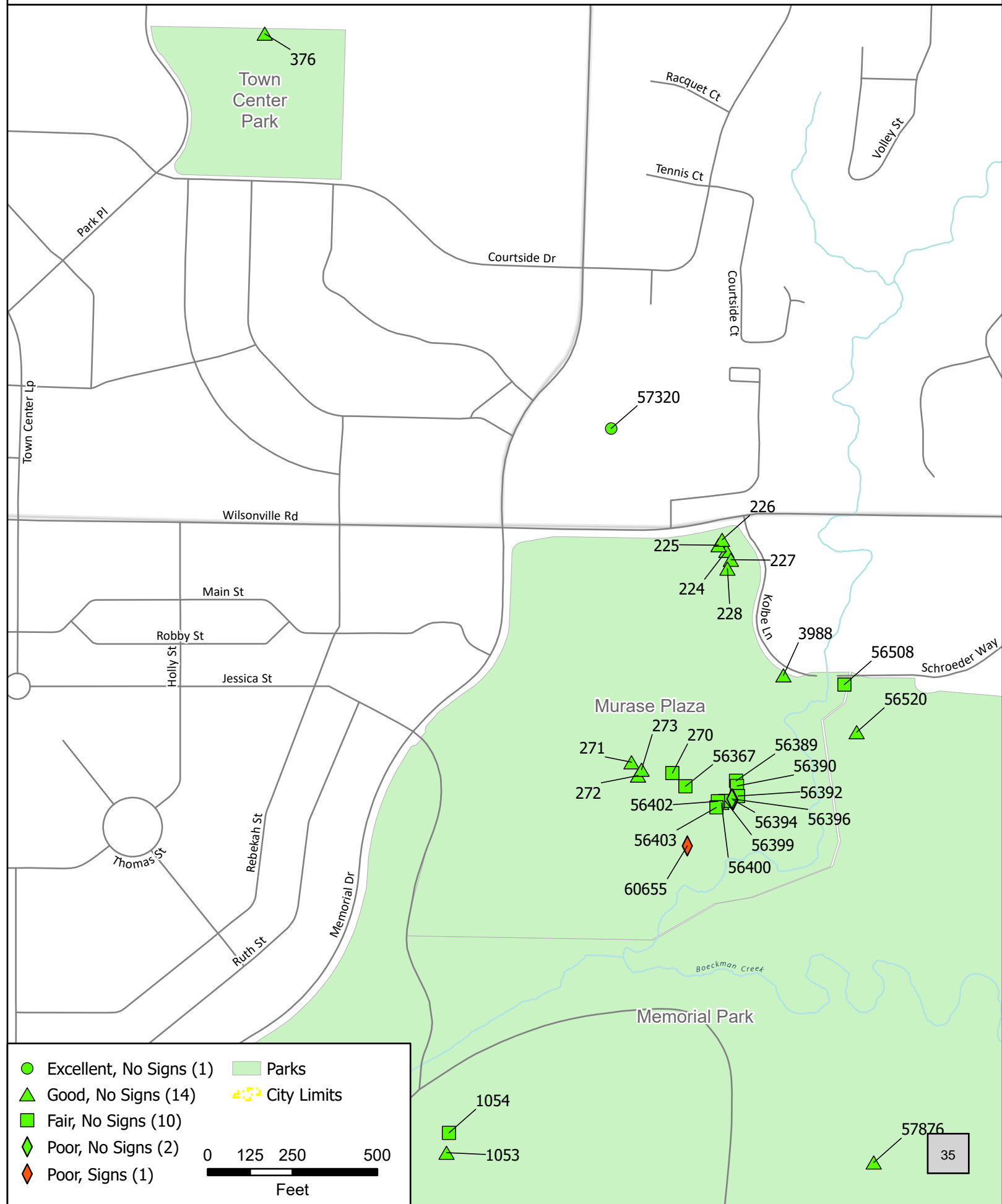
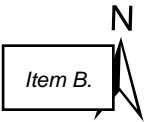
Assessment Date	Tree No.	Common Name	Scientific Name	DBH ¹	Health Rating ²	Tree Condition ³	PreAssessment MOB Status ⁴	2024 MOB Assessment ⁵	Tree Inspection Notes	Photo No.	Treatment Recommendation
7/10/2024	60472	Oregon white oak	<i>Quercus garryana</i>	45	Healthy	Good	Received Treatment	No Signs	Small dead branches		Arborist chip mulch
6/26/2024	60526	Oregon white oak	<i>Quercus garryana</i>	46	Healthy	Fair	Received Treatment	Signs	Crown is relatively healthy but codominant stems with active separation and trunk decay, three cables have been installed; a bit of fine frass and a few tiny bore holes observed, along with bore holes of multiple sizes and a lot of ant activity	13,14	Monitor more frequently; create grass-free ring of arborist chip mulch
6/26/2024	60527	Oregon white oak	<i>Quercus garryana</i>	31	Healthy	Fair	Received Treatment	No Signs			Create grass-free ring of arborist chip mulch
6/26/2024	60528	Oregon white oak	<i>Quercus garryana</i>	27	Healthy	Good	Received Treatment	No Signs			Create grass-free ring of arborist chip mulch
6/26/2024	60529	Oregon white oak	<i>Quercus garryana</i>	25	Stressed	Fair	Received Treatment	Signs	Fine frass on lower trunk of east face of east stem, along with lots of different insect activity and oozing foam, no large branch dieback but relatively thin top and numerous epicormics	15	Monitor more frequently; create grass-free ring of arborist chip mulch
6/26/2024	60530	Oregon white oak	<i>Quercus garryana</i>	35	Healthy	Fair	Received Treatment	No Signs			Create grass-free ring of arborist chip mulch
6/26/2024	60531	Oregon white oak	<i>Quercus garryana</i>	24	Stump	N/A	Received Treatment	Signs	This tree was removed but the stump remains and there are clear signs of MOB including fine frass, tiny bore holes and galleries in the stump face	16	Remove stump
6/26/2024	60532	Oregon white oak	<i>Quercus garryana</i>	18.5	Healthy	Fair	Received Treatment	No Signs			Create grass-free ring of arborist chip mulch
6/26/2024	60533	Oregon white oak	<i>Quercus garryana</i>	24	Healthy	Fair	Received Treatment	No Signs			Create grass-free ring of arborist chip mulch
6/26/2024	60534	Oregon white oak	<i>Quercus garryana</i>	48	In Decline	Poor	Received Treatment	Signs	Tip dieback, thin crown, epicormics, history of large branch failure, fine frass and tiny bore holes	17	Monitor more frequently; create grass-free ring of arborist chip mulch
6/26/2024	60535	Oregon white oak	<i>Quercus garryana</i>	44	Healthy	Fair	Received Treatment	No Signs	Codominant stems with active separation, tree has been cabled and braced		Create grass-free ring of arborist chip mulch
6/26/2024	60655	Oregon white oak	<i>Quercus garryana</i>		In Decline	Poor	Confirmed MOB	Signs	~50% of canopy is dead, assessment of trunk inhibited by ivy but fine frass and a MOB observed in a cobweb in the ivy on the trunk	18,19	Remove tree and stump

¹DBH is diameter at breast height measured 4.5-feet above ground level, as recorded in the City's GIS Inventory; no updates to DBH were made during this 2024 assessment, except DBH was corrected for tree #25740.
²Health Rating is based on City defined classifications of Healthy, Stressed, In Decline or Dead. Trees that have been removed are classified based on the presence of a stump, either Stump or No Stump.
³Tree Condition is an overall rating of general tree condition categorized as Excellent, Good, Fair, Poor or Dead.
⁵Pre-Assessment MOB Status lists City collected data prior to this 2024 assessment noting whether trees were previously confirmed to have MOB (Mediterranean oak borer) or received MOB treatment in 2023.



Oregon White Oak MOB Assessment 2024

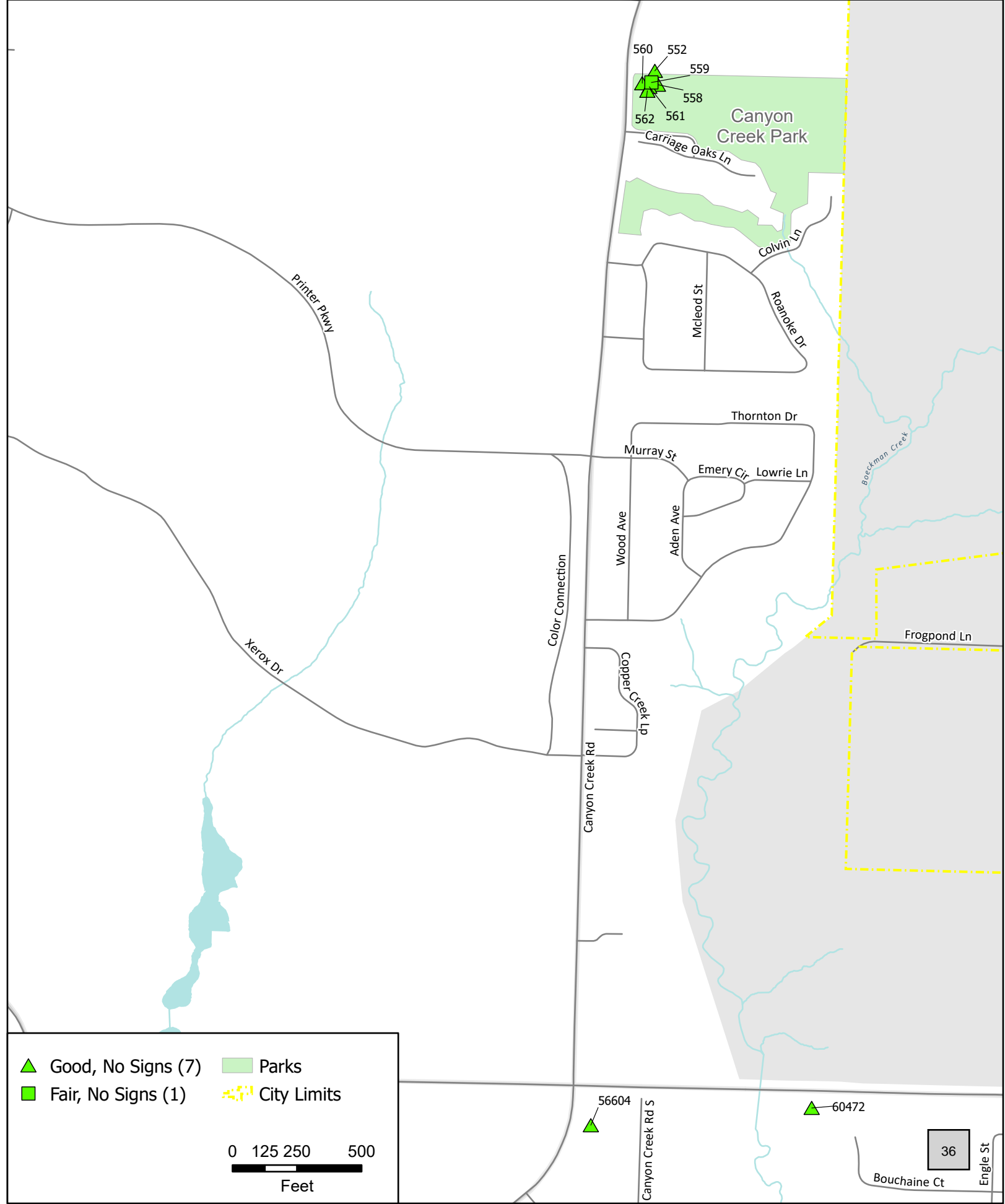
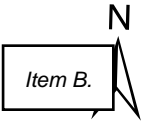
Murase Plaza/Memorial Park/Town Center Park



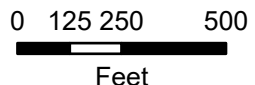


Oregon White Oak MOB Assessment 2024

Canyon Creek Park/Boeckman Rd



- ▲ Good, No Signs (7)
- Fair, No Signs (1)
- Parks
- City Limits



36

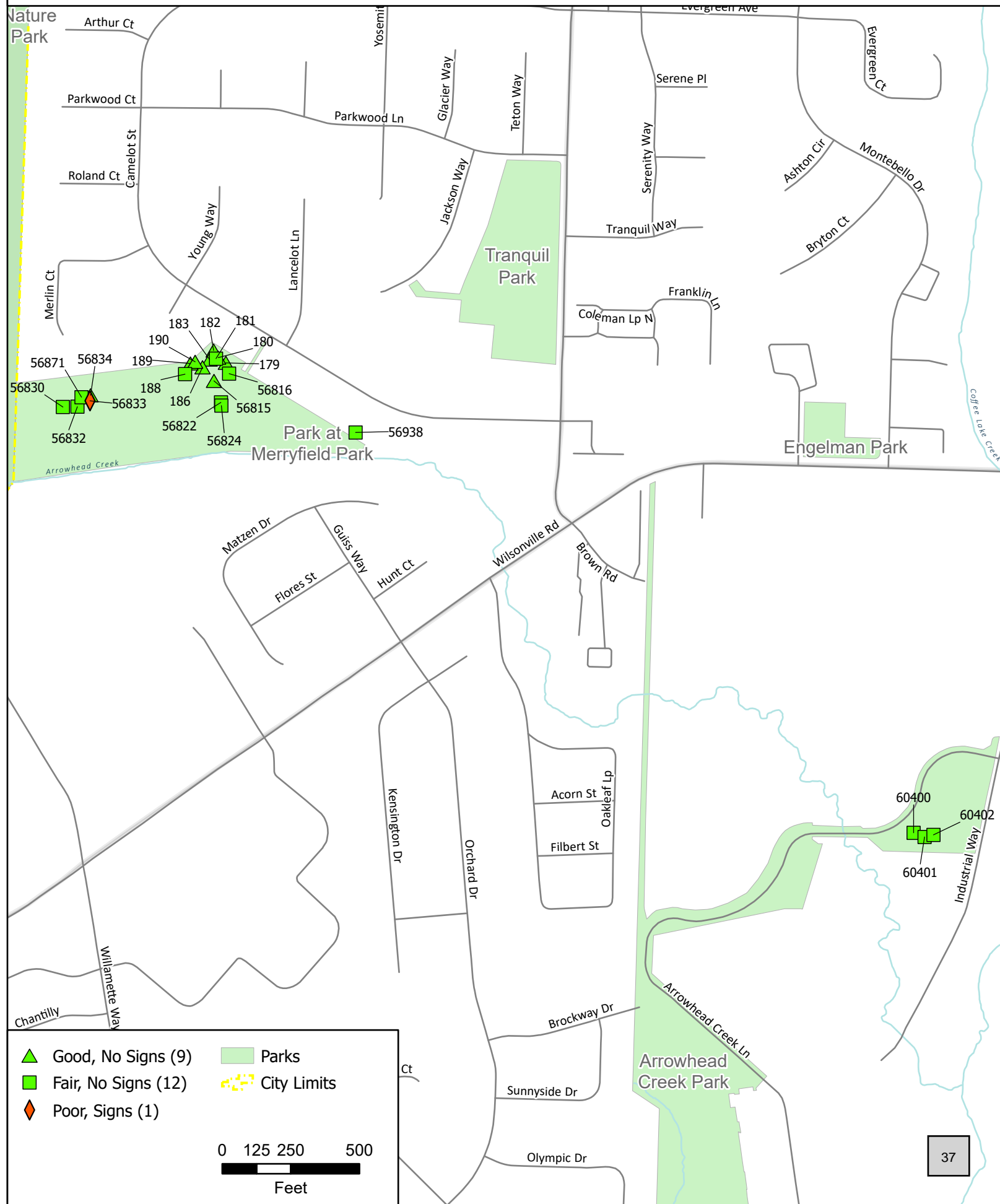
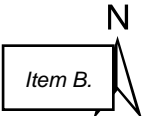
Engle St

Bouchaine Ct

Canyon Creek Rd S



Oregon White Oak MOB Assessment Park at Merryfield/Arrowhead Creek Park



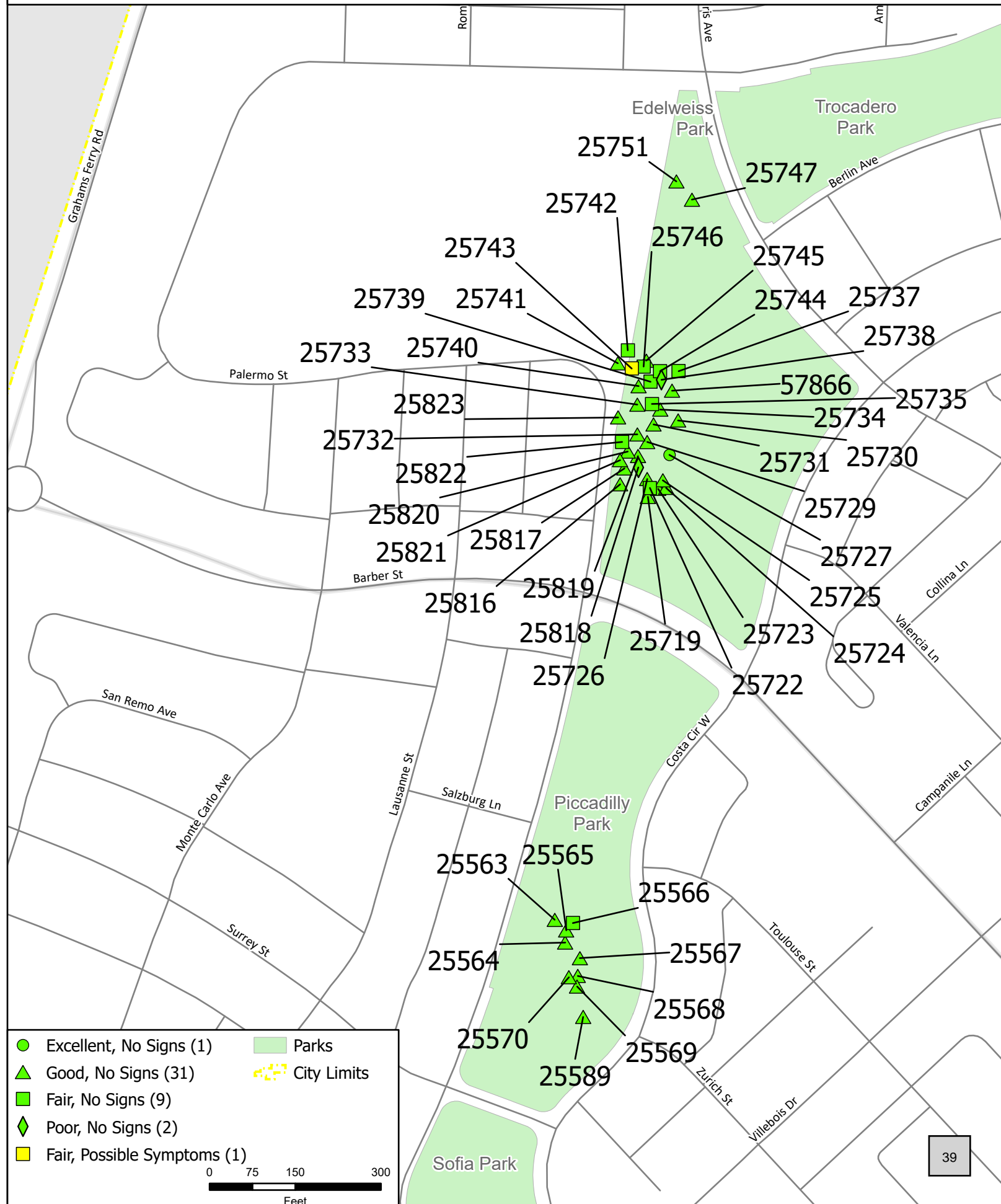


Fair, No Signs (5)	Parks
Fair, Signs (2)	City Limits
Good, No Signs (3)	
Poor, Signs (1)	
Remove MOB Infested Stump, Signs (1)	

0 125 250 500
Feet

Oregon White Oak MOB Assessment 2024

West Villebois Parks



	Excellent, No Signs (1)		Parks
	Good, No Signs (31)		City Limits
	Fair, No Signs (9)		
	Poor, No Signs (2)		
	Fair, Possible Symptoms (1)		

0 75 150 300
Feet



Photo 1. Tree #25563 - Arrow points to history of leader failure in one codominant stem where pruning could be conducted to clean up wounds and improve structure.



Photo 2. Tree #25719 - Arrow points to 12" diameter dead codominant stem that could be removed.



Photo 3. Tree #25722 - Lower trunk wound with hollows on northwest face.



Photo 4. Tree #25738 - Three codominant leaders with high live crown, few lateral limbs, almost entirely epicormic sprouts, dead ~6" branch on west face likely not from MOB.



Photo 5. Tree #25743 - No major dieback or frass, but tiny exit holes of three different sizes observed at old wounds; tiniest holes suspected to be from MOB. Arrow points to an example.



Photo 6. Tree #25743 - Large exit holes not from MOB.



Photo 7. Tree #25818 - Small oak with dead top, lower trunk damage, wilted leaves, small live crown could be replaced sooner than later.



Photo 8. Tree #56830 - Consider bracing codominant stem juncture.



Photo 9. Tree #56832 - History of large branch failure, crown decay, large old dead and decaying scaffold branch, numerous epicormic sprouts, signs of carpenter worm but no obvious signs or symptoms of MOB.



Photo 10. Tree #56833 - Progressive decline is advancing, ~80% of crown is now dead, this tree is no longer viable, lots of fine frass and tiny bore holes, no insect sighting though so maybe treatment is working to kill MOB. Recommend cutting it down and dissecting wood to investigate.



Photo 11. Tree #56833 - Fine frass did not appear to be fresh and may be from last year; regardless, this tree is no longer viable as the decline has progressed rapidly.



Photo 12. Tree #57630 - Codominant stems with included bark. Morgan believes she has observed a squirrel crawling into this juncture in the past, indicating that the cavity between the stems is much larger than it would seem from the outside. Recommend installing a brace and cables.



Photo 13. Tree #60526 - Showing fine frass along trunk. Crown is relatively healthy but codominant stems with active separation and trunk decay, three cables were previously installed; fine frass and a few tiny bore holes observed, along with bore holes of multiple sizes and a lot of ant activity.



Photo 14. Tree #60526 - Showing trunk damage and bore holes of multiple sizes.



Photo 15. Tree #60529 - Fine frass on lower trunk of east face of east stem, along with lots of different insect activity and oozing foam, no large branch dieback but relatively thin top and numerous epicormic sprouts.



Photo 16. Tree #60531 - This tree was removed but the stump remains and there are clear signs of MOB including fine frass, tiny bore holes and galleries in the stump face. Stump removal is recommended.



Photo 17. Tree #60534 - Fine frass and tiny bore holes; this tree also has tip dieback, a thin crown, epicormic sprouts and history of large branch failure.



Photo 18. Tree #60655 - Approximately 50% of canopy is dead, assessment of trunk inhibited by ivy but I observed fine frass and a MOB in a cobweb (see photo 19).



Photo 19. Tree #60655 - Arrow points to MOB observed in a cobweb in the ivy growing up the trunk of this declining tree.

CITY COUNCIL ROLLING SCHEDULE
Board and Commission Meetings
Items known as of 08/30/24

September

9/9	Monday	6:30 om	Development Review Board A	Council Chambers
9/10	Tuesday	6:00 pm	Diversity, Equity and Inclusion	Council Chambers
9/11	Wednesday	6:00 pm	Planning Commission	Council Chambers
9/11	Wednesday	6:00 pm	Kitakata Sister City Advisory Board	Parks & Rec
9/13	Friday	2:00 pm	Tourism Promotion Steering Committee	Council Chambers
9/16	Monday	7:00 pm	City Council	Council Chambers
9/18	Wednesday	5:00 pm	Arts, Culture, and Heritage Commission	Council Chambers
9/23	Monday	6:30 pm	Development Review Board-B	Council Chambers
9/25	Wednesday	6:30 pm	Library Board	Library
9/30	Monday	6:30 pm	Wilsonville-Metro Community Enhancement Committee	Council Chambers

October

10/7	Monday	7:00 pm	City Council	Council Chambers
10/8	Tuesday	6:00 pm	Joint ACHC/DEI Meeting	Council Chambers
10/9	Wednesday	6:00 pm	Planning Commission	Council Chambers
10/10	Thursday	6:00 pm	Parks & Rec Advisory Board	Council Chambers
10/11	Friday	2:00 pm	Tourism Promotion Steering Committee	Council Chambers
10/14	Monday	6:30 pm	Development Review Board A	Council Chambers
10/16	Wednesday	5:00 pm	Arts, Culture, and Heritage Commission	Council Chambers
10/16	Wednesday	6:00 pm	Kitakata Sister City Advisory Board	Parks & Rec Bldg
10/21	Monday	7:00 pm	City Council	Council Chambers
10/22	Tuesday	6:00 pm	Metro-CEC	Council Chambers
10/23	Wednesday	6:30 pm	Library Board	Library
10/28	Monday	6:30 pm	Development Review Board B	Council Chambers

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

Community Events:**SEPTEMBER**

- 9/6 WIC Pop-Up Clinic, 10:00 am, Library
 Sit, Stand and Be Fit, 11:00 am, Community Center
 Bridge Group Play, 11:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 WIC Pop-Up Clinic, 1:00 pm, Library
 First Friday Films, 3:00 pm, Library
- 9/7 Emergency Preparedness Fair, 10:00 am, Stein-Boozier Barn
 Space Talks, 11:00 am, Library
- 9/8 Book Binding, 12:00 pm, Library
- 9/9 Beginning English Class, 11:00 am, Library
 Sit, Stand and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Bridge Group Play, 1:00 pm, Community Center
 Teen Advisory Board Meeting, 4:15 pm, Library
- 9/10 Ukulele Jam, 9:00 am, Parks & Rec
 Piecemakers Quilters, 9:00 am, Tauchman House
 Intermediate English Class, 10:00 am, Library
 ODHS Drop-In Assistance 10:00 am, Library
 Medicare 101, 10:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Partners Bridge, 12:30 pm, Community Center
 Caregiver/Alzheimer's Support Group, 1:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Soccer Shots Fall Season, 3:30 pm, Memorial Park
- 9/11 Digital Photography Club, 10:00 am, Community Center
 Conversational Spanish Group, 10:30 am, Community Center
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Walk at Lunch-Divine Complexions Beauty Medspa, 12:00 pm
 Pinochle/Cribbage, 1:00 pm, Community Center

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

- 9/12 I-5 Connection Chorus Group, 10:00 am, Community Center
 Bridge for Beginners Lessons, 10:00 am, Community Center
 Art Club, 1:00 pm, Community Center
 Ladies Afternoon Out, 1:00 pm, Community Center
- 9/13 WIC Pop-Up Clinic, 10:00 am, Library
 Sit, Stand and Be Fit, 11:00 am, Community Center
 Bridge Group Play, 11:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 WIC Pop-Up Clinic, 1:00 pm, Library
- 9/14 Soccer Shots, 9:00 am, Memorial Park Ball Fields
 Oil Painting with Judy Stubb, Wilderness Falls, 10:00 am, Parks & Rec
 Book Notes Concert, 2:00 pm, Library
- 9/15 Book Binding, 12:00 pm, Library
- 9/16 Beginning English Class, 11:00 am, Library
 Sit, Stand and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Bridge Group Play, 1:00 pm, Community Center
 Teen Advisory Board Meeting, 4:15 pm, Library
- 9/17 Ukulele Jam, 9:00 am, Parks & Rec
 Piecemakers Quilters, 9:00 am, Tauchman House
 Intermediate English Class, 10:00 am, Library
 ODHS Drop-In Assistance 10:00 am, Library
 Lunch at the Community Center, 12:00 pm, Community Center
 Partners Bridge, 12:30 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Soccer Shots Fall Season, 3:30 pm, Memorial Park
 DEI Speaker Series, 6:00 pm, Library
- 9/18 Digital Photography Club, 10:00 am, Community Center
 Conversational Spanish Group, 10:30 am, Community Center
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Walk at Lunch-Revitalize Health & Wellness, 12:00 pm
 Pinochle/Cribbage, 1:00 pm, Community Center
 Bingo, 1:00 pm, Community Center
 KidoKinetics-Sports Play, 3:15 pm, Community Center

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

- 9/19 I-5 Connection Chorus Group, 10:00 am, Community Center
 Bridge for Beginners Lessons, 10:00 am, Community Center
 Walking Book Club, 1:00 pm, Library
 Ladies Afternoon Out, 1:00 pm, Community Center
- 9/20 WIC Pop-Up Clinic, 10:00 am, Library
 Sit, Stand and Be Fit, 11:00 am, Community Center
 Bridge Group Play, 11:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 WIC Pop-Up Clinic, 1:00 pm, Library
- 9/21 Soccer Shots Fall Season, 9:00 am, Memorial Park Ball Fields
 KidoKinetics Hoops Scoops & Shots, 9:00 am, Memorial Park Ball Fields
- 9/22 Book Binding, 12:00 pm, Library
- 9/23 Beginning English Class, 11:00 am, Library
 Sit, Stand and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Bridge Group Play, 1:00 pm, Community Center
 Teen Advisory Board Meeting, 4:15 pm, Library
- 9/24 Ukulele Jam, 9:00 am, Parks & Rec
 Piecemakers Quilters, 9:00 am, Tauchman House
 Intermediate English Class, 10:00 am, Library
 ODHS Drop-In Assistance 10:00 am, Library
 Lunch at the Community Center, 12:00 pm, Community Center
 Partners Bridge, 12:30 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Soccer Shots Fall Season, 3:30 pm, Memorial Park
- 9/25 Digital Photography Club, 10:00 am, Community Center
 Conversational Spanish Group, 10:30 am, Community Center
 Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Walk at Lunch-Nichols Family Agency: Allstate Insurance, 12:00 pm
 Pinochle/Cribbage, 1:00 pm, Community Center
 KidoKinetics-Sports Play, 3:15 pm, Community Center
- 9/26 I-5 Connection Chorus Group, 10:00 am, Community Center
 Bridge for Beginners Lessons, 10:00 am, Community Center
 Walking Book Club, 1:00 pm, Library
 Ladies Afternoon Out, 1:00 pm, Community Center

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

- 9/27 WIC Pop-Up Clinic, 10:00 am, Library
Sit, Stand and Be Fit, 11:00 am, Community Center
Bridge Group Play, 11:30 am, Community Center
Lunch at the Community Center, 12:00 pm, Community Center
Mexican Train Dominoes, 1:00 pm, Community Center
WIC Pop-Up Clinic, 1:00 pm, Library
- 9/28 Soccer Shots Fall Season, 9:00 am, Memorial Park Ball Fields
Macrame Rainbow Workshops (Teens), 2:00 pm, Community Center
- 9/30 Beginning English Class, 11:00 am, Library
Sit, Stand and Be Fit, 11:00 am, Community Center
Lunch at the Community Center, 12:00 pm, Community Center
Weight Loss Support Group, 12:30 pm, Community Center
Mexican Train Dominoes, 1:00 pm, Community Center
Bridge Group Play, 1:00 pm, Community Center



PLANTING SEEDS FOR
**STUDENT
SUCCESS**
Clackamas Community College
Bond Measure #3-613

Clackamas Community College

2024 Proposed Bond Measure 3-613

Updates & Repairs Aging Buildings • Expands Workforce Training • Maintains Existing Tax Rates



Tax Rates Stay the Same

www.CCCBond.org



If the proposed Bond measure passes, what would it cost?

Maintains Existing Tax Rate.

Property owners in the Clackamas Community College district currently pay \$0.25 per \$1,000 of assessed value. If passed, this measure is estimated to continue the same rate, meaning the tax rate you pay today will stay the same if the measure passes.

State Matching Funds

The college would be eligible for up to \$16 million in matching funds from the state. Passing the bond would secure eligibility for these matching funds.

Oversight

The Clackamas Community College Bond Oversight Committee would provide oversight to ensure that all bond funds are used for the purposes approved by voters.

Why is this measure being presented to voters?

Increasing Demand for Programs

There are local and regional shortages in high-demand skilled occupations like horticulture, farming, welding, and wildland fire.

Learning Environments Need Improvements

Classrooms, labs, and technology need important upgrades to support workforce training.

Students and Staff Safety

All three campuses need important safety and security improvements to keep students and staff safe.

Aging Buildings Require Repairs

Buildings across the college need replacement and repair work on aging roofs, siding, and HVAC systems.



If the Bond does not pass, the safety and security, infrastructure, repair, and renovation projects outlined in this guide would not be completed and the current tax rate would not continue.

If passed, the bond would fund projects that would:

PREPARE



Expands student opportunities by funding the construction of a Natural Resources Center of Excellence for horticulture, arboriculture, farming and wildland fire, and an expansion of the welding center.

REPAIR

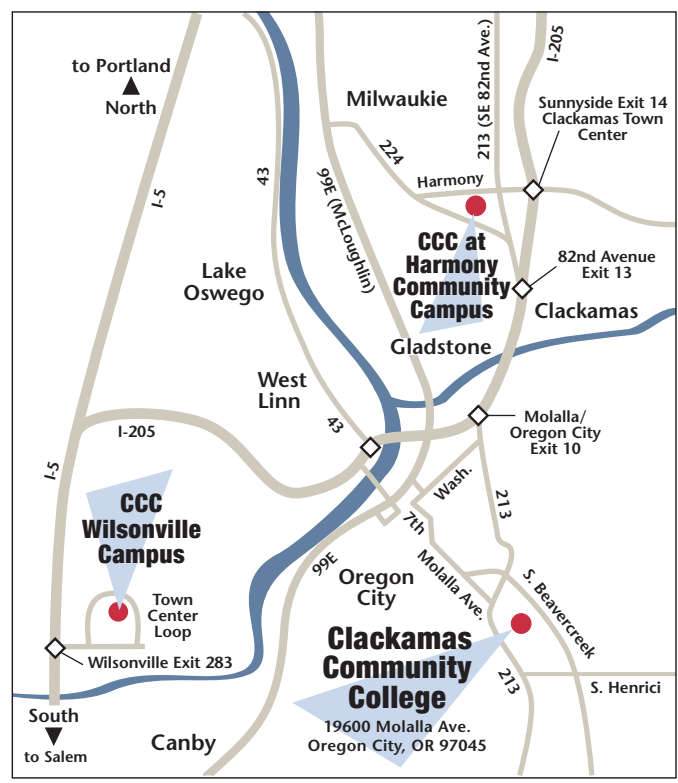


Preserves and maintains our assets by making large-scale repairs including increasing accessibility for people with disabilities, addressing safety hazards, improving security, and upgrading our building mechanical systems, which will make them more reliable and energy-efficient.

CONNECT



Strengthens workforce and STEM opportunities helping connect students with local employers in high-demand fields, expand workforce partnerships at our Wilsonville campus, and creates life-long STEM learning opportunities for younger students with a first-of-its-kind in Oregon immersive space simulator center.



Harmony (Milwaukie) Campus

- Updating, maintaining, and repairing aging buildings
- Safety and security upgrades

Wilsonville Campus

- Expanding workforce partnership space to better meet the needs of local employers

Oregon City Campus

- Natural Resources Center of Excellence
- Improving access to STEM opportunities
- Updating, maintaining, and repairing aging buildings
- Modernizing learning spaces
- Safety and security upgrades
- Accessibility improvements
- Improving athletic fields and walking trail



Clackamas Community College Proposed Bond Measure 3-613

6 Things to Know

- 1** This Bond Measure 3-613 is on the November ballot.
- 2** If passed, the Bond is estimated to maintain the current property tax rate of \$0.25 per \$1,000 of assessed value.
- 3** If passed, the community college would be eligible to receive \$16 million in matching grants from the state.

If the proposed Bond measure passes it would:

- 4** Expand student opportunities by funding the construction of a Natural Resources Center of Excellence.
- 5** Repair and update aging buildings by making large-scale repairs including increasing accessibility for people with disabilities.
- 6** Strengthen workforce and STEM opportunities by helping connect students with local employers in high-demand fields.



Clackamas Community College Bond Measure #3-613 for November 5, 2024, Election

<https://www.clackamas.edu/about-us/vision-initiatives/bond-measure-3-613>



Clackamas Community College has placed a bond renewal on the November 2024 ballot. It is the planned second phase of our college facilities master plan and would maintain the existing bond rate passed in **2014**.

About the bond

If passed, this bond renewal would provide students and staff with modern learning spaces and innovative in-demand programs; improved community access to our college, enhanced partner and community connections; and preserve and maintain our assets by updating and repairing aging facilities.

Repair. Prepare. Connect. If passed, the bond would improve college facilities in three ways:

1. Prepare students for success in modern learning spaces.
2. Enhance partner and community connections.
3. Preserve and maintain assets.

Costs

The college estimates the proposed \$120-million bond, if passed, would renew the existing tax rate of 25 cents per \$1,000 of assessed value.

This is estimated to not raise your tax rate.

If passed, the college would be eligible for up to \$16 million in match funding from the state, federal grants, as well as a possible partnership with Oregon State University Extension Service.

About CCC

For more than 50 years, **Clackamas Community College** has offered high-quality education and training opportunities, lifetime learning and robust student life programming. The college was founded in 1966 and serves Clackamas County with campuses in Oregon City, Milwaukie and Wilsonville.

Frequently Asked Questions

What is a bond?

Community colleges can borrow funding to pay for the construction, expansion and renovation of grounds and buildings. Voters must approve these funds through a bond election on the ballot. CCC is placing a bond measure on the November 2024 ballot.

Why does the college need this bond?

This bond renewal is an investment in our community's future that would prepare our students for success with modern learning spaces and innovative in-demand programs; improve community access to our college; enhance partner and community connections; and preserve and maintain our assets by updating, maintaining and repairing aging facilities.

How would the bond impact the community?

The bond would impact our community and students in three ways:

1. Expands student opportunities by funding the construction of a Natural Resources Center of Excellence for horticulture, farming, welding and wildland fire; partnering with the Clackamas OSU Extension Service; as well as modernizing existing classrooms to meet the needs of education today.
2. Strengthens our community connections and access by creating workforce partnerships at our Wilsonville campus, improving athletic fields and walking trails on campus for community use and creating lifelong STEM learning opportunities for K-12 students with a space simulator center, partnering with a nonprofit organization that was created to honor the crew of the Space Shuttle Challenger.
3. Preserves and maintains our assets by providing Clackamas Community College with the funds to make needed renovations and large-scale repairs including increasing accessibility for people with disabilities, addressing safety hazards, improving security and upgrades to building systems, which would make them more reliable and energy-efficient.

Would this bond increase my taxes?

No, this is a bond renewal. The college estimates that the proposed \$110-120 million bond, if passed, would renew the existing tax rate of 25 cents per \$1,000 of assessed value. This is estimated to not raise your tax rate.

Why now?

Financial stability is one of the college’s Strategic Priorities, and planning to maintain and enhance the college’s existing assets is a key way to leverage taxpayer resources in support of the learning environment at CCC.

In 2014, the college district approved a \$90-million bond for us to expand and update our buildings, facilities and grounds. Those projects are now completed and that bond is expiring. The 2024 bond is a planned second phase that is timed so it would continue providing funds for the college without raising taxes.

What planning went into this bond proposal?

To inform the second phase of our bond, we did a lot of research and collection of data. The college developed a [concept master plan](#), an [athletic facilities master plan](#) and a [mechanical, electrical and plumbing master plan](#). Projects and needs identified in those plans totaled more than \$300 million. We then formed a bond development work group of employees across the college, students and board members. Over a series of meetings, they worked to refine and prioritize the list of projects. We took that list and polled both internally and externally to see how the projects resonated with the college community. Using that information, we categorized the projects into themes.

About the proposed projects

This bond renewal is an investment in our community's future that would prepare our students for success with modern learning spaces and innovative in-demand programs; improve community access to our college and enhance partner and community connections and preserve; and maintain our assets by updating, maintaining and repairing aging facilities.

Bond project themes

The bond would positively impact our community and students in three ways:

- 1. Prepare students for success in modern learning spaces**

These projects would expand student opportunities by funding the construction of a Natural Resources Center of Excellence for horticulture, farming, welding, and wildland fire, partnering with the Clackamas OSU Extension Service, as well as modernizing existing classrooms to meet the needs of education today.

- 2. Enhance partner and community connections**

We would strengthen our community connections and access by creating workforce partnerships at our Wilsonville campus; improving athletic fields and walking trails on campus for community use; and creating lifelong STEM learning opportunities for younger students with a new space simulation center.

- 3. Preserve and maintain assets**

By providing funding, the college would preserve and maintain our assets to make needed renovations and large-scale repairs, including increasing accessibility for people with disabilities, addressing safety hazards, improving security and upgrades to building systems, which would make them more reliable and energy-efficient.

Specific project descriptions

Natural Resources Center of Excellence

Constructing a Natural Resources Center of Excellence for horticulture, farming, and wildland fire would prepare students to enter the workplace or university for a bachelor's degree. The project would include a partnership space as well as an expansion of the welding center. This would include space for multidisciplinary programs with state-of-the-art teaching and safety equipment.

Improving access to STEM opportunities

Partnering with K-12 districts to create a first-of-its-kind Oregon immersive space simulator center to provide hands-on learning experiences to kids in middle

school through high school to learn about science, technology, engineering and math.

Updating and fixing aging infrastructure

Updating, maintaining and repairing aging facilities, including deferred major maintenance projects, campus services facilities improvements and technology upgrades to our aging computer labs and networks. Energy efficiency upgrades, along with replacing outdated and inefficient central heating and cooling plant, would create savings for the college. These projects would also increase accessibility for people with disabilities, remove access barriers as well as increase safety and security.

Building community partnerships

Expansion of workforce partnership space on the Wilsonville campus that would enhance current career and technical education programs and strengthen connections between education and industry. By fostering partnerships with local businesses, we could align our programs with the needs of the workforce, preparing students for success in high-demand fields.

Securing the safety of students and staff

Safety and security improvements to our three campuses through increased cameras and interior door access controls.

Modernizing learning spaces

Renovating and modernizing learning spaces in older buildings to meet today's hybrid and distant learning needs would allow the college to serve students and future employers from across Clackamas County both urban and rural.

Improving athletic fields and walking trail

Improving CCC's athletic fields including track and field renovations with grandstands for sporting events and outdoor graduation, a synthetic soccer field with lighting, and completing the Douglas Loop walking trail on the Oregon City campus.

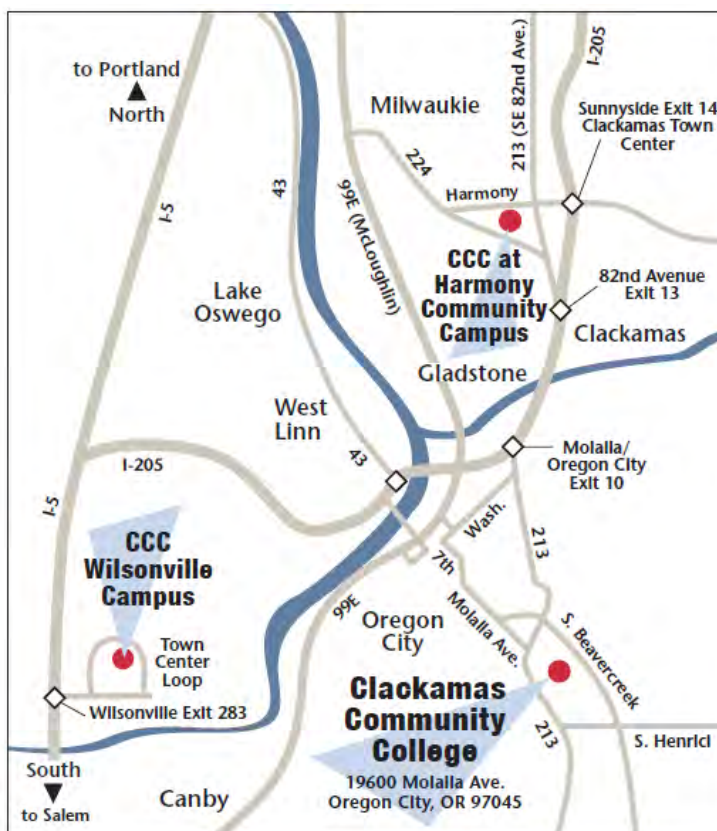
Planting seeds for student success

The bond measure would be an investment in our future and make our local tax dollars stretch further by being eligible for up to \$16 million in match funding from the state, federal grants as well as partnership opportunities.

About Clackamas Community College

For more than 50 years, Clackamas Community College has offered high-quality education and training opportunities, lifetime learning and robust student life programming. The college was founded in 1966 and serves Clackamas County with campuses in Oregon City, Milwaukie and Wilsonville.

CCC offers more than 100 career technical education programs, transfer degrees, English Speakers of Other Languages programs, GED/Adult Basic Education, community education and business training.



[About our students](#)

CCC's economic impact in the county

In fiscal year 2021-22, CCC added \$314.7 million in income to the Clackamas County economy, a value approximately equal to 1.2% of the county's total gross regional product (GRP). In terms of jobs, CCC's impact supported 3,962 jobs. For perspective, the activities of CCC and its students support one out of every 63 jobs in Clackamas County.

Operations spending impact

CCC employed 947 full-time and part-time faculty and staff in fiscal year 2021-22. Payroll amounted to \$57.5 million, much of which was spent in the county for groceries, mortgage and rent payments, dining out and other household expenses. The college spent another \$25.9 million on day-to-day expenses related to facilities, supplies and professional services.

The net impact of the college's operations spending added \$66.5 million in income to the county economy in fiscal year 2021-22.

Student spending impact

Around 27% of credit-seeking students attending CCC originated from outside the county. Some of these students relocated to Clackamas County. In addition, some in-county students, referred to as retained students, would have left Clackamas County for other educational opportunities if not for CCC. These relocated and retained students spent money on groceries, mortgage and rent payments, and other living expenses at county businesses.

The expenditures of relocated and retained students in fiscal year 2021-22 added \$8.9 million in income to the Clackamas County economy.

Alumni impact

Over the years, students have studied at CCC and entered or re-entered the workforce with newly acquired knowledge and skills. Today, thousands of these former students are employed in Clackamas County.

The net impact of CCC's former students currently employed in the county workforce amounted to \$239.3 million in added income in fiscal year 2021-22.

Investment analysis

- For every dollar invested, students gain \$4.20 in lifetime earnings.
- Taxpayers receive a return of \$1.30 in enhanced tax revenues and public sector savings.
- The wider society benefits as well, accruing \$6.50 in additional income and social savings.
- The average associate degree recipient from CCC can expect to see an increase in earnings of \$9,000 annually in Oregon compared to those with high school diplomas.

KITAKATA SISTER CITY ADVISORY BOARD GOALS

FISCAL YEAR JULY 1 2024- JUNE 30 2025



INCREASE CONNECTIONS WITH AKIA & WHS

- Increase zoom calls with Aizu-Kitakata International Association (AKIA)
- Create a shared mission and vision with Aizu-Kitakata International Association
- Have a board member chaperone a Wilsonville student trip to Kitakata



ENGAGE WILSONVILLE YOUTH

- Create a specific position on the board for a teen member
- Recruit for the position above through targeted advertising and social media



EXPAND EDUCATION FOR THE COMMUNITY

- Work with DEI Committee to co-host a speaker for existing speaker series
- Host a cooking class
- Create and maintain one annual event that the board becomes known for each year



BUILD AWARENESS OF KITAKATA, JAPAN AND THE SISTER CITY PROGRAM IN WILSONVILLE

- Explore the feasibility of creating a Japanese style rock garden in Wilsonville with interpretive signage that explains the sister city relationship
- Continue to table at events to spread awareness



CONTINUE TO PROVIDE HOME STAY PROGRAM

- Continue to provide meaningful home stay programs for students visiting Wilsonville
- Survey past participants to get feedback on trip itineraries
- Create moments for ceremony within itineraries

KITAKATA SISTER CITY ADVISORY BOARD GOALS

FISCAL YEAR JULY 1 2024- JUNE 30 2025

 <p>ADJUST BYLAWS TO BETTER POSITION THE BOARD FOR LONGEVITY</p> <ul style="list-style-type: none">• Work with the legal department to become a standing committee of the City• Adjust bylaws to exclude term limits• Create a specific position on the board for a teen member	 <p>BUILD NETWORK OF COMMUNITY RESOURCES</p> <ul style="list-style-type: none">• Invite the Consul General to visit Wilsonville• Have a joint meeting with Wilsonville Rotary to hear about their Sister City program in Colombia• Leverage JASO to introduce Kitakata Businesses to the American market	 <p>CONNECT WITH EXTERNAL ORGANIZATIONS SUCH AS...</p> <ul style="list-style-type: none">• Japan-America Society of Oregon• Japanese-American Museum of Oregon• WLWV School District• Japanese Consulate• Wilsonville Rotary• Wilsonville Chamber• OR Japanese Garden• Asian Pacific American Network of Oregon• Other Japan/Oregon Sister Cities
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**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: September 5, 2024		Subject: Resolution No. 3129 Adoption of City of Wilsonville Representation in the Updates to the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan Staff Member: Delora Kerber, Public Works Director Department: Public Works	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

City of Wilsonville Resolution adopting the City of Wilsonville representation in the updates to the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan.

EXECUTIVE SUMMARY:

The purpose of having a Natural Hazard Mitigation Plan (NHMP) is to help reduce future loss of life and damage to property from natural hazards such as floods, landslides, wildfires, severe storms, volcanoes and earthquakes.

The Oregon Partnership for Disaster Resilience at the University of Oregon's Institute for Policy Research, and Engagement collaborated with the Oregon Office of Emergency Management, Clackamas County Resilience Coordinator and Wilsonville to update the City's Addendum.

NHMP is comprised of three volumes: Volume I -Basic Plan, Volume II – Jurisdiction Addenda, and Volume III – Appendices, collectively referred to herein as the NHMP.

<https://www.clackamas.us/dm/naturalhazard.html>

The NHMP provides Wilsonville with a set of goals, action items and resources designed to reduce risk from future natural disaster events. With final adoption by the City Council and final approval by FEMA, the City will be eligible to apply for the Robert R. Stafford Disaster Relief and Emergency Assistance Act's hazard mitigation project grants through September 2029. Both the County's and City's NHMP need pre-approval and final approval from the Federal Emergency Management Agency (FEMA) and the Oregon Office of Emergency Management (OOEM).

EXPECTED RESULTS:

Having final approval from FEMA is a requirement of eligibility for any future FEMA's Pre-Disaster Mitigation Grants, Hazard Mitigation Grants and/or Flood Mitigation Assistance Grants.

TIMELINE:

Natural Hazard Mitigation Plans should be updated every five years. Once approved this NHMP Addendum will be effective through 2029.

CURRENT YEAR BUDGET IMPACTS:

There are not any impacts to the current budget.

COMMUNITY INVOLVEMENT PROCESS:

The City's Hazard Mitigation Advisory Committee reconvened on March 20, 2023, to discuss the plan update including risk assessment, mitigation strategy, and plan implementation and maintenance. Committee members included staff from: Public Works, Planning, and Natural Resources Departments.

The Draft City Addendum of the NHMP document was posted on the City's Website, Facebook page, Twitter account and NextDoor app as well as Clackamas County's website. The document was available for public review and comment between March 19 and April 16, 2024. No comments were received regarding this project.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Having an approved NHMP gives the City eligibility for FEMA’s Pre-Disaster Mitigation Grants, Hazard Mitigation Grants and/or Flood Mitigation Assistance Grants.

ALTERNATIVES:

To not approve the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan that includes the City of Wilsonville’s Addendum to the NHMP.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3129
 - A. City of Wilsonville Addendum to the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan: September XX, 2024 –September XX, 2029

RESOLUTION NO. 3129**A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE CITY OF WILSONVILLE REPRESENTATION IN THE UPDATES TO THE CLACKAMAS COUNTY MULTI-JURISDICTIONAL NATURAL HAZARD MITIGATION PLAN.**

WHEREAS, the City of Wilsonville recognizes the threat that natural hazards pose to people, property and infrastructure within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people, property and infrastructure from future hazard occurrences; and

WHEREAS, an adopted Natural Hazards Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Wilsonville has fully participated in the FEMA prescribed mitigation planning process to prepare the Clackamas County, Multi-Jurisdictional Natural Hazards Mitigation Plan (NHMP), which has established a comprehensive, coordinated planning process to eliminate or minimize these vulnerabilities; and

WHEREAS, the City of Wilsonville has identified natural hazard risks and prioritized several proposed actions and programs needed to mitigate the vulnerabilities of the City of Wilsonville to the impacts of future disasters within the Clackamas County, Multi-Jurisdictional Natural Hazards Mitigation Plan; and

WHEREAS, these proposed projects and programs have been incorporated into the Clackamas County, Multi-Jurisdictional Natural Hazards Mitigation Plan that has been prepared and promulgated for consideration and implementation by the participating cities and special districts of Clackamas County; and

WHEREAS, the Oregon Department of Emergency Management and Federal Emergency Management Agency, Region X officials have reviewed the Clackamas County, Multi-Jurisdictional Natural Hazards Mitigation Plan and pre-approved it (dated, May 29, 2024) contingent upon this official adoption of the participating governments and entities; and

WHEREAS, the NHMP is comprised of three volumes: Volume I -Basic Plan, Volume II – Jurisdiction Addenda, and Volume III – Appendices, collectively referred to herein as the NHMP; and

WHEREAS, the NHMP is in an on-going cycle of development and revision to improve its effectiveness; and

WHEREAS, City of Wilsonville adopts the NHMP and directs City staff to develop, approve, and implement the mitigation strategies and any administrative changes to the NHMP.

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

Section 1. To adopt the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation plan as an official plan.

Section 2. The City of Wilsonville will submit this Adoption Resolution to the Oregon Department of Emergency Management and Federal Emergency Management Agency, Region X officials to enable final approval of the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of September 2024 and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

- A. City of Wilsonville Addendum to the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan: September XX, 2024 - September XX, 2029

City of Wilsonville Addendum to the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan



Photo Credit: City of Wilsonville

Effective:

September XX, 2024-September XX, 2029

Prepared for
The City of Wilsonville

Updated:
September 5, 2024 (to be added after adoption)
June 17, 2019 (Resolution # 2755)
May 20, 2013 (Resolution # 2418)
November 16, 2009 (Resolution # 2213)



This Natural Hazard Mitigation Plan was prepared by:



Planning grant funding provided by:



Federal Emergency Management Agency (FEMA)

Project Award Number: DR-4562-39-P-OR

Additional Support Provided by:



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Purpose

This is an update of the Wilsonville addendum to the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan (NHMP). This addendum supplements information contained in Volume I (Basic Plan) which serves as the NHMP foundation and Volume III (Appendices) which provide additional information. This addendum meets the following requirements:

- Multi-Jurisdictional **Plan Adoption** §201.6(c)(5),
- Multi-Jurisdictional **Participation** §201.6(a)(3),
- Multi-Jurisdictional **Mitigation Strategy** §201.6(c)(3)(iv) and
- Multi-Jurisdictional **Risk Assessment** §201.6(c)(2)(iii).

Updates to Wilsonville’s addendum are further discussed throughout the NHMP and within Volume III, Appendix B, which provides an overview of alterations to the document that took place during the update process.

Wilsonville adopted their addendum to the Clackamas County Multi-jurisdictional NHMP on **September 5, 2024**. FEMA Region X approved the Clackamas County NHMP on **[DATE TBD, 2024]** and the City’s addendum on **[DATE TBD, 2024]**. With approval of this NHMP the City is now eligible to apply for the Robert T. Stafford Disaster Relief and Emergency Assistance Act’s hazard mitigation project grants through **[DATE TBD-1, 2024]**.

NHMP Process, Participation and Adoption

This section of the NHMP addendum addresses 44 CFR 201.6(c)(5), *Plan Adoption*, and 44 CFR 201.6(a)(3), *Participation*.

In addition to establishing a comprehensive community-level mitigation strategy, the Disaster Mitigation Act of 2000 (DMA2K), and the regulations contained in 44 CFR 201, require that jurisdictions maintain an approved NHMP to receive federal funds for mitigation projects. Local adoption, and federal approval of this NHMP ensures that the city will remain eligible for pre- and post-disaster mitigation project grants.

The Oregon Partnership for Disaster Resilience (OPDR) at the University of Oregon’s Institute for Policy Research, and Engagement (IPRE) collaborated with the Oregon Office of Emergency Management (OEM), Clackamas County, and Wilsonville to update their NHMP.

The Clackamas County NHMP, and Wilsonville addendum, are the result of a collaborative effort between citizens, public agencies, non-profit organizations, the private sector, and regional organizations. The Wilsonville HMAAC guided the process of developing the NHMP.

Convener

The Wilsonville Public Works Director, Delora Kerber serves as the NHMP addendum convener. The convener of the NHMP will take the lead in implementing, maintaining, and updating the addendum to the Clackamas County NHMP in collaboration with the designated convener of the Clackamas County NHMP (Clackamas County Resilience Coordinator).

Representatives from the City of Wilsonville HMAC met formally and informally, to discuss updates to their addendum (Volume III, Appendix B). The HMAC reviewed and revised the City's addendum, with focus on the NHMP's risk assessment and mitigation strategy (action items).

This addendum reflects decisions made at the designated meetings and during subsequent work and communication with the Clackamas County Resilience Coordinator, and the OPDR. The changes are highlighted with more detail throughout this document and within Volume III, Appendix B. Other documented changes include a revision of the City's risk assessment and hazard identification sections, NHMP mission and goals, action items, and community profile.

The Wilsonville HMAC was comprised of the following representatives:

- Convener, Delora Kerber, Public Works Director
- Martin Montolvo, Public Works Operations Manager
- Kerry Rappold, Natural Resources Manager
- Planning Division Staff

The HMAC served as the local review body for the NHMP update.

NHMP Implementation and Maintenance

The City Council will be responsible for adopting the Wilsonville addendum to the Clackamas County NHMP. This addendum designates a HMAC and a convener to oversee the development and implementation of action items. Because the City addendum is part of the County's multi-jurisdictional NHMP, the City will look for opportunities to partner with the County. The City's HMAC will convene after re-adoption of the Wilsonville NHMP addendum on an annual schedule. The County is meeting on a semi-annual basis and will provide opportunities for the cities to report on NHMP implementation and maintenance during their meetings. The convener will serve as the conveners and will be responsible for assembling the HMAC. The HMAC will be responsible for:

- Reviewing existing action items to determine suitability of funding;
- Reviewing existing and new risk assessment data to identify issues that may not have been identified at NHMP creation;
- Educating and training new HMAC members on the NHMP and mitigation actions in general;
- Assisting in the development of funding proposals for priority action items;
- Discussing methods for continued public involvement;
- Evaluating effectiveness of the NHMP at achieving its purpose and goals (use Table 26, Volume I, Section 4, as one tool to help measure effectiveness); and
- Documenting successes and lessons learned during the year.

The HMAC will be responsible for the following activities described in detail in Volume I, Section 4:

The jurisdiction will utilize the same implementation and maintenance process identified in Volume I, Section 4.

The jurisdiction will provide continued public participation during the plan maintenance process through periodic presentations to elected officials, public meetings, postings on social media, and/or through interactive content on the jurisdiction's website (for more information see Volume I, Section 4).

The jurisdiction will utilize the same action item prioritization process as the County (for more information see Volume I, Section 4 and Volume III, Appendix E).

Implementation through Existing Programs

This NHMP is strategic and non-regulatory in nature, meaning that it does not necessarily set forth any new policy. It does, however, provide: (1) a foundation for coordination and collaboration among agencies and the public in the city; (2) identification and prioritization of future mitigation activities; and (3) aid in meeting federal planning requirements and qualifying for assistance programs. The mitigation plan works in conjunction with other city plans and programs including the Comprehensive Land Use Plan, Capital Improvements Plan, and Building Codes, as well as the Clackamas County NHMP, and the State of Oregon NHMP.

The mitigation actions described herein (and in Attachment A) are intended to be implemented through existing plans and programs within the city. Plans and policies already in existence have support from residents, businesses, and policy makers. Where possible, Wilsonville will implement the NHMP's recommended actions through existing plans and policies. Many land-use, comprehensive and strategic plans get updated regularly, allowing them to adapt to changing conditions and needs. Implementing the NHMP's action items through such plans and policies increases their likelihood of being supported and implemented. Implementation opportunities are further defined in action items when applicable.

Capability Assessment

The Capability Assessment identifies and describes the ability of the City of Wilsonville to implement the mitigation strategy and associated action items. Capabilities can be evaluated through an examination of broad categories, including: existing authorities, policies, programs, funding, and resources. As applicable the 2019 NHMP was integrated into these authorities/documents over the last five years (e.g., land use regulations, water system master plan, capital improvement plan, etc.).

Existing Authorities

Hazard mitigation can be executed at a local scale through three (3) methods: integrating hazard mitigation actions into other local planning documents (i.e., plan integration), adopting building codes that account for best practices in structural hardening, and codifying land use regulations and zoning designations that prescribe mitigation into development requirements. The extent to which a municipality or multi-jurisdictional effort leverages these approaches is an indicator of that community's capabilities.

Comprehensive Plan

Oregon's Statewide Planning Goal 7 requires comprehensive planning within every jurisdiction that is designed to reduce risks to people and property from natural hazards.

The [Wilsonville Comprehensive Plan](#) is an official statement of the goals, policies, implementation measures, and physical plan for the development of the city. The plan documents the city's approach to the allocation of available resources for meeting current and anticipated future needs. It was revised in its entirety in 2000 and updated in June 2020 (October 2018 version).

The Comprehensive Plan includes implementation measures related to flooding (implementing the NFIP and Title 3 of Metro's Urban Growth Boundary Functional Plan), storm drainage, water provision and water conservation, fire protection, etc. Policy 4.1.5 includes implementation measures to protect people and property from natural hazards.

According to the [Comprehensive Plan](#), land has been designated for public, industrial, commercial, and residential use. The [Significant Resource Overlay Zone \(SROZ\) map](#) identifies areas where development is prohibited. The SROZ includes 780 acres of land and has a 25-foot buffer zone where building applications and city staff work together to decide on the ultimate “no build” boundary for individual sites.¹

Planned updates to the jurisdiction’s Goal 7 element or its broader comprehensive plan will reflect the data and findings within this NHMP and integrate analyses of future climate and natural hazard impacts into the community’s long-range plans.

Land Use Regulations

Existing land use policies that define zoning and address hazardous conditions provide another source of mitigation capability.

Title 3 of the Metro Urban Growth Management Functional Plan

This policy requires the city to balance any fill in the floodplain with a corresponding cut that excavates an equal amount of material. In addition, Title 3 requires the city to regulate the area of inundation from the 1996 flood in addition to the area with a 1% chance of flooding as identified on National Flood Insurance Program (NFIP) maps.

Municipal Development Codes

The Community Development Department includes divisions responsible for planning, building, engineering, natural resources, economic development, and urban renewal. The Community Development Department implements the policies and master plans of the Wilsonville Comprehensive Plan to guide growth and ensure that appropriate infrastructure (roads, utility capacity, parks, public facilities, etc.) is available for predicted city expansion needs. They work closely with the County and neighboring jurisdictions to ensure plans are aligned.

The Wilsonville Planning and Land Development Ordinance, otherwise known as the Development Code, is Chapter 4 of the Wilsonville Municipal Code.

[Section 4.172 Flood Plain Regulations](#) These regulations were last updated in 2018. They regulate the 100-year flood plain identified by the Federal Insurance Administration (FIA) in the "Flood Insurance Study for Clackamas County and Incorporated Areas dated effective June 17, 2008, and displayed on FIA Floodway and Flood Insurance Rate Maps dated effective June 17, 2008. They ensure the City and its residents and businesses, continued eligibility in the National Flood Insurance Program by complying with the requirements of the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973. Their flood prevention code section is based on the Oregon Model Flood Hazard Prevention code, which includes provisions addressing substantial improvement/substantial damage.

[Wilsonville Code Chapter 8 - Environment](#) This section of the City code details City Stormwater regulations as they apply to system users, spills, sediment and erosion control, and other pertinent information.

Structural Building Codes

The Oregon Legislature recently adopted updated building codes for both residential (2023 adoption) and commercial structures (2022) since the last update of this Plan. These building codes are based on the 2021 version of the International Building Code, International Fire Code, and International Existing Building Code.

¹ Wilsonville, Oregon. 2015 Development Code. § [4.139.00 thru 4.139.11](#)

The Wilsonville Community Development Department administers and enforces the 2022 Oregon Fire Code, the 2022 Oregon Structural Specialty Code, Mechanical Specialty Code, Plumbing Specialty Code, Electrical Specialty Code, and Residential Specialty Code. As a result, both new residential and commercial structures will be required to build according to the latest seismic and wind hardening standards in addition to requiring fire resistant building materials for those structures constructed in proximity or within the WUI.

Public Works

The City of Wilsonville Public Works Department is composed of the divisions responsible for maintaining the City's stormwater system, wastewater system, water system, streets, and facilities. Much of their work is associated with the reduction of hazards to the community and the implementation of resilience measures.

City Administration

The City Council of Wilsonville has the responsibility of developing and adopting the annual city budget. Integrating hazard mitigation goals and projects into the annual budget is key to implementing the plan. The City Council tries to broadly address resilience planning needs while it determines city and departmental priorities and looks for multiple-impact projects wherever possible. They also work with staff to apply for federal and state grant funding to pursue larger projects that are outside of general fund capacity.

Policies and Programs

This Plan directs Wilsonville and Clackamas County to explore integration into other planning documents and processes. Wilsonville has made significant progress in integrating the NHMP into its portfolio of planning processes and programs over the last five years.

Wastewater Treatment Plant Master Plan, 2023

The Wastewater Treatment Plant Master Plan identifies improvements required through the planning period (through 2045) to comply with requirements of the plant's National Pollutant Discharge Elimination System (NPDES) permit and potential future regulatory requirements, while accommodating growth identified in the 2018 City of Wilsonville Comprehensive Plan. Proposed improvements are recommended to three buildings within the Wastewater Treatment Plant to address seismic issues identified in this study.

Total Maximum Daily Loads (TMDLs) Implementation Plan, 2020

Total Maximum Daily Loads define the amount of pollutants that can be present in a water body without causing water quality criteria to be exceeded. Extensive water quality monitoring and modeling (for temperature, bacteria, and mercury) has been completed to establish Total Maximum Daily Loads for the Willamette River. The City's first Willamette River TMDL Implementation Plan was approved by the Oregon Department of Environmental Quality (DEQ) in 2008. The City submitted its updated TMDL Implementation Plan to the DEQ in 2020.

NPDES MS-4 Permit

The Stormwater division must ensure that the work is done in compliance with the National Pollutant Discharge Elimination System (NPDES) Permit. This Division is committed to an ongoing education program for its employees and the community to keep up with the evolving changing technology, rules, and regulations.

Community Wildfire Protection Plan

The Clackamas County Community Wildfire Protection Plan (CWPP) will be incorporated into this Plan as a functioning annex. The NHMP will also be integrated into the City's Capital Improvement Plan, to be adopted by early 2024.

National Flood Insurance Program

Wilsonville participates in the National Flood Insurance Program. The Engineering (administration) and Building (enforcement) Departments are responsible for administering the day-to-day activities of the city's floodplain program.

Specifically, the floodplain manager:

- maintains and administers Wilsonville's floodplain regulations;
- reviews and issues floodplain development permits;
- maintains elevation certificates for all new and substantially improved structures (and maintains an extensive database of historic elevation certificates);
- ensures that encroachments do not occur within the regulated floodway;
- implements measures to ensure that new and substantially improved structures are protected from flood losses;
- maintains floodplain studies and maps and makes this information available to the public;
- maintains a flood information website with digital flood insurance rate map (DFIRM) data;
- conducts site visits to assess conditions and provide technical assistance to the public;
- maintains a library of historical flood related information;
- informs the public of flood insurance requirements; and
- conducts outreach and training about flood hazards and development within the floodplain.

Personnel

The following Wilsonville personnel have assignments related to natural hazard mitigation planning and implementation:

Emergency Management: Public Works Director, Delora Kerber

Public Information Officer: Communications and Marketing Director, Bill Evans

Floodplain Manager: Community Development Director (Chris Neamtzu)

Capital improvement planning: City Engineer (Zach Weigel)

Capital improvement execution: City Engineer (Zach Weigel)

Wilsonville does not have any employees solely designated to Emergency Management or Mitigation. These personnel integrate hazards and resilience planning into their greater work programs to the best of their abilities. However, there is limited capacity to expand upon their capabilities or workloads.

Capital Projects

Wilsonville has implemented recommendations from the last NHMP into its capital improvement projects, including:

The following mitigation-related or resilience projects have been completed:

- A \$77.5 million bond measure (34-133) was passed in 2006 by southeast Portland metro-area voters to correct seismic safety deficiencies at Tualatin Valley Fire and Rescue Fire Station 52 and to replace Fire Station 56. O
- DOT has seismically upgraded Boone Bridge, but specifics on this project are not known.
- The Villebois development created a diversion to fix the flooding problem at Inza R. Wood Middle School.
- The sewer lift station in Memorial Park was relocated to avoid future flooding.
- The Rivergreen Stormwater Outfall project addressed runoff and groundwater seepage that caused significant erosion on the Willamette Riverbank. The city constructed a bioswale, rerouted stormwater discharges, and completed bank stabilization projects to prevent further erosion and stabilize areas of the bank that had been impacted by erosion.

Ongoing projects that enhance the City's resilience include:

- Stormwater Master Plan (to be complete in 2024)
- City of Wilsonville Public Works Complex – includes EOC, two seismically resilient buildings
- French Prairie Bridge Project – not constructed, concept only
- Water Treatment Plant Expansion
- Water Intake Facility – hardened banks of Willamette and seismic
- West Side Level B Reservoir and Off-Site Improvements – design (30%), construction in summer/Fall 2024.
- 5th Street/Kinsman Extension
- Meridian Middle School
- Boeckman Road Corridor Project – bridge over Boeckman Creek (landslide area).
- Boeckman Canyon Sanitary Sewer project -- currently under construction
- Primary School in Frog Pond – Frog Pond Elementary School (under construction open AY24-25)

Mitigation Successes

The community has several examples of mitigation success including the following projects funded through FEMA [Hazard Mitigation Assistance](#) and the Oregon Infrastructure Finance Authority's [Seismic Rehabilitation Grant Program](#)².

FEMA Funded Mitigation Successes

- None identified.

Seismic Rehabilitation Grant Program Mitigation Successes

- None identified.

Other Mitigation Successes

² The Seismic Rehabilitation Grant Program (SRGP) is a state of Oregon competitive grant program that provides funding for the seismic rehabilitation of critical public buildings, particularly public schools, and emergency services facilities.

- A \$77.5 million bond measure (34-133) was passed in 2006 by southeast Portland metro-area voters to correct seismic safety deficiencies at Tualatin Valley Fire and Rescue Fire Station 52 and to replace Fire Station 56.
- DOT has seismically upgraded Boone Bridge, but specifics on this project are not known.

Capital Resources

Wilsonville maintains several capital resources that have important roles to play in the implementation of the natural hazard mitigation plan.

Communication Towers: Clackamas County cellular tower C-800 (emergency communications only) on reservoir site.

Critical facilities with power generators for use during emergency blackouts include: City Hall, Public Works, Police Department, Transit Department, Water Plant, Wastewater Plant. All facilities have e-power (emergency generator power). All but library and community center.

Food pantries include: Wilsonville Community Sharing – tenant in existing building and will become one in another building (part of Oregon Food Bank)

Fueling storage: SMART Fleet Complex

Findings

Several important findings from this capability assessment informed the design of the Plan’s mitigation strategy and aided in prioritizing action items.

Staffing Limitations and Capacity

Wilsonville staff are assigned hazard mitigation responsibilities as a (small) part of their larger job responsibilities. Restricted capacity reduces the breadth of the programming the community can undertake in any year. The city relies upon its relationships with the County and other cities within its region to expand its operations.

Reliance upon outside funding streams and local match requirements

Wilsonville operates on a limited budget with many conflicting priorities. This leaves few opportunities for using local financial resources to implement hazard mitigation work. They lean heavily upon state and federal grant funds as the primary means for securing mitigation funding. Hazard mitigation grants such as HMGP and BRIC require 10-25% local funding match, as well as extra staff capacity and expertise to navigate the application process and manage the funding.

Leveraging Partnerships with Public and Nonprofit Entities

Regional planning displayed in Community Wildfire Protection Planning process demonstrates the City’s ability to effectively share information and identify priority needs.

Mitigation Plan Mission

The 2024 HMAC reviewed the previous NHMP Mission and Goals in comparison to the State NHMP Goals and determined that they would make necessary updates to include references to community lifelines and to advance equity and inclusion in hazard mitigation.

The NHMP mission states the purpose and defines the primary functions of NHMP. It is intended to be adaptable to any future changes made to the NHMP and need not change unless the community's environment or priorities change.

The mission of the NHMP is to:

Enhance county resiliency and capacity to address natural hazards by promoting sound public policy and effective mitigation strategies designed to equitably reduce risk and impacts on community members, community lifelines, historic and cultural resources property, and ecological systems.

This can be achieved by increasing public awareness, documenting the resources for risk reduction and loss-prevention, and identifying activities to guide the county towards building a safer, more sustainable community.

Mitigation Plan Goals

Mitigation plan goals are more specific statements of direction that residents and public and private partners can take while working to reduce the risk from natural hazards. These statements of direction form a bridge between the broad mission statement and action items. The goals listed here serve as checkpoints as agencies and organizations begin implementing mitigation action items.

Meetings with the HMAC, previous hazard event reports, and the previous NHMPs served as methods to obtain input and identify priorities in developing goals for reducing risk and preventing loss from natural hazards.

All the NHMP goals are important and are listed below in no order of priority. Establishing community priorities within action items neither negates nor eliminates any goals, but it establishes which action items to consider implementing first, should funding become available.

Goal 1: Protect Life and Property

- Develop and implement mitigation and climate adaptation projects and policies that aid in protecting lives by making homes, businesses, community lifelines, and other property more resilient to natural hazards and impacts from climate change.
- Establish mitigation projects and policies that minimize losses and repetitive damages from recurring disasters while promoting insurance coverage for severe hazards
- Improve hazard identification and risk assessment information to inform and provide recommendations for enhanced resilience in new development decisions, and promote preventative measures for existing development in areas vulnerable to natural hazards.

Goal 2: Enhance Natural Systems

- Incorporate natural hazard mitigation planning and activities into watershed planning, natural resource management, natural systems enhancement, and land use planning to protect life, property, and ecological system.

Goal 3: Augment Emergency Services

- Strengthen emergency operations by enhancing communication, collaboration, and coordination of natural hazard mitigation activities and policies across agencies at all levels and regions of government, sovereign tribal nations, and the private sector.

Goal 4: Encourage Partnerships for Implementation

- Improve communication, coordination, and participation among and with public agencies, community members, community lifelines, and private sector organizations to prioritize and implement hazard mitigation activities and policies.
- Enhance efforts toward identifying and optimizing opportunities across state agencies, surrounding communities, and private entities for resource sharing, mutual aid, and funding sources/support.

Goal 5: Promote Public Awareness

- Build community resilience and awareness and reduce the effects of natural hazards and climate change through community-wide engagement, collaboration, resource-sharing, learning, leadership-building, and identifying mitigation project-related funding opportunities.

Goal 6: Advance Equity and Inclusion

- Mitigate the inequitable impacts of natural hazards by prioritizing the directing of resources and efforts to build resilience and engagement in the most vulnerable communities least able to prepare, respond, and recover.
- Strengthen efforts aimed at increasing engagement, outreach, and collaboration with community and cultural organizations and agencies that are dedicated to providing services and support to vulnerable and underserved communities.

Mitigation Strategy

This section of the NHMP addendum addresses 44 CFR 201.6(c)(3(iv), *Mitigation Strategy*.

The City's mitigation strategy (action items) was first developed during the 2009 NHMP planning process and revised during subsequent NHMP updates. During these processes, the HMAc assessed the City's risk, identified potential issues, and developed a mitigation strategy (action items).

During the 2023 update process, the City re-evaluated their mitigation strategy (action items). During this process action items were updated, noting if the action is complete, not complete and whether the actions were still relevant; any new action items were identified at this time (see Attachment B for more information on changes to action items).

Action Items

Table WA-1 documents the title of each action along with, the lead organization, partners, timeline, cost, and potential funding resources. The HMAc decided to modify the prioritization of action items in this update to reflect current conditions (risk assessment), needs, and capacity (see Attachment A for more information). High priority actions are shown with orange highlight. The City will focus their attention, and resource availability, upon these achievable, high leverage, activities over the next five years. Although this methodology provides a guide for the HMAc in terms of implementation, the HMAc has the option to implement any of the action items at any time. This option to consider all action items for implementation allows the committee to consider mitigation strategies as new opportunities arise, such as capitalizing on funding sources that could pertain to an action item that is not currently listed as the highest priority. Refer to Attachment A for changes to actions since the previous NHMP.

Table WA-1 Action Items

		Impacted Hazard										Implementation and Maintenance			
Action Item #	Statement	Drought	Earthquake	Extreme Heat	Flood	Landslide	Volcanic Event	Wildfire	Windstorm	Winter Storm	Lead/ Partners	Timeline	Potential Funding Source	Estimated Cost	
1	Develop public education programs to inform the public about methods for mitigating the impacts of natural hazards.	X	X	X	X	X	X	X	X	X	Planning/ TVF&R, HMAC	Ongoing	Local Resources. DLCD TA, FEMA HMA	Low	
2	Continue vegetation management throughout the city.							X	X	X	Natural Resources/ Planning, Public Works, Parks	Ongoing	Local Resources. DLCD TA, FEMA HMA	Medium	
3	Conduct seismic evaluations of the Community Center and other critical and essential facilities and implement appropriate structural mitigation strategies.		X								Community Development, Public Works/ Building, Engineering	Long	Local Resources. DLCD TA, FEMA HMA	Medium	
4	Perform non-structural mitigation on public facilities to improve life safety standards.		X								Human Resources/ Building, Engineering	Ongoing	Local, State, Federal Grants and BRIC	Low to High	
5	Seismically retrofit Willamette Water Treatment Plant and Intake Facility		X								Engineering/ Building, Willamette Intake Facility Commission	Short	Local, State and Federal Grants and BRIC	High	
6	Complete the French Prairie Bridge, including accommodation of emergency vehicle passage.		X								Engineering/ Building	Long	Local and State	High	

		Impacted Hazard									Implementation and Maintenance			
Action Item #	Statement	Drought	Earthquake	Extreme Heat	Flood	Landslide	Volcanic Event	Wildfire	Windstorm	Winter Storm	Lead/ Partners	Timeline	Potential Funding Source	Estimated Cost
7	Ensure continued compliance in the National Flood Insurance Program (NFIP) through enforcement of local floodplain management ordinances.				X						Community Development/ GIS, Planning	Ongoing	Local Resources. DLCDC TA, FEMA HMA (FMA)	Low
8	Implement the recommendations found in the Stormwater Master Plan Update. Including, but not limited to: 1. Memorial Park Lift Station Relocation Project 2. Regional Park 7 and 8 Level Spreader 3. Charbonneau Stormwater Improvements, 4. Meridian Creek Culvert Replacement				X						Natural Resources/ Planning, Public Works	Ongoing	Local, State, Federal Grants and BRIC	Medium to High
9	Reduce negative effects from severe windstorm and severe winter storm events.								X	X	Community Development/ Public Works	Ongoing	Local Resources, FEMA HMA (FMA)	Low to High
10	Remove hazardous trees identified in the systemwide hazardous tree evaluation.							X	X	X	Community Development/ Public Works	Short	Local Resources, FEMA TA, FEMA HMA	Medium
11	Coordinate wildfire mitigation action items through the Clackamas County Community Wildfire Protection Plan.							X			TVF&R/ Public Works, Parks and Recreation, Natural Resources	Ongoing	Local Resources, FEMA HMA, CWDG	Low to High

Source: Wilsonville NHMP HMA, updated 2023
 Cost: Low (less than \$50,000), Medium (\$50,000-\$100,000), High (more than \$100,000)
 Timing: Ongoing (continuous), Short (1-2 years), Medium (3-5 years), Long (5 or more years)
 Priority Actions: Identified with orange highlight

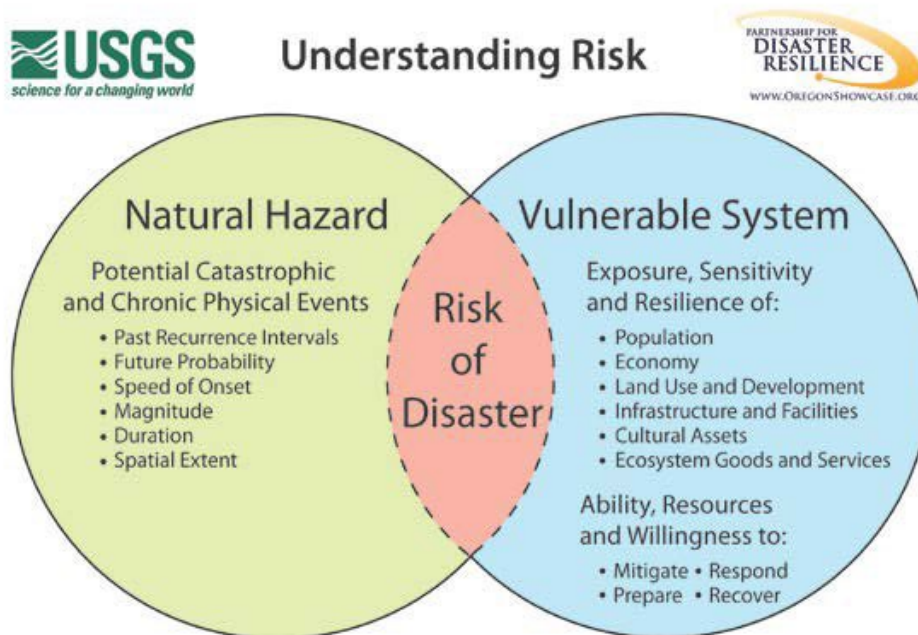
Risk Assessment

This section of the NHMP addendum addresses 44 CFR 201.6(b)(2) - Risk Assessment. In addition, this chapter can serve as the factual basis for addressing Oregon Statewide Planning Goal 7 – Areas Subject to Natural Hazards. Assessing natural hazard risk has three phases:

- **Phase 1:** Identify hazards that can impact the jurisdiction. This includes an evaluation of potential hazard impacts – type, location, extent, etc.
- **Phase 2:** Identify important community assets and system vulnerabilities. Example vulnerabilities include people, businesses, homes, roads, historic places and drinking water sources.
- **Phase 3:** Evaluate the extent to which the identified hazards overlap with or have an impact on, the important assets identified by the community.

The local level rationale for the identified mitigation strategies (action items) is presented herein and within Volume I, Section 3 and Volume III, Appendix C. The risk assessment process is graphically depicted in Figure WA-1. Ultimately, the goal of hazard mitigation is to reduce the area of risk, where hazards overlap vulnerable systems.

Figure WA-1: Understanding Risk



Source: USGS- Oregon Partnership for Disaster Resilience Research Collaboration, 2006

Hazard Analysis

The Wilsonville HMA developed their hazard vulnerability assessment (HVA), using their previous HVA and the County's HVA as a reference. Changes from their previous HVA and the County's HVA were made where appropriate to reflect distinctions in vulnerability and risk from natural hazards unique to Wilsonville, which are discussed throughout this addendum. Table WA-2 shows the HVA matrix for

Wilsonville listing each hazard in order of rank from high to low. For local governments, conducting the hazard analysis is a useful step in planning for hazard mitigation, response, and recovery. The method provides the jurisdiction with a sense of hazard priorities but does not predict the occurrence of a hazard. Two catastrophic hazards (Cascadia Subduction Zone earthquake and Crustal earthquake) and one chronic hazard (extreme heat) rank as the top hazard threats to the City (Top Tier). Winter storm, wildfire, drought, and windstorm, comprise the next highest ranked hazards (Middle Tier), while flood, volcanic event, and landslide comprise the lowest ranked hazards (Bottom Tier).

Table WA-2 Hazard Analysis Matrix

Hazard	History	Vulnerability	Maximum Threat	Probability	Total Threat Score	Hazard Rank	Hazard Tiers
Earthquake - Cascadia	2	45	100	35	182	1	<i>Top Tier</i>
Earthquake - Crustal	6	50	100	21	177	2	
Extreme Heat Event	16	35	70	56	177	3	
Winter Storm	16	30	70	49	165	4	<i>Middle Tier</i>
Wildfire	12	25	70	35	142	5	
Drought	10	15	50	56	131	6	
Windstorm	14	15	50	42	121	7	
Flood	8	15	30	42	95	8	<i>Bottom Tier</i>
Volcanic Event	2	15	50	7	74	9	
Landslide	6	15	20	21	62	10	

Source: Wilsonville HMAP, 2023.

Community Characteristics

Table WA-3 and the following section provides information on City specific demographics and assets. Many of these community characteristics can affect how natural hazards impact communities and how communities choose to plan for natural hazard mitigation. Considering the City specific assets during the planning process can assist in identifying appropriate measures for natural hazard mitigation.

The city is on Interstate 5 at the northern end of the Willamette Valley at 154 feet above sea level. Because of its location Wilsonville's climate is consistent with the Marine west coast climate zone, with warm summers and cool, wet winters. Wilsonville receives most of its rainfall between October and May, and averages 42 inches of rain, and less than one (1) inch of snow, per year.³

Population, Housing, and Income

Wilsonville has grown substantially since its incorporation in 1969 and has an area today of 7.5 square miles. It is in the western region of Clackamas County, located approximately 26 miles south of the Washington border and southwest of the City of Portland. The City is within the Willamette River watershed.

Between 2016 and 2022 the City grew by 3,574 people (15%; as of 2022 the population is 27,414). Between 2022 and 2045 the population is forecast to grow by 11% to 30,566.

Most of the population is White/Caucasian (73%) and about 18% of the population is Hispanic or Latino. The poverty rate is 9% (10% of children under 18, 10% for people 65 and older), 6% do not have health insurance, and 51% of renters pay more than 30% of their household income on rent (36% for owners). About 46% of the population has a bachelor's degree or higher (5% do not have a high school degree). Approximately 10% of the population lives with a disability (35% of population 65 and older), and 39% are either below 15 (22%) or over 65 (17%) years of age. About 13% of the population are 65 or older and living alone and 7% are single parents.

The City includes a diversity of land uses but is zoned primarily residential. About 53% of housing units are single-family, 45% are multifamily, and 2% are mobile homes. Less than five percent of homes (3%) were built before 1970; 69% were built after 1990. Newer homes are more likely to be built to current seismic, flood, wildfire, and other hazard standards. Almost two-thirds (48%) of housing units are owner occupied, 47% are renter occupied, less than 1% are seasonal homes, and 4% are vacant.

Transportation and Infrastructure

Located on Interstate 5, transportation has played a major role in shaping Wilsonville's community and economy. Wilsonville's Commercial areas are located near primary routes and residential development are nearby. Interstate 5 has two exits in Wilsonville, one in the North where Boones Ferry Road becomes Ellingsen Road, and one in the South at Wilsonville Road. The Kinsman Road expansion project was completed in 2018 and included expansion of sewer and drinking water pipelines.

Motor vehicles represent the dominant mode of travel through and within Wilsonville. Thirteen percent (13%) of renters and 1% of owners do not have a vehicle. Most workers drive alone to work (72%); 12% carpool, 2% use public transit, 2% either walk or use a bicycle, and 10% work at home. The City's public transit is provided by the South Metro Area Regional Transit (SMART) system, which operates seven routes within Wilsonville and connects with Portland's TriMet transit system at the Commerce Circle

³ "[Monthly Average for Wilsonville, OR](#)" The Weather Channel Interactive, Inc. Retrieved November 1, 2018.

Station. SMART also connects with both Canby's and Salem's public transit systems. The City of Wilsonville also hosts freight rail services provided by the Portland and Western Railroad. There are no port services available on Willamette River where it crosses through Wilsonville, but there is a recreational marina located across the river from Boones Ferry Park.

Economy

Wilsonville's proximity to major transportation routes and access to rail has made it a desirable place for commercial and industrial development. About 49% of the resident population 16 and over is in the labor force (12,714 people) and are employed in a variety of occupations including professional (29%), management, business, and financial (19%), sales (12%), office and administrative (12%), and construction, extraction, and maintenance (7%) occupations.

Wilsonville has an economic advantage due to its location at the north end of the Willamette Valley and its proximity to Portland. Wilsonville's industrial sites are made accessible through I-5 and I-205. High-tech companies in advanced imaging and design as well as distribution centers and manufacturers have located to Wilsonville. These companies included APCON, Inc., Coca-Cola Bottling of Oregon, Coherent, Crimson Trace Corp., FOODesign Machinery & Systems, Inc., FLIR Systems, InFocus, Kinetics, Mentor Graphics, OrePac, Rite Aid Distribution Center, Sysco Food Services, and Xerox Corporation.

Most workers residing in the city (85%, 10,114 people) travel outside of the city for work primarily to Portland and surrounding areas.⁴ A significant population of people travel to the city for work, (92% of the workforce, 19,832 people) primarily from Portland and surrounding areas.⁵

⁴ U.S. Census Bureau. LEHD Origin-Destination Employment Statistics (2002-2021). Longitudinal-Employer Household Dynamics Program, accessed on January 8, 2024 at <https://onthemap.ces.census.gov>.

⁵ Ibid.

Table WA-3 Community Characteristics

Population Characteristics		Population	Household Characteristics	
		Growth		
2016 Population Estimate	23,740		Housing Units	
2022 Population Estimate	27,414	15%	Single-Family (includes duplexes)	5,681 53%
2045 Population Forecast*	30,566	11%	Multi-Family	4,863 45%
Race			Mobile Homes (includes RV, Van, etc.)	163 2%
American Indian and Alaska Native		1%	Household Type	
Asian		4%	Family Household	6,327 62%
Black/ African American		2%	Married couple (w/ children)	2,092 20%
Native Hawaiian and Other Pacific Islander		1%	Single (w/ children)	754 7%
White		73%	Living Alone 65+	1,364 13%
Some Other Race		< 1%	Year Structure Built	
Two or More Races		5%	Pre-1970	357 3%
Hispanic or Latino/a (of any race)			1970-1989	2,968 28%
Limited or No English Spoken	1,085	4%	1990-2009	5,078 47%
Vulnerable Age Groups			2010 or later	2,304 22%
Less than 5 Years	1,367	5%	Housing Tenure and Vacancy	
Less than 15 Years	4,490	17%	Owner-occupied	5,188 48%
65 Years and Older	3,820	15%	Renter-occupied	5,073 47%
85 Years and Older	616	2%	Seasonal	52 < 1%
Age Dependency Ratio		0.47	Vacant	394 4%
Disability Status (Percent age cohort)			Vehicles Available (Occupied Units)	
Total Disabled Population	2,564	10%	No Vehicle (owner occupied)	55 1%
Children (Under 18)	102	2%	Two+ vehicles (owner occupied)	3,775 73%
Working Age (18 to 64)	1,171	8%	No Vehicle (renter occupied)	638 13%
Seniors (65 and older)	1,291	35%	Two+ vehicles (renter occupied)	2,275 45%
Income Characteristics			Employment Characteristics	
Households by Income Category			Labor Force (Population 16+)	
Less than \$15,000	887	9%	In labor Force (% Total Population)	12,714 49%
\$15,000-\$29,999	788	8%	Unemployed (% Labor Force)	764 6%
\$30,000-\$44,999	1,089	11%	Occupation (Top 5) (Employed 16+)	
\$45,000-\$59,999	957	9%	Professional & Related	3,652 29%
\$60,000-\$74,999	1,136	11%	Management, Business, & Financial	2,405 19%
\$75,000-\$99,999	1,046	10%	Sales & Related	1,546 12%
\$100,000-\$199,999	3,206	31%	Office & Administrative	1,532 12%
\$200,000 or more	1,152	11%	Construction, Extraction, & Maint.	848 7%
Median Household Income		\$78,508	Health Insurance	
Gini Index of Income Inequality		0.43	No Health Insurance	1,437 6%
Poverty Rates (Percent age cohort)			Public Health Insurance	6,690 27%
Total Population	2,303	9%	Private Health Insurance	19,468 80%
Children (Under 18)	476	10%	Transportation to Work (Workers 16+)	
Working Age (18 to 64)	1,474	10%	Drove Alone	9,034 72%
Seniors (65 and older)	353	10%	Carpooled	1,535 12%
Housing Cost Burden (Cost > 30% of household income)			Public Transit	236 2%
Owners with a Mortgage	1,315	36%	Motorcycle	23 < 1%
Owners without a Mortgage	367	24%	Bicycle/Walk	301 2%
Renters	2,597	51%	Work at Home	1,306 10%

Source: U.S. Census Bureau, 2016-2021 American Community Survey; Portland State University, Population Research Center, "Annual Population Estimates", METRO 2040 Population Distributed Forecast (2021, [Exhibit A to Ordinance 21-1457](#)).
 Note: ACS 5-year estimates represent average characteristics from 2012-2016 or 2017-2021. Sampling error may result in low reliability of data. This information or data is provided with the understanding that conclusions drawn from such information are the responsibility of the user. Refer to the original source documentation to better understand the data sources, results, methodologies, and limitations of each dataset presented.

Community Lifelines

This section outlines the resources, facilities, and infrastructure that, if damaged, could significantly impact the public safety, economic conditions, and environmental integrity of the city. [Community Lifelines](#) are the most fundamental services in the community that, when stabilized, enable all other aspects of society to function. Mitigating these facilities will increase the community’s resilience.

The community lifelines identified below were identified by the City of Wilsonville. This integrated network of assets, services, and capabilities are used day-to-day to support the recurring needs of the community and enable all other aspects of society to function. Decisive intervention (e.g., rapid re-establishment or employment of contingency response solutions) is required to maintain/reestablish these facilities and services following a hazard incident.

Critical Facilities

Facilities that are critical and essential to government response, and recovery activities (i.e. life, safety, property, and environmental protection). These facilities include: 911 Centers, Emergency Operations Centers, Police, and Fire Stations, Public Works facilities, sewer, and water facilities, hospitals, bridges, roads, shelters, and more. Table WA-4 includes critical facilities identified in the DOGAMI Risk Report (2024) and assumed impact from individual hazards.

Table WA-4 Critical Facilities in Wilsonville

Critical Facilities by Community	Flood 1% Annual Chance	CSZ 9.0 Earthquake Moderate to Complete Damage	Canby-Molalla Fault Mw-6.8 Moderate to Complete Damage	Landslide High and Very High Susceptibility	Wildfire High or Moderate Risk
	Exposed	>50% Prob.	>50% Prob.	Exposed	Exposed
Boeckman Creek Primary School	-	X	X	-	-
Boones Ferry Primary School	-	-	-	-	-
Geneva Health Center and Urgent Care	-	-	X	-	-
Inza R. Wood Middle School	-	X	X	-	-
Lowrie Primary	-	-	-	-	-
Meridian Creek Middle	-	-	-	-	-
Tualatin Valley Fire and Rescue - Station 52	-	-	X	-	-
Tualatin Valley Fire and Rescue - Station 54	-	-	-	-	-
Tualatin Valley Fire and Rescue - Station 56	-	-	X	-	-
Victory Academy	-	X	X	-	-
Wilsonville High School	-	X	X	-	-
Wilsonville Public Works Complex (EOC #1)	-	-	X	-	-
City Hall (EOC #2)	-	X	X	-	-
Willamette River Water Treatment Plant	-	-	-	-	-
Wilsonville Sewage Treatment	-	X	X	-	-

Source: DOGAMI, *Multi-Hazard Risk Report for Clackamas County, Oregon* (2024), Table A-38.

Note: TVF&R Station 54 and Willamette River Water Treatment Plant not included in the DOGAMI analysis.

Additional Critical Facilities not included in the DOGAMI Risk Report:

- Fleet Services
- Police Station
- Spring Ridge at Charbonneau (southeast shelter)

Critical Infrastructure

Infrastructure that provides necessary services for emergency response include:

Arterial Roads:

- I-5
- 95th Avenue
- Barber Street
- Boberg Road
- Boeckman Road
- Boones Ferry Road
- Brown Road
- Canyon Creek Road
- Coffee Lake Drive
- Day Road
- Elligsen Road
- French Prairie Drive
- Grahams Ferry Road
- Kinsman Road
- Miley Road
- Parkway Avenue
- Parkway Center Drive
- Ridder Road
- Stafford Road
- SW Touchman
- Town Center Loop
- Wilsonville Road

Bridges:

- Arrowhead Creek Lane Bridge
- Barber Street Bridge
- Boeckman Road Bridge
- Boone's Bridge (I-5/Willamette River)
- Creek Lane Bridge
- I-5/Wilsonville Road, Boeckman Road, and Elligsen Road overpasses
- Wilsonville Road/Boeckman Creek Bridge

Other critical infrastructure:

- Charbonneau Reservoir
- City wells
- Communication Tower
- Communication Tower – Pioneer Court
- Communication Tower -- Villebois
- Communication Tower
- Electric substation
- Freight tracks
- First Student Fleet & Dispatch
- Kinder Morgan Gas Line
- Level B Reservoir
- Level C Reservoir
- Northwest Natural Gas Line
- Power lines
- Pump stations
- Republic Waste Services
- SMART Transit Facility
- Wastewater Treatment Plant
- Water Treatment Plant – Arrowhead Creek Lane

Essential Facilities

Facilities that are essential to the continued delivery of key government services, and/or that may significantly impact the public's ability to recover from the emergency. These facilities may include: community gathering places, commercial centers, and other public facilities such as school fields.

Schools

- Arts and Technology High
- Boeckman Creek Primary School
- Boones Ferry Primary School
- Clackamas Community College

- Frog Pond Elementary
- Inza R. Wood Middle School
- Learning Tree Pre-school (to 4th grade)
- Lowrie Primary School
- Mentor Child Development Center
- Meridian Creek Middle School
- Oregon Institute of Technology
- Wilsonville High School

Pharmacies

- McKesson HBOC distribution center
- Rite Aid
- Rite Aid distribution center
- Walgreens

Food Providers

- Costco (+ pharmacy)
- Fred Meyer's (+ pharmacy)
- Safeway
- Sysco
- Target (+ pharmacy)

Other Essential Facilities

- Coffee Creek Correctional Facility
- Community Center
- Library
- Parks and Recreation Facility
- Providence Medical Facility

Environmental Facilities

Environmental assets are those parks, green spaces, wetlands, and rivers that provide an aesthetic and functional ecosystem service for the community include:

- Arrowhead Creek
- Basalt Creek
- Boeckman Creek
- Boeckman Creek Crossing Trail
- Boones Ferry Park (cultural/historic asset)
- Canyon Creek
- Canyon Creek Park
- Charbonneau Golf Course
- Coffee Creek
- Coffee Creek Wetlands
- Community Garden
- Courtside Park
- Graham Oaks Nature Park and Trailhead (cultural/historic asset)
- Hathaway Park
- Memorial Park (cultural/historic asset)
- Meridian Creek
- Merryfield Park
- Palermo Park
- River Fox Park
- Sofia Park
- Town Center Park (cultural/historic asset)
- Tranquil Park
- Villebois park system
- Willamette River
- Willamette River Water Treatment Plant Park
- Willow Creek Landover Park

Vulnerable Populations

Vulnerable populations, including seniors, disabled citizens, women, and children, as well those people living in poverty, often experience the impacts of natural hazards and disasters more acutely. Populations that have special needs or require special consideration include:

- Coffee Creek Correctional Facility
- Day care facilities
- Schools (see list under essential facilities)

Senior Care Facilities

- Avalon Adult Center
- Brookdale
- Marquis Care at Wilsonville
- Springridge Court at Charbonneau
- The Wilsonville

Other Facilities

- Charleston at Villebois
- Creekside Woods
- Rainwater Gardens at Villebois
- Renaissance at Villebois

Hazardous Materials

Facilities that, if damaged, could cause serious secondary impacts may also be considered “critical.” Hazardous materials sites are particularly vulnerable to earthquake, landslide, volcanic event, wildfire, and winter storm hazards. A hazardous material facility is one example of this type of critical facility. Those sites that store, manufacture, or use potentially hazardous materials include: Kinder Morgan Pipeline, Northwest Natural Pipeline, and Sysco.

Economic Assets/Population Centers

Economic assets include businesses that employ large numbers of people and provide an economic resource to the city of Happy Valley. If damaged, the loss of these economic assets could significantly affect economic stability, and prosperity. Population Centers usually are aligned with economic centers, and are a concern during evacuation/notification during a hazard event include:

- APCON, Inc
- Argyle Square
- Charbonneau Village Town Center
- Coherent
- Crimson Trace Corporation
- DW Fitz
- FLIR Systems
- FOODesign Machinery and Systems, Inc
- Georgia Pacific
- Kinetics
- Mentor Graphics
- Old Town Square
- OrePac
- Pacific Foods Distribution Center
- Pacific Pride
- Prologic
- Republic Waste Management
- Rite Aid Distribution Center
- Rockwell Collins
- Southern Wine & Spirits
- Swire Coca-Cola of Oregon
- Sysco Food Services of Portland, Inc
- Tarr Fueling
- Wilsonville Chamber of Commerce
- Wilsonville Concrete
- Xerox Corporation

Cultural and Historic Assets

The cultural and historic heritage of a community is more than just tourist charm. For families that have lived in the city for generations and new resident alike, it is the unique places, stories, and annual events that makes the community an appealing place to live. The cultural and historic assets are both intangible benefits and obvious quality-of-life- enhancing amenities. Because of their role in defining and supporting the community, protecting these resources from the impact of disasters is important.

Cultural and historic assets include: CREST Environmental Learning Center, Fir Point Farm, Murase Plaza, Old Town (Historic), Oregon Korean War Museum, and Tauchman House in Boones Ferry Farm. Due to their historic nature many of these facilities are vulnerable to the earthquake hazard.

Hazard Characteristics

Drought

The HMAC determined that the City’s probability for drought is **high** and that their vulnerability to drought is **low**. *These ratings did not change since the previous version of this NHMP.*

Volume I, Section 2 describes the characteristics of drought hazards, history, as well as the location, extent and probability of a potential event. Due to the climate of Clackamas County, past and present weather conditions have shown an increasing potential for drought.

The City of Wilsonville Public Works Department manages Wilsonville’s water supply. Wilsonville houses one large water intake facility and water treatment plant, which provides water to both the City of Wilsonville and the City of Sherwood. The City draws its water supply from the Willamette River. The City of Wilsonville and Tualatin Valley Water District (TVWD) have plans to develop additional facilities at Wilsonville to expand its water supply by 2026. This expanded infrastructure will also supply water to Beaverton and Hillsboro residents. In addition to the Willamette water supply, Wilsonville also has eight local emergency wells available for use in the event of a drought.

Vulnerability Assessment

Due to insufficient data and resources, Wilsonville is currently unable to perform a quantitative risk assessment, or exposure analysis, for this hazard. For a list of facilities and infrastructure vulnerable to this hazard see the Community Assets Section and Table WA-4.

Future Projections

According to the Oregon Climate Change Research Institute “Future Climate Projections, Clackamas County,”⁶ drought, as represented by low summer soil moisture, low spring snowpack, low summer runoff, and low summer precipitation, is projected to become more frequent in Clackamas County by the 2050s.

Increasingly frequent droughts will have economic and social impacts upon those who depend upon predictable growing periods (ranches, farms, vineyards, gardeners) as well as upon the price and availability of fresh vegetables. It may also stress local jurisdiction’s ability to provide water for irrigation or commercial and household use.

Earthquake (Cascadia Subduction Zone)

The HMAC determined that the City’s probability for a Cascadia Subduction Zone (CSZ) earthquake is **moderate** and that their vulnerability to a CSZ earthquake is **high**. *These ratings did not change since the previous version of this NHMP.*

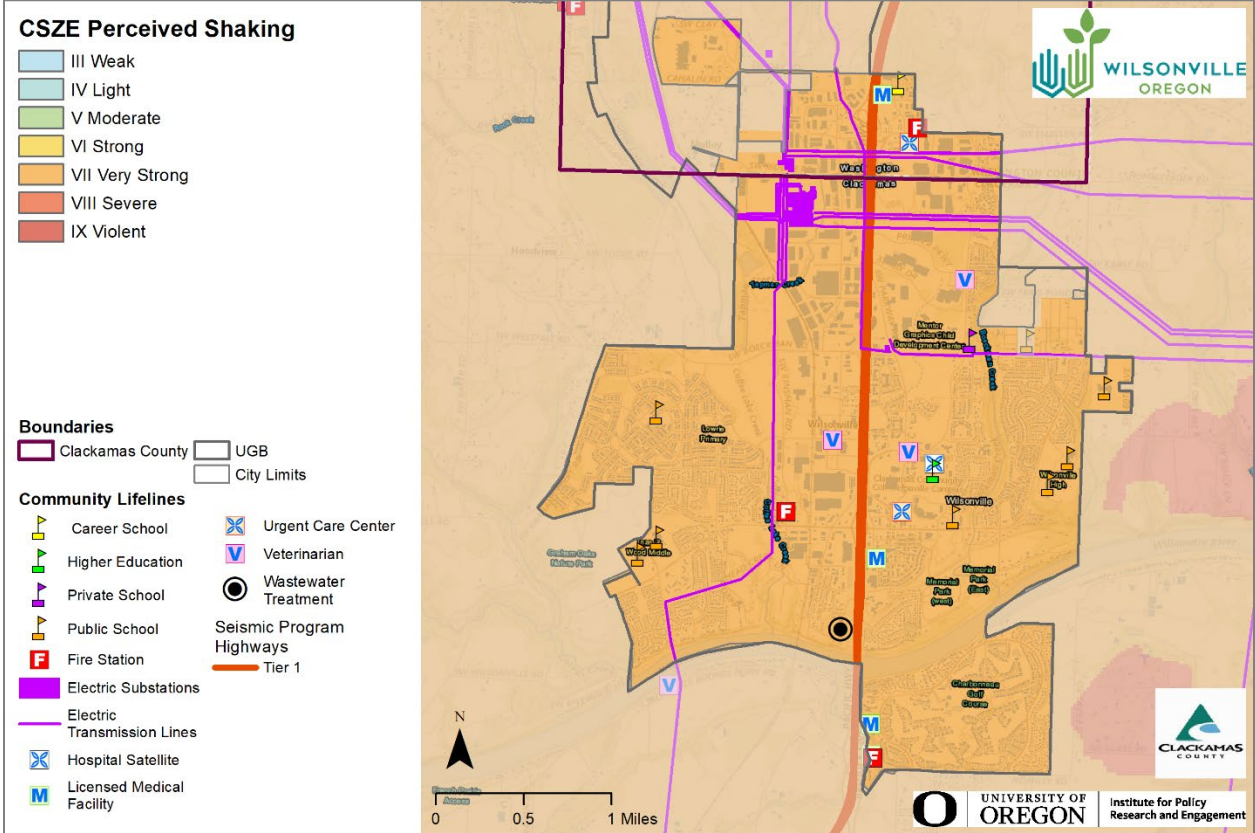
Volume I, Section 2 describes the characteristics of earthquake hazards, history, as well as the location, extent, and probability of a potential event. Generally, an event that affects the County is likely to affect Wilsonville as well. The causes and characteristics of an earthquake event are appropriately described within Volume I, Section 2 as well as the location and extent of potential hazards. Previous occurrences are well documented within Volume I, Section 2 and the community impacts described by the County would generally be the same for Wilsonville as well.

⁶ Oregon Climate Change Research Institute, *Future Climate Projections, Clackamas County, Oregon*. February 2023.

Within the Northern Willamette Valley/Portland Metro Region, three potential faults and/or zones can generate high-magnitude earthquakes. These include the Cascadia Subduction Zone, Gales Creek-Newberg-Mt Angel Structural Zone, Portland Hills Fault Zone, and the Canby-Wilsonville Fault Zone (discussed in the crustal earthquake section).

Figure WA-2 displays relative shaking hazards from a Cascadia Subduction Zone earthquake event. As shown in the figure, most of the city is expected to experience very strong shaking (orange), while areas around the city will experience severe shaking (light red) (shown by the red northeast corner) in a CSZ event.

Figure WA-2 Cascadia Subduction Zone Expected Shaking



Source: Map created by Oregon Partnership for Disaster Resilience.
Data: Oregon Department of Geology and Mineral Industries. Preparedness Framework Implementation Team (IRIS v3).
Note: To view hazard detail click this [link](#) to access Oregon HazVu

Cascadia Subduction Zone

The Cascadia Subduction Zone is a 680-mile-long zone of active tectonic convergence where oceanic crust of the Juan de Fuca Plate is subducting beneath the North American continent at a rate of 4 cm per year. Scientists have found evidence that 11 large, tsunami-producing earthquakes have occurred off the Pacific Northwest coast in the past 6,000 years. These earthquakes took place roughly between 300 and 5,400 years ago with an average occurrence interval of about 510 years. The most recent of these large earthquakes took place in approximately 1700 A.D.⁷

⁷ The Cascadia Region Earthquake Workgroup, 2005. Cascadia Subduction Zone Earthquakes: A magnitude 9.0 earthquake scenario. <http://www.crew.org/PDFs/CREWSubductionZoneSmall.pdf>

The city's proximity to the Cascadia Subduction Zone, potential slope instability and the prevalence of certain soils subject to liquefaction and amplification combine to give the city a high-risk profile. Due to the expected pattern of damage resulting from a CSZ event, the Oregon Resilience Plan divides the State into four distinct zones and places the city predominately within the "Valley Zone" (Valley Zone, from the summit of the Coast Range to the summit of the Cascades). Within the Northwest Oregon region, damage and shaking is expected to be strong and widespread - an event will be disruptive to daily life and commerce and the main priority is expected to be restoring services to business and residents.

Community assets located in the center of the city include Flir Systems, FOODesign Machinery & Systems, Inc., Pacific Pride, WES commuter rail station, Mentor Graphics Child Development Center, and a pump/lift station. Another high impact area is located within Charbonneau and includes the Charbonneau Village Town Center. If a large earthquake were to occur the biggest vulnerability would be reaching the Charbonneau neighborhood because it is located across the Willamette River from the rest of the city. The Boone Bridge that provides access to Charbonneau has had seismic retrofit work done, but this does not guarantee use in a large event. Additionally, Wood Middle School is in a high impact area.

Earthquake (Crustal)

The HMAC determined that the City's probability for a crustal earthquake is **low** and that their vulnerability to crustal earthquake is **high**. *The probability rating decreased and the vulnerability rating did not change since the previous version of this NHMP.*

Volume I, Section 2 describes the causes and characteristics of earthquake hazards, history, as well as the location, extent, and probability of a potential event. Generally, an event that affects the County is likely to affect Wilsonville as well. Figure WA-3 shows a generalized geologic map of the Wilsonville area that includes the areas for potential regional active faults, earthquake history (1971-2008), and soft soils (liquefaction) hazard. The figure shows the areas of greatest concern within the City limits as red and orange.

Earthquake-induced damages are difficult to predict, and depend on the size, type, and location of the earthquake, as well as site-specific building, and soil characteristics. Presently, it is not possible to accurately forecast the location or size of earthquakes, but it is possible to predict the behavior of soil at any site. In many major earthquakes, damages have primarily been caused by the behavior of the soil.

There are two potential crustal faults and/or zones near the City that can generate high-magnitude earthquakes. These include the Gales Creek-Mt. Angel Structural Zone and Portland Hills Fault Zone (discussed in greater detail below). Other nearby faults include the Bolton fault and Oatfield faults which run through the city west and east side respectively, Canby-Molalla structural zones located west of the city, and the Mt. Hood Fault in eastern Clackamas County. Historical records count over 56 earthquakes in the Portland-metro area. The more severe ones occurred in 1877, 1880, 1953 and 1962. The most recent severe earthquake was the March 25, 1993, Scotts Mills quake. It was a 5.6 magnitude quake with aftershocks continuing at least through April 8.

Canby-Molalla Fault Zone

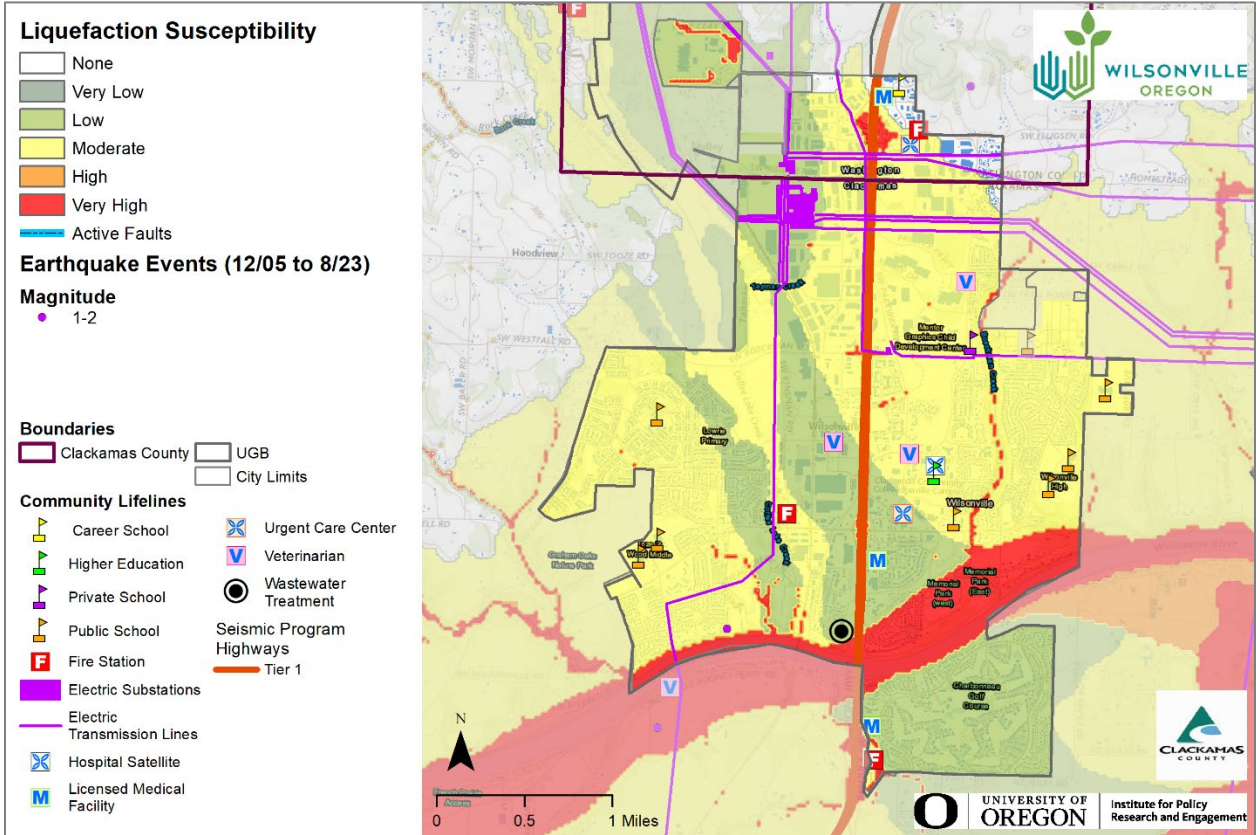
The Canby-Molalla Fault Zone is a series of NE-trending fault that vertically displace the Columbia River Basalt with discontinuous aeromagnetic anomalies that represent significant offset of Eocene basement and volcanic rocks. The fault zone extends for 31 miles from the vicinity of Tigard south through the towns of Canby and Wilsonville in northern Oregon.

Portland Hills Fault Zone

The Portland Hills Fault Zone is a series of NW-trending faults that vertically displace the Columbia River Basalt by 1,130 feet and appear to control thickness changes in late Pleistocene (approx. 780,000 years

ago) sediment. The fault zone extends along the eastern margin of the Portland Hills for 25 miles and lies about 11 miles northeast of Wilsonville.

Figure WA-3 Active Crustal Faults, Epicenters (1971-2008), and Soft Soils



Source: Map created by Oregon Partnership for Disaster Resilience.
Data: Oregon Department of Geology and Mineral Industries. Preparedness Framework Implementation Team (IRIS v3).
Note: To view hazard detail click this [link](#) to access Oregon HazVu

Vulnerability Assessment

In 2018 the Department of Geology and Mineral Industries (DOGAMI) completed a regional impact analysis for earthquakes originating from the Cascadia Subduction Zone and Portland Hills faults (O-18-02). Findings from that report are provided at the end of the crustal earthquakes hazard section.

Seismic building codes were implemented in Oregon in the 1970s; however, stricter standards did not take effect until 1991 and early 2000s. As noted in the community profile, approximately 36% of residential buildings were built prior to 1990, which increases the City’s vulnerability to the earthquake hazard. Information on specific public buildings’ (schools and public safety) estimated seismic resistance, determined by DOGAMI in 2007, is shown in Table WA-5; each “X” represents one building within that ranking category. Of the facilities evaluated by DOGAMI using their Rapid Visual Survey (RVS), one (1) have a very high (100% chance) collapse potential and two (2) have a high (greater than 10% chance) collapse potential.

For a list of facilities and infrastructure vulnerable to this hazard, see the Community Assets Section and Table WA-4.

Table WA-5 Rapid Visual Survey Scores

Facility	Site ID*	Level of Collapse Potential			
		Low (<1%)	Moderate (>1%)	High (>10%)	Very High (100%)
Schools					
Arts & Technology High (29796 SW Town Center Loop E)	n/a	X			
Boeckman Creek Primary (6700 SW Wilsonville Rd)	Clac_sch71	X			
Boones Ferry Primary (11495 SW Wilsonville Rd)	Clac_sch84	X			
CCC Wilsonville Campus (29353 Town Center Loop E)	Clac_coc08				X
Inza R. Wood Middle (11055 SW Wilsonville Rd.)	Clac_sch92			X,X	
Wilsonville High (6800 SW Wilsonville Rd)	Clac_sch77	X			
Learning Tree Day School (29880 Town Center Loop W)	n/a	2007 RVS report did not include structural appendix for this facility			
Lowrie Primary School (28995 SW Brown Rd)	n/a	2007 RVS report did not include structural appendix for this facility			
Meridian Creek Middle School (6300 SW Hazel St)	n/a	2007 RVS report did not include structural appendix for this facility			
Fire Facilities					
Fire Station 52 (TVF&R) (29875 Kinsman Rd) see mitigation successes	Clac_fir34	X			
Fire Station 56 & South Operating Center (TVF&R) (8445 Elligsen Rd) see mitigation successes	Clac_fir54	2007 RVS report did not include structural appendix for this facility			
Police Facilities					
Police Station (30000 Town Center Loop E)	n/a				
Hospital					
Providence Medical Plaza (29345 SW Town Center Loop)	n/a	2007 RVS report did not include structural appendix for this facility			

Source: [DOGAMI 2007. Open File Report 0-07-02. Statewide Seismic Needs Assessment Using Rapid Visual Assessment.](#)
 "**" – Site ID is referenced on the [RVS Clackamas County Map](#)

In addition to building damages, utility (electric power, water, wastewater, natural gas) and transportation systems (bridges, pipelines) are also likely to experience significant damage. There is a low probability that a major earthquake will result in failure of upstream dams.

Utility systems will be significantly damaged, including damaged buildings and damage to utility infrastructure, including water treatment plants and equipment at high voltage substations (especially 230 kV or higher which are more vulnerable than lower voltage substations). Buried pipe systems will suffer extensive damage with approximately one break per mile in soft soil areas. There would be a much lower rate of pipe breaks in other areas. Restoration of utility services will require substantial mutual aid from utilities outside of the affected area.

Earthquake Regional Impact Analysis

In 2018 DOGAMI completed a regional impact analysis for earthquakes originating from the Cascadia Subduction Zone and Portland Hills faults (O-18-02). Their study focused on damage to buildings, and the people that occupy them, and on two key infrastructure sectors: electric power transmission and emergency transportation routes. Each earthquake was studied with wet and dry soil conditions and for events that occur during the daytime (2 PM) and nighttime (2 AM). Impacts to buildings and people were tabulated at the county, jurisdictional (city), and neighborhood unit level. Estimated damage varied widely across the study area depending on local geology, soil moisture conditions, type of building, and distance from the studied faults. In general, damage from the Cascadia Subduction Zone scenario was greater in the western portion of the study area, however, damage could still be significant in some areas east of the Willamette River. The report found that damage to high-value commercial and industrial buildings was high since many of these facilities are in areas of high to very high liquefaction hazard. Casualties were higher during the daytime scenario (generally double) since more people would be at work and occupying non-wood structures that fare worse in an earthquake.

The Portland Hills fault scenario created greater damages than the Cascade Subduction Zone scenario due primarily to its placement relative to population centers and regional assets; however, at distances 15 or more miles from the Portland Hills fault the damages from the Cascadia Subduction Zone scenario generally were higher. In both the Cascadia Subduction Zone and Portland Hills Fault scenarios it is forecasted that emergency transportation routes will be fragmented, affecting the distribution of goods and services, conditions are worse under the Portland Hills Fault scenario. Portions of the electric distribution system are also expected to be impacted under both scenarios; however, the impact is considerably less than it is to the transportation routes. Additional capacity or redundancy within the electric distribution network may be beneficial in select areas that are likely to have greater impacts.

Table WA-6 shows the permanent resident population that are vulnerable to injury or death (casualty) and the buildings in the City that are susceptible to liquefaction and landslides, it does not predict that damage will occur in specific areas due to either liquefaction or landslide. More population and property are exposed to higher degrees of expected damage or casualty under the Portland Hills Fault “wet” scenario than in any other scenario.

Table WA-6 Expected damages and casualties for the CSZ fault and Portland Hills fault: earthquake, soil moisture, and event time scenarios

	Cascadia Subduction Zone (M9.0)		Portland Hills Fault (M6.8)	
	"Dry" Soil	"Wet" Saturated Soil	"Dry" Soil	"Wet" Saturated Soil
Number of Buildings	5,492	5,492	5,492	5,492
Building Value (\$ Million)	4,410	4,410	4,410	4,410
Building Repair Cost (\$ Million)	291	423	406	681
Building Loss Ratio	7%	10%	9%	15%
Debris (Thousands of Tons)	155	196	196	283
Long-Term Displaced Population	147	894	181	1,616
Total Casualties (Daytime)	199	315	255	505
Level 4 (Killed)	7	14	9	24
Total Casualties (Nighttime)	38	100	50	173
Level 4 (Killed)	1	3	1	6

Source: DOGAMI, Earthquake regional impact analysis for Clackamas, Multnomah, and Washington Counties, Oregon (2018, O-18-02), Tables 12-8, 12-9, 12-10, and 12-11.

Cascadia Subduction Zone Scenario

The City of Wilsonville is expected to have a 7% building loss ratio with a repair cost of \$291 million under the CSZ “dry” scenario, and an 10% building loss ratio with a repair cost of \$423 million under the CSZ “wet” scenario.⁸ The city is expected to have around 199 daytime or 38 nighttime casualties during the CSZ “dry” scenario and 315 daytime or 100 nighttime casualties during the CSZ “wet” scenario. It is expected that there will be a long-term displaced population of around 147 for the CSZ “dry” scenario and 894 for the CSZ “wet” scenario.⁹

Portland Hills Fault Scenario

The City of Wilsonville is expected to have a 9% building loss ratio with a repair cost of \$406 million under the CSZ “dry” scenario, and a 15% building loss ratio with a repair cost of \$681 million under the CSZ “wet” scenario.¹⁰ The long-term displaced population and casualties are greatly increased for all the Portland Hills Fault scenarios. The city is expected to have around 255 daytime or 50 nighttime casualties during the Portland Hills Fault “dry” scenario and 505 daytime or 173 nighttime casualties during the Portland Hills Fault “wet” scenario. It is expected that there will be a long-term displaced population of around 181 for the Portland Hills Fault “dry” scenario and 1,616 for the Portland Hills Fault “wet” scenario.¹¹

Recommendations from the report included topics within Planning, Recovery, Resiliency: Buildings, Resiliency: Infrastructure Improvements, Resiliency: Essential and Critical Facilities, Enhanced Emergency Management Tools, Database Improvements, Public Awareness, and Future Reports. The recommendations of this study are largely incorporated within this NHMPs mitigation strategies (Table WA-1 and Volume I, Section 3). For more detailed information on the report, the damage estimates, and

⁸ DOGAMI, Earthquake regional impact analysis for Clackamas, Multnomah, and Washington Counties, Oregon (2018, O-18-02), Tables 12-8 and 12-9.

⁹ Ibid, Tables 12-8 and 12-9.

¹⁰ Ibid, Tables 12-10 and 12-11

¹¹ Ibid, Tables 12-10 and 12-11.

the recommendations see: *Earthquake regional impact analysis for Clackamas, Multnomah, and Washington Counties, Oregon* (2018, [O-18-02](#)).

Natural Hazard Risk Report for Clackamas County

The **Risk Report** (DOGAMI, [2024](#))¹² provides hazard analysis summary tables that identify populations and property countywide that are vulnerable to the earthquake hazard.

Cascadia Subduction Zone event (M9.0 Deterministic): 619 buildings (6 critical facilities), are expected to be damaged for a total potential loss of \$538.4 million (a loss ratio of about 10%). About 1,285 residents may be displaced (about 5% of the population).

Crustal event (Canby-Molalla fault M6.8 Deterministic): 1,704 building (11 critical facilities) are expected to be damaged, for a total potential loss of \$1.62 billion (a loss ratio of about 29%). About 4,597 residents may be displaced (about 18% of the population).

Portland Hills Fault M6.8 Deterministic: The City of Wilsonville is expected to have a 9% building loss ratio with a repair cost of \$406 million under the CSZ “dry” scenario, and a 15% building loss ratio with a repair cost of \$681 million under the CSZ “wet” scenario. The long-term displaced population and casualties are greatly increased for all the Portland Hills Fault scenarios. The city is expected to have around 255 daytime or 50 nighttime casualties during the Portland Hills Fault “dry” scenario and 505 daytime or 173 nighttime casualties during the Portland Hills Fault “wet” scenario. It is expected that there will be a long-term displaced population of around 181 for the Portland Hills Fault “dry” scenario and 1,616 for the Portland Hills Fault “wet” scenario.

Future Projections

Future development (residential, commercial, or industrial) within Clackamas County will be at risk to earthquake impacts, although this risk can be mitigated by the adoption and enforcement of high development and building standards. Reducing risks to vulnerable populations should be considered during the redevelopment of existing properties.

Flood

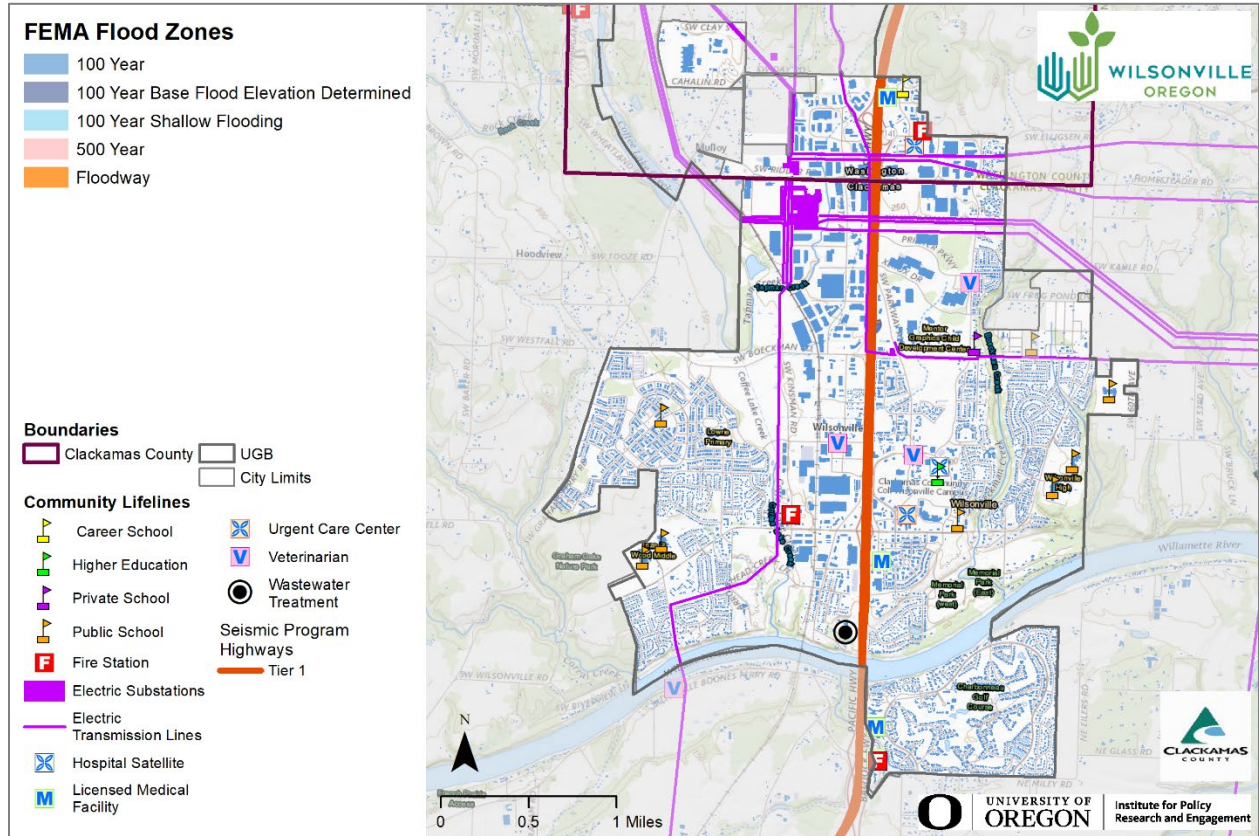
The HMAC determined that the City’s probability of flooding is **moderate** and that their vulnerability to flooding is **low**. *The probability rating did not change and the vulnerability rating increased since the previous version of this NHMP.*

Volume I, Section 2 describes the characteristics of flood hazards, history, as well as the location, extent, and probability of a potential event. Figure WA-4 illustrates the flood hazard area for Wilsonville.

Portions of Wilsonville have areas of floodplain (special flood hazard areas, SFHA). These include the Willamette River, Coffee Creek, Basalt Creek, Boeckman Creek, Meridian Creek, Arrowhead Creek, Corral Creek, and South Tributary. The geographic location of the flooding hazard was determined using the designated FEMA 100-year floodplain data, as well as the inundation line for the 1996 flood. The flood hazard includes portions of Boeckman Road, a large area along Seely Ditch between the confluence of Basalt Creek, Coffee Creek, and South Tributary. Impacted community assets include one pump station, and fewer than five homes.

¹² DOGAMI, *Multi-Hazard Risk Report for Clackamas County, Oregon* (2024), Table A-37.

Figure WA-4 FEMA Flood Zones



Source: Map created by Oregon Partnership for Disaster Resilience.

Data: Oregon Department of Geology and Mineral Industries. Preparedness Framework Implementation Team (IRIS v3).

Note: To view hazard detail click this [link](#) to access Oregon HazVu

Vulnerability Assessment

Fortunately, most of the flood hazard is included in the Significant Resource Overlay Zone (SROZ), where development is prohibited. The SROZ includes 780 acres of land and has a 25-foot buffer zone where building applications and city staff work together to decide on the ultimate “no build” boundary for the site. The SROZ map includes a few areas where the 1996 flood extended beyond the FEMA 100-year flood boundaries. These areas include portions of Corral Creek, spots in Memorial Park, and an area just west of Memorial Park.

Floods can have a devastating impact on almost every aspect of the community, including private property damage, public infrastructure damage, and economic loss from business interruption. It is important for the City to be aware of flooding impacts and assess its level of risk.

The economic losses due to business closures often total more than the initial property losses that result from flood events. Business owners, and their employees are significantly impacted by flood events. Direct damages from flooding are the most common impacts, but indirect damages, such as diminished clientele, can be just as debilitating to a business.

For mitigation planning purposes, it is important to recognize that flood risk for a community is not limited only to areas of mapped floodplains. Other portions of Wilsonville outside of the mapped floodplains may also be at relatively high risk from over bank flooding from streams too small to be mapped by FEMA or from local storm water drainage.

The largest flooding event to affect Wilsonville was the February 1996 flood. The high-water level meant tributaries could not drain into the Willamette River, which led to localized flooding on several backed-up creeks. Flooding also occurred at culverts and drainage choke points near Sun Place, Commerce Circle, and a pathway near Inza R. Wood Middle School. The La Quinta Hotel on Sun Place experienced a few inches of flooding to the first floor. The culverts that frequently cause flooding are owned and maintained by the Oregon Department of Transportation. The worst flooding occurred along the Willamette River. Portions of Memorial Park flooded but the sewer lift station was unaffected because Public Works sandbagged the facility and pumped out water for days. Three homes on Montgomery Way and Rose Lane were flooded; two homes had flooding in their living spaces and one home had storage space flooding.

The extent of flooding hazards in Wilsonville primarily depends on climate and precipitation levels. Additionally, withdrawals for irrigation and drinking water, as well as stream and wetland modifications or vegetation removal can influence water flow. In the past flooding has occurred along Main Street and other roadways due to urban flooding. For a list of facilities and infrastructure vulnerable to this hazard see the Community Assets Section and Table WA-4.

Natural Hazard Risk Report for Clackamas County

The **Risk Report (DOGAMI, 2024)**¹³ provides hazard analysis summary tables that identify populations and property countywide that are vulnerable to the flood hazard.

According to the Risk Report 5 buildings (no critical facilities) could be damaged for a total potential loss of \$201,000 (a building loss ratio of less than 1%). About 37 residents may be displaced by flood (less than 1% of the population).

National Flood Insurance Program (NFIP)

FEMA's Flood Insurance Study (FIS), and Flood Insurance Rate Maps (FIRMs) are effective as of June 17, 2008. The City complies with the NFIP through enforcement of their flood damage prevention ordinance and their floodplain management program. The last Community Assistance Visit (CAV) for Wilsonville was on January 14, 2009. Wilsonville does not participate in the Community Rating System (CRS). The Community Repetitive Loss record identifies no (0) Repetitive Loss Property¹⁴ and zero (0) Severe Repetitive Loss Properties¹⁵.

Future Projections

According to the Oregon Climate Change Research Institute "Future Climate Projections, Clackamas County,"¹⁶ winter flood risk at mid- to low elevations in Clackamas County, where temperatures are near freezing during winter and precipitation is a mix of rain and snow, is projected to increase as winter temperatures increase. The temperature increase will lead to an increase in the percentage of precipitation falling as rain rather than snow. The projected increases in total precipitation, and in rain relative to snow, likely will increase flood magnitudes in the region. Vulnerable populations adjacent to

¹³ DOGAMI, *Multi-Hazard Risk Report for Clackamas County, Oregon (2024)*, Table A-37.

¹⁴ A Repetitive Loss (RL) property is any insurable building for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling ten-year period, since 1978. A RL property may or may not be currently insured by the NFIP.

¹⁵ A Severe Repetitive Loss (SRL) property is a single family property (consisting of 1 to 4 residences) that is covered under flood insurance by the NFIP and has incurred flood-related damage for which 4 or more separate claims payments have been paid under flood insurance coverage, with the amount of each claim payment exceeding \$5,000 and with cumulative amount of such claims payments exceeding \$20,000; or for which at least 2 separate claims payments have been made with the cumulative amount of such claims exceeding the reported value of the property.

¹⁶ Oregon Climate Change Research Institute, *Future Climate Projections, Clackamas County, Oregon*. February 2023.

floodways (including the unhoused, manufactured home communities, and campground occupants) will be more at risk as the winter flood risk increases.

Landslide

The HMAC determined that the City’s probability for landslide is **low** and that their vulnerability to landslide is **low**. *These ratings did not change since the previous version of this NHMP.*

Volume I, Section 2 describes the characteristics of landslide hazards, history, as well as the location, extent, and probability of a potential event within the region. Wilsonville does not have a history of landslides. This is due to the relatively flat topography within the UGB as well as the City’s requirements of geological analysis on slopes of 25% or greater, usually located along stream embankments, before extensive tree removal, excavation, or construction occurs.

Although landslides have not occurred in Wilsonville, steep slopes do exist along the banks of the Willamette River. Four neighborhoods have been built near these slopes including Day Dream Ranch, Cedar Point, Edgewater, and Charbonneau. Canyon Creek Apartments are built on a moderate hill near the creek.

Landslide susceptibility exposure for Wilsonville is shown in Figure WA-5. Most of Wilsonville demonstrates a low to moderate landslide susceptibility exposure. Approximately 6% of Wilsonville has very high or high, and approximately 21% moderate, landslide susceptibility exposure.¹⁷

Note that even if a jurisdiction has a high percentage of area in a high or very high landslide exposure susceptibility zone, this does not mean there is a high risk, because risk is the intersection of hazard, and assets.

Vulnerability Assessment

DOGAMI completed a statewide landslide susceptibility assessment in 2016 ([O-16-02](#)), general findings from that report are provided above and within Figure WA-5.

Potential landslide-related impacts are adequately described within Volume I, Section 2, and include infrastructure damages, economic impacts (due to isolation, and/or arterial road closures), property damages, and obstruction to evacuation routes. Rain-induced landslides, and debris flows can potentially occur during any winter, and thoroughfares beyond City limits are susceptible to obstruction as well. For a list of facilities and infrastructure vulnerable to this hazard see the Community Assets Section and Table WA-5.

The most common type of landslides are slides caused by erosion. Slides move in contact with the underlying surface, are generally slow moving, and can be deep. Rainfall-initiated landslides tend to be smaller; while earthquake induced landslides may be quite large. All soil types can be affected by natural landslide triggering conditions.

Natural Hazard Risk Report for Clackamas County

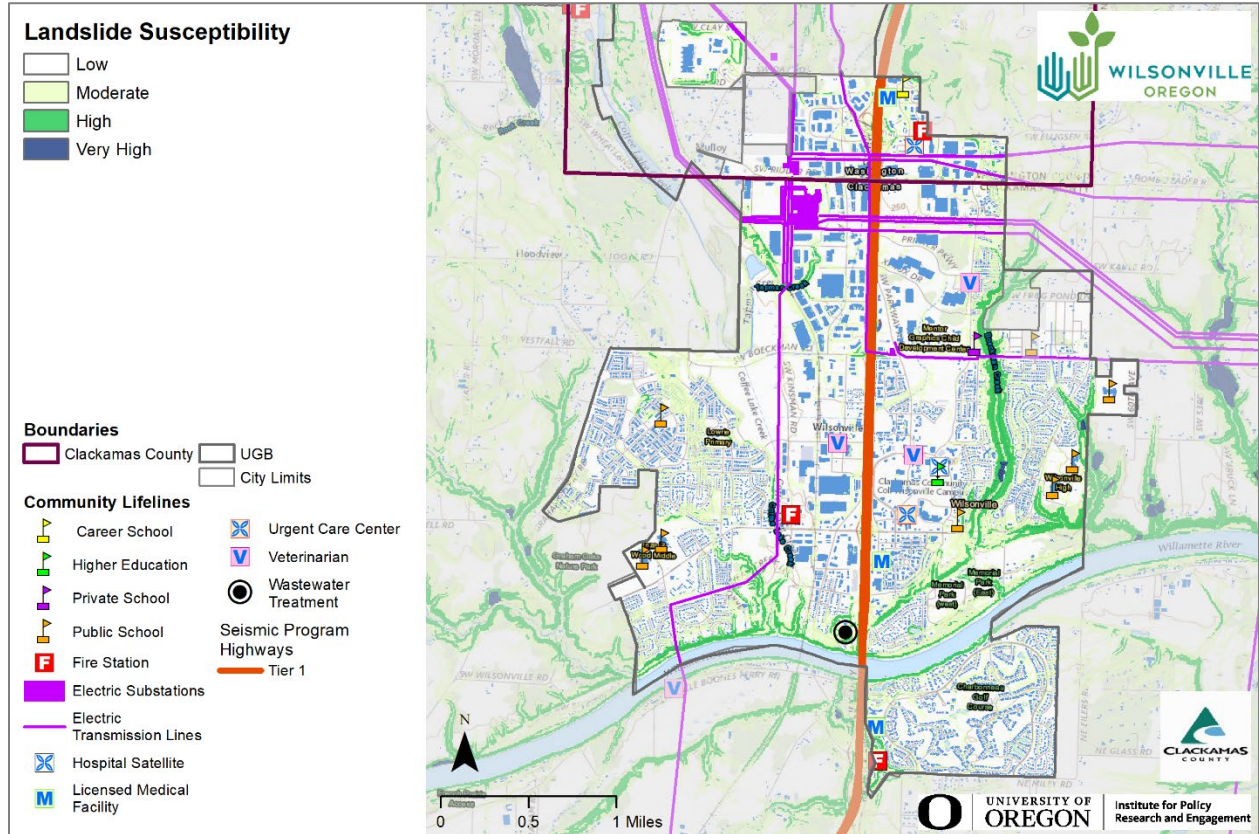
The **Risk Report** (DOGAMI, [2024](#))¹⁸ provides hazard analysis summary tables that identify populations and property countywide that are vulnerable to the landslide hazard.

¹⁷ DOGAMI. [Open-File Report, O-16-02](#), *Landslide Susceptibility Overview Map of Oregon* (2016)

¹⁸ DOGAMI, *Multi-Hazard Risk Report for Clackamas County, Oregon* (2024), Table A-37.

According to the Risk Report 91 buildings (no critical facilities) are exposed to the *high and very high landslide susceptibility* hazard for a total exposure of \$5.5 million (a building exposure ratio of about 1%). About 512 residents may be displaced by landslides (about 2% of the population).

Figure WA-5 Landslide Susceptibility Exposure



Source: Map created by Oregon Partnership for Disaster Resilience.
 Data: Oregon Department of Geology and Mineral Industries. Preparedness Framework Implementation Team (IRIS v3).
 Note: To view hazard detail click this [link](#) to access Oregon HazVu

Future Projections

Landslides are often triggered by rainfall when the soil becomes saturated. As a surrogate measure of landslide risk, the Oregon Climate Change Research Institute report presents a threshold based on recent precipitation (cumulative precipitation over the previous 3 days) and antecedent precipitation (cumulative precipitation on the 15 days prior to the previous 3 days). By the 2050s under the higher emissions scenario, the average number of days per year in Clackamas County on which the landslide risk threshold is exceeded is not projected to change substantially. However, landslide risk depends on multiple factors, and this metric, which is based on precipitation, does not reflect all aspects of the hazard. Additional triggers, such as earthquakes, wildfires, or development, can increase risks of landslides. Future development along slopes or adjacent to riverbanks will be a greater risk of impact from this hazard.

Severe Weather

Severe weather can account for a variety of intense, and potentially damaging hazard events. These events include extreme heat, windstorms, and winter storms. The following section describes the unique probability, and vulnerability of each identified weather hazard.

Extreme Heat

The HMAC determined that the City’s probability for extreme heat events is **high** and that their vulnerability is **moderate**. *These ratings did not change since the previous version of this NHMP.*

Volume I, Section 2 describes the characteristics of extreme heat, history, as well as the location, extent, and probability of a potential event within the region. Generally, an event that affects the County is likely to affect the City as well.

A severe heat episode or "heat wave" occurs about every two to three years, and typically lasting two to three days but can last as many as five days. A severe heat episode can be defined as consecutive days of upper 90s to around 100. Severe heat hazard in the Portland metro region can be described as the average number of days with temperatures greater than or equal to 90-degrees, or 100-degrees, Fahrenheit. On average the region experiences 13.6 days with temperatures above 90-degrees Fahrenheit, and 1.4 days above 100-degrees Fahrenheit, based on new 30-year climate averages (1981-2010) from the National Weather Service – Portland Weather Forecast Office.

The City of Wilsonville has experienced life-threatening consequences to vulnerable populations from recent extreme heat events. Changes in climate indicate that the area should expect to see more extreme heat events.

Future Projections

According to the Oregon Climate Change Research Institute “Future Climate Projections, Clackamas County,”¹⁹ the number, duration, and intensity of extreme heat events will increase as temperatures continue to warm. In Clackamas County, the number of extremely hot days (days on which the temperature is 90°F or higher) and the temperature on the hottest day of the year are projected to increase by the 2020s and 2050s under both the lower (RCP 4.5) and higher (RCP 8.5) emissions scenarios. The number of days per year with temperatures 90°F or higher is projected to increase by an average of 12 (range 3–21) by the 2050s, relative to the 1971–2000 historical baselines, under the higher emissions scenario. The temperature on the hottest day of the year is projected to increase by an average of about 7°F (range 2–11°F) by the 2050s. Higher temperatures and longer/more extreme heat events will have negative impacts upon vulnerable populations such as those over 65+, children, those living in older or temporary housing, and field workers.

Windstorm

The HMAC determined that the City’s probability for windstorm is **moderate** and that their vulnerability to windstorm is **low**. *These ratings did not change since the previous version of this NHMP.*

Volume I, Section 2 describes the characteristics of windstorm hazards, history, as well as the location, extent, and probability of a potential event within the region. Because windstorms typically occur during winter months, they are sometimes accompanied by flooding and winter storms (ice, freezing rain, and very rarely, snow). Other severe weather events that may accompany windstorms, including thunderstorms, hail, lightning strikes, and tornadoes are generally negligible for Wilsonville.

Volume I, Section 2 describes the impacts caused by windstorms, including power outages, downed trees, heavy precipitation, building damages, and storm-related debris. Additionally, transportation and economic disruptions result as well. Damage from high winds generally has resulted in downed utility lines, and trees usually limited to several localized areas. Electrical power can be out anywhere from a few hours to several days. Outdoor signs have also suffered damage. If the high winds are accompanied

¹⁹ Oregon Climate Change Research Institute, *Future Climate Projections, Clackamas County, Oregon*. February 2023.

by rain (which they often are), blowing leaves, and debris clog drainage-ways, which in turn may cause localized urban flooding.

Future Projections

Limited research suggests little if any change in the frequency and intensity of windstorms in the Northwest as a result of climate change. Those impacted by windstorms at present, including older residential or commercial developments with above-ground utilities, poor insulation or older construction, heavy tree canopies, or poor storm drainage, will continue to be impacted by windstorms in the future.

Winter Storm (Snow/Ice)

The HMAC determined that the City’s probability for winter storm is **moderate** and that their vulnerability to winter storm is **moderate**. *These ratings did not change since the previous version of this NHMP.*

Volume I, Section 2 describes the characteristics of winter storm hazards, history, as well as the location, extent, and probability of a potential event within the region. Severe winter storms can consist of rain, freezing rain, ice, snow, cold temperatures, and wind. They originate from troughs of low pressure offshore that ride along the jet stream during fall, winter, and early spring months. Severe winter storms affecting the City typically originate in the Gulf of Alaska or in the central Pacific Ocean. These storms are most common from November through March.

The biggest impact of winter storms is congestion on roadways. Interstate 5 bisects Wilsonville into east and west sections. When I-5 backs up many of Wilsonville’s transportation networks become congested. This is especially true if snow on I-5 is not plowed. Wilsonville has minimal construction on steep slopes but the Canyon Creek Apartment Complex has steep driveways which may be difficult to traverse in freezing weather.

Most winter storms typically do not cause significant damage, they are frequent, and have the potential to impact economic activity. Road and rail closures due to winter weather are an uncommon occurrence but can interrupt commuter and commercial traffic as noted above.

Future Projections

According to the Oregon Climate Change Research Institute “Future Climate Projections, Clackamas County,”²⁰ cold extremes will become less frequent and intense as the climate warms. In Clackamas County, the number of cold days (maximum temperature 32°F or lower) per year is projected to decrease by an average of 6 (range -3– -8) by the 2050s, relative to the 1971–2000 historical baselines, under the higher emissions scenario. The temperature on the coldest night of the year is projected to increase by an average of 6°F (range 0– 11°F) by the 2050s.

The intensity of extreme precipitation is expected to increase as the atmosphere warms and holds more water vapor. In Clackamas County, the number of days per year with at least 0.75 inches of precipitation is not projected to change substantially. However, by the 2050s, the amount of precipitation on the wettest day and wettest consecutive five days per year is projected to increase by an average of 15% (range 0–31%) and 10% (range -1–26%), respectively, relative to the 1971–2000 historical baselines, under the higher emissions scenario.

Vulnerable populations will be more likely to experience the negative impacts of winter storms in the future, particularly the unhoused and the elderly.

²⁰ Oregon Climate Change Research Institute, *Future Climate Projections, Clackamas County, Oregon*. February 2023.

Vulnerability Assessment

Due to insufficient data and resources, Wilsonville is currently unable to perform a quantitative risk assessment, or exposure analysis, for the extreme heat, windstorm, and winter storm hazards. For a list of facilities and infrastructure vulnerable to these hazards see the Community Assets Section and Table WA-4.

Volcanic Event

The HMAC determined that the City's probability for a volcanic event is **low** and that their vulnerability to a volcanic event is **low**. *These ratings did not change since the previous version of this NHMP.*

Volume I, Section 2 describes the characteristics of volcanic event hazards, history, as well as the location, extent, and probability of a potential event within the region. Volcanoes are located near Wilsonville, the closest of which are Mount Hood, Mount Adams, Mount Saint Helens, Mount Rainier, and the Three Sisters.

Vulnerability Assessment

Due to Wilsonville's relative distance from volcanoes, the city is unlikely to experience the immediate effects that eruptions have on surrounding areas (i.e., mud and debris flows, or lahars). Depending on wind patterns and which volcano erupts, however, the city may experience ashfall. The eruption of Mount St. Helens in 1980, for example, coated the Willamette Valley with a fine layer of ash. If Mount Hood erupts, however, the city could experience a heavier coating of ash.

Natural Hazard Risk Report for Clackamas County

The **Risk Report** (DOGAMI, [2024](#))²¹ provides hazard analysis summary tables that identify populations and property countywide that are vulnerable to the volcanic event (lahar) hazard.

The Risk Report did not identify population or property within the study area that may be impacted by the profiled volcanic event (lahar) hazard.

Future Projections

Although the science of volcano predictions is improving, it remains challenging to predict a potential volcanic event. Ash fall, which will be the greatest impact, will impact the entire County. Impacts will be felt hardest by property managers (ranches, farmers, etc.) and by those relying upon clean surface water (for drinking water production and irrigation).

Wildfire

The HMAC determined that the City's probability for wildfire is **moderate**, and that their vulnerability to wildfire is **moderate**. *These ratings did not change since the previous version of this NHMP.*

The [Clackamas County Community Wildfire Protection Plan](#) (CWPP) is hereby incorporated into this NHMP addendum by reference, and it will serve as the wildfire section for this addendum. The following presents a summary of key information; refer to the full CWPP for a complete description, and evaluation of the wildfire hazard. Information specific to Wilsonville is found in the following chapter: Chapter 9.13: Tualatin Valley Fire and Rescue.

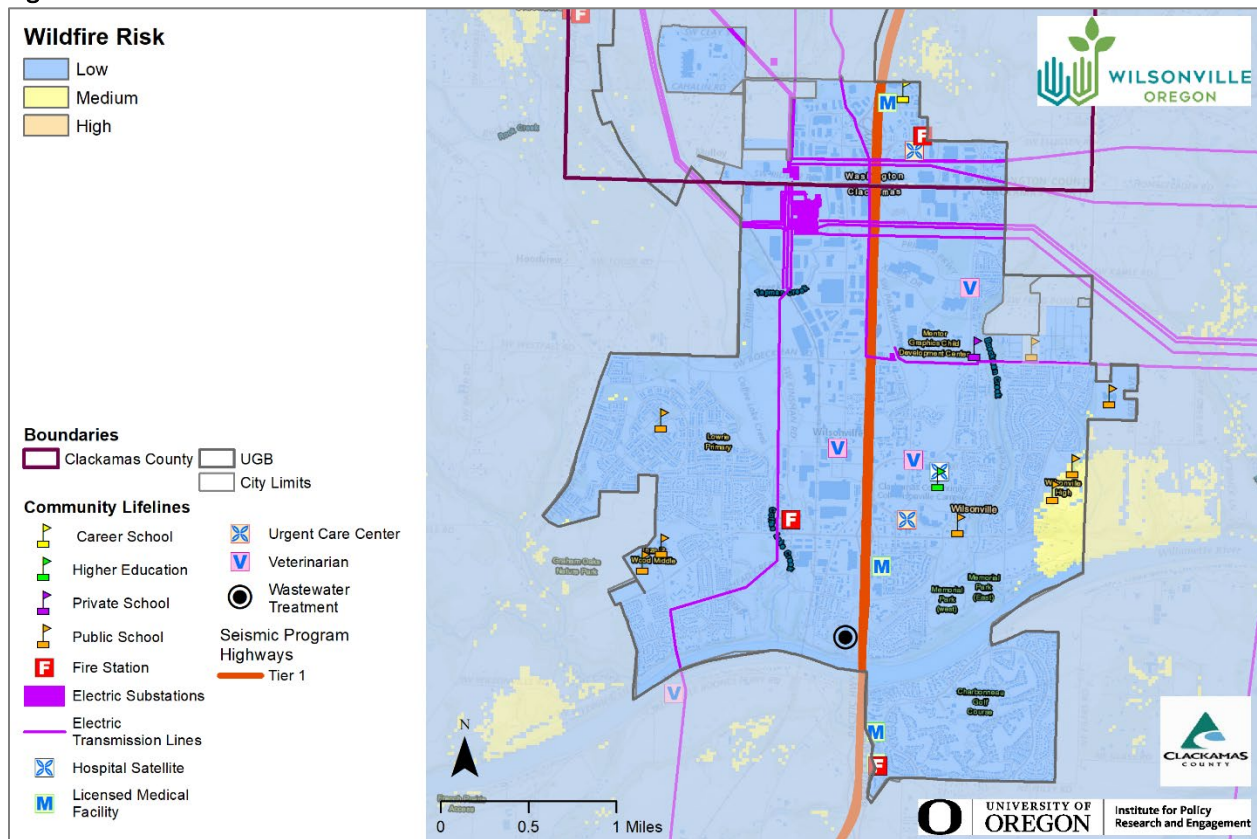
²¹ DOGAMI, *Multi-Hazard Risk Report for Clackamas County, Oregon* (2024), Table A-37.

Volume I, Section 2 describes the characteristics of wildland fire hazards, history, as well as the location, extent, and probability of a potential event within the region. The location and extent of a wildland fire vary depending on fuel, topography, and weather conditions.

Weather and urbanization conditions are primarily at cause for the hazard level. Wilsonville has not experienced a wildfire within City limits, but the city has abundant wooded areas that are a concern in the case of a wildfire event. Figure WA-6 shows overall wildfire risk in Wilsonville.

Clackamas County has two major physiographic regions: the Willamette River Valley in western Clackamas County and the Cascade Range Mountains in eastern and southern Clackamas County. The Willamette River Valley, which includes Wilsonville, is the most heavily populated portion of the county and is characterized by flat or gently hilly topography. The Cascade Range has a relatively small population and is characterized by heavily forested slopes. Eastern Clackamas County is at higher risk to wildfire than western portions of the county due to its dense forest land. Human caused fires are responsible for most fires in Clackamas County.

Figure WA-6 Wildfire Risk



The forested hills within, and surrounding Wilsonville are interface areas including the Beckman Creek Corridor, Xerox Woods, Burnerts Orchard, the Living Enrichment Center (LEC), Metro Graham Oaks Nature Park, the area north of Elligsen Road near fire station 56, and the area east of Wilsonville High

School, where access would be a problem. High and Medium Priority Communities at Risk (CARs) within the City include: Graham Oaks Nature Park (part of Ladd Hill CAR) and Boeckman Creek.²²

Most of the city has less severe (moderate or less) wildfire burn probability that includes expected flame lengths less than four feet under normal weather conditions.²³ However, conditions vary widely and with local topography, fuels, and local weather (including wind) conditions. Under warm, dry, windy, and drought conditions expect higher likelihood of fire starts, higher intensity, more ember activity, and a more difficult to control wildfire that will include more fire effects and impacts.

Vulnerability Assessment

The potential community impacts, and vulnerabilities described in Volume I, Section 2 are generally accurate for the City as well. Wilsonville’s fire response is addressed within the CWPP which assesses wildfire risk, maps wildland urban interface areas, and includes actions to mitigate wildfire risk. The City will update the City’s wildfire risk assessment if the fire plan presents better data during future updates (an action item is included to participate in future updates to the CWPP).

Property can be damaged or destroyed with one fire as structures, vegetation, and other flammables easily merge to become unpredictable, and hard to manage. Other factors that affect ability to effectively respond to a wildfire include access to the location, and to water, response time from the fire station, availability of personnel, and equipment, and weather (e.g., heat, low humidity, high winds, and drought).

Natural Hazard Risk Report for Clackamas County

The **Risk Report (DOGAMI, 2024)**²⁴ provides hazard analysis summary tables that identify populations and property countywide that are vulnerable to the wildfire hazard.

According to the Risk Report 49 buildings (no critical facilities) are exposed to the *high and (or) moderate (medium) risk wildfire* hazard for a total exposure of \$25.6 million replacement value (a building replacement value exposure ratio of less than 1%). About 235 residents may be displaced by wildfires (less than 1% of the population).

Future Projections

According to the Oregon Climate Change Research Institute “Future Climate Projections, Clackamas County,”²⁵ wildfire frequency, intensity, and area burned are projected to continue increasing in the Northwest. Wildfire risk, expressed as the average number of days per year on which fire danger is very high, is projected to increase in Clackamas County by 14 (range -6– 34) by the 2050s, relative to the historical baseline (1971–2000), under the higher emissions scenario. Similarly, the average number of days per year on which vapor pressure deficit is extreme is projected to increase by 29 (range 10–44) by the 2050s. Communities at risk to wildfire include those within the urban wildfire interface or along river or creek corridors, where fire can travel quickly. Communities will need to address growing wildfire risks if populations are not restricted from expanding further into higher risk areas.

²² Clackamas County Community Wildfire Protection Plan, *Wilsonville Fire Department* (2018), Table 10.13-1.

²³ [Oregon Wildfire Risk Explorer](#), date accessed November 9, 2018.

²⁴ DOGAMI, *Multi-Hazard Risk Report for Clackamas County, Oregon* (2024), Table A-37.

²⁵ Oregon Climate Change Research Institute, *Future Climate Projections, Clackamas County, Oregon*. February 2023.

Attachment A: Action Item Changes

Table WA-8 is an accounting of the status (complete or not complete) and major changes to actions since the previous NHMP. All actions were renumbered in this update to be consistent with other jurisdictions that are participating in the multi-jurisdictional NHMP. All actions marked not complete are ongoing, are still relevant, and are included in the updated action plan (Table WA-1).

Previous NHMP Actions that are Complete:

Multi-Hazard #2, “Integrate the goals and action items from the Natural Hazards Mitigation Plan into existing regulatory documents and programs, where appropriate.” Complete. Part of NHMP implementation program.

Previous NHMP Actions that are Not Complete and No Longer Relevant:

Flood #2, “Coordinate with the Oregon Department of Transportation (ODOT) to increase the capacity of culvert.” No longer relevant. Conducted as part of stormwater planning.

Table WA-7 Status of All Hazard Mitigation Actions in the Previous Plan

2018 Action Item	2024 Action Item	Status	Still Relevant? (Yes/No)
Multi-Hazard #1	#1	Not Complete	Yes
Multi-Hazard #2	-	Complete	No
Multi-Hazard #3	#2	Not Complete	Yes
Earthquake #1	#3	Not Complete	Yes
Earthquake #2	#4	Not Complete	Yes
Earthquake #3	#5	Not Complete	Yes
Earthquake #4	#6	Not Complete	Yes
Flood #1	#7	Not Complete	Yes
Flood #2	-	Complete	No
Flood #3	#8	Not Complete, revised	Yes
Severe Weather #1	#9	Not Complete	Yes
-	#10	New	-
Wildfire #1	#11	Not Complete	Yes

Attachment B: Public Involvement Summary

Members of the steering committee provided edits and updates to the NHMP prior to the public review period as reflected in the final document.

To provide the public information regarding the draft NHMP addendum, and provide an opportunity for comment, an announcement (see below) was provided from March 19, 2024 through April 16, 2024 on the City’s website via a link to the County’s website (February 26 – March 31, 2024). The plan was also posted and announced on the County’s website. There were no comments provided. Additional opportunities for stakeholders and the public to be involved in the planning process are addressed in Volume III, Appendix B.

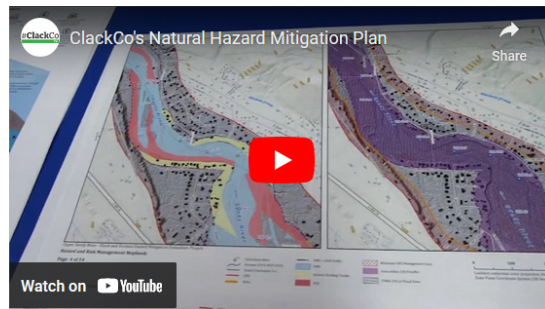
A diverse array of agencies and organizations were provided an opportunity to provide input to inform the plan’s content through a variety of mechanisms including the opportunity for comment on the draft plan. The agencies and organizations represent local and regional agencies involved in hazard mitigation activities, those that have the authority to regulate development, neighboring communities, representatives of businesses, academia, and other private organizations, and representatives of nonprofit organizations, including community-based organizations, that work directly with and/or provide support to underserved communities and socially vulnerable populations. For more information on the engagement strategy see Volume III, Appendix B.

County Website Posting



COMMUNITY

Natural Hazards Mitigation Plan



Clackamas County seeks public comment on update to Natural Hazard Mitigation Plan

Clackamas County is currently in the process of updating their existing Natural Hazard Mitigation Plan (NHMP). This work is being performed in cooperation with the University of Oregon's Institute for Policy Research and Engagement - Oregon Partnership for Disaster Resilience and the Oregon Department of Emergency Management utilizing funds obtained from the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program. With re-adoption of the plan, Clackamas County will maintain its eligibility to apply for federal funding towards natural hazard mitigation projects.

This local planning process includes a wide range of representatives from city and county government, emergency management personnel, and outreach to members of the public in the form of an electronic survey. This mitigation plan also affects the cities of Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville, and the special districts of Clackamas Fire District, Clackamas River Water, Colton Water District, and Oak Lodge Water Services.

Please submit comments by Friday, March 8, 2024 via email to ccdm@clackamas.us.



Draft plan by section

Draft 2024 Volume I – Clackamas County Natural Hazard Mitigation Plan

Draft 2024 Volume II – Jurisdictional Addenda

- Canby Addendum
- Clackamas Fire District Addendum
- Clackamas River Water Addendum
- Colton Addendum
- Estacada Addendum
- Gladstone Addendum
- Happy Valley Addendum
- Lake Oswego Addendum
- Milwaukie Addendum
- Molalla Addendum
- Oak Lodge Addendum
- Oregon City Addendum
- Sandy Addendum
- West Linn Addendum
- Wilsonville Addendum

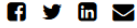
Draft 2024 Volume III – Annexes

- Mitigation Success Example
- Mitigation Factsheet

City Website Posting

[Home](#) / [Natural Hazards Mitigation Plan](#)

Natural Hazards Mitigation Plan



The City of Wilsonville is in the process of updating its Natural Hazards Mitigation Plan (NHMP), which provides a set of goals, action items, and resources designed to reduce risk from future natural disaster events.

This work is being performed in cooperation with the University of Oregon's Institute for Policy Research and Engagement - Oregon Partnership for Disaster Resilience and the Oregon Department of Emergency Management (OEM) utilizing funds obtained from the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program.

With re-adoption of the plan, the City of Wilsonville will maintain its eligibility to apply for federal funding toward natural hazard mitigation projects. The local planning process is informed by a wide range of representatives from city, special districts, and county government, emergency management personnel, as well as outreach to the public.

Engaging in mitigation activities provides jurisdictions with a number of benefits, including reduced loss of life, property, essential services, critical facilities, and economic hardship; reduced short-term and long-term recovery and reconstruction costs; increased cooperation and communication within the community through the planning process; and increased potential for state and federal funding for recovery and reconstruction projects.

An electronic version of the updated draft Wilsonville NHMP addendum is available for formal public comment until **April 16, 2024**. To view the draft plan, please visit this [link](#) or see PDF attached.

If you have any questions or wish to submit comments regarding the Wilsonville NHMP addendum or the update process in general, please contact: Martin Montalvo, Public Works Operations Manager, at (503) 570-1560 or montalvo@ci.wilsonville.or.us; or Michael Howard, Director for the Oregon Partnership for Disaster Resilience at (541) 346-8413 or mrhoward@uoregon.edu.

GUESTBOOK

Wilsonville NHMP Public Comment

An electronic version of the updated draft Wilsonville NHMP addendum is available for formal public comment beginning **March 19, 2024**. The public comment period will close on **April 16, 2024**. The City of Wilsonville is asking for public comment regarding this draft. To view the draft please visit this [link](#).

Who's Listening

Martin Montalvo

Public Works Operations Manager
City of Wilsonville



Phone (503) 570-1560

Email montalvo@ci.wilsonville.or.us

Documents

[Wilsonville Natural Hazards Mitigation Plan \(2.98 MB\) \(pdf\)](#)

HMAC

The Hazard Mitigation Advisory Committee (HMAC) members possessed familiarity with the community and how it is affected by natural hazard events. The HMAC guided the update process through several steps including goal confirmation and prioritization, action item review and development, and information sharing, to update the NHMP and to make the NHMP as comprehensive as possible. The steering committee met formally on the following date:

Meeting #1: March 20, 2023

During this meeting, the HMAC:

- Reviewed the previous NHMP, and were provided updates on hazard mitigation planning, the NHMP update process, and project timeline.
- Updated recent history of hazard events in the city.
- Reviewed and confirmed the County NHMP's mission and goals.
- Reviewed and provided feedback on the draft risk assessment update including community vulnerabilities and hazard information.
- Reviewed and updated their existing mitigation strategy (actions).
- Reviewed and updated their implementation and maintenance program.
- Discussed the NHMP public outreach strategy.

Meeting #2: December 11, 2023 (via remote conference)

During this meeting, the HMAC:

- Confirmed and provided feedback on the final draft risk assessment update including community vulnerabilities and hazard information provided by DOGAMI (Risk Report).
- Reviewed and confirmed the city's capabilities assessment.
- Reviewed, confirmed, and prioritized the city's mitigation strategies.



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: September 5, 2024</p>	<p>Subject: Resolution No. 3131 A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Musco Athletic Lighting, LLC. To Construct The Memorial Park Athletic Field Lighting Project.</p> <p>Staff Member: Dustin Schull, Parks Supervisor</p> <p>Department: Parks and Recreation</p>
<p>Action Required</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>Advisory Board/Commission Recommendation</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:</p>
<p>Staff Recommendation: Staff recommends Council adopt the Consent Agenda.</p>	
<p>Recommended Language for Motion: I move to adopt 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): Memorial Park Master Plan; Parks and Recreation Comprehensive Master Plan</p> <p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

A City of Wilsonville resolution approving a contract with Musco Athletic Lighting, LLC. in the amount of \$669,613 for the purchase and installation of lighting at the Memorial Park athletic fields, Capital Improvement Project (CIP) No. 9131.

EXECUTIVE SUMMARY:

The 2015 Memorial Park Master Plan includes a project to improve lighting at the athletic fields. Memorial Park is the largest park in the city and includes 5 (five) athletic fields. These fields are heavily utilized by athletic organizations for baseball, softball, and soccer. Improved lighting was a key priority that the community expressed during the master planning process for the Memorial Park Master Plan and the Park and Recreation Master. Given the expense associated with new lighting, the City has phased in this project over several years. This project will replace lighting on field four (4) and install lighting on field five (5). Lighting projects for fields one (1), two (2), and three (3) are planned in future years. Field 5 currently has no lighting. The City continually receives requests from athletic associations for increased field availability and lighting on field five (5), helps to accomplish this. Having lighting installed will increase the number of hours the field can be used by approximately 50 hours per year.

The new lighting will be LED dark sky compliant and consist of metal poles, which will increase the lifespan of the lights. The current light poles are made of wood and require ongoing maintenance of approximately \$3000/annually. Additionally, the current lighting does not comply with safety standards. The current lights were likely installed in 1995.

EXPECTED RESULTS:

Installation of lighting at Memorial Park athletic fields four (4) and five (5).

TIMELINE:

Construction is expected to begin in the Winter of 2024/2025.

CURRENT YEAR BUDGET IMPACTS:

The project is included in the fiscal year (FY) 2024-2025 budget (CIP #9131) and funded by the General Fund.

COMMUNITY INVOLVEMENT PROCESS:

The community engagement process for the Parks and Recreation Comprehensive Master Plan and Memorial Park Master Plan identified increased field capacity as a high priority to the community.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The installation of improved lighting on the athletic fields will expand user capacity and create a better user experience with upgraded technology.

ALTERNATIVES:

The alternative is to do nothing and keep the existing field lighting in Memorial Park.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3131
 - A. Contract
 - B. Map

RESOLUTION NO. 3131

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH MUSCO SPORTS LIGHTING, LLC., INC TO CONSTRUCT THE MEMORIAL PARK ATHLETIC FIELD LIGHTING PROJECT.

WHEREAS, the City of Wilsonville has identified the Memorial Park Athletic Field Lighting Project through The Memorial Park Master planning process; and

WHEREAS, the City of Wilsonville Parks and Recreation Department has identified this project as a key athletic space improvement; and

WHEREAS, the City is a member of the King County Directors' Association (KCDA); and

WHEREAS, (KCDA) provided procurement assistance for the Memorial Park Athletic Field Lighting Project, as described in the contract; and

WHEREAS, Musco Sports Lighting, LLC. is a vendor of KDCA; and

WHEREAS, Musco Sports Lighting, LLC represents that Musco Sports Lighting, LLC is qualified to perform the Memorial Park Athletic Lighting Project work, as described in the Construction Contract, attached hereto as Exhibit A.; and

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

Section 1. The City Manager is authorized to execute a Construction Contract with Musco Sports Lighting, LLC. for the Memorial Park Athletic Field Lighting Project, in a form substantially similar to the attached **Exhibit A.**

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 Musco Sports Lighting, LLC. for a not-to-exceed amount of \$669,613.00.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting on this 5th Day of September 2024, 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 Berry

Councilor Dunwell

Councilor Linville

EXHIBIT:

- A. Construction Contract Musco Athletic Lighting LLC, to conduct the Memorial Park Athletic Field Lighting Project.

**CITY OF WILSONVILLE
COOPERATIVE PROCUREMENT
CONSTRUCTION CONTRACT**

This Cooperative Procurement Construction Contract (“Contract”) for the Memorial Park Athletic Fields Lighting Project (“Project”) is made and entered into on this ____ day of July 2024 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Musco Sports Lighting, LLC.**, an Iowa limited liability company (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: KCDA Purchasing Cooperative Invitation for Bid #23-406 Sport Court and Field Lighting, dated November 9, 2022; Contractor’s bid submitted in response thereto; the KCDA Board of Directors Bid Award Recommendation, dated February 16, 2023; the KCDA Purchasing Cooperative award letter contract with Contractor, dated February 24, 2023, and all attachments and amendments thereto (the “KCDA Contract”); and the provisions of Oregon Revised Statutes (ORS) 279B and 279C, as more particularly set forth in this Contract. Any conflict between this Contract and the KCDA Contract shall be resolved in favor of this Contract. This Contract, the attached exhibits, and the KCDA Contract shall be collectively referred to as the “Contract Documents.” All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Scope of Work

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

Section 3. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than March 15, 2025, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 4. Contractor’s Work

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

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

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

Section 5. Contract Sum and Payment

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor the fixed price of SIX HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED THIRTEEN DOLLARS (\$669,613) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

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

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

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

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

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

Section 6. Prevailing Wages

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

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

Section 7. Filing of Certified Statement

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

Section 8. Reports to Department of Revenue

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

Section 9. City's Rights and Responsibilities

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

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

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

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

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

9.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2024-25. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 22**.

Section 10. City's Project Manager

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

Section 11. Contractor's Project Manager

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

Section 12. Project Information

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

Section 13. Duty to Inform

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

Section 14. Subcontractors and Assignments

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

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

Section 15. Contractor's Responsibilities

In addition to the obligations and responsibilities set forth in ORS 279C or any of the Contract Documents, Contractor agrees to the following terms and conditions:

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

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

specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

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

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

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

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

15.7. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation

of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.27. Contractor shall ensure that, upon completion of the Work, the premises where the Work was conducted are clean and restored to the same condition as when the Work commenced.

Section 16. Subcontractor Requirements

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

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

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

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

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

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

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

Section 17. Environmental Laws

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
Port Districts
County Service Districts
Water Districts

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

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

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

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

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

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

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

Section 18. Indemnity

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

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

Section 19. Insurance

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

19.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and

\$3,000,000 general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

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

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

19.1.4. Pollution Liability Coverage. Contractor shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the performance of this Contract. Contractor will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality (“DEQ”) and Federal Environmental Protection Agency (“EPA”) clean-up requirements. The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$2,000,000** general aggregate.

19.1.5. 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.

19.1.6. 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.

19.1.7. 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.

19.1.8. 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.

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

Section 20. Bonding Requirements

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

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

continuously until depleted by claims paid under ORS 279C.836, unless the surety sooner cancels the bond. Contractor further certifies that Contractor will include in every subcontract a provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

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

Section 21. Warranty

21.1. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all equipment for a period of twenty-five (25) years from the date of delivery 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 equipment occurring within said twenty-five (25) year period due to faulty or inadequate equipment. Delivery of the equipment shall occur no later than November 15, 2024.

21.2. Contractor fully warrants all Work for a period of twenty-five (25) years from the date of delivery of the equipment 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 twenty-five (25) years following the date of completion due to faulty or inadequate 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.

21.3. 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.

21.4. 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 22. Early Termination; Default

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

22.1.1. By mutual written consent of the parties;

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

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

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

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

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

Section 23. Suspension of Work

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

Section 24. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written

document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 5** of this Contract, or changes or modifies the Work described in the Contract Documents or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Contract, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

Section 25. Dispute Resolution

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

Section 26. Access to Records

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

Section 27. As-Built/Property of the City

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

Section 28. Notices

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

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

To Contractor: Musco Sports Lighting, LLC
Attn: Rick Charbonneau
100 1st Ave West
Oskaloosa, IA 52577

Section 29. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CITY:

MUSCO SPORTS LIGHTING, LLC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

Stephanie Davidson, Assistant City Attorney
City of Wilsonville, Oregon

Date: June 3rd, 2024
 Expiration date: August 3rd, 2024
 To: Dustin Schull

Project: Memorial Park Baseball/Softball
 Wilsonville, Oregon
 Musco Project Number: 228489

King County Directors Association
 Master Project: 221674, Contract Number: 23-406, Expiration: 02/28/2025
 Commodity: Sport Court and Field Lighting

All purchase orders should note the following:
 KCDA Purchase – Contract Number: 23-406

Quotation Price – Materials Delivered to Job Site and Installation

Fields #4 & 5

KCDA Contract Price – Field #4: Baseball 300' (50/30fc LSS).....	\$ 325,861.00
KCDA Contract Price – Field #5: Baseball 200' (50/30fc LSS).....	\$ 211,835.00
Adder: Electrical Installation.....	\$ 128,254.00
Adder for Bonding	\$ 3,663.00
Total	\$ 669,613.00

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels:
 - Baseball & Softball: 50fc Infield / 30fc Outfield and a uniformity of 2:1 Infield / 2.5:1 Outfield
- BallTracker™ technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description fields #4 & 5

- (10) Factory wired poletop luminaire assemblies
- (10) Pre-cast concrete bases with integrated lightning grounding
- (10) 60' & 70' Galvanized steel poles
- (8) Factory aimed and assembled TLC-LED-1500 luminaires
- (18) Factory aimed and assembled TLC-LED-1200 luminaires
- (10) Factory aimed and assembled TLC-LED-900 luminaires
- (10) Factory aimed and assembled TLC-BT-575 luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- UL Listed assemblies

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services



- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- **25-year materials and onsite labor warranty**

Installation Services Provided

- Deliver and unload Musco equipment
- Remove and dispose of the eight (8) existing wood poles, pole lighting, and hardware.
- Auger and set Musco pre-cast concrete foundation(s)
- Assemble and stand Musco equipment
- Trenching and backfill
- Conduit, wire, and in-ground boxes
- Supply and install Musco control cabinet(s) and wireless controller
- Wire, energize, and commission
- Site cleanup
- Testing and train staff

Scope of work:

The work shall be completed by, a licensed Electrical Contractor, Licensed in the State of Oregon, under contract to Musco Sports Lighting. The pricing includes removal of and disposal of the eight (8) existing wood poles including all lighting equipment and hardware. The wood poles will be cut off 2' below grade, then backfilled and graded. The eight (8) pole mounted transformers will be left onsite and disposed of by others.

The Light Structure System installation includes, delivering and unloading of the Musco equipment upon arrival to the job site, excavation of ten (10) augured holes, installation of ten (10) pre-cast concrete foundations and concrete backfill. Assembly and installation of ten (10) new galvanized steel poles, assembly and mounting of the luminaire assemblies, electrical enclosures and wiring harnesses on each of the 10 poles. Wiring for the Lighting System is from the luminaire assemblies down to the remote electrical enclosures at the base of each pole where they will be terminated on the Musco supplied disconnect breaker.

Trench around the field(s) to each new pole location and install a new in-ground box next to each pole. Install all new conduit from each ground box next to each new pole and from the inground boxes into each Musco pole base. Trenches will be backfilled with native material and compacted (final grading and seeding will be by others). Install new conduit (as required) from the existing distribution cabinet to the Musco control cabinet(s). Trenches will be backfilled with native material and compacted. Install new wiring from the existing distribution cabinet to the Musco control cabinet. Install new wiring from each new in-ground box to the remote electrical enclosure on each Musco pole, they will be landed on the Musco supplied disconnect. Make up all electrical connections, energize, commission and tested to ensure the entire system is operational.

Note that the transformer/service and the trenching, conduit, and wire from the service/transformer location to the distribution equipment is not included. The installation of the distribution equipment, control cabinet and commissioning are all included.

The Musco Control Cabinet(s) is to be installed next to or near the existing electrical distribution equipment. All wiring from the breakers in the distribution cabinet shall be terminated on the line side of each contactor in the control cabinet. The existing wiring from each pole shall be terminated on the load side of each contactor.

Notes:



This scope includes the heavy equipment needed to remove all existing lighting equipment and install the new Musco equipment. All materials necessary to protect the site from the heavy equipment needed to perform the work is included. We will take all precautions necessary to minimize damage to the site. The electrical permit is included; **any other required permits will be by others.**

It has been assumed that no alterations or repairs will be required to any transformers, distribution equipment, raceways or conductors. Any repairs or replacement of transformer, distribution panel(s) raceways and/or conductors will be considered an extra.

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC & KCDA:

Musco Sports Lighting, LLC
 Attn: Chris Hailey
 Fax: 800-374-6402
 Email: musco.contracts@musco.com

KCDA
 Attn: Thomas Kim
 Email: tkim@kcda.org

All purchase orders should note the following: KCDA purchase – Contract Number: 23-406

Delivery Timing

8 – 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

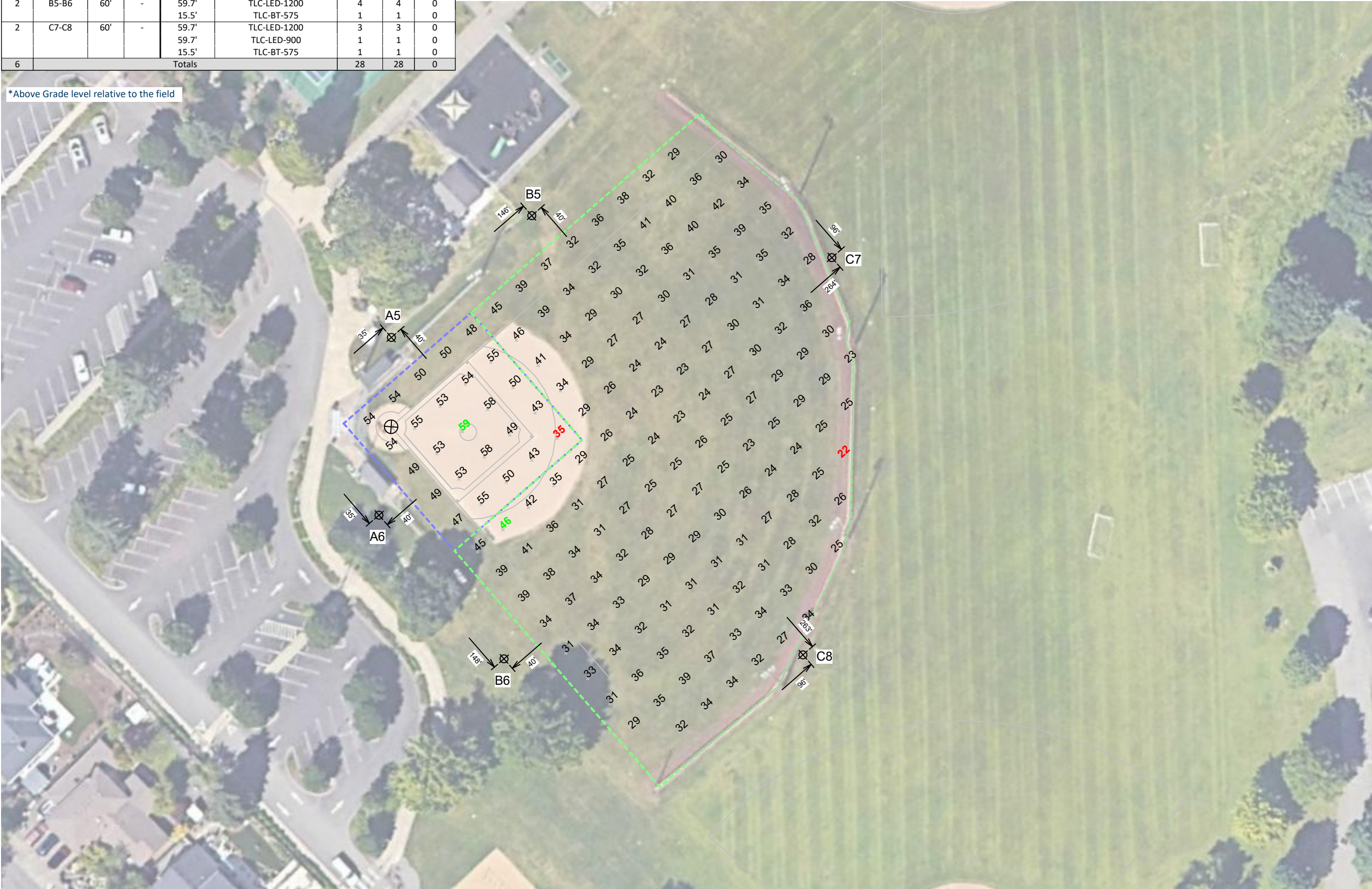
Quote is based on:

- Payment and performance bond included at \$5.50/1000
- Purchase orders are to be sent directly to the KCDA along with a copy of this quote.
- Shipment of entire project together to one location.
- Structural code and wind speed = 2018 IBC, 100mph, Exposure C, Importance Factor 1.0.
- **Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.**
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Field/ground protection provided by others.
- Reasonable access to poles provided by others.
- Light Levels and uniformities are guaranteed by MUSCO, any additional aiming required to meet the specified requirements shall be done by MUSCO.
- Confirmation of pole locations prior to production.



Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	A5-A6	60'	-	59.7'	TLC-LED-1200	1	1	0
				59.7'	TLC-LED-900	2	2	0
				15.5'	TLC-BT-575	1	1	0
2	B5-B6	60'	-	59.7'	TLC-LED-1200	4	4	0
				15.5'	TLC-BT-575	1	1	0
				59.7'	TLC-LED-1200	3	3	0
2	C7-C8	60'	-	59.7'	TLC-LED-900	1	1	0
				59.7'	TLC-LED-1200	3	3	0
				15.5'	TLC-BT-575	1	1	0
6	Totals					28	28	0

*Above Grade level relative to the field



SCALE IN FEET 1 : 60
 0' 60' 120'
 ENGINEERED DESIGN By: Vashon Alexander • File #228489B_R1 • 12-Jan-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Memorial Park SB BB Field Relight

Wilsonville, OR

Item 14.

Grid Summary	
Name	Field #4
Size	Irregular 261'/275'/267'
Spacing	20.0' x 20.0'
Height	3.0' above grade

	MAINTAINED HORIZONTAL FOOTCANDLES	
	Infield	Outfield
Guaranteed Average	50	30
Scan Average	51.19	31.35
Maximum	59	46
Minimum	35	22
Avg/Min	1.44	1.46
Guaranteed Max/Min	2	2.5
Max/Min	1.68	2.13
UG (adjacent pts)	1.21	1.28
CU	0.70	
No. of Points	25	146
LUMINAIRE INFORMATION		
Applied Circuits	D	
No. of Luminaires	28	
Total Load	27.45 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



We Make It Happen.

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Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	A7-A8	60'	-	59.7'	TLC-LED-1200	1	1	0
				59.7'	TLC-LED-900	2	2	0
				15.5'	TLC-BT-575	1	1	0
2	B7-B8	70'	-	70.3'	TLC-LED-1500	4	4	0
				15.5'	TLC-BT-575	1	1	0
4	Totals					18	18	0

*Above Grade level relative to the field



Memorial Park SB BB Field Relight

Wilsonville, OR

Item 14.

Grid Summary	
Name	Field #5
Size	200'/200'/200' - basepath 60'
Spacing	20.0' x 20.0'
Height	3.0' above grade

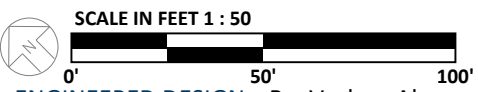
	MAINTAINED HORIZONTAL FOOTCANDLES	
	Infield	Outfield
Guaranteed Average	50	30
Scan Average	51.31	33.69
Maximum	60	47
Minimum	40	20
Avg/Min	1.28	1.65
Guaranteed Max/Min	2	2.5
Max/Min	1.50	2.29
UG (adjacent pts)	1.19	1.24
CU	0.63	
No. of Points	25	73
LUMINAIRE INFORMATION		
Applied Circuits	E	
No. of Luminaires	18	
Total Load	19.44 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: Vashon Alexander • File #228489B_R1 • 12-Jan-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗





**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: September 5, 2024		Subject: Resolution No. 3155 Authorizing the City Manager to Execute a Professional Services Agreement with Harper Houf Peterson Righellis Inc. (HHPR) to provide Engineering Consulting Services for the Brown Road Improvements Project (Capital Improvement Project No. 4216) Staff Member: Marissa P. Rauthause, PE, Civil Engineer Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Master Plan UU-03	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Professional Services Agreement (PSA) with Harper Houf Peterson Righellis Inc. (HHPR) in the amount of \$706,995.26 for engineering consulting services for the Brown Road Improvements Project (Capital Improvement Project No. 4216).

EXECUTIVE SUMMARY:

Brown Road is an existing collector roadway that connects the residential neighborhoods of the western portion of Wilsonville to the City's main arterial roadway, Wilsonville Road. The existing areas surrounding Brown Road are fully developed with a mix of residential uses and a City park. The existing Brown Road is characterized by a narrow right-of-way with limited space for expansion, consisting of transportation infrastructure ranging from rural, unimproved frontage to a mix of incremental sidewalk and on-street parking improvements constructed over many years as different properties developed. The result is an unconnected, inconsistent transportation facility that does not meet the needs of the surrounding community today.

The Brown Road Improvements (Project) represents the last transportation upgrade funded through the West Side Urban Renewal District, formed to help build out the transportation and infrastructure network needed to serve development of the Villebois neighborhood. This project includes upgrading Brown Road to more closely meet current City standards for a neighborhood collector roadway. The section to be improved is approximately 1,900 feet long and extends from Wilsonville Road to Evergreen Drive. The intersections at Wilsonville Road and Evergreen Drive are included in the scope of this project. Urban upgrades are needed to improve multi-modal connectivity by adding bike lanes, sidewalks, and turn lanes that accommodate access to adjacent neighborhoods. The location of the planned improvements are depicted in Attachment B – Vicinity Map.

A Request for Proposals (RFP) for engineering consulting services was issued on April 24, 2024. A total of eight (8) proposals were submitted by the May 28, 2024 deadline, and were subsequently evaluated by the City's selection review committee. Harper Houf Peterson Righellis Inc. (HHPR) was identified as the successful proposer in accordance with City and State procurement requirements for professional services over \$100,000.

HHPR will be responsible for delivering engineering design plans and construction documents which will be used to request bids from qualified contractors for the construction phase of the Project. The negotiated contract amount includes preliminary design, final design, public engagement, utility coordination and property acquisition services as detailed in **Exhibit A to Resolution No. 3155**. A contract amendment with HHPR to add construction engineering services, to be defined and costs negotiated, will follow completion of the engineering design work.

EXPECTED RESULTS:

Upgrade approximately 1900 feet of Brown Road to a neighborhood collector standard, improving multi-modal connectivity by adding bike lanes, sidewalks, and turn lanes that improve access to adjacent neighborhoods, while enhancing stormwater quality, street lighting, and pavement condition.

TIMELINE:

Upon execution of the professional services agreement, engineering design work is expected to begin and continue through the end of 2025. Construction is anticipated to begin in the first quarter of 2026 and be completed by the end of that year.

CURRENT YEAR BUDGET IMPACTS:

The adopted budget for fiscal year (FY) 2024-2025 includes funding for engineering design and overhead for the Project as summarized below.

CIP No.	Project Name	Funding Source	Adopted FY 24/25 Budget	Contract Amount
4216	Brown Road Improvements	Westside URA	\$2,205,000	\$706,995.26

The engineering design work is within the budgeted amount. This project is included in the City’s five-year capital improvement plan and will carry into the next fiscal year.

COMMUNITY INVOLVEMENT PROCESS:

The Brown Road Improvement project was identified as a high priority project through the last major update to the Wilsonville Transportation System Plan, which included an extensive community involvement process. Additional public outreach occurred as part of the West Side Urban Renewal Plan, where the Project was identified as a high priority community need to be funded through the urban renewal program.

As part of the Project, the consultant team will prepare a public engagement plan that includes strategies and desired outcomes for broad based, early, and continuing engagement of key stakeholders and the public. Additionally, the consultant team will prepare a demographic analysis for the area potentially affected by the project to understand the location of underserved communities and provide specific focus to those areas to include in the engagement opportunities.

The public engagement plan will outline the process for timely and accessible forums of public input, including in-person and online open houses, stakeholder meetings, public surveys, public events, etc. at a minimum of four key points in the project: pre-design, preliminary design, advance design, and pre-construction. Additional engagement will occur through *Let’s Talk, Wilsonville!*, Boones Ferry Messenger, project website, social media, mailers, and door hangers. The Public Engagement Plan will also outline secondary outreach mechanisms if participation is lower than anticipated or certain demographics are not being reached.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Project includes roadway and multi-modal improvements and overhead utility undergrounding necessary to provide safe and accessible transportation choices, improving the City's local transportation network and utility infrastructure, benefitting the community.

ALTERNATIVES:

Prior to beginning design of the project, the consultant team will perform engineering studies resulting in a preliminary design memo that will include discussion of project direction, feedback from community members, results of engineering studies, impacts to trees, accessibility upgrade needs, and any other important findings. Preliminary design figures will be prepared to evaluate proposed road sections, cross-section and alignment alternatives, and necessary accessibility upgrades to ensure the constructed transportation facilities are accessible, safe, and comfortable for all ages and abilities and meet the community's needs.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Vicinity Map
2. Resolution No. 3155
 - A. Brown Road Improvements Professional Services Agreement



Brown Road Improvements



VICINITY MAP
NTS

RESOLUTION NO. 3155

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HARPER HOUF PETERSON RIGHELLIS INC. (HHPR) FOR ENGINEERING CONSULTING SERVICES FOR THE BROWN ROAD IMPROVEMENTS PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 4216).

WHEREAS, the City has planned and budgeted for engineering design for Capital Improvement Project No. 4216, known as the Brown Road Improvement Project (the Project); and,

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

WHEREAS, Harper Houf Peterson Righellis Inc. (HHPR) submitted a proposal on May, 28, 2024, and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and,

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

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Harper Houf Peterson Righellis Inc. (HHPR) has provided a responsive and responsible proposal for engineering consulting services.

Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with HHPR for a not-to-exceed amount of \$706,995.26, which is substantially similar to **Exhibit A** attached hereto.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of September, 2024, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Brown Road Improvements Professional Services Agreement

EXHIBIT A

Contract No. 242360
CIP No. 4216

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the Brown Road Improvements Project (“Project”) is made and entered into on this ___ day of August 2024 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon, the **Urban Renewal Agency of the City of Wilsonville**, a political subdivision of the State of Oregon (hereinafter collectively referred to as the “City”), and **Harper Houf Peterson Righellis, Inc.**, an Oregon corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Agreement includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Engineering and Related Services Request for Proposals, dated April 24, 2024; Consultant’s Bid Submittal Form submitted in response thereto; and the provisions of Oregon Revised Statutes (ORS), as more particularly set forth in this Agreement. Consultant must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Consultant before proceeding with affected work. All Contract Documents should be read in concert and Consultant is required to bring any perceived inconsistencies to the attention of the City before executing this Agreement. In the event a provision of this Agreement conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Services

Consultant will perform the engineering services related to the design and coordination of urban upgrades to Brown Road from SW Wilsonville Road and SW Evergreen Drive, as more particularly described herein and in the other Contract Documents (the “Services”). Consultant shall diligently perform the Services according to the requirements identified in the Contract Documents.

Section 3. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than February 28, 2026, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 4. Consultant’s Services

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

4.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant’s reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant’s direction and control (“Force Majeure”). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing, but the City will not be responsible for any additional costs as a result of the Force Majeure event. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

4.3. The existence of this Agreement between the City and Consultant shall not be construed as the City’s promise or assurance that Consultant will be retained for future services beyond the scope of work described in the Contract Documents.

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

Section 5. Compensation

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Consultant on a time and materials basis, guaranteed not-to-exceed amount of SEVEN HUNDRED SIX THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS AND TWENTY-SIX CENTS (\$706,995.26) for performance of the Services (“Compensation Amount”). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. Consultant’s Rate Schedule is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

5.2. During the course of Consultant’s performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the scope of work described in the Contract Documents, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant’s Rate Schedule, as set forth in **Exhibit B**. Any additional services beyond the scope of work described in the Contract Documents, or any compensation above the amount shown in **Subsection 5.1**, requires a written Addendum executed in compliance with the provisions of **Section 18**.

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

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

5.5. Consultant’s Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

Section 6. City’s Rights and Responsibilities

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

6.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2023-24. If not completed within this fiscal year, funds may not be appropriated for the

next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 16**.

Section 7. City's Project Manager

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

Section 8. Consultant's Project Manager

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

Section 9. Project Information

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

Section 10. Duty to Inform

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

Section 11. Subcontractors and Assignments

11.1. Unless expressly authorized in **Exhibit A** or **Section 12** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of

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

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

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

Section 12. Consultant Is Independent Contractor

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

12.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 18** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

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

to, the provisions of this **Section 12** and meet the same insurance requirements of Consultant under this Agreement.

Section 13. Consultant Responsibilities

In addition to the responsibilities included in the Contract Documents, Contractor also agrees to the following, some of which may also be set forth in the Contract Documents:

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

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

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

Section 14. Indemnity

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

as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 14.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation resulting from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

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

Section 15. Insurance

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

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

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

omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

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

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

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

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

15.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at

least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

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

Section 16. Early Termination; Default

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

16.1.1. By mutual written consent of the parties;

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

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

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

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

16.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender

to the City items of work or portions thereof, referred to in **Section 20**, for which Consultant has received payment or the City has made payment.

Section 17. Suspension of Services

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

Section 18. Modification/Addendum

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

Section 19. Access to Records

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

Section 20. As-Builts/Property of the City

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

Section 21. Notices

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

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

To Consultant: Harper Houf Peterson Righellis, Inc.
 Attn: Ben Austin, Project Manager
 205 SE Spokane Street, Suite 200
 Portland, OR 97202

Section 22. Miscellaneous Provisions

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

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

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

22.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer

and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

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

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

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

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

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

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

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

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

days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY:

HARPER HOUF PETERSON RIGHELLIS, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

URBAN RENEWAL AGENCY:

URBAN RENEWAL AGENCY OF THE
CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Stephanie Davidson, Assistant City Attorney
City of Wilsonville, Oregon

Task 1 – Project Management

The Consultant shall manage all sub-consultants on the team, directing the flow of information between the Consultant team members and the City's project manager. Monthly billing and status reports will be clearly presented in an organized manner, with costs distributed among tasks and funding sources. For the purpose of this scope, the project is anticipated to last 18 months, beginning in September 2024 and being completed in February 2026. The Consultant shall provide services including the following items:

1. Organize and conduct Kick-off meeting at City Hall.
2. Prepare and provide updates as needed to the Project schedule.
3. Organize, lead, and conduct Project meetings twice a month during design. For the purpose of this scope this assumes 36 meetings, 27 virtual and 9 in person at the City of Wilsonville.
4. Coordinate various members of the Consultant team.
5. Communicate clearly and regularly with the City's project manager.
6. Submit monthly invoices/payment requests; separate costs by tasks.

Task 2 – Public EngagementTask 2.1 – Public Engagement Plan

The Consultant shall prepare a Public Engagement Plan that includes strategies and desired outcomes for broad based, early, and continuing engagement of key stakeholders and the public. The Public Engagement Plan will need to address unique outreach needs and opportunities of environmental justice/underserved communities in the area. Consultant shall prepare a demographic analysis for the area potentially affected by the project to understand the location of underserved communities and provide specific focus to those areas to include in the engagement opportunities.

The Public Engagement Plan shall outline the process for timely and accessible forums of public input, including in-person and online open houses, public surveys, public events, etc. at a minimum of four key points in the project, pre-design, preliminary design, advance design, and pre-construction. The Public Engagement Plan shall outline secondary outreach mechanisms if participation is lower than anticipated or certain demographics are not being reached. In addition, the Consultant shall plan on preparing presentations and attending at least two City Council meetings.

Public Engagement shall incorporate the City's existing public engagement tools, including Let's Talk, Wilsonville!, Boones Ferry Messenger, and social media platforms, utilizing these communication tools rather than paying for third party platforms.

Task 2.2 – Public Engagement Materials and Interested Parties List

Consultant shall prepare public information materials, including fact sheets, postcards, photographs, graphic illustrations, communications, exhibits, visualizations, presentations, surveys, summaries and other documents needed to support the activities outlined in the

Public Engagement Plan. Consultant maintain and update an interested parties list and coordinate with the City's project manager to disseminate project updates up to four times during the project.

Task 2.3 – Open Houses

Prepare materials for, lead, and participate in up to four public in-person and online open-house meetings in Wilsonville – one prior to performing engineering studies, one at the pre-design level, one at 60% design, and one prior to construction.

Task 2.4 -Council Updates

Prepare materials for and participate in two City Council meetings.

The City will develop and maintain the project website and upload consultant produced content and manage the community engagement webpage, as well as serve as the point of contact for media and public inquiries.

Deliverables

The project deliverables will include:

1. Demographics analysis identifying areas of underserved communities near the project limits.
2. Draft Public Engagement Plan
3. Final Public Engagement Plan incorporate City review comments.
4. All public information materials and project content.
5. Prepare public engagement summaries documenting outreach provided, demographics, and feedback for each of the four key phases of engagement.

Phase 1 – Preliminary Design

Task 3 – Project Planning and Surveying

All survey work and elevations on design plans shall be based on NAVD 88 Datum. The consultant team shall provide the following project planning and surveying services.

Task 3.1– Project Initial Research and Project Planning

1. The City will provide Consultant with the following information in electronic format prior to the Project Kick-Off Meeting for their review.
 - a. City of Wilsonville 2017 Public Works Standards and Detail Drawings;
 - b. As-built record drawing information, as available;
 - c. Other pertinent information requested by Consultant, as available;
2. Consultant will request maps from all utility companies that have utilities within the subject area.
3. The Oregon Utility Notification Center will be contacted to field mark utilities throughout the subject area.
4. Consultant will thoroughly review all as-builts or record drawings, utility company

information, and GIS maps.

5. Consultant will conduct survey research necessary to perform the field surveying tasks and resolve right of ways, property boundaries, and adjacent easements of record.

Deliverables

The project deliverables will include:

1. A Memo summarizing Public Input and Project Planning Team Meetings to document preliminary design approach based on pre-design public and City feedback.

Task 3.2 – Right-of-Way/Easement Surveying and Legal Descriptions

Consultant will perform surveying necessary to accurately locate the existing right-of-way lines and relevant easements. At a minimum, surveying will include the following:

1. Reviewing record of surveys, plats, and deed documents of adjacent ownerships.
2. Establishing property, right-of-way, and easement lines adjacent to the project.
3. Prepare legal descriptions and exhibits for all right-of-way and easements required for the project. Obtain title reports for the respective parcels.

Deliverables

The project deliverables will include:

1. Title reports, Legal descriptions and Exhibits for areas needed to be acquired for right-of- way or easement acquisition.

Task 3.3 – Site/Topographic/Design Surveying

Consultant will perform necessary site, topographic, and design surveying services for the Project Area as determined by the Consultant and the City. At a minimum, surveying and potholing will include the following:

1. Establishing a horizontal and vertical survey control network.
2. Referencing the network and all mapping to the City of Wilsonville approved vertical datum.
3. Surveying and preparing a map showing the following:
 - a. Locations, rim elevations, and invert elevations (of pipes) for all sanitary sewer and storm manholes within the project area
 - b. Locations and top of valve nut elevations for water valves, locations and box rim elevations for meter boxes, hydrants, blow-offs, air releases, and all other appurtenances.
 - c. Utility poles, meters and overhead wires (including heights)
 - d. Located underground utilities and associated appurtenances and valves, and irrigation systems
 - e. Crown line of streets
 - f. Edge of pavement and top face of curb – If a non-standard curb exists, survey top back of curb.

- g. Fences, mailboxes, street lights, trees, and other street side structures
 - h. Striping and signage
 - i. Sidewalks, curb ramps, and driveways
 - j. Retaining walls
 - a. Trees (measuring 6" diameter and larger located within the Project Area and within a 25' buffer of the project in heavily treed portions of the site including the northeast corner of the intersection of Brown Road and Wilsonville Road and along Tranquil Park; survey crew shall attach numbered tags to trees corresponding with tree survey point numbers.)
 - b. Other important topographic features
 - c. Photos of site conditions
4. The extents of the survey work will be as necessary to adequately design the proposed improvements.

Deliverables

The project deliverables will include:

1. Survey data will be compiled in digital format and a digital terrain model will be created which can be used for design purposes. Digital terrain model (DTM) in AutoCAD DWG format complete with all external references such that the DTM is fully usable by the City without additional software or reference data.
2. An existing conditions map, stamped by a Professional Land Surveyor registered in Oregon, will be prepared showing all the above items.
3. The project deliverable will be a complete summary report of the existing conditions. This document will include:
 - a. An existing conditions survey map
 - b. Raw field survey data and field notes
 - c. Digital terrain model in AutoCAD format complete with all external references such that the DTM is fully usable by the City without additional software or reference data
 - d. Pre-Construction Record of Survey (including map and narrative) recorded with the Clackamas County Surveyors Office
 - e. Utility locate ticket numbers and maps provided by utility carriers
 - f. Site photographs

Task 3.4 – Potholing

Consultant will perform necessary potholing in the Project Area to verify depth, location, size, and material type of existing utilities as determined by the Consultant and the City. Since the exact extent of pothole excavation is not yet known, this scope includes a budget of \$10,000 for pothole excavation work and assumes one field days of survey crew to survey the pothole locations. Potholing using a vactor excavation truck shall be conducted to verify depth, location, size, and material type of existing utilities as determined by the Consultant and the City. Potholes will be backfilled per city standards.

Deliverables

The project deliverables will include:

1. Pothole contractor exhibit maps
2. Surveyed pothole locations incorporated into topographic base map.

Task 3.5 – Legal Descriptions and Exhibits

Consultant shall prepare legal descriptions and exhibit maps for up to 18 parcels.

Deliverables

The project deliverables will include:

1. Up to 18 legal descriptions and exhibit maps.

Task 3.6 – Pre-Construction Record of Survey

The purpose of a pre-survey is to locate all existing monuments of record within the project limits to ensure that if they are destroyed during construction, they can be re-set. Consultant shall prepare a Pre-Construction Record of Survey to meet the requirement of ORS 209.155. The Pre- Construction Survey will include the location and description of all survey monuments that may be disturbed or destroyed during construction, existing right-of-way, controlling centerlines, survey control network, and proposed centerline.

At a minimum, surveying will include the following:

1. Locations of all survey monuments that may be disturbed or destroyed by construction.
2. Descriptions of all located survey monuments.

Deliverables

The project deliverables will include:

1. A Pre-Construction Record of Survey to meet the requirement of ORS 209.155 as described in Task 3.4.

Task 4 – Tree Evaluation

In accordance with City of Wilsonville requirements, Consultant’s Project Arborist will assess surveyed trees in terms of species, diameter, crown radius, health and windthrow resistance, and identify high quality significant trees as priorities to preserve and protect. Consultant will coordinate with the Project Arborist throughout all phases of design to develop tree removal and protection recommendations. Consultant will schedule one on-site meeting with the Project Arborist to review the tree assessment and discuss alternatives to inform the Preliminary Design Memo and Figures. A second on-site meeting with the Project Arborist is included to review and discuss the 30% Design Tree Plan in terms of potential tree impacts and arborist recommendations for tree protection.

Deliverables

The project deliverables will include:

1. Tree inventory data and tree survey mark-up identifying significant trees
2. Tree protection specifications

3. Final tree inventory data including treatments to remove and retain trees

Task 5 – Geotechnical Investigation

Consultant or their sub-consultant shall perform a geotechnical investigation of the project site to assist the Consultant in determining the pavement structural design and retaining structures below 5 feet in height required as part of the project. Geotechnical investigation shall be developed in coordination with City's Project Manager, but in general will include the following components:

- a. Complete a generalized distress survey of the road sections. Provide recommendations for pavement areas that may require repair prior to rehabilitation.
- b. Provide traffic control and traffic control plans when required for testing. It is assumed permitting requirements and fees will be managed by City personnel.
- c. Complete falling weight deflectometer (FWD) testing for each street segment in the outside wheel track of the main travel lanes
- d. Explore subsurface conditions in the existing pavement by completing five borings.
 - i. Borings to be to a depth of up to three (3) feet below ground surface (BGS).
 - ii. Two of the borings may be extended to 10 feet if required for retaining wall design parameters, if required.
 - iii. Pavement at the surface will be patched with a polymer modified patching material.
- e. Maintain a detailed log of the explorations. Obtain samples of the pavement, base, and subgrade materials encountered and perform laboratory testing including moisture content, Atterberg limits, and material passing a U.S. Standard No. 200 sieve.
- f. Obtain 48-hour traffic classification counts through subcontractor at a total of four locations
- g. Evaluate pavement thickness and distress pavement core data.
- h. Estimate pavement thickness from a review of subsurface explorations and GPR data analysis.
- i. Analyze FWD, and subsurface data to estimate existing pavement capacity.
- j. Calculate estimated pavement equivalent single axle loads (ESAL) based on the traffic classification count data.
- k. Provide recommendations for pavement preservation based on existing pavement condition, pavement capacity, and required pavement capacity based on ESAL results.

Deliverables

Provide a DRAFT and FINAL Pavement Design Report summarizing our findings and recommendations including the following:

- a. Summary of work
- b. Plan showing exploration locations
- c. Soil logs and soil testing results
- d. Recommendations for AC structural sections for the roadways including new sections for roadway widening and rehabilitation recommendations for existing sections.

- e. Site preparation, excavation, cut and fill slopes, structural fill material, fill placement, compaction, and wet weather construction recommendations as needed
- f. Retaining structures as needed.

Task 6 – Transportation Engineering

Consultant shall provide transportation analysis and design engineering services as summarized in the following sub-tasks.

Task 6.1 – Transportation Analysis

Consultant or their sub-consultant shall perform a transportation evaluation for the project area to assist the Consultant in determine road alignment, traffic control devices (stop signs vs. roundabouts), turn pocket locations, and intersection improvements. Traffic studies shall be developed in coordination with City’s Project Manager.

Consultant shall collect the following traffic data:

- One 24-hour vehicle count (including vehicle classifications and travel speed) along Brown Road.
- AM (7:00 to 9:00 a.m.) and PM (4:00 to 6:00 p.m.) peak hour turn movement counts at the following intersections:
 - SW Wilsonville Road/SW Brown Road
 - SW Brown Road/SW Camelot Street
 - SW Brown Road/SW Parkwood Lane
- Crash data from (most recent 5 years of data)
- Other

Consultant shall conduct AM and PM peak traffic analysis for both existing conditions and future conditions (approximately 20 years in the future) at the following locations:

- SW Wilsonville Road/SW Brown Road
- SW Brown Road/SW Camelot Street
- SW Brown Road/SW Parkwood Lane

Future traffic volumes must be based on the currently approved City of Wilsonville travel demand model.

Capacity analysis must be based on current Highway Capacity Manual (“HCM”) methodology.

Deliverables

The project deliverables will include:

1. Traffic study including the following at a minimum:
 - a. Summary of work
 - b. Recommendations for road alignment and cross section alternatives analysis
 - c. Turn pocket (if any) and storage needs at study intersections
 - d. Traffic signal upgrades
 - e. Intersection improvements/traffic control devices, including potential mini roundabouts at SW Parkwood Lane and SW Camelot Street.

6.2 Traffic Signal Modification Design

Consultant shall prepare plans, specifications and construction cost estimate (“PS&E”) for the modification of the existing traffic signal at the Wilsonville Road/Brown Road intersection.

All traffic signal plans and specifications must conform to Manual on Uniform Traffic Control Devices (“MUTCD”), ODOT, Clackamas County, and National Electric Code (“NEC”) standards as applicable. Consultant shall coordinate with the utility for service connections.

Plans and specifications shall include locating pedestrian push buttons to meet current MUTCD and ADA standards, in accordance with the ODOT Signal Design Manual, Agency standards, the ODOT Signal Policy and Guidelines, and applicable ODOT standard drawings.

This task assumes there will be no impacts to the existing traffic signal cabinet or traffic signal interconnect conduit or wiring.

The following plan sheets are anticipated to be completed with this task:

- Traffic Signal Legend (1 Sheet; NTS)
- Traffic Signal Modification Plan (1 Sheet; 1”=20’)
- Traffic Signal Detection Plan (1 Sheet; 1”=40’)
- Traffic Signal Pole Entrance Chart (1 Sheet; NTS)
- Traffic Signal Details (2 Sheet; NTS)

Deliverables

Consultant shall provide:

- 60% Traffic Signal Modification plans and cost estimate included in (Task 10.3)
- 90% Traffic Signal Modification plans, special provisions, and cost estimate (Task 10.5)
- Final Traffic Signal Modification plans, special provisions, and cost estimate included in Final PS&E Package submittal (Task 10.7)

6.3 – Modified Traffic Signal Cabinet Print

Sub-consultant shall prepare modified Traffic Signal Cabinet prints for the traffic signal at Wilsonville Road/Brown Road. The following plan sheets are anticipated to be completed with this task. This plans will not be submitted as part of the typical PS&E deliverables. The cabinet prints will be submitted directly to Clackamas County Traffic Signal staff for review and comment.

- Wilsonville Road/Brown Road Traffic Signal Cabinet Print (1 Sheet; NTS)

Deliverables

- 90% Traffic Signal Cabinet Print plans (Task 10.5).
- Final Traffic Signal Cabinet Print plans (Task 10.7).

6.4 Permanent Signing and Pavement Markings

Consultant shall prepare plans, specifications, and construction cost estimates for the permanent signing and pavement markings associated with the proposed improvements. The design must be completed in accordance with applicable MUTCD, ODOT, and Agency standards. The following plan sheets are anticipated to be completed with this task.

- Brown Road Permanent Signing & Pavement Marking Plans (2 Sheets; 1"=40')
- Wilsonville Road Permanent Signing & Pavement Marking Plan (1 Sheet; 1"=40')
- Permanent Signing and Striping Details (2 Sheets; NTS)

Deliverables

Consultant shall provide:

- 60% permanent signing and pavement markings and cost estimate (Task 10.3)
- 90% permanent signing and pavement markings plans, special provisions, and cost estimate (Task 10.5)
- Final permanent signing and pavement markings plans, special provisions, and cost estimate (Task 10.7)

6.5 Illumination Design

Consultant shall prepare plans, specifications, and construction cost estimates for the construction of an illumination system within Project area. Consultant shall conduct lighting analysis to determine appropriate light pole layout (pole spacing, mounting heights, and wattages) to meet current Agency standards for light levels. Street lighting plans and specifications shall conform to the NEC, PGE, and Clackamas County electrical standards as applicable. Consultant shall coordinate with utility for service connections.

The following plan sheets are anticipated to be completed with this task:

- Illumination Legend (1 Sheet; NTS)

- Brown Road Illumination Plan (2 Sheets; 1"=40')

Deliverables

Consultant shall provide:

- Technical Memorandum and narrative summarizing the results of lighting analysis included in 30% submittal (Task 10.1)
- 60% Illumination plans and cost estimate (Task 10.3)
- 90% Illumination plans, special provisions, and cost estimate (Task 10.5)
- Final Illumination plans, special provisions, and cost estimate (Task 10.7)

6.6 Traffic Control and TPAR Plans ("TCPs and TPARs")

Consultant shall prepare and submit PS&E for temporary traffic control to accommodate the public during construction. Consultant shall develop plans and specifications to accommodate vehicle, bicycle and pedestrian traffic during construction. ODOT or Agency standard plans must be referenced where possible.

Consultant shall prepare a work zone traffic analysis to determine delay estimates, impacts of lane closures and other mobility restrictions.

Consultant's TCPs must indicate such elements as traffic control sequencing, work zone limits, transitions, traffic control devices, signage, detours and staging cross sections (where applicable), and work zone details for vehicles, bicycles and pedestrians.

Consultant shall prepare a Temporary Pedestrian Accessible Route Plan ("TPARP") as part of the TCPs. The TPARP must include a pedestrian route through or around each work area that is equal to or better than the route that was there before construction.

TCPs must meet MUTCD, ODOT, and Agency requirements. The following plan sheets are anticipated to be completed with this task:

- Advanced Area Signing Plan (2 Sheets; NTS)
- TPARP Plans (2 Sheets; NTS)
- Brown Road Traffic Control Plans (2 Sheets; NTS)
- Traffic Control Legend and Detail Plan (1 Sheet; NTS)

Deliverables

Consultant shall provide:

- 60% TCPs and TPARs and cost estimate (Task 10.3)
- 90% TCPs, TPARs, special provisions, and cost estimate (Task 10.5)
- Final TCPs, TPARs, special provisions, and cost estimate (Task 10.7)

Task 7 – Preliminary Engineering, Alternatives Analysis, and Recommendation (30% Design)

After engineering studies and survey have been completed, the Consultant shall prepare a preliminary design memo with preliminary design figures. The Consultant shall provide the following items:

1. Preliminary design memo shall include discussion of project direction, feedback from community open house prior to engineering studies, discussion of conclusions from engineering studies, discussion of impacts to trees, discussion of accessibility upgrades required, and any other important findings.
2. Preliminary design figures shall include proposed road sections, cross-section alternatives along alignment, intersection configurations including mini roundabouts at SW Parkwood Lane and SW Camelot Street, alternatives for preservation of significant trees, locations of accessibility upgrades, and approximate alignments and relocations.
3. Receive City approval for major design assumptions
4. Identify locations and quantity of likely ROW and easement acquisitions and exhibits for the Project
5. Prepare planning level cost estimates for construction of improvements
6. Prepare estimates for land acquisition required. The Consultant will work with the City to determine appropriate unit costs.

Deliverables

The project deliverables will include:

1. Preliminary design memo with engineering studies attached
2. 30% Design Strip map
3. 30% Construction Cost Estimate

Phase 2 – Design, Public Involvement, and Easement Acquisition

Task 8 – Stormwater Analysis

Once the consultant has evaluated Stormwater options and needs, the consultant shall prepare a Stormwater Drainage Report in conformance with the current City of Wilsonville Public Works Standards. The Draft Stormwater Drainage Report shall be submitted prior to or with submittal of the 60% Design Plans. Stormwater design shall incorporate low impact design standards shall be in conformance with the 2012 Stormwater Master Plan and the 2017 Public Works Standards. Consultant shall make any corrections to the report based on comments by City staff.

Deliverables

The project deliverables will include:

1. Submit a draft copy Stormwater Drainage Report for review by City staff.
2. Submit a final copy Stormwater Drainage Report.

Task 9 – Utility Coordination & Relocation

Consultant shall identify and locate utilities within the Project limits, initiate contacts with

utilities, and coordinate relocations needed for the construction of the Project. Underground utilities will be potholed to verify location, material, size, and depth (see task 3.4). The City's project manager will be the primary contact for utility coordination. Consultant shall schedule, attend, and document regular utility coordination meetings during design of the project. For the purpose of this scope, we anticipate up to 5 virtual utility coordination meetings and three on-site coordination meetings with utility providers to coordinate relocation and undergrounding plans.

Consultant shall prepare required utility notification letters for each utility found in potential conflict with the proposed design.

Task 10– Final Design and Bid Documents, 60%, 90%, and 100% Plans

Once Preliminary engineering and design has been approved by the City and public concerns are addressed, Final Design for the project may commence. The purpose of the final design is to prepare the final construction documents necessary to construct the required road improvements.

Task 10.1 – Alternatives Analysis/30% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 30% design review meeting after receipt and review of City 30% review comments. Meetings may be held virtually or at Wilsonville City Hall.

Deliverables

The Project deliverables will include:

1. Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date.
2. Project Team Meeting minutes.

Task 10.2 – 60% Design Plans and Bid Documents

Consultant shall prepare a complete set of 60% design plans and cost estimate that incorporate comments from the 30% submittal. Plan sheets of the 60% plan set shall include, but is not limited to:

1. Cover Sheet
2. Legend and Construction Notes
3. Existing Conditions Plan
4. Tree Removal and Protection Plan with Notes
5. Erosion Control Plan
6. Geometry and Paving Plan
7. Composite Utility Plan
8. Street Plan and Profile
9. Street Details, Curb>Returns, Driveways and Cross-Sections
10. Storm Water Plan and Profile
11. Applicable City of Wilsonville Detail Drawings
12. Franchise Utility Plan

13. Traffic Signal Modification Plans
14. Striping and Signage Plans
15. Illumination Plans
16. Traffic Control and TPAR Plans
17. Detour Plans
18. Landscape Plan

Consultant shall prepare, in collaboration with City Project Manager, Project Special Provisions for Project based on 2018 ODOT Standard Specifications and 2017 Wilsonville Public Works Standards. City will provide standard Wilsonville Special Provisions for inclusion in the project special provisions.

Consultant shall prepare legal descriptions and exhibits for up to 18 parcels.

City will add 60% plan review comments to comment log. Consultant shall update comment log by providing a response to each comment and submit with the 90% construction documents.

Deliverables

The Project deliverables will include:

1. Updated comment log with Consultant responses to each comment.
2. 60% plan set in half-size (11"x17") electronic (PDF) format.
3. 60% project special provisions.
4. 60% bid schedule and bid item descriptions.
5. 60% Engineer's construction cost estimate.
6. Right of Way Legal Descriptions and Exhibits

Task 10.3 – 60% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for two (2) meetings

1. 60% design review meeting after receipt and review of City 60% review comments. Meetings may be held virtually or at Wilsonville City Hall.

Deliverables

The Project deliverables will include:

1. Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date.
2. Project Team Meeting minutes.

Task 10.4 – 90% Design Plans and Bid Documents

Consultant shall prepare a complete set of 90% plans, project special provisions, and cost estimate based on comments received during the 60% design review meetings and public input.

City will add 90% plan review comments to comment log. Consultant shall update comment log by providing a response to each comment and submit with the 100% construction documents.

Deliverables

The Project deliverables will include:

1. Updated comment log with Consultant responses to each comment.
2. 90% plan set in half-size (11"x17") electronic (PDF) format.
3. 90% project special provisions.
4. 90% bid schedule and bid item descriptions.
5. 90% Engineer's construction cost estimate.

Task 10.5 – 90% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 90% design review meeting after receipt and review of City 90% review comments. Meetings may be held virtually or at Wilsonville City Hall.

Deliverables

The Project deliverables will include:

1. Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date.
2. Project Team Meeting minutes.

Task 10.6 – 100% Design Plans and Bid Documents

Following review of the 90% Design Plans, Consultant will make any revisions based on comments received from the City and re-submit the 100% Street Design, Bid Sheet, Project Special Provisions and Engineer's Construction Cost Estimate to the City for bidding.

Deliverables

The Project deliverables will include:

1. Updated comment log with Consultant responses to each comment.
2. Final engineering plan set in both full size (22"x34") and half-size (11"x17") electronic (PDF) format digitally stamped and signed by a Professional Engineer registered in the State of Oregon.
3. Final project special provisions.
4. Final bid schedule and bid item descriptions.
5. Final engineer's construction cost estimate.

Task 11– Right-of-Way and Easement Acquisition Support

Task 11.1 Right-of-Way Staking and Legal Description Updates

Consultant will be responsible for identifying location of right-of-way and permanent and temporary easements needed for the project appraisals.

Deliverables

The Project deliverables will include:

1. Provide surveyed field staking of up to 18 legal descriptions showing the right-of-way and easement lines of property to be acquired in coordination with the City's property assessor and right-of-way agent. It is assumed that all staking will be done at one time.

Phase 3 – Construction Engineering Services

The scope of work for Construction Engineering Services will be refined and finalized during negotiations at a later date.

City Responsibilities

1. Provide electronic copies of City's Current Public Works Standards, City Modifications to the 2018 ODOT Special Provisions, Storm Water Master Plan, and Transportation System Plan.
2. Provide as-built record drawings and/or electronic information (if available) for adjacent projects and other pertinent information to the Consultant upon request.
3. Providing input on scheduling, advertising and hosting public open houses.
4. Providing specific City of Wilsonville project provisions.
5. Printing and distribution of bid documents.
6. Advertising Project for bidding.
7. Point of contact for bidder questions and requests for information.
8. Evaluation of bids, audits, and contract award.
9. Review and approval of Concrete and Asphalt mix design.
10. Processing Change Order Requests (COR's), Work Change Directives (WCD's), and Change Orders (CO's).
11. Reviewing and processing monthly pay estimates for construction contract.
12. Hiring and managing right-of-way agent and appraiser for acquisitions.
13. Scheduling and hosting weekly construction meetings.

EXHIBIT B-RATES

**Brown Road Improvements
City of Wilsonville**

**Harper Houf Peterson Righellis Inc.
July 26, 2024**

Item 15.

Harper Houf Peterson Righellis, Inc.																	
	Project Manager	Quality Control Engineer	Project Engineer	Civil Engineer	Project Surveyor	Survey Technician	Survey Crew Chief	Survey Instrument Person	Planner	Landscape Architect	Senior Landscape Architect	Civil Designer	Graphic Artist	Clerical	HHPR Labor	Expense	
	\$245.00	\$245.00	\$230.00	\$190.00	\$210.00	\$165.00	\$160.00	\$105.00	\$165.00	\$165.00	\$180.00	\$160.00	\$165.00	\$120.00			HHPR Subtotal
TASK DESCRIPTIONS																	
Task 1: Project Management																	
1.0 Project Management	100		70											24	\$ 43,480.00	\$ 227.80	\$ 43,708
Task 2: Public Engagement																	
2.1 Public Engagement Plan	4	2							40						\$ 8,070.00	\$ 195.00	\$ 8,265
2.2 Public Engagement Materials and Interested Parties List	16	4	16	24					40				96		\$ 35,580.00	\$ 100.00	\$ 35,680
2.3 Open Houses	16		16						64				16		\$ 20,800.00	\$ 91.12	\$ 20,891
2.4 Council Updates	8		8										8		\$ 5,120.00	\$ 45.56	\$ 5,166
Task 3: Project Planning and Surveying																	
3.1 Project Initial Research and Project Planning					24	28									\$ 9,660.00	\$ 8,168.34	\$ 17,828
3.2 Right-of-Way/Easement Surveying					72	8	60	60							\$ 32,340.00	\$ 2,500.00	\$ 34,840
3.3 Site/Topographic/Design Surveying					26	104	152	152							\$ 62,900.00	\$ -	\$ 62,900
3.4 Potholing					2	4	8	8							\$ 3,200.00	\$ 10,000.00	\$ 13,200
3.5 Legal Descriptions and Exhibits					72	72									\$ 27,000.00	\$ -	\$ 27,000
3.6 Pre-Construction Record of Survey					8	40									\$ 8,280.00	\$ 1,000.00	\$ 9,280
Task 4: Tree Evaluation																	
4.0 Tree Evaluation															\$ -	\$ -	\$ -
Task 5: Geotechnical Investigation																	
5.0 Geotechnical Investigation															\$ -	\$ -	\$ -
Task 6: Transportation Engineering																	
6.1 Traffic Analysis															\$ -	\$ -	\$ -
6.2 Traffic Signal Modification Design															\$ -	\$ -	\$ -
6.3 Traffic Signal Cabinet Print															\$ -	\$ -	\$ -
6.4 Permanent Signign and Striping Design															\$ -	\$ -	\$ -
6.5 Illumination Design															\$ -	\$ -	\$ -
6.6 Traffic Control and TPAR Plans															\$ -	\$ -	\$ -
Task 7: Preliminary Engineering, Alternatives Analysis, and Recommendations																	
7.0 Preliminary Engineering, Alternatives Analysis, and Recommendations (30% Design)	40	8	60	80										40	\$ 47,160.00	\$ -	\$ 47,160
Task 8: Stormwater Analysis																	
8.0 Stormwater Analysis	24		60	40										24	\$ 31,120.00	\$ -	\$ 31,120
Task 9: Utility Coordination and Relocation																	
9.0 Utility Coordination and Relocation	16		24											40	\$ 15,840.00	\$ 68.34	\$ 15,908
Task 10: Final Design and Bid Documents, 60%, 90% and 100% Plans																	
10.2 Alternatives Analysis/30% Design Review Meeting	4		8												\$ -	\$ -	\$ -
10.3 60% Design Plans and Bid Documents	24	8	60	80						40	16	80			\$ 59,120.00	\$ -	\$ 59,120
10.4 60% Design Review Meeting	4		8												\$ 2,820.00	\$ -	\$ 2,820
10.5 90% Design Plans and Bid Documents	16	8	40	60						24	16	60			\$ 42,920.00	\$ -	\$ 42,920
10.6 90% Design Review Meeting	4		8												\$ 2,820.00	\$ -	\$ 2,820
10.7 100% Design Plans and Bid Documents	24	8	40	40						16	8	40			\$ 35,120.00	\$ -	\$ 35,120
Task 11: Right-of-Way and Easement Acquisition Support																	
11.1 Right-of-Way Staking and Legal Description Updates					4	8	16	16							\$ 6,400.00	\$ -	\$ 6,400
															\$ -	\$ -	\$ -
Total Hours by Staff Type	300	38	418	324	208	264	236	236	144	80	40	284	120	24	\$ 502,570.00	\$ 22,396.16	\$ 524,966.16
Hourly Rates	\$245.00	\$245.00	\$230.00	\$190.00	\$210.00	\$165.00	\$160.00	\$105.00	\$165.00	\$165.00	\$180.00	\$160.00	\$165.00	\$120.00			
	\$73,500.00	\$9,310.00	\$96,140.00	\$61,560.00	\$43,680.00	\$43,560.00	\$37,760.00	\$24,780.00	\$23,760.00	\$13,200.00	\$7,200.00	\$45,440.00	\$19,800.00	\$2,880.00	\$502,570.00		\$524,966.16

* Subconsultants include a 5% markup

EXHIBIT B-RATES

Item 15.

**Brown Road Improvements
City of Wilsonville**

**Harper Houf Peterson Righellis Inc.
July 26, 2024**

TASK DESCRIPTIONS	Morgan Holen & Associates				TOTAL PER TASK
	Morgan Holen, Consulting Architect	MHA Labor	Expenses	MHA Subtotal	
	\$185.00				
Task 1: Project Management					
1.0 Project Management	-	-	-	-	\$ 52,354.55
Task 2: Public Engagement					
2.1 Public Engagement Plan	-	-	-	-	\$ 8,285
2.2 Public Engagement Materials and Interested Parties List	-	-	-	-	\$ 35,680
2.3 Open Houses	-	-	-	-	\$ 25,848
2.4 Council Updates	-	-	-	-	\$ 5,165.96
Task 3: Project Planning and Surveying					
3.1 Project Initial Research and Project Planning	-	-	-	-	\$ 17,828
3.2 Right-of-Way/Easement Surveying	-	-	-	-	\$ 34,840
3.3 Site/Topographic/Design Surveying	-	-	-	-	\$ 62,900
3.4 Potholing	-	-	-	-	\$ 13,200
3.5 Legal Descriptions and Exhibits	-	-	-	-	\$ 27,000
3.6 Pre-Construction Record of Survey	-	-	-	-	\$ 9,280
Task 4: Tree Evaluation					
4.0 Tree Evaluation	71	\$ 13,135.00	\$ 10.05	\$ 13,802	\$ 13,802.30
Task 5: Geotechnical Investigation					
5.0 Geotechnical Investigation	-	-	-	-	\$ 29,026.20
Task 6: Transportation Engineering					
6.1 Traffic Analysis	-	-	-	-	\$ 19,467
6.2 Traffic Signal Modification Design	-	-	-	-	\$ 26,208
6.3 Traffic Signal Cabinet Print	-	-	-	-	\$ 4,683
6.4 Permanent Signign and Striping Design	-	-	-	-	\$ 20,685
6.5 Illumination Design	-	-	-	-	\$ 21,578
6.6 Traffic Control and TPAR Plans	-	-	-	-	\$ 21,057.75
Task 7: Preliminary Engineering, Alternatives Analysis, and Recommendations					
7.0 Preliminary Engineering, Alternatives Analysis, and Recommendations (30% Design)	-	-	-	-	\$ 47,160.00
Task 8: Stormwater Analysis					
8.0 Stormwater Analysis	-	-	-	-	\$ 31,120.00
Task 9: Utility Coordination and Relocation					
9.0 Utility Coordination and Relocation	-	-	-	-	\$ 15,908.34
Task 10: Final Design and Bid Documents, 60%, 90% and 100% Plans					
10.2 Alternatives Analysis/30% Design Review Meeting	-	-	-	-	\$ 2,820.00
10.3 60% Design Plans and Bid Documents	-	-	-	-	\$ 62,165.00
10.4 60% Design Review Meeting	-	-	-	-	\$ 3,660.21
10.5 90% Design Plans and Bid Documents	-	-	-	-	\$ 45,965.00
10.6 90% Design Review Meeting	-	-	-	-	\$ 3,660.21
10.7 100% Design Plans and Bid Documents	-	-	-	-	\$ 39,267.50
Task 11: Right-of-Way and Easement Acquisition Support					
11.1 Right-of-Way Staking and Legal Description Updates	-	-	-	-	\$ 6,400.00
	-	-	-	-	\$ -
Total Hours by Staff Type	71	\$ 13,135.00	\$ 10.05	\$13,802.30	\$ 706,995.26

Hourly Rates \$185.00

* Subconsultants include a 5% markup

\$13,135.00 \$13,135.00 \$13,802.30 \$706,995.26



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: September 5, 2024		Subject: Resolution No. 3156 A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With In Line Commercial Construction, Inc. For The Smart Yard Expansion Project (Capital Improvement Project #8148). Staff Member: Kelsey Lewis, Grants & Programs Manager Department: SMART	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transit Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A Resolution awarding a construction contract with In Line Commercial Construction, Inc., in the amount of \$3,645,000 for the SMART Yard Expansion Project.

EXECUTIVE SUMMARY:

The current SMART maintenance facility was constructed in 2012 to house SMART and Fleet with the funding that was available at the time. As we continue to grow our transit service, and transition our bus fleet to alternative fuels, the maintenance facility needs more space for new vehicles and battery electric charging/compressed natural gas (CNG) fueling. The firm will be responsible for constructing the yard expansion to provide additional bus parking, a reconfigured drive aisle and security gate, automated bus wash facility, and improving electric utilities for battery electric bus charging.

This project is included in the capital improvement plan (CIP) as Project #8148, although it is important to note this construction scope does not include any administrative building expansion as the CIP originally included as "SMART Facility Phase II". While it is critical to move forward with the yard expansion to meet current goals, the administrative expansion ideas are paused due to impending construction of the SMART customer service center in the Transit Oriented Development (TOD) at Wilsonville Transit Center. A holistic review of future SMART administrative office expansion may occur after the TOD project is completed and the new customer service center opens.

SMART released an Invitation to Bid for this project on June 17, 2024. We received nine sealed bids on July 11, 2024. Staff evaluated the submitted bids and determined that In Line Commercial Construction, Inc. (INLINE), doing business as INLINE, was the lowest responsive bidder for the Project.

EXPECTED RESULTS:

Contract approval with INLINE and their subsequent performance to construct the SMART Yard Expansion Project.

TIMELINE:

Contract execution and ordering of materials will immediately after award in August 2024. We anticipate construction will begin in September 2024, due to long lead-times for materials, and project completion in mid-2025.

CURRENT YEAR BUDGET IMPACTS:

The Fiscal Year 2024-2025 budget includes funding for the Project. The total bid amount is \$3,645,000 and will be funded with a combination of Statewide Transportation Improvement Fund (STIF) formula (\$1,000,000) and local transit tax funding.

COMMUNITY INVOLVEMENT PROCESS:

This project is supported by community involvement conducted during the Transit Master Plan process.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

This yard expansion will support further efforts to transition to alternative fuels for our transit fleet, addressing climate resiliency and allowing us to pursue further grant funding opportunities

(like federal No-Low grants for electric vehicles) to expand our service and fleet. Updated facilities will also allow for greater safety and security, for operators and mechanics on-site.

ALTERNATIVES:

The City could rebid this project. Not approving this contract will delay the project construction, which in turn would delay service expansion plans and the transition to more battery electric buses.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3156
 - A. SMART Yard Expansion Construction Contract

RESOLUTION NO. 3156**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH IN LINE COMMERCIAL CONSTRUCTION, INC. FOR THE SMART YARD EXPANSION PROJECT (CAPITAL IMPROVEMENT PROJECT #8148).**

WHEREAS, the City has planned and budgeted for construction services for CIP #8148, the SMART Yard Expansion Project; and

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

WHEREAS, In Line Commercial Construction, Inc., doing business as INLINE, submitted a bid on July 11, 2024, that was subsequently evaluated and determined to be the lowest responsive bid to complete the Project;

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and In Line Commercial Construction, Inc. has provided the lowest responsive bid for construction services.

Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a construction contract with In Line Commercial Construction, Inc. for a not-to-exceed amount of \$3,645,000.00, which is substantially similar to Exhibit A attached hereto.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of September, 2024, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. SMART Yard Expansion Construction Contract

**CITY OF WILSONVILLE
CONSTRUCTION CONTRACT**

This Construction Contract (“Contract”) for the SMART Yard Expansion Construction Project (“Project”) is made and entered into on this 6th day of September 2024 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **In Line Commercial Construction, Inc.**, an Oregon corporation doing business as **INLINE** (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Specifications and Contract Documents for the SMART Yard Expansion Construction Project, dated June 17, 2024, including Plans and Details bound separately; Contractor’s Bid submitted in response thereto; 2017 City of Wilsonville Public Works Standards; City of Wilsonville Special Provisions; City of Wilsonville Building Code, as amended; Project Specific Special Provisions; “PART 00100 - GENERAL CONDITIONS” of Oregon Department of Transportation 2018 Oregon Standard Specifications for Construction; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Scope of Work

Contractor will perform the construction work for the yard expansion and infrastructure improvement on existing city property, as more particularly described herein and in the other Contract Documents for the Project (the “Work”). Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Scope of Work and Contract Documents.

Section 3. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than August 31, 2025, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. All Work must be at Substantial Completion by June 15, 2025, and at Final Completion by August 31, 2025. See **Section 24** for the definitions of Substantial Completion and Final Completion.

Section 4. Contractor’s Work

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

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

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

Section 5. Contract Sum, Retainage, and Payment

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor the not-to-exceed amount of THREE MILLION SIX HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$3,645,000.00), based on the unit pricing described in the Contract Documents, for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor’s unit pricing is more particularly described in the Contract Documents.

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

agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 25**.

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

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

5.5. Contractor's 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 Oregon Corporate Activity Tax (CAT).

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

Section 6. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, no less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Oregon Bureau of Labor and Industries (BOLI), entitled "Prevailing Wage Rates for Public Works Contracts," effective January 5, 2024, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. If applicable, Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If applicable, Contractor must include a contract provision

in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 7. Filing of Certified Statement

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

Section 8. Reports to Department of Revenue

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

Section 9. City's Rights and Responsibilities

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

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

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

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

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

9.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2024-25. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 22**.

Section 10. City's Project Manager

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

Section 11. Contractor's Project Manager

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

Section 12. Project Information

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

Section 13. Duty to Inform

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

Section 14. Subcontractors and Assignments

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

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

Section 15. Contractor's Responsibilities

In addition to the obligations and responsibilities set forth in ORS 279C or any of the Contract Documents, Contractor agrees to the following terms and conditions:

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

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

15.3. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. For all Work performed under subcontract to Contractor, as approved by the City, Contractor shall only charge the unit pricing described in the Contract Documents, unless documented and approved, in writing, by the City pursuant to a modification to Contractor's unit pricing described in the Contract Documents, per **Section 25** of this Contract. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

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

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

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

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

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

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

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

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

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

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

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

15.14. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or a contractor, Contractor or the first-tier subcontractor

shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period within which payment is due under ORS 279C.580(3)(a) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due shall be calculated in accordance with ORS 279C.515(2). The amount of interest may not be waived.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 16. Subcontractor Requirements

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

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

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

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

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

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

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

Section 17. Environmental Laws

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

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
 Port Districts
 County Service Districts
 Water Districts

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

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

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

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

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

Section 18. Indemnity

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

this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 18.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term “Contractor” applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor’s subcontractors, including their agents, employees, and suppliers.

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

Section 19. Insurance

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

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

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

19.1.3. Pollution Liability Coverage. Contractor shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the performance of this Contract. Contractor will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality (“DEQ”) and Federal Environmental Protection Agency (“EPA”) clean-up requirements. The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$2,000,000** general aggregate.

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

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

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

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

the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

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

Section 20. Bonding Requirements

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

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

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

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

Section 21. Warranty

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

with relation to such required repair, be extended two (2) years from the date of completion of such repair.

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

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

Section 22. Early Termination; Default

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

22.1.1. By mutual written consent of the parties;

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

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

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

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

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

Section 23. Suspension of Work

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

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

24.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed, and the premises and electric charging stations are fully functional and may be utilized, with only minor punch list items remaining that do not significantly impact city business. 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 by June 15, 2024, or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Subsections 24.3 and 24.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

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

24.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of One Thousand Seventy-Three Dollars and 25/100 (\$1,073.25) for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

24.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of August 31, 2025, or any written extension thereof granted by the

City, Contractor shall pay the City Two Thousand One Hundred and Forty-Six Dollars and 50/100 (\$2,146.50) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

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

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

Section 25. Contract Modification; Change Orders

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

Section 26. Dispute Resolution

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

Section 27. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Contractor as are directly pertinent to this Contract for the purpose of making audit, examination, 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 28. As-Builts/Property of the City

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

Section 29. 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: Kelsey Lewis, Grants and Program Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: INLINE
Attn: Michael Day, Sr., Project Manager
18880 SW Shaw St
Aloha, OR 97078

Section 30. Miscellaneous Provisions

30.1. 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.

30.2. 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.

30.3. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CITY:

In Line Commercial Construction, Inc.,
dba INLINE

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

Stephanie Davidson, Assistant City Attorney
City of Wilsonville, Oregon



CITY COUNCIL MINUTES

June 17, 2024 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, June 17, 2024. The Mayor called the meeting to order at 7:01 p.m., followed by roll call and the Pledge of Allegiance.

PRESENT

Mayor Fitzgerald
Council President Akervall
Councilor Linville
Councilor Berry
Councilor Dunwell

STAFF PRESENT

Bryan Cosgrove, City Manager
Amanda Guile-Hinman, City Attorney
Andrea Villagrana, Human Resource Manager
Kimberly Veliz, City Recorder
Dan Pauly, Planning Manager
Zoe Mombert, Assistant to the City Manager
Stephanie Davidson, Assistant City Attorney

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

Motion: Moved to approve the following order of agenda.

Motion made by Councilor Akervall, Seconded by Councilor Linville.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

MAYOR'S BUSINESS

4. Upcoming Meetings

The Mayor reported on the following:

Aurora State Airport Master Plan Open House

- The Mayor attended with City Councilors Akervall and Linville the Oregon Department of Aviation's (ODAV) Open House event for the Aurora State Airport Draft Master Plan held at North Marion High School.
- The Mayor did not have the exact count of attendees but mentioned there must have been over 100 people in attendance as it was reported that 100 speaker cards were printed, and all had been taken.
- At the Open House there were several stations where individuals could speak with engineers and planners.
- The Mayor felt the Airport Master Plan process was disappointing as it appeared that outcomes had been predetermined favoring expansion.
- The Mayor shared both of her parents were private pilots. Therefore, she knew an airport was an asset with many important uses.
- The Mayor felt no one would disagree that all airports need to be safe for pilots, passengers, crews, and neighbors.
- The public relied on ODAV and the FAA to ensure the safety of airports. Despite the proximity of Aurora State Airport to other major airports like Portland International, McMinnville, Salem, and Hillsboro, questioned expansion plans to accommodate larger, more costly jets.
- The Mayor's concern lies in the justification for such developments, considering the need to relocate highways, control towers, and build new infrastructure. Unlike the healthcare sector, which followed a certificate of need system to regulate hospital locations, the aviation industry lacks a similar mechanism to determine the appropriate density of airports for commercial jets.
- The Mayor reminded that without active participation and advocacy, the community may not have a voice in the decisions. It was reminded that public airports rely on various funding sources such as fuel tax, landing fees, hangar rentals, and government allocations from the FAA.

Oregon Department of Transportation (ODOT)

- The Mayor questioned whether the FAA would provide ODOT with any funding if it were necessary to move a highway for airport expansion.
- The Mayor recalled an article where a Salem, Oregon newspaper nicknamed the Oregon State Legislature the "Transportation Road Show." As the Legislatures Transportation Committee was going around the state holding public meetings, presenting information, and requesting feedback.

- The Mayor referred the audience to a website to learn more about ODOT's funding problems.
- The Mayor then recalled ODOT stating they had a \$1.8 billion shortfall every year. Therefore, the Mayor again questioned where the funds to move a highway for airport expansion would originate.
- The Mayor noted that all Oregonians would be taxed to pay for the road system because there was just not enough money.
- The Mayor recalled that there was no promise of federal fund to pay for the Boone Bridge. She reminded that ODOT had stated that the Boone Bridge was built with wood pilings and would fail in a 9.0 earthquake. As of now there was no funding for the bridge and the price tag had risen like costs for everything else.
- The Mayor reiterated that she mentioned the topic of roads because she wondered what road transportation projects would be put aside to accommodate larger jets at the Aurora State Airport.

Clackamas County Coordinating Committee (C4) Annual Retreat

- The Mayor along with Councilor Berry attended the C4's Annual Retreat held June 14-15, 2024.
- Discussions focused on the topics of transportation issues and funding, and issues around housing production that had become a top priority of the Governor.
- During the retreat, the issue of funding public infrastructure to support housing and job development kept coming up, and the lack of tools that cities had to fund infrastructure like roads, water, sewer service, etc.

Washington County Coordinating Committee (WCCC) Meeting

- June 17, 2024, the Mayor attended the monthly meeting of the WCCC.
- At the meeting, a transportation projects funding for the City of Tualatin and the Tualatin Hills Park & Recreation District was approved.
- There was an update on the City of Sherwood's Urban Growth Boundary (UGB) Expansion Concept Plan.
- Sherwood was the only Metro-area city that had sought an expansion of the Urban Growth Boundary during the current cycle of UGB considerations.

Juneteenth Celebration

- The City's Diversity, Equity and Inclusion (DEI) Committee had organized the City's fourth annual Juneteenth Celebration, to be held June 19, 2024, at Town Center Park.
- The Juneteenth Celebration was free, family-friendly event that commemorated the ending of slavery in the United States with speeches, food, music, and crafts.
- June 19 marked the day in 1865 when federal troops arrived in Galveston Texas to take control of the state and ensure that all enslaved people be freed and that their arrival came a full 2 ½ years after the signing of the Emancipation Proclamation it honored the end of slavery in the United States and was considered the longest running African American holiday. On June 17, 2021, it officially became a federal holiday.

- The 2024 theme was “Freedom to Create & Contribute,” and featured keynote by Kimberly Howard Wade, the executive director of Caldera Arts, which empowered and inspired at-risk youth through art, environment, and mentoring.
- The organization also supported creatives and cultural workers as they seek to build skills and relationships to further their efforts.
- At the celebration KMHD Radio Station’s DJ Bryson Wallace would spin music, and other community partners would be in attendance.
- Food from Cafe Yumm would be served while supplies last and several activities and games provided.
- The celebration was a wonderful time to bring people together and make new friends and a chance to reflect on the progress made towards racial equality and justice.

Korean War Memorial Ceremony and Grand Opening of Korean War Memorial Interpretive Center

- The event was scheduled for June 29, 2024, in Town Center Park with the Korean War Remembrance Ceremony taking place first, followed by Grand Opening of the Korean War Memorial Interpretive Center.
- Speakers included Republic of Korea Consul General Eunji Seo, Congresswoman Andrea Salinas and high-ranking state officials.
- This signature community event was always a solemn one to honor those Americans and Oregonians who served in defense of a free and democratic Republic of Korea.
- The new Korean War Memorial Interpretive Center was a major project over the past couple of years led by the Korean War Veterans Association Oregon Trail Chapter and the Korean War Memorial Foundation of Oregon.
- The Oregon Korean War Memorial Interpretive Center displayed the stories of over 90 Oregon Korean War veterans using video, flip books, and photos.
- A topographical map outlined famous Korean War battles and battle lines.
- Visitors could read stories of allies who came to the aid of South Korea, read about the “Firsts of the Korean War.”

City Council Meeting

- The next Council meeting was scheduled for July 15, 2024.
- July 1, 2024, Council meeting was cancelled due to proximity to the 4th of July holiday week.

COMMUNICATIONS

There was none.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

There was none.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

5. Council President Akervall

The Council President provided details on the following:

- Congratulations to all recent graduates.
- Attended the Regional Water Providers Consortium Board meeting on June 5, 2024.
- Commented on the following Consent Agenda items:
 - Resolution No. 3158 - A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute The Amended And Restated Intergovernmental Agreement Of Regional Water Provider Consortium (2023).
 - Resolution No. 3154 - A Resolution Adopting The Canvass Of Votes Of The May 21, 2024, Primary Election.
 - Asked staff to assist Council in bringing the community together, better understanding the different funding options, and presenting factual information regarding concerns about urban renewal, as decisions are made on how to move forward.
- Planned to attend the Korean War Memorial Ceremony and Grand Opening of Korean War Memorial Interpretive Center on June 29, 2024.

6. Councilor Linville

Councilor Linville reported on the following:

- Opioid Settlement Funds meeting with community agencies on June 7, 2024
- Aurora State Airport Planning Advisory Committee (PAC) meeting on June 11, 2024
- Aurora State Airport Master Plan public commenting period ended on June 23, 2024
- Juneteenth Celebration on June 19, 2024
- Korean War Memorial Ceremony and Grand Opening of Korean War Memorial Interpretive Center on June 29, 2024
- Opioid Settlement Prevention, Treatment and Recovery Board meeting on July 10, 2024
- City of Wilsonville Fourth of July Laser Light Show on July 4, 2024

7. Councilor Berry

Councilor Berry reported on the following:

- Echoed remarks made by the Council President concerning the Town Center Urban Renewal vote.
- City of Wilsonville Housing Our Future Task Force meeting on June 6, 2024
- Clackamas County Coordinating Committee (C4) Annual Retreat on June 14-15, 2024
- Juneteenth Celebration on June 19, 2024
- Korean War Memorial Ceremony and Grand Opening of Korean War Memorial Interpretive Center on June 29, 2024

8. Councilor Dunwell

Councilor Dunwell provided details on the following:

- City of Wilsonville Housing Our Future Task Force meeting on June 6, 2024
- Commented on the proclamations included in the City Council packet:
 - Pollinator Week was June 17-23, 2024, was an annual celebration in support of pollinator health, and a time to raise awareness for pollinators and spread the word about what we can do to protect them.
 - Parks and Recreation Month was July 2024, and it was recognized that parks and recreation are vitally important to establishing and maintaining a healthy community.

CONSENT AGENDA

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

9. **Resolution No. 3149**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Tapani, Inc. For The West Side Level B Reservoir And Tooze Rd. Transmission Main Project (Capital Improvement Project #1149/1150/1151).

10. **Resolution No. 3153**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement Contract Amendment With Century West Engineering For Engineering Services During Construction Of The 2024 Street Maintenance Project (Capital Improvement Project No. 4014, 4118, 4725).

11. **Resolution No. 3154**

A Resolution Adopting The Canvass Of Votes Of The May 21, 2024, Primary Election.

12. **Resolution No. 3157**

A Resolution Of The City Of Wilsonville Authorizing A Three Year Capital Interfund Loan From The Road Operating Fund To The Street Capital Projects Fund.

13. **Resolution No. 3158**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute The Amended And Restated Intergovernmental Agreement Of Regional Water Provider Consortium (2023).

14. **Resolution No. 3159**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Amend A Construction Contract With Woodburn Construction CM/GC, LLC., Inc. To Construct The Wilsonville Police Department Interim Renovations.

15. Resolution No. 3160

A Resolution Of The City Of Wilsonville Authorizing A Two Year Capital Interfund Loan From The Water Operating Fund To The Street Capital Projects Fund.

16. Minutes of the May 17, 2024 Special City Council Meeting.

Motion: Moved to approve the Consent Agenda as read.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

NEW BUSINESS

The City Attorney read the titles of the New Business items into the record.

The Council was informed staff would present both resolutions together, however, each would be voted on separately.

Stephanie Davidson, Assistant City Attorney presented the combined staff reports. The PowerPoint displayed has been added to the record.

Following the presentation the Mayor called for a motion on Resolution No. 3150.

17. Resolution No. 3150

A Resolution Of The City Of Wilsonville Adopting Administrative Rules Relating To Public Contracting Activities.

Motion: Moved to adopt Resolution No. 3150.

Motion made by Councilor Linville, Seconded by Councilor Berry.

Staff were appreciated for their work. It was then shared that this item had been thoroughly discussed at prior meetings.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

The Mayor called for a motion on Resolution No. 3151.

18. Resolution No. 3151

A Resolution Of The City Of Wilsonville Amending The Public Art Policy And Guidelines.

Motion: Moved to adopt Resolution No. 3151.

Motion made by Councilor Linville, Seconded by Councilor Berry.

It was noted that this was an example that sometimes after the implementation or review of a policy and/or guidelines modifications are necessary.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

CONTINUING BUSINESS

There was none.

PUBLIC HEARING

There was none.

CITY MANAGER'S BUSINESS

The City Manager stated that he would be on vacation from July 5-12, 2024, in his absence, the Assistant City Manager who returned from her vacation on July 4, 2024, would manage the City.

The Mayor shared once a month in the City Council packets were City Manager Reports that highlighted and provided in-depth information about the numerous projects of City departments.

LEGAL BUSINESS

The City Attorney shared staff had provided comment on Washington County casefile number L240001-D(IND) regarding a land use application before Washington County for expansion of a contractor's establishment adjacent to and accessing SW Day Road, a City of Wilsonville street facility. It was anticipated that a decision would be issued by the Washington County Hearings Officer prior to the Council's July 15, 2024, Council meeting. Therefore, staff requested a motion authorizing City staff to file an appeal with the Land Use Board of Appeals (LUBA) on casefile number L240001-D(IND) if a decision adverse to the City was rendered.

The City Attorney then provided a suggested motion.

Motion: Moved to authorize City staff to file an appeal with the Land Use Board of Appeals on casefile number L240001-D(IND) if a decision adverse to the City is rendered.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

Voting Yea:
Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

The City Attorney reported that she would be out of the office from June 20, 2024, returning, July 8, 2024. The Assistant City Attorney would be available for any issues or questions during the City Attorney’s absence.

ADJOURN

The Mayor adjourned the meeting at 8:07 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: September 5, 2024		Subject: Ordinance No. 893 – 1st Reading An Ordinance Of The City Of Wilsonville Adding Sections 2.380 Through 2.386 To The Wilsonville Code Concerning The Diversity, Equity And Inclusion Committee. Staff Member: Bryan Cosgrove, City Manager, Amanda Guile-Hinman, City Attorney, and Zoe Mombert, Assistant to the City Manager Department: Administration and Legal	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: September 5, 2024 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: September 5, 2024 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: September 16, 2024 <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: Diversity, Equity and Inclusion Committee made a recommendation that the City Council adopt the committee bylaws at its June 11, 2024, meeting.	
Staff Recommendation: Staff recommends Council adopt Ordinance No. 893 on first reading.			
Recommended Language for Motion: I move to adopt Ordinance 893 on first reading.			
Project / Issue Relates To: Diversity, Equity and Inclusion Committee			
<input checked="" type="checkbox"/> Council Goals/Priorities: Diversity, Equity + Inclusion (DEI): We are committed to promoting DEI in the delivery of City services to the community and in our organizational operations.		<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

The addition of the Diversity, Equity and Inclusion (DEI) Committee to Chapter 2 of the Wilsonville Code.

EXECUTIVE SUMMARY:

In 2021, following community listening sessions and three City Council Work Sessions, the City Council created the Diversity, Equity and Inclusion (DEI) Committee by approving Resolution No. 2893. The Resolution established the 11 – 13 member advisory committee which advises the City Council on policy, programming, and communications related to Diversity, Equity and Inclusion (DEI). The committee members are expected to think broadly to represent the community as a whole and to ensure that historically marginalized groups have a voice. Committee members are appointed to serve three-year terms. Up to two (2) student committee members are appointed for up to two (2) one-year terms.

The DEI Committee developed a strategic plan, which the City Council adopted via Resolution No. 2979 in July 2022, and prioritized the action items in the strategic plan in August 2022. The committee has focused its efforts on raising awareness and providing education opportunities for the community to support and learn about historically marginalized communities. To be effective, the committee often partners with City departments, other city boards, or other community organizations.

Here is a brief list of the committee's accomplishments:

Fiscal Year 2020-2021

First Juneteenth Celebration – June 19, 2021

Fiscal Year 2021-2022

Committee started meeting in July 2021

Developed a mission and vision (December 14, 2021)

Juneteenth Celebration – June 18, 2022

Fiscal Year 2022-2023

Developed a Strategic Plan (adopted by council July 18, 2022)

Prioritize the strategic Plan on August 9, 2022

Priority 1 Projects-

Lecture series: Develop community conversations on DEI-related topics (i.e. racism, sexism, ageism, classism, heterosexism, access, prejudice, discrimination, bias, naming etc.); address topics with sensitivity, conviction, and compassion. Collaborate with City boards and commissions, community, school district, other cities.

Received grant from Parks and Recreation Department

Lecture Series (Five Sessions)

- Increased turn out each meeting
- Positive feedback
- Interest in viewing/ sharing (now being recorded)

Developed a cultural calendar (highlight events, holidays, etc.)

- Complete (adopted by City Council January 5, 2023)
- All dates on City Website and recognized in the Boones Ferry Messenger (BFM)

Flag Policy (adopted by City Council January 5, 2023)

- Provided input to City Attorney and recommendations to City Council to update the update and codify the City's Flag Policy

Juneteenth Celebration – June 17, 2023

- Food, music, speaker, local community groups

Worked with other cities/school district to elevate, promote, support or partner in the development of cultural events (Pride, Dia de los Muertos, etc.)

Chair participated in the West Linn-Wilsonville School District Equity Summit

Promoted and participated in Wilsonville High School's Dia de los Muertos event

Fiscal Year 2023-2024

Continued to highlight cultural calendar dates on the city website, recognize in the BFM and on social media

Continued Speaker Series (formerly lecture series) – Four meetings featuring community voices

Continued to work with other cities/school district to elevate, promote, support or partner in the development of cultural events (Pride, Dia de los Muertos, etc.)

Chair participated in the West Linn- Wilsonville School District Equity Summit

Promoted and participated in Wilsonville High School's Dia de los Muertos event

Developed Las Posadas event to engage the Latino community

- Over 50 participants
- Event included light refreshments, pinata, and shared the significance of Las Posadas in both English and Spanish

Updated the DEI Committee bylaws

Provided multiple letters of support for city grant applications

Partnered with the Arts, Culture and Heritage Committee to commission a temporary Pride Mural

- A reception including refreshments and Storytime were held to celebrate the mural and Pride Month

Committee designed a Pride Pin and "All are Welcome" decal for city facilities

Juneteenth Celebration – June 19, 2024

Food, music, speaker, local community groups and this year crafts

The committee has taken time to evaluate their bylaws to determine what has worked well and what needed improvement. In 2023, the DEI committee bylaws were updated (Resolution No. 3104) to include an attendance policy for their members. As the committee's work has gone on and it has built a strong foundation for its work, the committee requested that staff bring back its bylaws for further review with the intention of becoming a standing committee codified in the Wilsonville Code, requiring that the bylaws be adopted by ordinance. During the review of its bylaws, the committee made one recommended modification. Currently, board members are appointed in January however the chair and vice chair are selected at the beginning of the fiscal year (July). The draft bylaws recommend having its chair appointments occur consistently with the appointment of board members.

Chair Karla Brashear and Vice Chair Erica Pham shared the committee's work and requested to include the committee in the Wilsonville Code to become a standing committee at the August 5, 2024 City Council meeting. The City Council reviewed the draft revisions to Chapter 2 of the Wilsonville Code after hearing the DEI Committee Chairs' presentation. The City Council recommended that:

"A Committee member may be removed for misconduct or nonperformance of duty by motion passed by a majority of the Council."

of draft section 2.383 (E) be removed

The DEI Committee was briefed on the Council discussion at their August 12 meeting. They did not object to the revision of section 2.383 (E) and understood the City Council's concern.

EXPECTED RESULTS:

Establish a standing Diversity, Equity and Inclusion Committee in the Wilsonville Code, by ordinance, as requested by the DEI Committee.

CURRENT YEAR BUDGET IMPACTS:

Making the DEI Committee a standing committee will not impact the current budget.

COMMUNITY INVOLVEMENT PROCESS:

The DEI Committee was established based on community member input in 2020. Since then, the 13-member board, made up of community members have been involved in advancing the DEI Committee Strategic Plan. DEI committee meetings are open to the public and no comments were provided on the recommended bylaws.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The DEI committee was originally created to address:

- Increased Representation, Diversity on City Boards
- Consistent City communication to brand Wilsonville as an inclusive community
- More Inclusive Cultural Events, Celebrations & Holiday Recognitions
- Education to the Broader Community
- Opportunities for DEI Advocates to Network and Work More Efficiently Together

By adding the DEI Committee bylaws into the Wilsonville Code, making it a standing committee, it strengthens the City Council's commitment to the City's diversity, equity, inclusion, accessibility and belonging work.

ALTERNATIVES:

The City Council can also choose not to make the DEI Committee a standing committee by ordinance. If the City Council does not wish to proceed, the DEI Committee would continue to operate as an ad hoc committee.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Ordinance No. 893

ORDINANCE NO. 893

AN ORDINANCE OF THE CITY OF WILSONVILLE ADDING SECTIONS 2.380 THROUGH 2.386 TO THE WILSONVILLE CODE CONCERNING THE DIVERSITY, EQUITY AND INCLUSION COMMITTEE.

WHEREAS, on May 1, 2017, the Wilsonville City Council (“City Council”) passed Resolution No. 2626 declaring Wilsonville as “an inclusive City that has and will continue to welcome the collective contributions of all persons, honoring and respecting people of every race, color, national origin, immigration or refugee status, heritage, culture; and

WHEREAS, on May 3, 2021, the City Council passed Resolution No. 2893 creating the Diversity, Equity and Inclusion Committee (the “Committee”); and

WHEREAS, Resolution No. 2893 established certain bylaws of the Committee; and

WHEREAS, the Committee has been meeting regularly since July 2021; and

WHEREAS, the Committee recommended, and on July 18, 2022, the City Council passed Resolution No. 2979, which approved the DEI Strategic Plan as the work plan (the “Plan”) for the Committee; and

WHEREAS, the Committee, in consultation with the Plan, City Council, other City boards and commissions, and City staff, has: (1) created a speaker series to shed light and the history and lived experiences of people in historically marginalized communities; (2) developed a cultural calendar that highlights events and holidays; (3) hosted or promoted events that are listed on the cultural calendar; (4) recommended City Council adoption of a flag policy; (5) reviewed public outreach strategies; and (6) provided input on several City projects; and

WHEREAS, through implementing its Plan, hosting and supporting events, and offering insights on various projects and outreach, the Committee adds significant value to the community, the City Council, and City boards and commissions.

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

Section 1. Findings. The staff report accompanying this Ordinance and the above-recitals are incorporated as the City Council’s findings as if fully set forth herein. The Committee promotes the health, safety, and welfare of the City.

Section 2. The following provisions are added to Chapter 2 of the Wilsonville Code:

“2.380 Diversity, Equity and Inclusion Committee.

The Diversity, Equity and Inclusion Committee is hereby created as a deliberative and recommending body of the City Manager’s Office, subject to the provisions of Sections 2.380 through 2.386.

2.381 Purpose.

The purpose of the Diversity, Equity and Inclusion Committee is to create a culture of acceptance and mutual respect that acknowledges differences and strives for equitable outcomes of opportunity, access and inclusion by:

- A. Advising the Wilsonville City Council (“Council”) on policy decisions related to diversity, equitable outcomes, and inclusion;
- B. Making recommendations to the Council on public engagement strategies and methods by which all Wilsonville residents have the opportunity to better participate in the decision- making process;
- C. Advising the Council on culturally responsive service delivery, programming, and communication strategies;
- D. Creating, updating and overseeing progress on the City’s Diversity, Equity and Inclusion Plan;
- E. Identifying local community leaders and building more leadership capacity in Wilsonville’s diverse communities.

2.382 Appointments.

The Mayor appoints and the Council confirms Committee members, who serve at the pleasure of the Council.

2.383 Membership.

- A. *Number of Members.* The Diversity, Equity and Inclusion Committee shall be composed of no less than eleven (11) to no more than thirteen (13) members.
- B. *Residency.* Members must reside, own a business, or attend

school within the City of Wilsonville city limits. A majority of members appointed must reside within the City limits. The Council can confirm member(s) to the Diversity, Equity and Inclusion Committee who does not meet any of these residency criteria if it is determined that the member(s) brings significant value to the Committee.

C. *Appointments.* The Council will confirm the committee members pursuant to WC 2.382. The Council will strive to appoint members to the Diversity, Equity and Inclusion Committee who bring their lived experiences regardless of their immutable traits including, but not limited to, race, ethnicity, LGBTQ+, gender, socio-economic status/history, differently abled, age amongst other identities. Appointed members will be expected to think broadly in terms of how issues of racism, sexism, ableism, and other discriminatory and prejudicial biases impact all community members in Wilsonville.

D. *Terms.* Committee terms are for three years, commencing in January of each year. All members may serve two consecutive three-year terms. Members who have served two full terms may be reappointed to the Diversity, Equity and Inclusion Committee after a one-year hiatus from the Committee. A vacancy in a position may be appointed to fulfill the remainder of any term. Terms of appointment for less than three (3) years shall not count towards the maximum time of service, including partial term appointments to fill vacancies.

E. *Removal.* A Committee member can be absent from four (4) meetings in one (1) calendar year; after the fifth absence in one (1) calendar year, the Committee member will automatically be removed from the Committee, without the need for a vote to remove by the Council.

F. *Youth Members.* The Council will appoint up to two (2) Wilsonville-area high school student(s) to serve up to (2) two one (1) year term on the Committee. The up-to two (2) youth members are counted

toward the total membership stated in WC 2.383(A). The youth member(s) will be a voting member(s).

Section 2.384 Organization.

A. At the first meeting of each calendar year, the Diversity, Equity and Inclusion Committee will elect a chair and vice-chair from the voting members.

B. The Chair (Vice Chair in the absence of the Chair) will preside over all meetings.

C. An appointed City staff person or outside contractor will serve as secretary to keep notes of each public meeting and assist with administrative tasks.

D. The Committee will meet on an agreed-upon schedule at least four (4) times per year. The Chair may also call a special meeting with one week's advance notice. Such meeting notice may be given by email or regular mail.

E. A meeting may be held without a quorum; however, to vote on a matter by the Committee must have a quorum present which will consist of a simple majority of appointed voting members.

F. Committee members may participate in a meeting by telephone or videoconference.

G. Unless falling under an exemption to public meetings laws, all meetings will otherwise be public meetings, announced and conducted in accordance with public meeting requirements.

H. Except as provided under Oregon Public Meetings Law, the Rules of Parliamentary Law and Practice as in Roberts Rules of Order Revised Edition ("Roberts Rules") shall govern each committee meeting. In the event of a conflict between Oregon Public Meetings Law and Roberts Rules, Oregon Public Meetings Law shall control.

Section 2.385 Voting.

All members are entitled to vote in person (including by telephone or video conference) at a meeting. Proxies are not allowed. A majority vote of the members voting on the question will be required to carry any matters submitted, except as provided in Section 2.386 herein. A member who abstains from a vote shall be counted as present for purposes of the quorum but not counted as having voted on the question.

Section 2.386 Amendments.

Any recommendations by member(s) of the Diversity, Equity and Inclusion Committee to amend the provisions governing the Diversity, Equity and Inclusion Committee may be made at a regular or special Committee meeting and approved by a vote of at least two-thirds of the incumbent Committee members. Such recommendations shall be reviewed by the City Attorney for legal compliance and conformance to City Code, and thereafter be presented to City Council for approval.”

Section 3. Effective Date. This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED by the Wilsonville City Council at a regular meeting thereof this 5th day of September, 2024, and scheduled the second reading on September 16, 2024 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 16th day of September, 2024, by the following votes:

Yes: _____

No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this _____ day of ____, 2024

JULIE FITZGERALD MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

From The Director's Office

Greetings,

On June 27, I had the pleasure to represent the City of Wilsonville by participating on a panel of experts regarding tree preservation during development as part of the larger day long "More Housing, More Trees: Giving Oregonians Both" conference. The annual urban and community tree conference is sponsored by Oregon Community Trees, which is the state's non-profit urban forestry advisory council, a group that I was a member of for over a decade and led as its president for two years.

The conference contained compelling presentations from a wide variety of subject matter experts including staff from the Department of Land Conservation and Development (DLCD), university faculty, the mayor-elect of Eugene and local planning and arboricultural experts who all demonstrated the need to balance both increased housing production and density with tree preservation, resulting in the kind of communities that Oregonians want. Wilsonville is recognized at the state level as being one of the most innovative communities in Oregon in producing housing and preserving trees, particularly large trees, as part of the fabric of our community. Projects throughout the City demonstrate this delicate balance of preservation and development resulting in the high quality of life that our citizens enjoy.

Keys to success for our community include planning for trees at every point in the process, having the codes in place to put tree preservation in the center of the conversation, utilizing planned development zoning, and creating flexible design standards that result in the meaningful incorporation and protection of trees throughout all phases of the development process. Preserved mature trees are a defining element of our community creating an immediate sense of place adding to Wilsonville's livability.

Respectfully submitted,

Chris Neamtzu, AICP

Community Development Director

Oregon Community Trees



Preserving Trees During Development

Chris Neamtzu, AICP
Community Development Director
June 27, 2024



Building Division

The City of Wilsonville's Building Division is dedicated to ensuring the safety and well-being of its residents through effective building regulations and inspections. As we enjoy the beautiful Oregon summer, the Building Division encourages residents to take advantage of the warm weather to enhance their homes and properties.

One popular summer project is adding or upgrading outdoor living spaces. Whether it's building a new deck, installing a patio cover, or creating an outdoor kitchen, these improvements can provide a great space for family gatherings and relaxation. Before starting any construction, it's important to check with the Building Division to ensure that your project complies with local codes and regulations. This will help avoid any potential issues and ensure that your new space is safe and durable.

Another summer suggestion is to consider energy-efficient upgrades. With the longer days and increased sunlight, it's a perfect time to install solar panels or upgrade your windows and insulation. These improvements not only help reduce energy costs but also contribute to a more sustainable environment. The Building Division can provide guidance on the necessary permits and inspections for these projects.

For those looking to enhance their landscaping, summer is an ideal time to install new irrigation systems or build garden structures like pergolas and greenhouses. These additions can improve the aesthetic appeal of your property and provide a functional space for gardening and outdoor activities. Again, it's crucial to consult with the Building Division to ensure that your plans meet all necessary requirements and to acquire permits if needed.

Lastly, summer is a great time to perform routine maintenance on your home. This includes checking for any structural issues, repairing or replacing damaged siding, and ensuring that your roof is in good condition. Regular maintenance can prevent more significant problems down the line and keep your home in top shape.

The Building Division is here to support residents with their summer projects, providing the necessary information and assistance to ensure that all work is done safely and in compliance with local regulations. Enjoy your summer improvements and make the most of the beautiful weather in Wilsonville!



Economic Development Division

Local Business Newsletter

This month's local business newsletter (<https://mailchi.mp/ci.wilsonville.or.us/local-biz-news-0724>) was sent out on July 3, 2024, to 1,317 recipients. 1,190 were delivered successfully. 54.5% of recipients opened the email, and 5.7% of recipients clicked one of the links in the email.

Grahams Ferry Industrial Center

The Grahams Ferry Industrial Center (GFIC) was completed nearly a year ago and is still unoccupied. (<https://grahamsferry.com/>) There are some special building characteristics that have precluded a speedy lease-up, but it's just a matter of finding the right fit. To that end, staff has been coordinating with the listing broker and our partners at Greater Portland Inc (GPI) to make sure this opportunity is getting in front of the right companies who may be looking for new real estate.



Village At Main

About 6 months ago, the commercial properties at Village at Main were sold to a new owner. Since the sale, Wow and Flutterville, the child care center, went out of business. Staff has been attempting to contact the new property ownership, but the closure of Wow and Flutterville made the matter a bit more urgent. Fortunately, after no small effort, staff connected with the new property manager and introduced them to another child care operator that may be interested in the vacated space—a participant on our Child Care Provider Consortium.



Additionally, the new property manager shared that they are looking for other investments, and they like the Wilsonville market. They have a very interesting project in Salem, called the 45th Parallel Building (<https://45thparallelbuilding.com>), and a number of food cart pods throughout SW Washington and the Portland Metro area. Staff will continue to nurture this relationship and see what fruit it may bear in the future.

IEDC – Excellence In Economic Development Awards

In 2023, Economic Development Manager, Matt Lorenzen earned the Certified Economic Developer (CED) credential from the International Economic Development Council (IEDC). To retain this credential, a person must complete other professional development activities, including coursework and seminars, as well as service opportunities that require economic development expertise. One such opportunity is available when the IEDC calls for applications for the annual excellence in economic development awards. They call upon CEDs to act as judges for the awards competition. This year Matt acted as a judge and earned professional development credit. Award winners will be announced at the IEDC Annual Conference in September.

Economic Development Division

Staff Meets with PGE Business Development

Portland General Electric (PGE) relies upon their Business Development staff to meet with local jurisdictions in order to understand their growth and associated power needs into the future. In July, staff met with PGE and provided them information about our urban growth areas, including Frog Pond, Coffee Creek, Basalt Creek, and other potential infill development sites, such as Town Center. PGE is a critical partner as we seek to attract manufacturers and other heavy power users which tend to have high levels of capital investment and assessed value. Power availability, especially for industrial development, is a critical item as companies make site selection decisions.



Elka Bee's

Several months ago, staff met with ROIC, the owner and manager of the Safeway area property, and learned that Corner Coffee Shoppe would be replaced by a new operator called Elka Bee's, which already has a successful location in Happy Valley. This month, staff visited the owner of Elka Bee's and the Happy Valley café. The food was excellent, as was the customer service and ambiance. Elka Bee's will open in Wilsonville in October. They are completing renovations right now. This bakery, café, coffee shop, and catering option will be a welcome addition in the City and in Town Center specifically.



CIS Breaks Ground

The Mayor and staff were in attendance on July 24 when City/County Insurance Services (CIS) broke ground on their new facility on Wilsonville Road. The Mayor provided remarks and even turned a spade of dirt with the development/project team as she welcomed CIS to the City in a permanent home. CIS provides tailored insurance solutions for government entities and municipal organizations. They specialize in risk management, offering comprehensive coverage options and expert support to help local governments effectively manage their insurance needs and mitigate potential liabilities.



Staff leads OEDA class on Economic Development Marketing & Branding

The Oregon Economic Development Association (OEDA) invited Wilsonville staff to instruct a class on economic development marketing and branding as a part of their Oregon-specific professional development and certification program: Oregon Certified Economic Developer (OCED).

The 45-minute presentation and discussion was well-received by program participants and provided an opportunity to showcase Wilsonville as a leader in the state.



Engineering Division, Capital Projects

2024 Street Maintenance (4014/4717)

Bid opening was held on May 21 and Council awarded on June 3, this project aims to:

Boones Ferry Road (Wilsonville Road to Bailey Street)

- Reconstruction of pavement section
- Updating of all non-compliant ADA pedestrian ramps
- Pedestrian signal improvements at Boones Ferry Road at the entrance to Fred Meyer
- Updating of the mid-block pedestrian crossing near Killer Burger

Bailey Street (Boones Ferry Road to cul-de-sac near Subaru Dealership)

- Reconstruction of pavement section
- Updating of all non-compliant ADA pedestrian ramps

Boberg Road (Boeckman Road to Barber Road)

- Reconstruction of entire road section

The construction of this project is expected to occur between June-August of 2024.

Boberg (Sewer) Manhole Replacement (2100)

This project just completed replacement of a sewer manhole and installation of an internal diversion structure adjacent to the new Public Works campus. This diversion structure will send flows from one sewage basin that sees high stormwater flows through inflow and infiltration (I&I) during rain events, to be diverted to a lower flow sewage basin. This diversion will reduce the potential of any sewage backups in the higher flow basin.

Boeckman Creek Flow Mitigation (7068)

This project will look at storm water flows coming off the Siemens site towards Boeckman Creek. Historically, these flows were directed towards the Coffee Creek wetlands, but with development of the Siemens site, flows were altered to head towards Boeckman Creek in the 1980s. These flows are needed to return to their natural waterways with the installation of the new Boeckman bridge. Two main project sites exist, one between Parkway Avenue and Ash Meadows Road, and the other is on the Siemens campus. Surveying, geotechnical exploration, wetland delineations, and archeological investigations have been complete on both sites, ahead of schedule. Engineering modeling of the system is underway, with deliverables planned to come to the City in August. The team is gearing up for public outreach in the next two months.

Boeckman Creek Interceptor (2107)

This project will upsize the existing Boeckman Creek Interceptor sewer collection pipeline in order to support the development of the Frog Pond area. A regional trail will be installed as a part of the maintenance path from Boeckman Road to Memorial Park. Field investigations of the original area are finished, however, it was determined additional field investigations are needed to complete the routing study. CIP 7054, Gesellschaft Water Well Channel Restoration, will also be brought into this project to minimize City design and construction costs. Consultant proposal for additional work was accepted, and data was gathered near the west side of the Wilsonville Bridge at Boeckman Creek. Preliminary design iterations are underway to determine workable solutions to meet all project needs. A public open house will be held soon to seek input on the design to refine the layout. Currently, project constraints are being analyzed to help determine required design elements. Dates for outreach events will be set at appropriate times with advertised in advance of the events.

Engineering Division, Capital Projects

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

This project involves the design and construction of the Boeckman Dip Bridge, Boeckman Road Improvements (Canyon Creek Road – Stafford Road), Canyon Creek Traffic Signal, and Boeckman Road Sanitary Sewer projects. The Tapani-Sundt Joint Venture is now complete with design. Property acquisitions are advancing, and very nearly complete. This project has been divided into several guaranteed maximum price (GMP) packages. .

- **GMP 1: Temporary Traffic Signal at Stafford Road and 65th Avenue**
 - ◇ Complete!
- **GMP 2: Meridian Creek Culverts, House Demo**
 - ◇ Complete!
- **GMP 3: Bridge, Roundabout, and Road Widening**
 - ◇ Sewer installation is complete, marking another major milestone for this project.
 - ◇ Joint utility Trench - This work includes installing conduits underground to move overhead lines underground.
 - ◇ East of the bridge – Work here is complete, utility companies have started moving wires.
 - ◇ West of the bridge – Work here will be complete in August. Utility companies will start moving wires in August.
 - ◇ Under the bridge – work will commence after the bridge structure is in place.
- Work in the roundabout at Canyon Creek and Boeckman is underway. Work is starting on the Siemens site, as well as utility work through the intersection.
- **Bridge Construction**
 - ◇ Pile driving is complete, with bridge girders planned to be set in August.
 - ◇ Bridge Abutments are currently under construction with fill being placed for the next several weeks.
 - ◇ Bridge Girders have been ordered, with installation tentatively planned for late July.
 - ◇ Asphalt paving continues in stages, with the final surface being completed at the end of the year.

The entire project is expected to be complete in Fall 2025.



Pictured: conduits being laid in the joint utility trench. The conduits sticking out of the ground will eventually run into vaults for franchise utilities such as Comcast, MCI, and Zipy.

Engineering Division, Capital Projects

Charbonneau Lift Station (2106)

This project involves replacing the Charbonneau wastewater lift station with a submersible lift station and replacing the force main from the station to the I-5 bridge. The design contract was awarded to Murraysmith in December 2021, and final design was completed in October 2023. A construction contract with Tapani, Inc. was awarded by City Council in December 2023, with construction anticipated for completion in September 2024.

West Side Level B Reservoir and Transmission Main (1149)

This project includes design and construction of a new 3 million gallon water reservoir just west of City limits, along with a 24-inch transmission main connecting to the City water system. City Council awarded the construction contract to Tapani, Inc. in June 2024. Construction will begin in summer 2024 and is scheduled for completion in fall 2025.

Water Treatment Plant (WTP) Expansion to 20 MGD (1144)

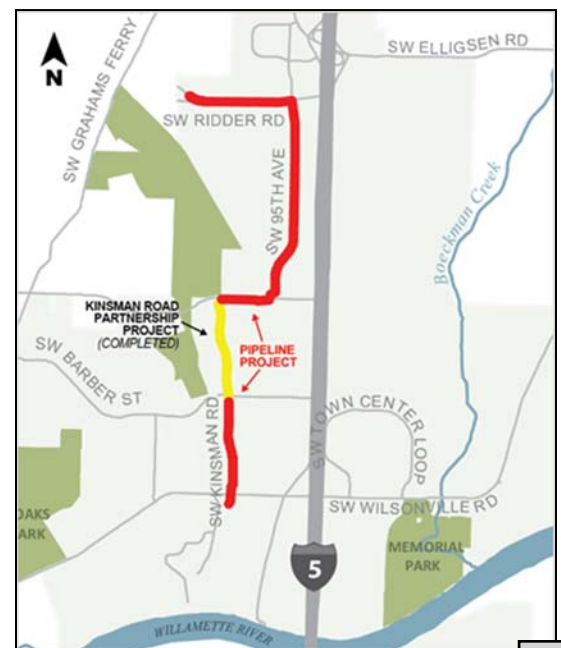
This project will expand the WTP capacity to 20 MGD and incorporate related WTP capital improvements. A Construction Manager/ General Contractor (CMGC) alternative contracting method was approved by City Council in March 2020. An engineering contract was awarded to Stantec in July 2020. The CMGC contract was awarded to Kiewit in August 2021. Final design was completed in coordination with the CMGC in March 2022. Construction (pictured) began in June 2022, with completion expected in December 2024.



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's last section of transmission pipeline to be constructed in the City of Wilsonville began in fall 2022, with completion planned for 2024. It will connect the remaining portion of the pipeline through Wilsonville and has an alignment along Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road (see image). The Engineering Division is currently in the process of reviewing final plans and coordinating construction. The trenchless crossing under Wilsonville Road and under Boeckman Road have been completed. Pipe install on the northern half of 95th Avenue to Ridder Road has been completed and restoration of the sidewalk and curb and gutter on the east side of the road is ongoing. The east side of 95th Avenue from Hillman Court to Ridder Road has been temporarily paved and is opened to two way traffic, with permanent concrete road panel restoration to follow in Summer 2024. Pipe installation and water main relocation began on 95th Avenue from Hillman Court to Boeckman Road at the end of February 2024. Pipe installation has been completed on Kinsman Road between Wilsonville Road and Barber Street and the road has been repaved and is open to two way traffic.



Engineering Division, Private Development

Residential Construction Activities

Canyon Creek South Phase 3

The contractor continues to work on punchlist items for closeout. The City continues to await submittal of construction drawings for the open space improvements.

Frog Pond West

Frog Pond West continues to see significant construction activities. Housing construction in the Frog Pond Ridge, Frog Pond Crossing, Frog Pond Oaks and Frog Pond Vista subdivisions is on-going.

- Frog Pond Crossing subdivision, a 29-lot subdivision located north of Frog Pond Lane, was paved at the end of July. The contractor is working on punchlist items for project closeout. Home construction is underway.
- Frog Pond Estates subdivision, a 22-lot subdivision located south of Frog Pond Lane and west of Frog Pond Ridge, is working on final completion items. Housing construction is anticipated to begin in the Fall 2024.
- Frog Pond Oaks, a 41-lot subdivision located to the west of Frog Pond Crossing, is working to complete the new neighborhood park.
- Frog Pond Overlook, a 24-lot subdivision located north of Frog Pond Lane, and west of Frog Pond Vista, is working on mass grading and installation of the sanitary sewer and storm sewer systems. Infrastructure construction is anticipated to be substantially complete by the end of 2024.
- Frog Pond Primary, the new West Linn-Wilsonville School District primary school on Boeckman Road is working primarily onsite. Paving along Sherman drive is anticipated to occur in August 2024.
- Frog Pond Terrace, a 19-lot subdivision located north of Morgan Farms, is working on mass grading and installing utilities including the sanitary sewer and storm mains. Infrastructure construction is anticipated to be substantially complete by the end of 2024.
- Frog Pond Vista subdivision, a 44-lot subdivision to the west of Frog Pond Oaks, is continuing to work on punchlist items for project closeout. Home construction is underway.
- Frog Pond Petras, a 21-lot subdivision located at the northern corner of Frog Pond Lane and Stafford Road has submitted construction drawings for review of the infrastructure improvements.



Frog Pond Overlook



Frog Pond Terrace

Natural Resources Division

National Pollutant Discharge Elimination System (NPDES) Stormwater Permit – Industrial Inspections

Wilsonville is home to a wide array of industrial businesses. Some of these industrial facilities use hazardous substances to manufacture products. To ensure these hazardous substances do not enter the stormwater system, annual inspections are conducted at facilities throughout Wilsonville. These inspections focus on “high potential pollutant generating facilities” that have been identified based on the City’s business license inventory.

Jim Cartan, the City’s Environmental Specialist, conducts the annual inspections, which are a combination of windshield surveys and formal site inspections. Annually, all of the high potential pollutant generating facilities are surveyed, and based on professional judgment and the knowledge of current activities and facilities at each site, a number of facilities may be selected for formal inspections.

During the formal inspection, Jim walks the site, both indoors and outdoors, to evaluate whether the facility has the potential to contribute significant pollutants loads to the stormwater system. A facility inspection form is completed, noting any findings of concern and indicating the appropriate follow-up action(s). At the conclusion of the inspection, Jim discusses any findings of concern with the business owner/operator. Typically, joint inspections are conducted with the City’s Industrial Pretreatment Coordinator.

The results of the industrial inspections are included in the City’s NPDES Stormwater Annual Report, which is submitted to the Oregon Department of Environmental Quality.



Grease in manhole



Improperly stored process water

Planning Division, Current

Administrative Land Use Decisions Issued

- 3 Type A Tree Permits
- 6 Type B Tree Permits
- 1 Type C Tree Permit
- 2 Class 1 Administrative Reviews
- 4 Class 2 Administrative Reviews

Construction Permit Review, Development Inspections, and Project Management

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

- Industrial development on Day Road and Garden Acres Road
- Residential subdivisions in Frog Pond West
- Transit-Oriented Development on SW Barber Street

Development Review Board (DRB)

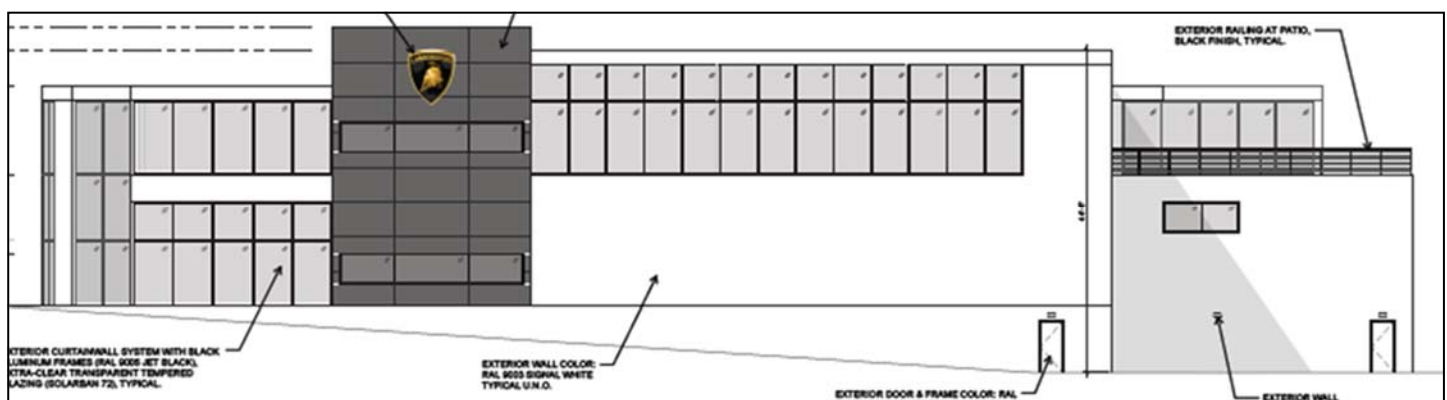
DRB Panel A did not meet in July.

DRB Panel B did not meet in July.

DRB Projects Under Review

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

- New bus wash and other improvements at SMART/Fleet
- New Lamborghini Dealership on SW Parkway Avenue in North Wilsonville along I-5
- Frog Pond Ridgecrest-54-home subdivision in Frog Pond West



Proposed Elevation of Lamborghini Dealership Facing I-5

Planning Division, Long Range

Frog Pond East and South Master Plan

With the Frog Pond East and South Master Plan adopted in December 2022, the City is now focusing on implementation. Two outstanding implementation steps are in process: (1) Development Code amendments, and (2) an infrastructure funding plan. During July, the project team, following a continued public hearing, worked to respond to outstanding questions, particularly storm water and required street improvements.



FROG POND EAST & SOUTH MASTER PLAN

Housing Our Future

This multi-year project will analyze Wilsonville's housing capacity and need followed by developing strategies to produce housing to meet the identified housing needs. This will build upon previous work, including the 2014 Housing Needs Analysis and 2020 Equitable Housing Strategic Plan. In July, the City held a joint work session with City Council and Planning Commission to present an overview of initial findings from the project's draft analysis of projected growth, population trends, and housing needs over the next 20 years. This information will form the basis for future discussions on potential policies and strategies to address identified housing needs.

Industrial Land Readiness Project

The Wilsonville Industrial Land Readiness project combines a focused economic and development potential analysis of the Basalt Creek Concept Plan on the northwest edge of the City with a City-wide Economic Opportunities Analysis and Economic Development Strategy to inform long-range job growth and planning efforts. The first phase of the project focuses on the Basalt Creek area, with a later second phase focusing on the entire City. During July, work continued with ECONorthwest on the economic analysis of the Basalt Creek area, including looking at available land and development potential. Transportation and natural resource evaluation work is also ongoing for the Basalt Creek area.

Oregon White Oak Response Coordination and Leadership

In July, Associate Planner Georgia McAlister continued as a key member of the Mediterranean Oak Borer (MOB) task force, continuing to coordinate efforts between various City Divisions and Departments, as well as contract arborists, property owners, and others to diagnose and make a plan to address the declining health of a number of the City's Oregon White Oak trees. Contracting Arborist, Morgan Holen, completed a visual assessment of publicly owned Oregon white oak trees and will have a report of their health status ready for review in the coming weeks. Outreach to residents and educational information sharing will continue throughout the year as more is learned.

The "log catch experiment", which involves a set of eight oak bolts filled with ethanol to attract the MOB, is ongoing with promising findings. The intent of the experiment is to find a natural predator for MOB to use as a biological control with the additional side benefit of learning whether ethanol logs can be used as a control method as well by diverting the attention of the MOB. Traps for tracking the presence of MOB continue to be set throughout the City on public and private property. Oregon Department of Forestry (ODF) and Oregon Department of Agriculture (ODA) continue to test management methods and are exploring more opportunities throughout Wilsonville with the support of staff. In August, we hope to have two additional management "experiments" underway including repellent testing as well as proactive pruning and deep watering of infested trees.

Planning Division, Long Range

Planning Commission

The Planning Commission met on July 10. The only item on the agenda was a public hearing for Frog Pond East and South Development Code amendments. Upon recommendation from City Staff, the Planning Commission voted unanimously to continue the hearing to October 9, 2024.

Transit-Oriented Development at the Wilsonville Transit Center

The Equitable Housing Strategic Plan identified exploration of Transit-Oriented Development (TOD) at the Wilsonville Transit Center as a near-term implementation action. Throughout 2023, the City worked with the project's selected developer, Palindrome, to refine development plans for the site. The now city-approved project includes 121 units of housing affordable to households making between 30% and 80% of Area Median Income, along with ground-floor tenants including a welcome center for SMART, a new home for Wilsonville Community Sharing, and a coffee house/taproom space. In July, the City finalized its review of construction permit documents consistent with the Development Review Board's approval of the project, with development anticipated to begin in August.

General project information is available on the project website:

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



JULY MONTHLY REPORT

FINANCE—The department where everyone counts

- **Fiscal Year End:** The end of fiscal year 2024 has come and gone (June 30), kicking off a busy summer as Finance staff work to complete the fiscal year-end process, including: analyzing, reviewing, and reconciling accounts—leading up to the preparation of financial statements, including the Annual Comprehensive Financial Report (ACFR).
- **Continuing Education / Training:** In a joint venture with Legal, Finance is working diligently to update our policies and procedures surrounding procurement. As a next step, City wide training and follow-up department specific trainings will occur. This is a great opportunity to revisit with the departments, best practices surrounding procurement, coinciding workflows, and various search engines, to ensure we're consistently staying up to date with best practices, laws, rules, and regulations, utilizing the system to its fullest, and eliminating any potential redundancies.
- **Sustainability:** In keeping with one of City Council's prior year goals, Finance continues to promote a paperless and electronic environment wherever and whenever possible. This includes Utility Billing's current campaign, in which we're again promoting and encouraging enrollment both in paperless billing, and coinciding electronic payments. As a next step, because currently less than 20% of our customers make payment via paper check, in an effort to continuously reduce our carbon footprint, beginning in September, a blank, return envelope will no longer be provided with the monthly utility bills. This will significantly reduce paper waste, as currently 80% of those envelopes go unused.
- **Attached Financials:** Finance continues to monitor all departments for on-going budget compliance. Of note, the attached July financials currently appear as understated, as both revenues and expenses that pertained to last fiscal year were accrued back (to fiscal year 2024). Further, due to timing differences, expenditures for July are often not received/posted until early August. As such, it's important to note these financials serve more as a snap shot, of a moment in time—more noticeably during our fiscal year end close process. If any questions, please don't hesitate to reach out.

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
110 - General Fund				
Taxes	\$ 16,395,000	\$ 108,589	\$ 16,286,411	1%
Intergovernmental	3,299,090	6,170	3,292,920	0%
Licenses and permits	176,700	103,855	72,845	59%
Charges for services	439,822	14,372	425,450	3%
Fines and forfeitures	190,000	16,399	173,601	9%
Investment revenue	620,000	-	620,000	0%
Other revenues	704,070	29,989	674,081	4%
Transfers in	5,292,360	487,602	4,804,758	9%
TOTAL REVENUES	\$ 27,117,042	\$ 766,976	\$ 26,350,066	3%
Personnel services	\$ 13,336,720	\$ 499,712	\$ 12,837,008	4%
Materials and services	13,991,845	1,195,848	12,795,997	9%
Capital outlay	210,200	18,471	191,729	9%
Transfers out	7,808,917	137,500	7,671,417	2%
TOTAL EXPENDITURES	\$ 35,347,682	\$ 1,851,531	\$ 33,496,151	5%
610 - Fleet Fund				
Charges for services	\$ 1,781,890	\$ 148,491	\$ 1,633,399	8%
Investment revenue	27,000	-	27,000	0%
TOTAL REVENUES	\$ 1,808,890	\$ 148,491	\$ 1,660,399	8%
Personnel services	\$ 1,059,030	\$ 38,562	\$ 1,020,468	4%
Materials and services	823,040	30,565	792,475	4%
Capital outlay	257,000	-	257,000	0%
TOTAL EXPENDITURES	\$ 2,139,070	\$ 69,127	\$ 2,069,943	3%
230 - Building Inspection Fund				
Licenses and permits	\$ 939,000	\$ 141,428	\$ 797,572	15%
Investment revenue	140,000	-	140,000	0%
TOTAL REVENUES	\$ 1,079,000	\$ 141,428	\$ 937,572	13%
Personnel services	\$ 1,027,800	\$ 36,771	\$ 991,029	4%
Materials and services	201,036	10,395	190,641	5%
Transfers out	368,400	30,700	337,700	8%
TOTAL EXPENDITURES	\$ 1,597,236	\$ 77,866	\$ 1,519,370	5%
231 - Community Development Fund				
Licenses and permits	\$ 668,567	\$ 162,855	\$ 505,712	24%
Charges for services	443,006	39	442,967	0%
Intergovernmental	265,000	-	265,000	0%
Investment revenue	70,000	-	70,000	0%
Transfers in	3,427,337	175,600	3,251,737	5%
TOTAL REVENUES	\$ 4,873,910	\$ 338,494	\$ 4,535,416	7%
Personnel services	\$ 3,976,150	\$ 142,651	\$ 3,833,499	4%
Materials and services	755,100	97,049	658,051	13%
Transfers out	824,000	53,000	771,000	6%
TOTAL EXPENDITURES	\$ 5,555,250	\$ 292,700	\$ 5,262,550	5%
240 - Road Operating Fund				
Intergovernmental	\$ 2,249,000	\$ -	\$ 2,249,000	0%
Investment revenue	91,500	-	91,500	0%
Other revenues	-	313	(313)	-
TOTAL REVENUES	\$ 2,340,500	\$ 313	\$ 2,340,187	0%
Personnel services	\$ 590,870	\$ 18,141	\$ 572,729	3%
Materials and services	641,312	22,938	618,374	4%
Capital outlay	42,000	-	42,000	0%
Debt service	360,000	-	360,000	0%
Transfers out	998,000	24,000	974,000	2%
TOTAL EXPENDITURES	\$ 2,632,182	\$ 65,079	\$ 2,567,103	2%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
241 - Road Maintenance Fund				
Charges for services	\$ 2,585,000	\$ 806	\$ 2,584,194	0%
Investment revenue	89,000	-	89,000	0%
TOTAL REVENUES	\$ 2,674,000	\$ 806	\$ 2,673,194	0%
Transfers out	\$ 2,623,945	\$ -	\$ 2,623,945	0%
TOTAL EXPENDITURES	\$ 2,623,945	\$ -	\$ 2,623,945	0%
260 - Transit Fund				
Taxes	\$ 6,200,000	\$ 333,299	\$ 5,866,701	5%
Intergovernmental	3,683,000	896,345	2,786,655	24%
Charges for services	20,000	457	19,543	2%
Investment revenue	640,000	-	640,000	0%
Other revenues	21,000	937	20,063	4%
TOTAL REVENUES	\$ 10,564,000	\$ 1,231,038	\$ 9,332,962	12%
Personnel services	\$ 5,611,270	\$ 165,953	\$ 5,445,317	3%
Materials and services	2,909,951	122,532	2,787,419	4%
Capital outlay	2,030,000	-	2,030,000	0%
Transfers out	3,563,550	68,400	3,495,150	2%
TOTAL EXPENDITURES	\$ 14,114,771	\$ 356,885	\$ 13,757,886	3%
510 - Water Operating Fund				
Charges for services	\$ 10,263,900	\$ (18,606)	\$ 10,282,506	0%
Investment revenue	800,000	-	800,000	0%
Other revenues	40,000	30	39,970	0%
TOTAL REVENUES	\$ 11,103,900	\$ (18,576)	\$ 11,122,476	0%
Personnel services	\$ 716,720	\$ 15,274	\$ 701,446	2%
Materials and services	5,935,766	322,191	5,613,575	5%
Capital outlay	1,518,500	49,486	1,469,014	3%
Debt service	375,000	-	375,000	0%
Transfers out	8,945,416	69,825	8,875,591	1%
TOTAL EXPENDITURES	\$ 17,491,402	\$ 456,776	\$ 17,034,626	3%
520 - Sewer Operating Fund				
Charges for services	\$ 7,787,000	\$ (35,071)	\$ 7,822,071	0%
Investment revenue	420,000	-	420,000	0%
Other revenues	31,500	-	31,500	0%
TOTAL REVENUES	\$ 8,238,500	\$ (35,071)	\$ 8,273,571	0%
Personnel services	\$ 481,890	\$ 12,452	\$ 469,438	3%
Materials and services	4,219,192	20,906	4,198,286	0%
Capital outlay	230,000	-	230,000	0%
Debt service	2,880,000	-	2,880,000	0%
Transfers out	2,813,972	53,100	2,760,872	2%
TOTAL EXPENDITURES	\$ 10,625,054	\$ 86,458	\$ 10,538,596	1%
550 - Street Lighting Fund				
Charges for services	\$ 544,500	\$ 275	\$ 544,225	0%
Investment revenue	30,000	-	30,000	0%
TOTAL REVENUES	\$ 574,500	\$ 1,275	\$ 573,225	0%
Materials and services	\$ 331,310	\$ -	\$ 331,310	0%
Transfers out	621,000	-	621,000	0%
TOTAL EXPENDITURES	\$ 952,310	\$ -	\$ 952,310	0%
570 - Stormwater Operating Fund				
Charges for services	\$ 3,527,500	\$ 1,309	\$ 3,526,191	0%
Investment revenue	230,000	-	230,000	0%
TOTAL REVENUES	\$ 3,757,500	\$ 1,309	\$ 3,756,191	0%
Personnel services	\$ 459,780	\$ 14,888	\$ 444,892	3%
Materials and services	852,592	13,491	839,101	2%
Debt service	842,000	-	842,000	0%
Transfers out	2,141,755	53,100	2,088,655	2%
TOTAL EXPENDITURES	\$ 4,324,127	\$ 81,479	\$ 4,242,648	2%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
336 - Frog Pond Development				
Licenses and permits	\$ 2,000,000	\$ 105,789	\$ 1,894,211	5%
Investment revenue	93,500	-	93,500	0%
TOTAL REVENUES	\$ 2,093,500	\$ 105,789	\$ 1,987,711	5%
Materials and services	\$ 32,560	\$ -	\$ 32,560	0%
Transfers out	3,061,015	-	3,061,015	0%
TOTAL EXPENDITURES	\$ 3,093,575	\$ -	\$ 3,093,575	0%
348 - Washington County TDT				
Washington County TDT	\$ -	\$ 311,156	\$ (311,156)	-
Investment revenue	34,000	-	34,000	0%
TOTAL REVENUES	\$ 34,000	\$ 311,156	\$ (277,156)	915%
346 - Roads SDC				
System Development Charges	\$ 900,000	\$ 1,844,623	\$ (944,623)	205%
Investment revenue	242,500	-	242,500	0%
TOTAL REVENUES	\$ 1,142,500	\$ 1,844,623	\$ (702,123)	161%
Materials and services	\$ 38,820	\$ -	\$ 38,820	0%
Transfers out	9,559,895	-	9,559,895	0%
TOTAL EXPENDITURES	\$ 9,598,715	\$ -	\$ 9,598,715	0%
396 - Parks SDC				
System Development Charges	\$ 825,000	\$ 34,469	\$ 790,531	4%
Investment revenue	43,500	-	43,500	0%
TOTAL REVENUES	\$ 868,500	\$ 34,469	\$ 834,031	4%
Materials and services	\$ 15,810	\$ -	\$ 15,810	0%
Transfers out	974,383	-	974,383	0%
TOTAL EXPENDITURES	\$ 990,193	\$ -	\$ 990,193	0%
516 - Water SDC				
System Development Charges	\$ 1,000,000	\$ 276,012	\$ 723,988	28%
Investment revenue	238,000	-	238,000	0%
TOTAL REVENUES	\$ 1,238,000	\$ 276,012	\$ 961,988	22%
Materials and services	\$ 24,280	\$ -	\$ 24,280	0%
Debt service	457,000	-	457,000	0%
Transfers out	8,270,238	-	8,270,238	0%
TOTAL EXPENDITURES	\$ 8,751,518	\$ -	\$ 8,751,518	0%
526 - Sewer SDC				
System Development Charges	\$ 550,000	\$ 73,662	\$ 476,338	13%
Investment revenue	31,500	-	31,500	0%
TOTAL REVENUES	\$ 581,500	\$ 73,662	\$ 507,838	13%
Materials and services	\$ 20,640	\$ -	\$ 20,640	0%
Transfers out	2,150,759	-	2,150,759	0%
TOTAL EXPENDITURES	\$ 2,171,399	\$ -	\$ 2,171,399	0%
576 - Stormwater SDC				
System Development Charges	\$ 200,000	\$ 187,141	\$ 12,859	94%
Investment revenue	77,500	-	77,500	0%
TOTAL REVENUES	\$ 277,500	\$ 187,141	\$ 90,359	67%
Materials and services	\$ 5,380	\$ -	\$ 5,380	0%
Transfers out	530,093	-	530,093	0%
TOTAL EXPENDITURES	\$ 535,473	\$ -	\$ 535,473	0%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
810 - Westside Program Income				
Investment revenue	\$ 5,000	\$ -	\$ 5,000	0%
TOTAL REVENUES	\$ 5,000	\$ -	\$ 5,000	0%
815 - Westside Capital Projects				
Investment revenue	\$ 128,500	\$ -	\$ 128,500	0%
TOTAL REVENUES	\$ 128,500	\$ -	\$ 128,500	0%
Materials and services	\$ 223,808	\$ -	\$ 223,808	0%
Capital outlay	2,080,000	-	2,080,000	0%
TOTAL EXPENDITURES	\$ 2,303,808	\$ -	\$ 2,303,808	0%
825 - Coffee Creek Capital Projects				
Investment revenue	\$ 2,500	\$ -	\$ 2,500	0%
Transfers in	500,000	-	500,000	0%
TOTAL REVENUES	\$ 502,500	\$ -	\$ 502,500	0%
Materials and services	\$ 136,004	\$ -	\$ 136,004	0%
TOTAL EXPENDITURES	\$ 136,004	\$ -	\$ 136,004	0%
827 - Coffee Creek Debt Service				
Taxes	\$ 748,000	\$ -	\$ 748,000	0%
Investment revenue	6,000	-	6,000	0%
TOTAL REVENUES	\$ 754,000	\$ -	\$ 754,000	0%
Debt service	\$ 782,000	\$ -	\$ 782,000	0%
TOTAL EXPENDITURES	\$ 782,000	\$ -	\$ 782,000	0%
830 - Wilsonville Investment Now Program				
Taxes	\$ 1,056,000	\$ 2,586	\$ 1,053,414	0%
TOTAL REVENUES	\$ 1,056,000	\$ 2,586	\$ 1,053,414	0%
Materials and services	\$ 1,056,000	\$ -	\$ 1,056,000	0%
TOTAL EXPENDITURES	\$ 1,056,000	\$ -	\$ 1,056,000	0%



Youth Services librarians demonstrating how to pierce a balloon without popping it at the “Stories & Science” program on July 17.

From the Director

Summer is our busiest season at the library and July is our busiest month. Our Summer Reading Program for all ages was in full swing and the energy and excitement in the library is unmatched.

In addition to our regular programs, the library also featured fun and educational performances including storyteller Rick Huddle and the Paradise of Samoa dancers and classes ranging from freshwater ecosystems to short story writing. The Storywalk at Tivoli park features the book The Summer Nick Taught His Cats to Read and illustrator Kate Berube attended the kick-off event.

There’s more summer reading fun planned for August, so make sure to stop by the library!

-Shasta Sasser, Library Director

Children's Services

Thursday Fun Shows

Thursday Fun Shows continued on July 11 with a performance by magician Seth Howard. Then on July 18, storyteller Rick Huddle entertained the crowd with exciting tales. The Paradise of Samoa dancers performed on July 25. These shows are for kids and their families and held at the Grove Shelter in Memorial Park at 11am on Thursdays through Aug. 1.

Stories & Science

School-age children enjoyed the weekly "Stories & Science" programs. At these programs, Youth Services librarians presented a story and then did a science demonstration. After the program, families explored a wide variety of science and craft activities.



Kids play with a construction toy at "Stories & Science" on July 10.

UPCOMING:

- The Reptile Man on Thursday, Aug. 1, at 11am at the Grove Shelter in Memorial Park.
- STEAM events presented by OMSI, University of Oregon Natural and Cultural History Museum, and the Oregon Aquarium Aug. 6-9.

Teen Services

Teen Summer Events

The Teen Summer Reading Program continued with a tarot card class on July 2, a Laser Tag/NERF day on July 9, a "Library After Dark" event from 10pm to midnight on July 23, and the "Party in the Park" on July 30.

UPCOMING:

- Last day to turn in Teen Summer Reading Program reading logs, STEAM logs, and Bingo Cards is Aug. 31
- Teen programs return in September.



Teens practiced their aim with NERF blasters at the Laser Tag/NERF Day event on July 24.

Adult Services

Flash Fiction Workshop

In preparation for August's Short Story Contest, local author Andi Winter presented a workshop about writing 'flash fiction' (stories under 1,500 words) on July 25.

Spanish Suicide Prevention Workshops

The Clackamas chapter of the National Alliance on Mental Health held a suicide prevention workshop on July 30. The workshop was taught in Spanish, teaching community members how to recognize that a person may be experiencing thoughts of suicide and offer first aid until more experienced help is available.

UPCOMING:

- First Friday Films on Friday, Aug. 2, at 3pm.
- PROFILES online presentation about Mark Twain on Wednesday, Aug. 7 at 11am.
- Walking Book Club discusses *Major Pettigrew's Last Stand* by Helen Simonson on Thursday, Aug. 15, at 1pm.
- Backyard Birdwatching class on Thursday, Aug. 29, at 6pm.



Over thirty adults attended the online PROFILES presentation about Roswell on July 3. The program was simultaneously broadcast at The Springs assisted living facility for residents to enjoy.



The July heat wave saw temperatures reach over 100 degrees. The library expanded hours to help residents escape the heat.

Around the Library

Library open during heat wave

Due to the Excessive Heat Warning in early July, the library was open expanded hours July 5-9.

Visitors to the library enjoyed the library's air conditioning, and had access to a number of library services. Visitors could browse the library bookstacks, use the public computers, and check out library items.

Short Story Contest coming in August

All ages are invited to submit short stories of less than 1,500 words in our 5th annual Short Story Contest from Aug. 1-31.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Beginnning English Class 11am Red Cross Blood Drive 11am-4pm	2 ODHS Drop-in 10am-12pm 1-3pm Intermediate ESL 10am Toddler & Baby Time 10:30am 11:15am Teen Tuesdays 2-4pm	3 Profiles Roswell and Beyond Zoom 11am Stories & Science 10:30am & 12pm	4 Library Closed Happy Independence Day	5 First Friday Films Next Goal Wins PG-13 3pm	6
7	8 Beginnning English Class 11am	9 ODHS Drop-in 10am-12pm 1-3pm Intermediate ESL 10am Toddler & Baby Time 10:30am 11:15am Teen Tuesdays 2-4pm	10 Stories & Science 10:30am & 12pm	11 Thursday Fun Show Magician Seth Howard 11am	12 TUESDAYS 	13 Teen Advisory Board Meets every Tuesday from 12-2pm
14	15 Beginnning English Class 11am Genealogy Club 1pm	16 ODHS Drop-in 10am-12pm 1-3pm Intermediate ESL 10am Toddler & Baby Time 10:30am 11:15am Teen Tuesdays 2-4pm Murder Mystery 2-7pm	17 Stories & Science 10:30am & 12pm	18 Thursday Fun Show Storyteller Rick Huddle 11am Walking Book Club Mad Honey by Jodi Picoult 1pm	19	20 They're Alive! Fantastic Freshwater Ecosystems with Rick Reynolds 1pm
21	22 Beginnning English Class 11am	23 ODHS Drop-in 10am-12pm 1-3pm Intermediate ESL 10am Toddler & Baby Time 10:30am 11:15am Teen Tuesdays 10pm-12am	24 Stories & Science 10:30am & 12pm	25 Thursday Fun Show Paradise of Samoa Dancers 11am Flash Fiction Workshop 6pm	26	27
28	29 Salvando Vidas: Entrenamiento de PPR (Preguntar, Persuadir, Referir) martes 6pm Registration required Beginnning English Class 11am	30 ODHS Drop-in 10am-12pm 1-3pm Intermediate ESL 10am Toddler & Baby Time 10:30am 11:15am Storywalk Artist 1:30-2:30pm Teen Tuesdays 2-4pm	31 Stories & Science 10:30am & 12pm Bike Repair 101 6pm Registration required	<h1>JULY</h1>		

Address
8200 SW Wilsonville Rd
Wilsonville, OR 97070

Hours
Monday - Thursday 10-8
Friday - Saturday 10-6
Sunday 1-6

More Information
(503) 682-2744
wilsonvillelibrary.org
reference@wilsonvillelibrary.org



Parks and Recreation Report | July 2024



Director's Report

July was a busy month for the Parks and Recreation Department. Kicking things off on July fourth was our third annual Laser Light Show, which was combined this year with a free concert prior to the show. The combo provided safe, free, family friendly, holiday fun for several hours in Town Center Park. The event was very well attended and a good time was had by all.

Other happenings this month include Movies in the Park, the Rotary Summer Concert series, sports tournaments, and ongoing summer camps.

~Kris Ammerman

Recreation Updates

STARS Camp

STARS Camp, intended for children on the free or reduced lunch program, took place from July 8-10 at the Memorial Park River Shelter. Multiple days of the camp, which took place from 9am- 3pm each day, reached 100 degrees! The parks team provided misters to keep the kiddos cool, plus lots of water and sunscreen! Despite the heat, kids had a great time participating in each day's activities, including but not limited to kickball, tie dyeing, and cooking smores with their own solar ovens.



Summer Camps are Still Going Strong!

Skyhawks Volleyball started off the month and there were multiple sessions of Skyhawks Tennis. Coyle's Intro to Wilderness Survival camp ran the week of the 15th with 14 enrolled. Various Play-Well Teknologies STEM Camps ran throughout the month. The second Jordan Kent Skills Camp of the season came at the end of the month starting on the 29th, with Chess Wizards running the same week, making for a jam-packed end to July! Registration is still open for many upcoming camps at WilsonvilleParksandRec.com/Register.

Movies in the Park Series Started this Month

July's movies in the park included Barbie on July 12 in Town Center Park and Elementals on July 26 in Edelweiss Park. Sponsors PDX Property Group brought popcorn and snacks for attendees and Pioneer Baptist Church handed out bottled water. Those interested in August Movies in the Park can find out more at wilsonvilleparksandrec.com.

Community Center Updates

Life 101

The Life 101 lecture series continued with a number of free educational lectures. Attorney Michael Rose gave two presentations. One was an overview of long term care centered around Medicaid planning and preserving and protecting assets, with the other being focused on estate planning basics such as wills, trusts and power of attorney. The Alzheimer's Association shared information on the 10 warning signs of Alzheimer's and how to recognize common signs of the disease.

Medicare Education

NW Medicare Advisors hosted a free educational workshop covering the basics of Medicare. Attendees learned what to expect when turning 65 and received an overview of Medicare and Medicare supplement coverage, and information on prescription drug coverage.

Nutrition Program

The nutrition program stayed consistent in July delivering 1,725 meals to 85 homebound members of our community. This is up from July 2023 where 1,550 meals were delivered.

Board Highlights

Arts, Culture, and Heritage Commission (ACHC)

While the ACHC did not meet in July, the Memorial Park Skatepark artist Abigail Penfold kicked off working on her design. Abigail is a Washington based Artist as well as a skater, and was selected by the Panel at the May 2024 ACHC meeting. Abigail has enjoyed working in the Community and meeting the local Skate Community. The mural was funded by Wilsonville—Metro Community Enhancement Funds.



Kitakata Sister City Advisory Board (KSCAB)

The Kitakata Sister City Advisory Board met on July 10 to discuss board goals. The KSCAB plans to present their goals to City Council in September.

Parks and Recreation Advisory Board (PRAB)

The Parks and Recreation Advisory Board held a special session on July 11 to hear updates on the Natural Resources Management Plan and Bee City USA. The next scheduled meeting for the PRAB is in October.

Wilsonville Community Seniors, Inc. (WCSI)

Due to low sign ups, the WCSI had to cancel their planned August trip to the Tillamook Air Museum. The Board will now turn their focus to this year's senior holiday party.

Upcoming Events

Movies in the Park Series:

- **Migration:** August 9, Dusk, Town Center Park
- **Wish:** August 23, Dusk, Memorial Park River Shelter

Party in the Park: August 22, 5:30-8:30pm, Town Center Park

Skate Jam: August 24, 1-3pm, Wilsonville Memorial Park Skatepark

Parks Team



Ongoing construction of Boones Ferry Park Playground



Parks team member Roger unplugging Murase Plaza water feature



Team making playground repairs at Edelweiss



Newly resurfaced trails at Memorial Park



City of Wilsonville Police

JULY 2024



Pictured upper left
School Resource Officer
Deputy Zach Keirse
with kids from one of
Wilsonville's
neighborhood parades.



Below:
Villebois neighborhood
group shot



The City of Wilsonville Police Department enjoyed celebrating the Fourth of July by participating in neighborhood festivities and parades.

Wilsonville Police Officer Deputy Chris O'Connor took a theft report on July 19. The victim reported that a driver's racing seat harness and other articles were stolen from their vehicle, which was being stored at a local business. The stolen items later appeared for sale on Facebook Marketplace.

Through careful coordination, a potential buyer arranged a meetup in Wilsonville. This led to the arrest of Christian Michael Walster, 30, of Salem, who was charged with Theft I. The case is now with the Clackamas County District Attorney's Office.

In July, Wilsonville Police Officers Deputies Nate Banfi and Zach Keirse, along with Recruit Deputy Justin Leffler, participated in one of the City's Walk Smart events. This free event encourages participants to walk more for everyday health and transportation.





City of Wilsonville

Call Activity

8,312

Total Calls

YEAR 2024

High Priority • 738

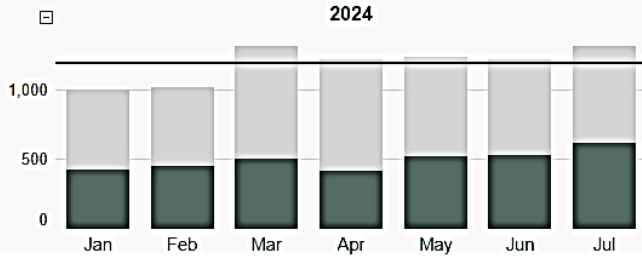
Medium Priority • 5,310

Low Priority • 2,264

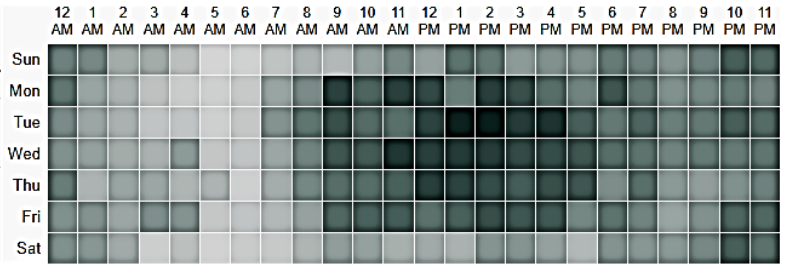
Public-Initiated • 3,466

Deputy-Initiated • 4,846

Call Activity by Month and Year



Call Activity by Day of Week and Hour of Day



*This dashboard is maintained by CCSO's Strategic Analysis Unit
Data source: Clackamas County Communication's Computer Aided Dispatch (CAD) software
Updated: 8/12/2024 6:20:45 PM (UTC)*

JULY 2024

59	104	63	179	381	184	94	249
Alarm	Assist	Civil	Crime	Disorder	Follow-up	Other	Traffic

Alarm	Alarm	59
Assist	Assist Public	71
	Assist Other Agency	15
	Assist Fire/Medical	6
	Missing Person	6
	Warrant	5
	Assist Law Enforcement	1
	Civil	Civil
Behavioral Health		12
Crime	Theft	27
	Hit & Run	25
	Domestic Violence	24
	Harassment/Menacing	21
	Criminal Mischief	17
	Fraud	15
	Sex Offense	11
	Assault/Abuse	10
	Trespass	10
	Stolen Vehicle	7
	Burglary	5
	Vice	4
	Arson	2
	Littering	1

Disorder	Suspicious Activity	107
	Welfare Check	72
	Parking Disorder	69
	Premise Check	43
	Subject Contact	24
	Animal Disorder	13
	Juvenile Disorder	12
	Noise Disorder	12
	Unwanted Person	12
	Extra Patrol	8
	Disturbance	5
	Fireworks	2
	Marine Patrol	1
	Recovered Stolen Vehicle	1
Follow-Up	Follow-Up	184
Other	Other	94
Traffic	Traffic Stop	220
	Traffic Crash	14
	DUII	5
	Hazard	5
	Traffic Disorder	5

From The Director's Office:

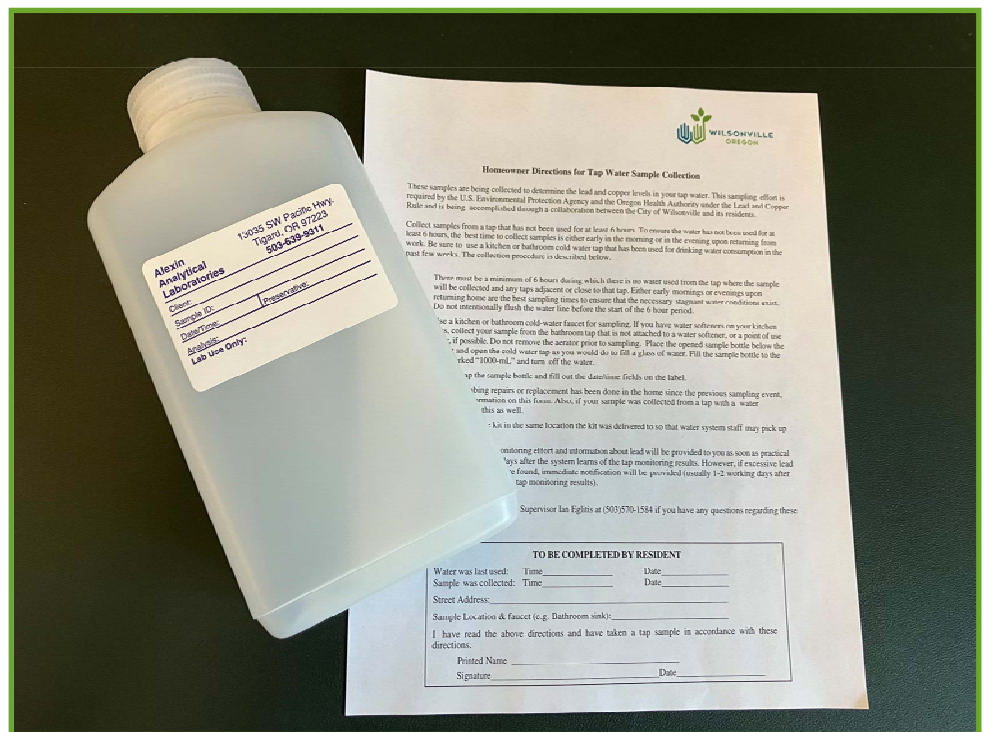
Every three years the City is required to perform water quality sampling to comply with the Federal and State Lead and Copper Rule. These samples are collected to determine the lead and copper levels in the community's tap water. During the week of July 17 through July 30, 2024, collection bottles and instructions were sent to 34 homeowners at pre-approved sites based on age of the building plumbing.

Samples are taken from either a kitchen or bathroom cold-water faucet that needs to be inactive for a minimum of six hours prior to filling the container. Once the water is collected, the sample bottle is labeled with the date and time of the collection. The receptacles are gathered by utility staff and sent to a lab for analysis.

Laboratory results are organized in ascending order the amounts of lead or copper in milligram per liter. Then the 4th and 5th highest samples are added together and divided in two to provide the 90th percentile level. The 90th percentile number is compared against the lead and copper action level.

Results of the monitoring effort and information about lead are provided to the homeowner after the tap monitoring results are received. If excessive lead and/or copper levels are found, immediate notification is provided to the homeowner.

In 2015, 2018 and 2021, the 90th percentile lead level and the 90th percentile copper level were below the action levels (AL) for lead and copper. It is anticipated that the 2024 results will be similar.



Lead and Copper Sample Collection bottle and instructions



Best Regards,

Delora Kerber, Public Works Director

Utilities

Oh My!

The water crew performed a variety of repairs this month, firstly a fire hydrant that had been run over by a semi-trailer on Burns way. Fortunately, the breakaway feature of the hydrant worked flawlessly, and the crew was able to quickly put the hydrant back into service with some replacement parts.



Utilities

Preparation Is The Key To Success

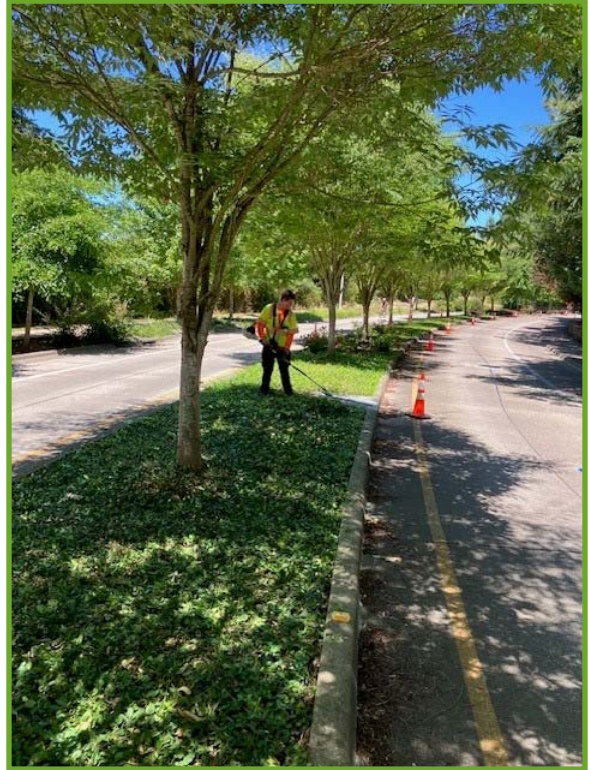
The replacement of a blow off valve that had broken in the closed position involved advance planning as it required the shutdown of a water main in order to perform the work. Advanced notification was provided to the affected customers before the crew excavated down to the malfunctioning valve, removed it and replaced it with a new valve. After testing the new valve and flushing the system, the main was restored and the hole was backfilled, compacted, and prepped for an asphalt patch.



Roads

The Heat Is On

The month of July brought on hot weather that can be taxing on our irrigation systems; repairs were made to keep water use low and plants healthy and green. Right of way landscapes also received some attention to ensure proper visibility which helps keeps citizens safe.



Fresh new banners were installed citywide, showcasing a vibrant new design and a resilient vinyl fabric that will protect the banners from fading in the hot summer months.



Roads

The Road Not Less Traveled

The nice weather allowed the Roads team to use our line spraying machine to update the striping in various areas across town.



An unidentified asphalt truck dumped a few tons of hot asphalt mix on Boones Ferry Road in the middle of the night, leaving a dangerous hazard for drivers. The Roads crew cleaned up the debris so that traffic could resume to normal, safe operation.



Stormwater

But Wait, There's More

In July the Stormwater crew managed to clean over 600 catch basins and remove over 30 metric tons of debris from the stormwater system preventing all those pollutants from flowing out to our rivers and streams.



Facilities

Build It Better

The Facilities team has spent the last couple months repairing irrigation leaks to improve water conservation and equip the system for optimum efficiency. Many hours have been invested in replacing outdated irrigation nozzles with more efficient options that use 30% less water, as well as adjusting and leveling sprinkler heads to ensure adequate coverage for landscapes.



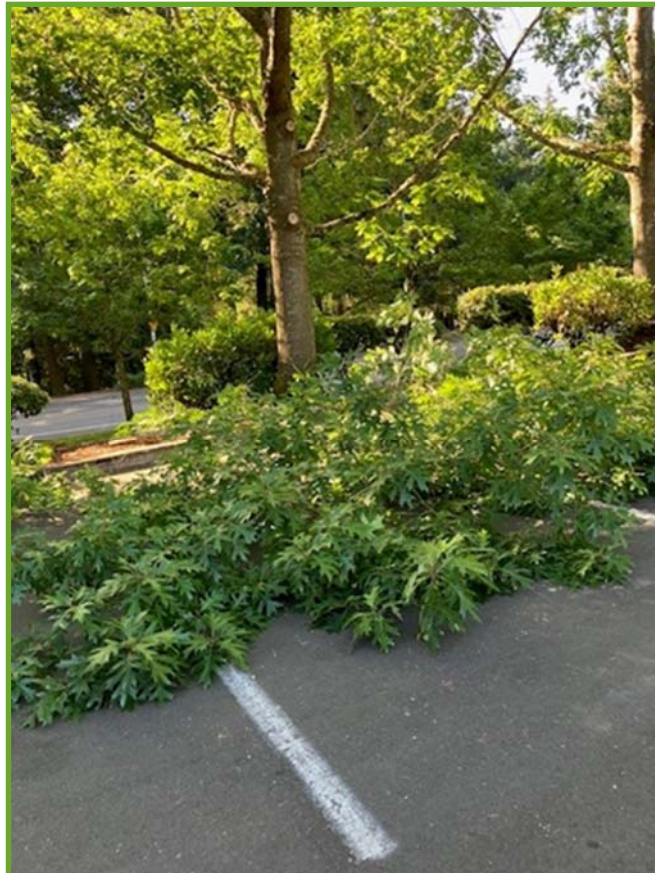
The Facility maintenance team installed new tack boards and white boards for the Legal department at City Hall, as well as re-keying the Police building. Great care is taken to keep the City's buildings in top notch condition and ensure functioning for years to come.



Facilities

Neat and Tidy

The Facility grounds crew tidied up the landscaping around the library to ensure a welcoming and inviting atmosphere for all who visit this site.



Facilities

Many Hands Make Light Work

Increased staffing on the Janitorial crew has provided time for deep cleaning of areas that require extra time and attention.



Slippery soap residue under the Community Center dish washer above) is no longer a hazard, and coffee stains in the carpet (below) are a thing of the past!





2024 July Report

Transit/Fleet

I've heard it said that "beauty is in the eye of the beholder." Shakespeare expressed something quite similar in *Love's Labours Lost*. He wrote – "Beauty is bought by judgement of the eye." How then do we humans define beauty? According to Oxford, beauty is "a combination of qualities, such as shape color, or form, that pleases the aesthetic senses, especially the sight." I believe beauty surrounds us all. It is at times quite tangible. I find beauty in the blue of the sea and sky, in a newborn baby's cry, in the unique patterns of a leaf and snowflake, in the sunrise and sunset that bookend a perfect day. I find beauty in the unsolicited smile of a friend, and in the warm caress of the wind.

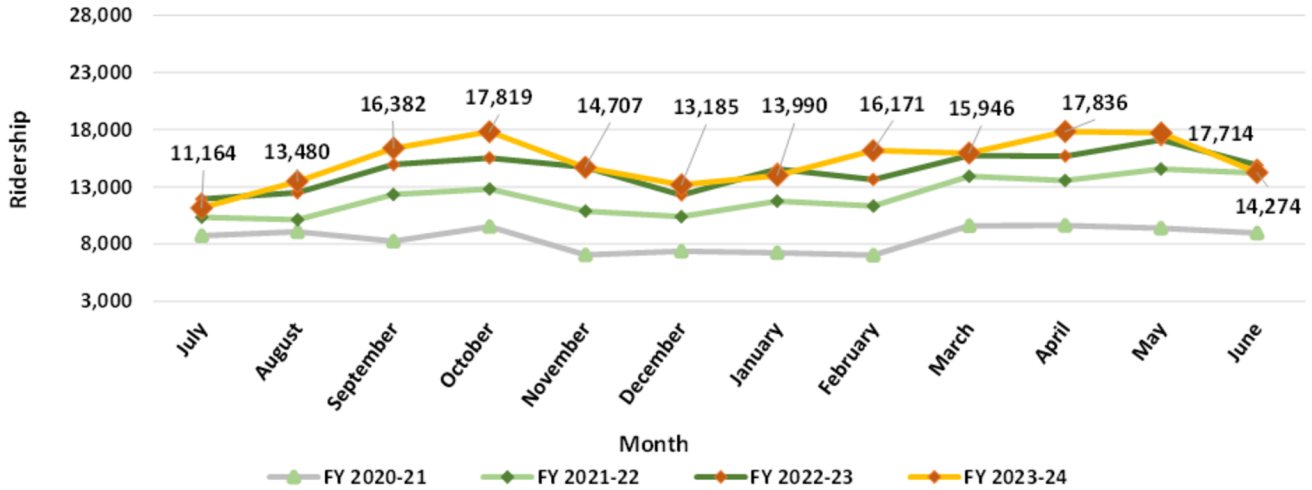
Dwight Brashear
Transit Director



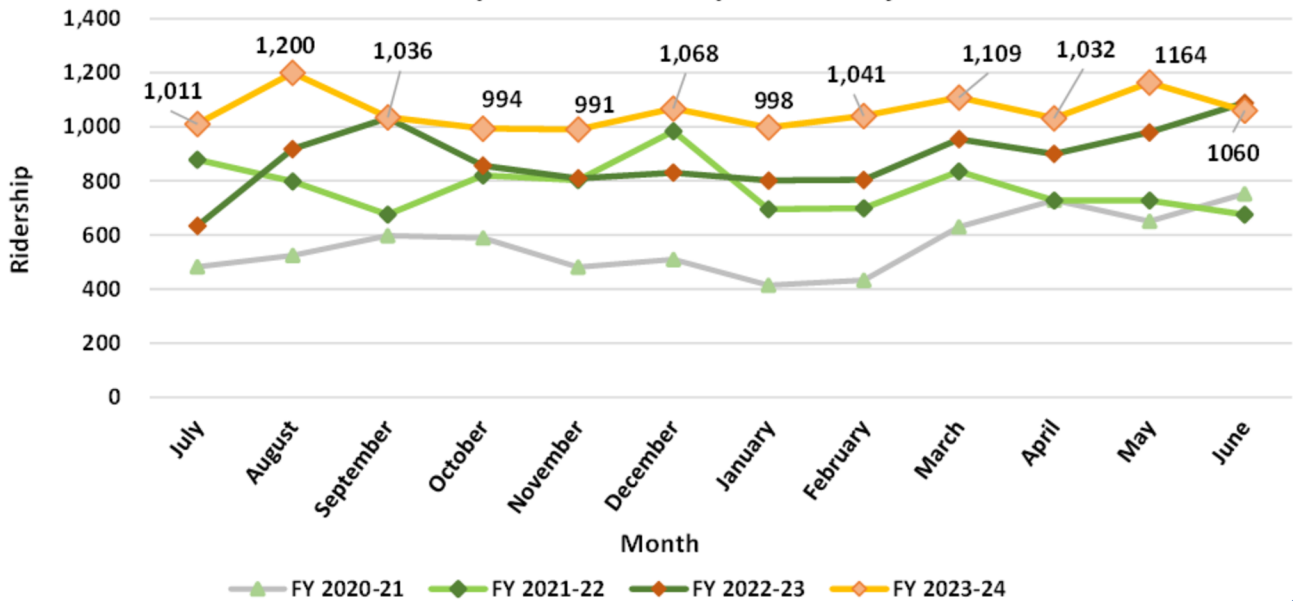
RIDERSHIP TRENDS

Anne MacCracken

Fixed Route Ridership Trends by Month



Demand Response Ridership Trends by Month



FLEET SERVICES

Scott Simonton

A new battery electric trolley is expected to arrive in Wilsonville later this year. This new trolley was purchased with grant funds from DEQ, more specifically, Diesel Mitigation funds.

The point of this grant program is to replace existing Diesel powered vehicles with zero tailpipe emission replacements. To ensure the mitigation projects meet the intended purpose, Department of Environmental Quality (DEQ) requires grant recipients to disable the Diesel vehicle being replaced and render it unreparable. This is done to ensure these vehicles are off the road permanently.

This means that by accepting this funding, the City must take additional steps where the old trolley is concerned. We are required to physically cut both main frame rails in half and must cut a 3"x3" hole in the engine block. This work must be documented and submitted to DEQ. Fleet employees have been hard at work disassembling the vehicle. Components and sections removed are being sorted for recycling.

OPERATIONS

Brad Dillingham

This July we have five new drivers, one of which came to us with a Commercial Driver License and is already on the road, learning our routes. The others are undergoing driver training and are expected to be in a similar situation within a month or so.

Transit is about access. In an ideal urban environment, we all share the same access to the things we love---parks, schools, stores, cafes, etc. It's one thing to provide excellent service to the public, which is something that we definitely do here consistently at the City of Wilsonville, but it's another to ensure that people have access to those incredible services. Transit is no different than any other public service, people from all backgrounds need access to it when they need it. Which is why in preparation of the new Villebois service this fall, SMART is working with Engineering to bring a handful of stops into compliance with ADA accessibility standards, and why we are ordering new stickers for our signs so that our signs can be highly visible on the day that we rollout the reintroduced service.

As we continue to implement our Transit Master Plan, we hope to see improvements in the service that we provide, as well as the access that people have to that service.

COMMUTE OPTIONS

Michelle Marston

Multiple large employers' Employee Commute Options (ECO) surveys came due during July, including the City of Wilsonville. Every two years large employers are required to survey their employees to demonstrate progress toward a 10% commute trip reduction goal.

This summer SMART launched a "How did you get there?" Challenge to see how folks choose alternative methods of travel for commute, errands and recreation trips.

When folks logged their trips they became eligible to win a prize in the weekly raffle and if they logged a trip each week during the challenge, they became eligible for a grand prize!

SUMMER
HOW DID YOU GET THERE?
GETTHEREOREGON.ORG

- 1** REGISTER TO JOIN & create account or LOGIN TO JOIN if you have an existing account with **Get There Oregon**.
- 2** Log transit, bike, walk, carpool or vanpool trips by filling in the details, 7/15-8/16
- 3** Each week (5) \$25 gift card winners selected. Log a minimum of one trip per week to be eligible for the grand prizes of (3) \$100 gift cards.

WILSONVILLE OREGON | SMART SOUTH METRO AREA REGIONAL TRANSIT | get there

GRANTS & PROGRAMS



Kelsey Lewis

July has been a busy month. We are preparing for two construction projects, at the Transit Center with the Transit Oriented Development, and for our yard expansion project at our Operations Center. Both will begin construction later this summer and fall. It is quite exciting to move into a time of change and beginning.

It also means a good deal of disruption for the normal operations of our bus service, which will affect our staff and our riders. I am sure there will be a few times that we will need to adapt to temporary conditions.

My focus during this time will be on keeping communication flowing throughout these projects, with clear and updated information. Look out for an announcement of the groundbreaking for the Wilsonville Transit Oriented Development project in August.



SAFE ROUTES TO SCHOOL

Patty Tiburcio

SMART partnered with *WashCo Bikes*, (a bicycle organization in Washington County) to host a Bike Camp. SMART's summer interns provided the camp counselors additional support during the camp.

SMART staff hosted Learn-to-Ride Bike Clinics at the Wilsonville Transit Center that were open to kids, teens, and adults. The community had the option to pre-register or drop-in.

SMART staff hosted a Bike Repair class to teach participants basic bike repair such as lubing the chain and repairing a flat tire.



Bike Adventure Camp



Learn to Ride Bike Clinic



Bike Adventure Camp

