



CITY COUNCIL MEETING AGENDA

December 20, 2021 at 7:00 PM

City Hall Council Chambers & Remote Video Conferencing

PARTICIPANTS MAY WATCH THE CITY COUNCIL MEETING AT:

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

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

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

TO PROVIDE PUBLIC COMMENT:

Individuals may submit comments via email, or mail written comments, or participate remotely by registering with the City Recorder:

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

City Recorder - Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

CITY COUNCIL MISSION STATEMENT

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

EXECUTIVE SESSION [5:00 PM]

- A. ORS 192.660(2)(h) Legal Counsel/Litigation

REVIEW OF AGENDA AND ITEMS ON CONSENT [5:35 PM]

COUNCILORS' CONCERNS [5:40 PM]

PRE-COUNCIL WORK SESSION [5:45 PM]

- B. [Public Works Complex Financing Plan \(Kerber\) \[30 min.\]](#)
- C. [Clackamas County Climate Action Plan \(Rappold\) \[20 min.\]](#)
- D. [City Hall Renovation Project \(Montalvo\) \[15 min.\]](#)

ADJOURN [6:50 PM]

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, December 20, 21 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on December 7, 2021. 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. [Appointments/Reappointments](#)
6. [Municipal Court Judge Employment Agreement](#)

COMMUNICATIONS [7:15 PM]

7. [Diversity, Equity and Inclusion \(DEI\) Committee Mission and Vision \(Mombert/ Haider\)](#)
8. [Memorial Park Nature Play Update \(Schull/Reeder\)](#)

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:45 PM]

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

9. [12/20/2021 Citizen Input](#)

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [7:55 PM]

10. Council President Akervall
11. Councilor Lehan
12. Councilor West
13. Councilor Linville

CONSENT AGENDA [8:15 PM]

14. [Resolution No. 2937](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Contractors Contract With 2KG Contractors, Inc. To Construct The City Hall Renovation Project. \(Montalvo\)](#)

15. **Resolution No. 2940**

[A Resolution And Order Amending Resolution No. 2915 To Further Extend The Local State Of Emergency And Emergency Measures, As Authorized By Resolution No. 2803. \(Adams\)](#)

16. **Resolution No. 2943**

[A Resolution Of The City Of Wilsonville, Acting In Its Capacity As The Local Contract Review Board, Authorizing The City Manager To Execute A Contract With Invoice Cloud, Inc. \(Katko\)](#)

17. **Resolution No. 2945**

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Murraysmith To Provide Phase 1 – Preliminary Engineering Consulting Services For The Charbonneau Lift Station Rehabilitation Project \(Capital Improvement Project #2106\). \(Nacrelli\)](#)

18. **Resolution No. 2946**

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Goods And Services Contract With Peterson Power Systems, Inc. For Annual Generator Maintenance. \(Montalvo\)](#)

19. [Minutes of the December 6, 2021 City Council Meeting. \(Veliz\)](#)

NEW BUSINESS [8:20 PM]

20. **Resolution No. 2941**

[A Resolution Of The City Of Wilsonville City Council Creating The Arts, Culture, And Heritage Commission. \(Ottenad\)](#)

CONTINUING BUSINESS [8:35 PM]

21. **Ordinance No. 853 - 2nd Reading**

[An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Residential Agricultural-Holding \(RA-H\) Zone \(Renamed By Ordinance No. 851 To Future Development Agricultural-Holding \(FDA-H\) Effective November 18, 2021\) To The Planned Development Residential-4 \(PDR-4\) Zone On Approximately 2.39 Acres Comprising Tax Lot](#)

[5500, Section 13aa, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Meridian United Church Of Christ, Applicant/Owner. \(Luxhoj\)](#)

PUBLIC HEARING [8:45 PM]

22. [Resolution No. 2942](#)

[A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2021-22. \(Katko\)](#)

CITY MANAGER'S BUSINESS [8:55 PM]

LEGAL BUSINESS [9:00 PM]

ADJOURN [9:05 PM]

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

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

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

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 20, 2021		Subject: Public Works Complex Financing Plan	
		Staff Member: Delora Kerber, Public Works Director	
		Department: Public Works	
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 type="checkbox"/> Information Only <input checked="" type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Review and provide feedback on the financing plans available for the construction of the Public Works Complex.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand and Maintain High Quality Infrastructure	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2015 City Facilities Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Review proposed financing plan to fund the construction of the Public Works Complex, which will consolidate the Public Works Department functions from various sites into a single location with a centralized warehouse, secure storage for city equipment and a seismically resilient building with a new Emergency Operations Center.

EXECUTIVE SUMMARY:

The Public Works (PW) Department is responsible for maintaining the City's transportation system and Rights of Way (ROW), water system, wastewater system, stormwater system, and city owned facilities. Additionally, PW serves as the City's Emergency Management Department. The current administrative offices are on the main level of the Public Works/Police Office building. PW equipment and materials are located at several sites around town including shared warehouse storage at Memorial Park Barn, barn and yard on property along Tooze Road (acquired for a future water reservoir), Elligsen Road Reservoir, SMART / Fleet facility and 3-Bay storage yard in Memorial Park. The 3-Bay site is on Park property and PW is currently utilizing the area through a five-year Conditional Use Permit which needs renewal in July 2024. The existing warehouse storage and equipment yard facilities at these sites are inadequate in both allocated space, associated structures/facilities and overall location. The decentralization of the sites and their distant locations from the administrative offices make day-to-day operations inefficient. The proposed solution to improve the PW Department facility is to build a new seismically resilient Public Works Complex that will consolidate the office, warehouse storage and equipment yard functions on a designated secure property.

In March 2015, the City completed a Facility Master Plan (FMP) that provided an analysis of the existing conditions of City facilities, concepts for incremental programmatic building, and proposed site improvements to meet the City's short and long-term needs through the Year 2035. The FMP Priority Evaluation categorized various improvement projects by priority rating including the condition of the existing facility, the urgency of the improvement project and funding availability. The Evaluation process developed two top priority projects: Priority #1 - Improved accommodations for the Police Department; and Priority #2 – Construct a new Public Works Complex. Priority #1 relies on the execution of Priority #2 in order to implement.

In 2016, the City purchased 7.58 acres on Boberg Road followed by the development of a conceptual Master Plan. Design of the PW Complex emphasizes functionality, long-term planning, seismic resilience, sustainability, energy efficiency and maintainability. In 2018, the City completed a Programming Analysis to determine the facility's essential needs and appropriate scaling. In 2019, the City commissioned the full design of the Complex based on the determinations made from the Programming Analysis and final design and construction drawings were finished in 2021. The final design calls for a 17,668 square foot seismically resilient administrative building with offices for staff, four individual crew rooms for the respective operational divisions, locker rooms, drying and laundry room, a break room, back-up servers for all city needs and a multi-purpose Emergency Coordination Center meeting space. The administrative building is an essential facility meeting Seismic Design Category IV criteria to ensure it will remain operational during and after a major disaster type event. The plans also call for a 19,967 square foot warehouse structure with space for materials, equipment and vehicle storage. Additional structures include a decant facility, chemical storage space and tanks, an equipment / vehicle wash, staff and city vehicle parking and outdoor construction materials storage.

During the last two years, our community was impacted by COVID, ice storms and forest fires and the City has relied more and more upon its Public Works Department to coordinate and implement the City's emergency response. This new facility would provide the first seismically rated city facility that would be an emergency coordination center in the event of a disaster as well as serve as a redundant support facility for other City needs in the event of subsequent events.

In early November 2021, an updated estimated construction cost summary was completed based on the final design, along with projected costs for permits, system development charges, other fees, and construction management for a total project cost of \$22,550,000. Recognizing the challenges of the current construction market and supply chain concerns, this project intends to utilize an alternate project delivery method to help control costs during construction.

The Public Works Department provides support services for many City programs and project costs will be distributed across various public works funding sources. The proposed funding allocations is as follows; General Fund (16%); Water (23%), Wastewater (23%), Stormwater (18%), and Roads (20%). This proposed allocation is based on space allocations within the overall facility as they relate to specific programs and proportionality of shared space.

To fund the project there are two scenarios each with several variations. Common to both scenarios is an upfront full prepayment of \$2,108,000 from the general fund reserve balance and partial upfront prepayment of \$2,000,000 from each of the water and wastewater fund's respective reserve balances thereby reducing the outside debt financing to \$16,442,000. The proposed General Fund prepayment would limit the loan repayment to utility revenue funds and the gas tax fund and minimize the complexity of outside borrowing. A small inter-fund loan of \$1,500,000 from the Water Fund to the General Fund share is recommended to curtail the long-term debt burden to the General Fund.

Scenario 1: 10-year term loan with three variations

- 1A) No early payoff with an annual debt service of \$1,800,000 allocated proportionally to Roads, Stormwater, Water and Wastewater operating funds. *
- 1B) Partial early payoff to cover the outstanding balances associated with the Roads and Stormwater Funds estimated at \$5,400,000 on July 1, 2026. Annual combined debt service for water and wastewater funds would continue at \$862,000 per year for the remainder of the term.*
- 1C) Full early payoff of \$10,300,000 in 2026 to cover all remaining payments.

** Estimations based on a 2% interest rate, with biannual payments on loan proceeds received March 1, 2022.*

Scenario 2: 15-year loan with the same three variations

- 2A) No early payoff with an annual debt service requirement of \$1,300,000 a year allocated proportionally to Road, Stormwater, Water, and Wastewater operating funds. **
- 2B) Partial early payoff to cover the outstanding balance associated with the Roads and Stormwater Funds estimated at \$6,600,000 on July 1, 2026. Annual combined debt service for water and wastewater funds would continue at \$622,000 per year for the remainder of the term. **
- 2C) Full early payoff of \$12,600,000 in 2026 to cover all remaining payments.

*** Estimations based on a 2.25% interest rate, with biannual payments on loan proceeds received March 1, 2022.*

Proposed funding source for partial or full early payoff of the loan is to utilize the ground lease lump sum payment from the 99-year Raw Water Pipeline (RWP) lease for the right to install and maintain a 66-inch water pipeline in City's Right of Way. Per the lease agreement, Tualatin Valley Water District and the City of Hillsboro pays the City of Wilsonville an annual payment of \$173,577 from July 2016 to July 2025 for 10-year total of \$1,735,770. The lease agreement culminates with a programmed lump sum payment of \$15,448,357 on July 1, 2026.

Using the RWP lump sum payment for the construction of the PW Complex would relieve some or all debt burden from user rates for utilities and minimize the impact to the gas tax fund which is used for the operation and maintenance of roads and ROWs. Option 1B and 2B early payoff would fully cover the debt for stormwater and roads leaving the water and wastewater funds to continue payments to the end of the loan term. Option 1C and 2C early payoff would cover the debt related to stormwater, roads, water and wastewater funds and the project debt would be retired.

EXPECTED RESULTS:

A successful Public Works Complex project will: address the current and future needs of the Public Works Department; improve efficiency through consolidation, organization, and layout; provide adequate shop space, office space, meeting rooms, breakrooms, locker and shower areas, vehicles, equipment and materials storage, disposal areas and parking; incorporate sustainability and green energy technology; and meet seismic risk category IV.

TIMELINE:

With funding approval, the project could start construction in early 2022 and be completed within a 16 - month period.

CURRENT YEAR BUDGET IMPACTS:

Funding of this project would require an amendment of the FY 21/22 budget to cover construction costs expended in this fiscal year. The remaining budget would be included in the FY 22/ 23 budget. A compounded 7% is added to the project cost each year it is delayed.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 12/09/2021

LEGAL REVIEW:

Reviewed by: JRA Date: 12/10/2021

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

This project will provide more efficiency of operations by consolidating the various Public Works functions in one location.

ALTERNATIVES:

Request additional financing plans.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. PW Complex Financing Proposals
2. PW Complex Renderings

Public Works Complex

Financing Proposals

Allocation of Funding

Funding Source	Allocation of Funds	Amount	Reserve Contribution	Inter-fund Loan	Debt Financing
General Fund (Facilities)	16%	\$3,608,000	(\$2,108,000)	(\$1,500,000)	\$0
Water Operating	23%	\$5,186,500	(\$2,000,000)	\$1,500,000	\$4,686,500
Wastewater Operating	23%	\$5,186,500	(\$2,000,000)		\$3,186,500
Stormwater Operating	18%	\$4,059,000			\$4,059,000
Roads Operating	20%	\$4,510,000			\$4,510,000
Total	100%	\$22,550,000	(\$6,108,000)	-	\$16,442,000

Funding Options

Scenario 1 - 10 year term	1A No Early Payoff	1B Partial Early Payoff 7/1/2026	1C Full Early Payoff 7/1/2026
Payoff Amount*	\$0	\$5,400,000	\$10,300,000
Annual Debt Service	\$1,800,000	\$862,000	\$0
<u>Funding Source - ♦</u>			
Water Operating	♦	♦	
Wastewater Operating	♦	♦	
Stormwater Operating	♦		
Roads Operating	♦		

Scenario 2 - 15 year term	2A No Early Payoff	2B Partial Early Payoff 7/1/26	2C Full Early Payoff 7/1/26
Payoff Amount*	\$0	\$6,600,000	\$12,600,000
Annual Debt Service	\$1,300,000	\$622,000	\$0
<u>Funding Source - ♦</u>			
Water Operating	♦	♦	
Wastewater Operating	♦	♦	
Stormwater Operating	♦		
Roads Operating	♦		

* Using funds from ground lease lump sum payment of \$15,448,357 on July 1, 2026.



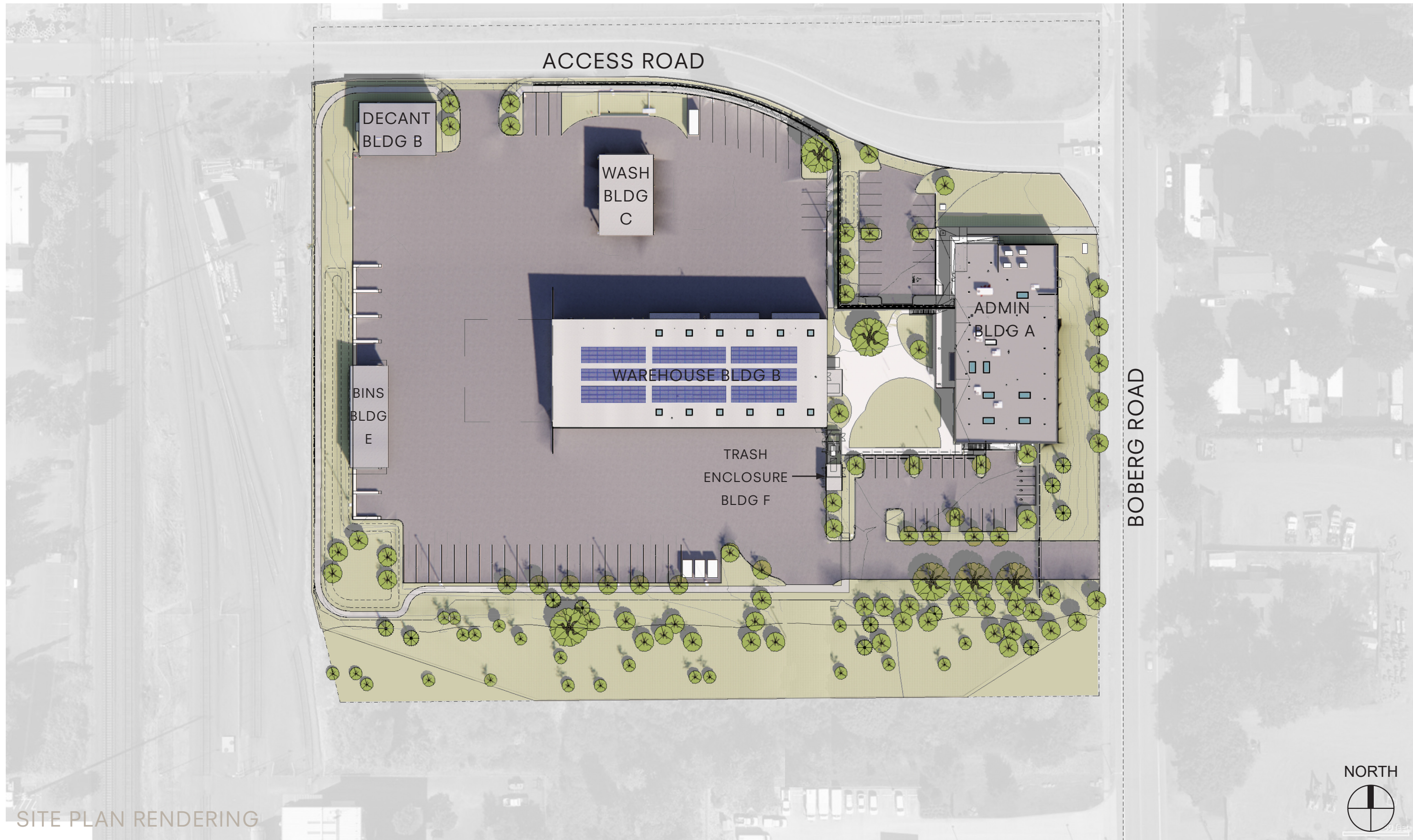
NE ADMINISTRATION RENDERING



WEST ELEVATION RENDERING



AERIAL PERSPECTIVE



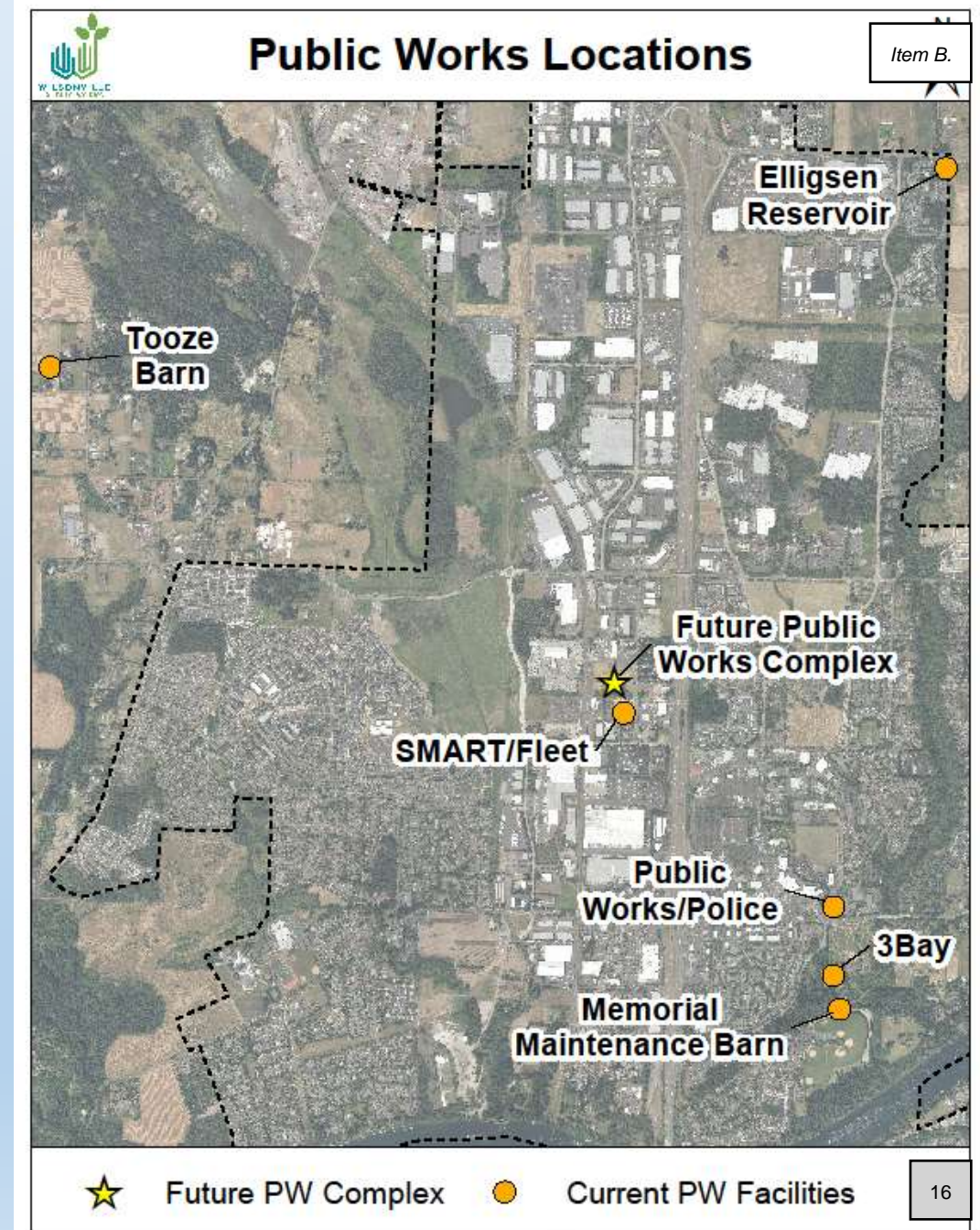
SITE PLAN RENDERING

Public Works Complex Financing Plan

Presentation to Wilsonville City Council
December 20, 2021

Project Need

- Decentralization of staff, equipment and materials
- Inefficient day to day operations
- Seismic vulnerability
- Inadequate space and structures
- Impacts ability to effectively provide core services



Actions to Date

- 2008 to Present using 3-Bay Facility under a Temporary Use Permit
- 2015 completed City Facility Master Plan
 - Goal #1 provide Police Department with adequate space via remodel of PWPO building
 - Goal #2 consolidate PW functions into one location
- 2016 purchased 7.58 acres on Boberg Road
- 2019 completed Conceptual Master Plan
- 2021 completed Final Design and Construction Documents
- October 2021 received Land Use approval

Design Approach

- Functionality and Efficiency drove layout for providing Core Services
- Long Term Planning –
 - Sized for future programs
 - Provide for future expansion
- Seismic Resiliency and Redundancy
- Use LEED/Green Globe Criteria to Create Sustainability Checklist
- Energy Efficiency: Green Energy Technology - 1.5% of cost
- Modest, Durable, and Maintainable

Key Features

- Consolidation of personnel, equipment, and functions
- Secure site for City assets
- City Central Warehouse
- Conference room for public use
- Emergency Coordination Center
 - Conference/Training room for City staff
- Decant Facility
- Truck Wash
- Chemical Storage





AERIAL PERSPECTIVE



NE ADMINISTRATION RENDERING



WEST ELEVATION RENDERING

Project Cost Estimate Summary

Building permit fees	\$340,700
System Development Charges - water, sewer, roads, stormwater, parks	\$749,900
Additional Fees - School Excise, Metro Excise, Planning	\$62,000
Project Administration - Owner's Rep, Architect, Special Inspections	\$600,000
Estimated Construction Cost	\$19,801,000
Sub-total	\$21,553,600
Contingency	\$1,000,000
Grand Total	\$22,553,600

Allocation of Funding

Funding Source	Allocation of Funds	Amount	Reserve Contribution	Interfund Loan	Outside Debt Financing
General Fund (Facilities)	16%	\$3,608,000	(\$2,108,000)	(\$1,500,000)	\$0
Water Operating	23%	\$5,186,500	(\$2,000,000)	\$1,500,000	\$4,686,500
Wastewater Operating	23%	\$5,186,500	(\$2,000,000)		\$3,186,500
Stormwater Operating	18%	\$4,059,000			\$4,059,000
Roads Operating	20%	\$4,510,000			\$4,510,000
Total	100%	\$22,550,000	(\$6,108,000)	-	\$16,442,000

Funding Option – Scenario 1

Scenario 1 - 10 year term at 2.20%	1A No Early Payoff	1B Partial Early Payoff 7/1/26	1C Full Early Payoff 7/1/26
Payoff Amount*	\$0	\$5,400,000	\$10,300,000
Annual Debt Service	\$1,800,000	\$862,000	\$0
<u>Funding Source</u>			
Water Operating	\$513,000	\$513,000	
Wastewater Operating	\$349,000	\$349,000	
Stormwater Operating	\$444,000		
Roads Operating	\$494,000		

* Using funds from ground lease lump sum payment of \$15,448,357 on July 1, 2026.

Funding Option – Scenario 2

Scenario 2 - 15 year term at 2.25%	2A No Early Payoff	2B Partial Early Payoff 7/1/26	2C Full Early Payoff 7/1/26
Payoff Amount*	\$0	\$6,600,000	\$12,600,000
Annual Debt Service	\$1,300,000	\$622,000	\$0
<u>Funding Source</u>			
Water Operating	\$369,000	\$369,000	
Wastewater Operating	\$250,000	\$250,000	
Stormwater Operating	\$321,000		
Roads Operating	\$360,000		

* Using funds from ground lease lump sum payment of \$15,448,357 on July 1, 2026.

Council Questions/Direction

Next Steps

- Solicit debt financing loan
- Bring financing resolution to Council for review and approval
- Issue Request for Qualifications for Owner's Representative
- Solicit construction proposals and bids
- Start construction



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 20, 2021		Subject: Clackamas County Climate Action Plan	
		Staff Member: Kerry Rappold, Natural Resources Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input 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: Provide Council with an overview of Clackamas County’s Climate Action Plan planning process.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: 7.3 Develop a Wilsonville climate action strategy in alignment with Clackamas County's planning efforts.	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

The City Council goals and strategies for FY 2021-23 include developing a Wilsonville climate action strategy in alignment with Clackamas County’s planning efforts. Staff will provide an overview of the County’s planning process for their Climate Action Plan.

EXECUTIVE SUMMARY:

In 2020, Clackamas County staff began the planning process for developing a Climate Action Plan. The goal of being carbon neutral by 2050, and adopting a Climate Action Plan, was first approved by the Board of County Commissioners in 2019 and reaffirmed in 2021.

Over the last year, County staff have undertaken the early phases of the project. Overall, there are six (6) phases to the planning process, which include:

- **Discover** (October 2020 – June 2021) – gather data, develop models
- **Develop** (July 2021 – October 2021) – develop criteria, draft strategy
- **Feedback** (November 2021 – February 2022) – public review and comment
- **Refine** (March 2022 – June 2022) – develop final plan, climate lens, implementation
- **Adopt** (July 2022 – December 2022) – Board action
- **Implement** (2023 – 2050) – implement, monitor and improve

In 2021, County staff began an extensive public involvement process guided by a number of advisory groups, which include:

- **Climate Advisory Task Force** – comprised of 24 members with wide-ranging geographic representation, lived experiences, and areas of content expertise
- **Youth Advisory Task Force** – comprised of 24 youth members
- **Cities Workgroup** – comprised of 11 staff members from cities within Clackamas County

City staff are participating in and will monitor the progress of the Climate Action Plan, and will provide periodic updates to the City Council. Based on the outcome of the County’s planning effort, the City Council will determine the most appropriate path for moving forward, such as developing a Wilsonville climate action strategy in alignment with the County’s Plan.

EXPECTED RESULTS:

Track the development of the County’s Climate Action Plan and determine the appropriate climate action strategy for Wilsonville.

TIMELINE:

The County expects to adopt their Climate Action Plan by the end of 2022.

CURRENT YEAR BUDGET IMPACTS:

No funding has been identified for the climate action strategy. It is expected that funding will be requested for FY 2022-23.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 12/07/2021

LEGAL REVIEW:

Reviewed by: JRA Date: 12/07/2021

COMMUNITY INVOLVEMENT PROCESS:

Currently, all public involvement is associated with the County’s planning process.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Climate change has the potential to affect the lives and livelihoods of every resident. Developing a Wilsonville climate action strategy will provide the opportunity to explore options for reducing greenhouse gas emissions and identifying actions that address climate change.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

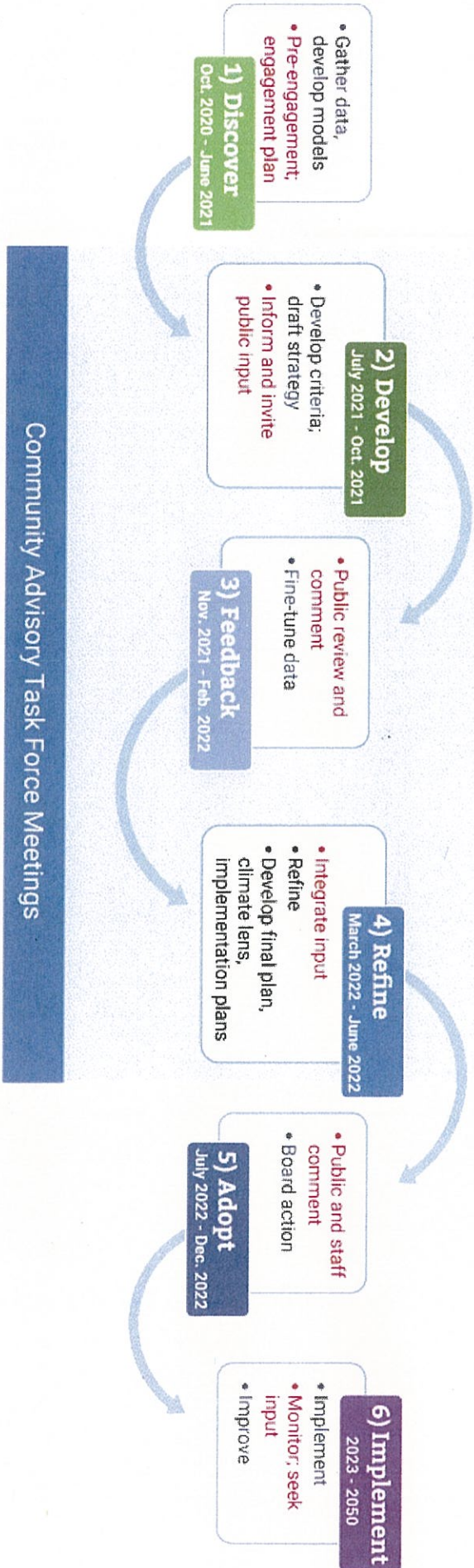
ATTACHMENTS:

- A. Climate Action Plan phases of work

Clackamas County Climate Action Plan Project: Phases of Work

Red: outreach and engagement tasks

Blue: other project tasks



Clackamas County Climate Action Plan

City Council Work Session

December 20, 2021

Kerry Rappold

Natural Resources Manager



WILSONVILLE
OREGON

Climate Action Plan

By 2023, a Climate Action Plan is adopted for our community with specific recommendations to reach the goal of being carbon neutral by 2050.

Clackamas County Board of Commissioners
Performance Clackamas, March 2021

Climate Action Plan

- Carbon neutrality, resilience and adaptation
- 30-year planning horizon
 - Divided into 2-year implementation plans
- County-wide scope, with opportunities for cities to partner
- More detail and newsletter sign-up on <https://www.clackamas.us/sustainability/climateaction>

Planning Process

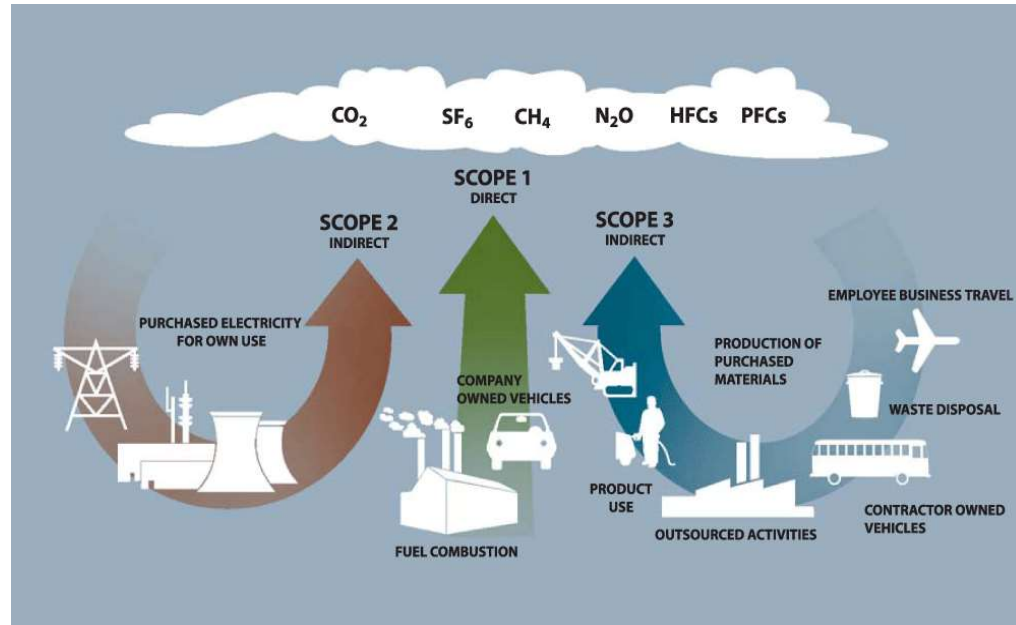
Clackamas County Climate Action Plan Project: Phases of Work

Red: outreach and engagement tasks Blue: other project tasks



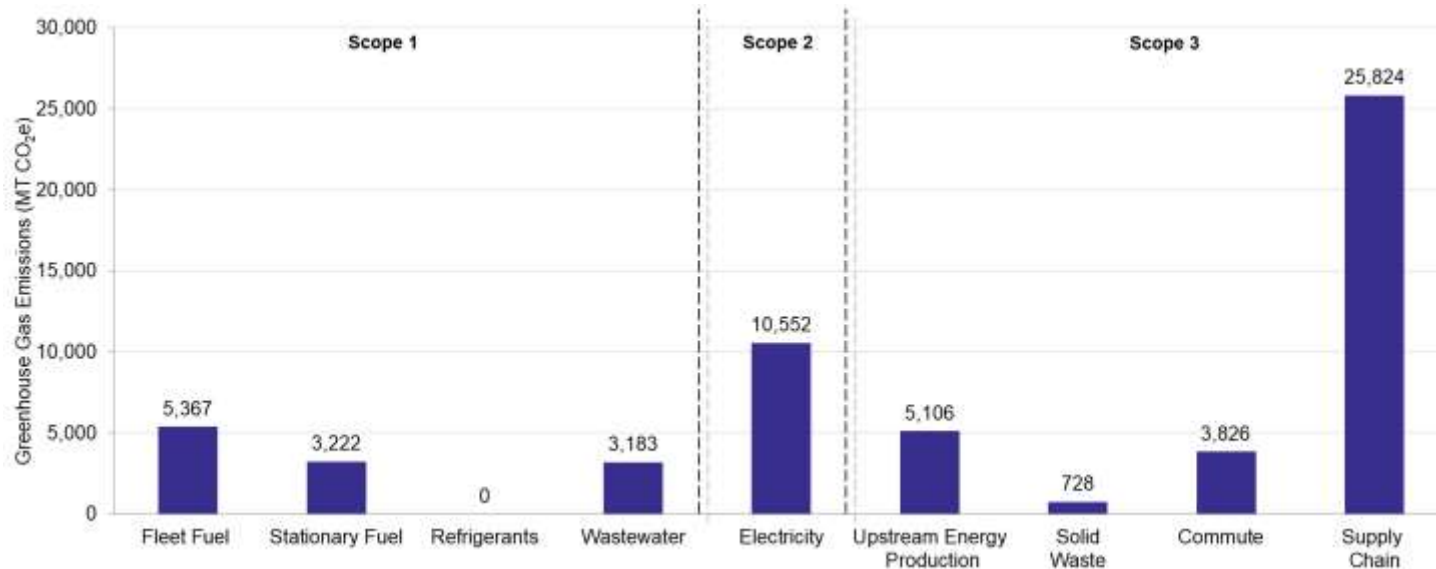
Greenhouse Gas Inventory

- Common Boundaries
 - Household
 - **Operational**
 - **Community**
 - Global



Operational GHG Inventory

- Time Period: 2017
- Boundaries: County Departments and Special Districts



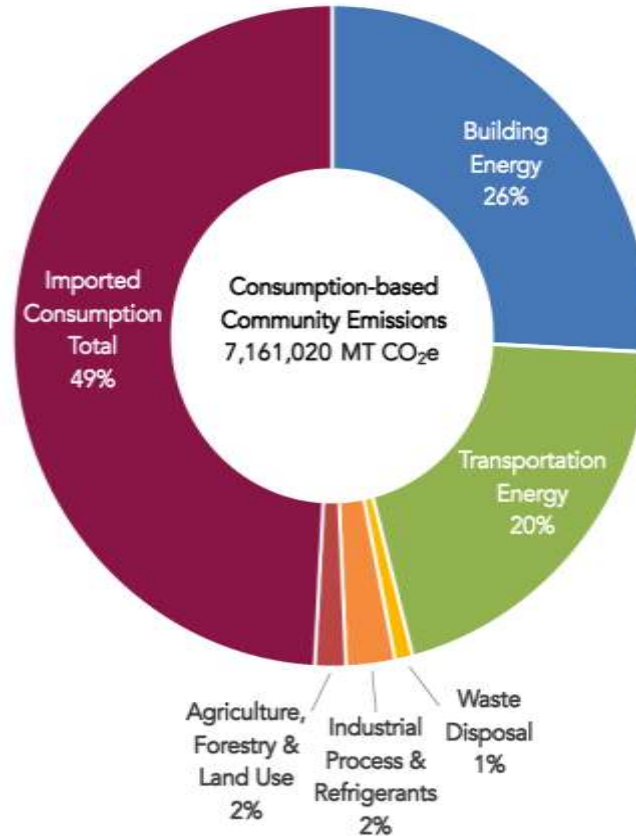
Community GHG Inventory

- Time Period: 2018
- Boundaries: Clackamas County Geography
- Emissions sources:
 - **Buildings**
 - **Transportation**
 - **Waste**
 - **Industry and Refrigerants**
 - **Household consumption of goods and food**
 - **Air travel (from airports outside boundary)**
 - **Upstream energy production**



Community GHG Inventory Results

- Total emissions – 7,161,020 MT CO₂e
- Without imported emissions - 3,795,112 MT CO₂e
- Per Capita
 - Clackamas County - 9.1
 - US average – 16.5
 - Global average – 5.0
- Most meaningful benchmark is against self over time



Cities Workgroup

- Group
 - Community vs. Organization
 - Paths of connection/support
 - City commitment
- Members
 - share engagement opportunities
 - 4-5 meetings Oct-May
 - homework between meetings
 - connect with city leadership

Questions

Item C.



City Hall Renovations Construction Contract



Process



BACKGROUND



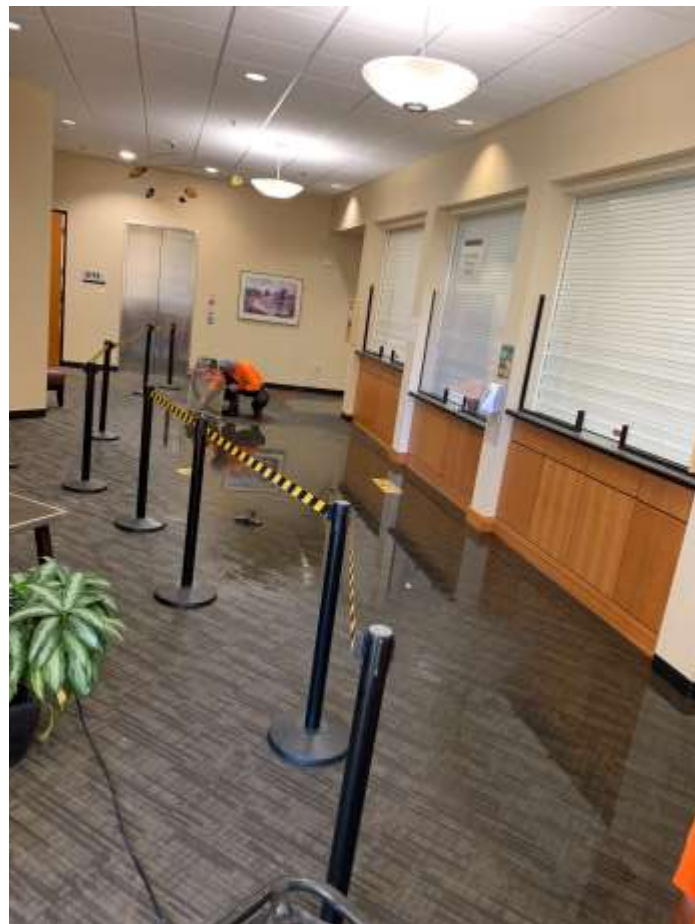
DESIGN



BUILD

Damages

(First & Second Floors)



Design

- Modify Front Desk Areas
 - Improve Customer Service Experience
 - Increase Efficiency and Security
- “Back of the House” restored to a pre-loss condition





Public Bidding Process

- Formal Request for Bids
 - Public Advertisement
 - Two Part Bid for Base and Improvements
- Public Bid Opened on November 10
- Low Bidder deemed Non-Responsive
- 2KG Contractors second low bid

Bid Results

Company	Base Bid	Alternate Bid	Total Bid
Art Cortez Construction, Inc. (Deemed Unresponsive)	\$ 171,656.68	\$188,537.08	\$ 360,193.68
zKG Contractors, Inc. (Responsive Low Bidder)	\$ 150,943.00	\$280,723.00	\$ 431,666.00
Buildskape, LLC	\$ 138,249.00	\$395,469.00	\$ 533,718.00

Budget Amendment

Description	Original Bud Supplement 10/18/21	Additional Budget Supplement 12/20/21	Total
Design / Construction Cost	\$ 279,000.00	\$ 243,966.00	\$ 522,966.00
CIS Reimbursement (minus deductible)	\$ 93,402.00	\$ 39,847.00	\$ 133,249.00
City Portion	\$ 185,598.00	\$ 204,119.00	\$ 389,717.00
Total Cost	\$ 279,000.00	\$ 243,966.00	\$ 522,966.00

Options

- Approval of Upgrades and Modifications
 - Recommended alternative
 - Notice to Proceed Dec 27, 2021
 - Substantial Completion April 2, 2022
- or-
- Approval of Pre-Loss Condition
 - Return to Council in January
 - Issue Contract for Base Bid Low Bidder
 - Notice to Proceed Jan 21, 2022
 - Substantial Completion TBD

Thank you

Questions

CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings

Items known as of 12/10/21

Item 4.

January

Date	Day	Time	Event	Location
1/3	Monday	7:00 p.m.	City Council Meeting	Council Chambers
1/10	Monday	6:30 p.m.	DRB Panel A	Council Chambers
1/11	Tuesday	6:00 p.m.	Diversity, Equity and Inclusion (DEI) Committee	Virtual
1/12	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
1/13	Thursday	1:00 p.m.	Tourism Promotion Committee	Virtual
1/13	Thursday	4:00 p.m.	Parks and Recreation Advisory Board Meeting	Parks and Recreation Admin. Bldg.
1/20	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
1/24	Monday	6:30 p.m.	DRB Panel B	Council Chambers
1/26	Wednesday	6:30 p.m.	Library Board Meeting	Library

February

Date	Day	Time	Event	Location
2/2	Wednesday	6:00 p.m.	Mid-Year Budget Review	Council Chambers
2/7	Monday	7:00 p.m.	City Council Meeting	Council Chambers
2/8	Tuesday	6:00 p.m.	Diversity, Equity and Inclusion (DEI) Committee	Virtual
2/9	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
2/14	Monday	6:30 p.m.	DRB Panel A	Council Chambers
2/23	Wednesday	6:30 p.m.	Library Board Meeting	Library
2/24	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
2/28	Monday	6:30 p.m.	DRB Panel B	Council Chambers

Community Events:

- 12/18-12/31** Take & Make Kits available at the Library while supplies last
- 12/21** Quilters from 9:00 a.m. - 11:45 a.m. at the Tauchman House
- 12/21** Municipal Traffic Court; 5:00 p.m. at City Hall
- 12/22** Pinochle/Cribbage from 1:00 p.m.- 4:00 p.m. at the Community Center
- 12/23** Bridge for Beginners: Drop-In Lessons from 10:00 a.m. - 11:30 a.m. at the Community Center
- 12/23** Ladies Afternoon Out from 1:00 p.m. - 4:00 p.m. at the Community Center
- 12/24** City Offices, Library & SMART Closed - Christmas Day
- 12/24** Library Closes at 2pm - Christmas Eve
- 12/25** Library, SMART Closed - Christmas Day
- 12/28** Quilters from 9:00 a.m. - 11:45 a.m. at the Tauchman House
- 12/29** Pinochle/Cribbage from 1:00 p.m.- 4:00 p.m. at the Community Center
- 12/30** Bridge for Beginners: Drop-In Lessons from 10:00 a.m. - 11:30 a.m. at the Community Center
- 12/30** Ladies Afternoon Out from 1:00 p.m. - 4:00 p.m. at the Community Center
- 12/31** City Offices, SMART & Library Closed - New Year's Day
- 1/1** Library Closed, SMART Services Unavailable – New Year's Day
- 1/17** City Offices & Library Closed, SMART Services Operable - Martin Luther King Jr. Day
- 2/21** City Offices & Library Closed, SMART Services Operable - Presidents' Day

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

News to Report since our last Council Meeting.

1. Aurora-Wilsonville Mayors' Letter to the Governor

Two weeks ago the Oregon Supreme Court upheld a ruling by the Court of Appeals in a case brought by the Cities of Aurora and Wilsonville.

The Courts found that the Oregon Department of Aviation violated the state's land-use system when approving a 2011-12 Aurora State Airport master plan with a longer runway.

Now the Department of Aviation is undertaking a new federally-funded master planning process for the Aurora State Airport.

As we discussed at our last Council meeting, unfortunately the new master planning process has gotten off to a rocky start.

City of Aurora Mayor Brian Asher and I collaborated on writing a letter to Governor Brown. We seek her intervention with the Department of Aviation to ensure a fair, valid master planning process with meaningful public engagement.

As 'Mayors of the Aurora State Airport Area Communities,' we listed a number of significant public concerns, including:

- The Department of Aviation's predisposition favoring airport runway extension that enables increased sales of leaded aviation-fuel gas and is directly contrary to the Governor's Executive Order on Climate Action,
- An master plan advisory committee stacked with a majority of interests financially benefiting by taxpayer-funded airport expansion,

- Exclusion of key state agencies—Departments of Agriculture and Environmental Quality—that work respectively with local-area farms and protecting public health and the environment,
- A sloppy, biased airport master-planning public process that fails to provide meaningful community engagement, and
- Promoting false information about the seismic resilience of the Aurora State Airport, which is listed at the lowest-level of Tier 3 airports in the Oregon Resilience Plan and located in an area subject to major potential damage in a projected 9.0 Cascadia Subduction Zone Earthquake.

We look forward to the Governor’s assistance to improve this situation.

2. Oregon Army National Guard Ribbon-Cutting

I attended the ribbon-cutting ceremony last week for the new Oregon Army National Guard recruiting office in Wilsonville.

This was a fun event with Army National Guard Captain Beaty and Chamber of Commerce president Jaimy Beltran.

A number of City staff members attended, including those who have served or are serving in the Guard, which includes our City Manager Bryan Cosgrove and Assistant City Attorney Ryan Adams.

We wish to say thank you to the soldiers of the Oregon Army National Guard who are called-up from their day-jobs to become heroes in service to their community and country.

3. 2021 CCBA Annual Board Meeting

I attended the Annual Board Meeting of the Clackamas County Business Alliance.

We reviewed the 2021 financials and approved the 2022 budget.

We also heard a Government Affairs Committee Update and had a good discussion regarding Future CCBA Forum Topics.

4. Washington County Meetings

Attended meetings of the Washington County Coordinating Committee and the Mayors of Washington County.

At the WCCC meeting we:

- Approved a \$25,000 MS TIP Opportunity Fund Request by Westside Transportation Alliance to leverage a \$75K Metro Regional Travel Options (RTO) grant program application.
- Heard a DLCD Presentation on Climate-Friendly and Equitable Communities that raised several issues noted in our last Council meeting.
- Saw an ODOT Presentation on the Infrastructure Investment and Jobs Act and Oregon Transportation Commission's Allocation Process. The City will want to offer comment on how the OTC should invest these federal funds.
- We also reviewed a Draft WCCC Letter to Metro Council on 2023 Regional Transportation Plan Scoping Comments. The City and SMART are also drafting a comment letter to Metro on RTP priorities.

5. MMC meetings

Attended two Metropolitan Mayors Consortium meetings where we elected 2022 officers and developed draft 2022 legislative priorities.

Upcoming Meetings and Events...

6. Winter Holidays

I hope that everyone has a good next couple of weeks during the Winter Holidays. I anticipate that most of our meetings are cancelled over the next couple of weeks, and so hope everyone has an opportunity to visit with family and friends and recharge the batteries.

7. Next City Council meeting is Thursday, January 20.

Item 4.

**Boards/Commissions
Appointment/Reappointment List for
December 20, 2021 Council Meeting**

Budget Committee Appointments

Appointment of Sam Scull and Alicia Moulton to the Budget Committee for a term beginning 1/1/2022 to 12/31/2024.

Motion: I move to ratify the appointment of Sam Scull and Alicia Moulton to the Budget Committee for a term beginning 1/1/2022 to 12/31/2024.

Development Review Board Panel A - Reappointment

Reappointment of Kathryn Neil to the Development Review Board Panel A for a term beginning 1/1/2022 to 12/31/2023.

Motion: I move to ratify the reappointment of Kathryn Neil to the Development Review Board Panel A for a term beginning 1/1/2022 to 12/31/2023.

Development Review Board Panel B - Reappointment

Reappointment of Nicole Hendrix to the Development Review Board Panel B for a term beginning 1/1/2022 to 12/31/2023.

Motion: I move to ratify the reappointment of Nicole Hendrix to the Development Review Board Panel B for a term beginning 1/1/2022 to 12/31/2023.

Development Review Board Panel B - Appointment

Appointment of John Andrews to the Development Review Board Panel B for a term beginning 1/1/2022 to 12/31/2023.

Motion: I move to ratify the appointment of John Andrews to the Development Review Board Panel B for a term beginning 1/1/2022 to 12/31/2023.

Kitakata Sister City Advisory Board - Reappointments

Reappointment of Aaron Reyna and Kevin Stewart to the Kitakata Sister City Advisory Board for a term beginning 1/1/2022 to 12/31/2024.

Motion: I move to ratify the reappointment of Aaron Reyna and Kevin Stewart to the Kitakata Sister City Advisory Board for a term beginning 1/1/2022 to 12/31/2024.

**Boards/Commissions
Appointment/Reappointment List for
December 20, 2021 Council Meeting**

Kitakata Sister City Advisory Board - Appointment

Appointment of Samuel Scarpone to the Kitakata Sister City Advisory Board for a term beginning 1/1/2022 to 12/31/2024.

Motion: I move to ratify the appointment of Samuel Scarpone to the Kitakata Sister City Advisory Board for a term beginning 1/1/2022 to 12/31/2024.

Parks and Recreation Advisory Board - Appointment

Appointment of John (Steve) Werts to the Parks and Recreation Advisory Board for a term beginning 1/1/2022 to 12/31/2023.

Motion: I move to ratify the appointment of John (Steve) Werts to the Parks and Recreation Advisory Board for a term beginning 1/1/2022 to 12/31/2023.

Planning Commission - Reappointment

Reappointment of Ronald Heberlein to the Planning Commission for a term beginning 1/1/2022 to 12/31/2025.

Motion: I move to ratify the reappointment of Ronald Heberlein to the Planning Commission for a term beginning 1/1/2022 to 12/31/2025.

Planning Commission - Appointment

Appointment of Andrew Karr to the Planning Commission for a term beginning 1/1/2022 to 12/31/2025.

Motion: I move to ratify the appointment of Andrew Karr to the Planning Commission for a term beginning 1/1/2022 to 12/31/2025.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 20, 2021		Subject: Employment Contract Renewal (two year extension) for Municipal Court Judge Fred Weinhouse	
		Staff Member: Keith Katko, Finance Director	
		Department: Finance	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: Staff recommends Council renew the employment contract for City of Wilsonville Municipal Court Judge Fred Weinhouse for a period of two (2) years with an effective date of January 7, 2022.			
Recommended Language for Motion: I move to approve the extension of Fred Weinhouse’s employment agreement as Municipal Court Judge from January 7, 2022 to January 7, 2024, as outlined in the employment agreement.			
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:

Updated employment contract for Fred Weinhouse as Municipal Court Judge for the City of Wilsonville for a period of two (2) years from an effective date of January 7, 2022. The existing contract between the City and Judge Weinhouse will expire on December 31, 2021.

EXECUTIVE SUMMARY:

Municipal Court is responsible for providing a local forum for adjudicating violations of City ordinances, parking infractions, and state traffic laws within its local jurisdiction.

Judge Fred Weinhouse has served in the capacity of Municipal Court Judge since January 7, 2017 and has served the City well in the adjudication of cases in an expeditious, impartial, and consistent manner. During his tenure, Judge Weinhouse has promoted public safety through public education, adjudication, and compliance programs.

The proposed contract is for a duration of two (2) additional years at a rate of \$100/an hour, with existing provisions remaining.

EXPECTED RESULTS:

Continuation of Municipal Court operations.

TIMELINE:

Contract renewal is for a period of two (2) years from an effective date of January 7, 2022.

CURRENT YEAR BUDGET IMPACTS:

Contract renewal was included in the Adopted Budget.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 12/06/2021

LEGAL REVIEW:

Reviewed by: JRA Date: 12/08/2021

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Continuation of Municipal Court Operations.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Employment Agreement

**CITY OF WILSONVILLE
EMPLOYMENT AGREEMENT
2022-2024**

This Employment Agreement (“Agreement”) is made and entered into effective the 7th day of January 2022 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (the “City”), and **Fred Weinhouse** (“Employee”), both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, the City desires to continue to employ the services of Employee as the Presiding Municipal Court Judge (“Judge”) for the City of Wilsonville, effective as of January 7, 2022; and

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

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

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

Section 1. Term

The term of this Agreement shall be for a period of two (2) years from the Effective Date.

Section 2. Work Hours

The City hereby employs Employee as Judge for the City of Wilsonville. Employment is part-time and is compensated on an hourly basis. Judicial services (including use of pro-tems) are not to exceed twenty (20) hours per month without prior written approval of the Finance Director. Due to the limited hours, unless a PERS eligible employee, the only fringe benefit provided is sick leave, earned at the rate of one (1) hour for every thirty (30) hours worked. More information concerning benefits may be obtained from the City’s Human Resources Manager. Employee’s normal work hours will be to preside over Municipal Court, currently held every other Tuesday afternoon. Employee shall submit a timesheet for actual hours worked, provided that Employee will be paid for a minimum of two (2) hours on each court day, even if Employee works less time on any given court day. Employee will also be paid for all hours spent reviewing and researching case files and for all time spent writing opinions, rulings, and correspondence related to Municipal Court and the like.

Section 3. Employment Date and Status

Employment is at all times AT WILL, meaning Employee can resign and the City can terminate Employee’s employment at any time, with or without cause and with or without notice.

Section 4. Compensation

Employee shall be paid on an hourly basis for all hours worked, as outlined above at the rate of One Hundred Dollars (\$100) per hour (“Salary”).

Section 5. Assigned Duties

Employee will hear Municipal Court cases and render decisions. Employee will also respond, as required, to Municipal Court cases that may be appealed to a higher court. Employee will exercise supervision and control over court personnel when performing their in-court and Municipal Court responsibilities, including other judges and counter personnel, when Municipal Court is in session. A City Finance Department Manager will supervise the City’s Municipal Court program and is responsible for daily supervision and performance of City employees assigned to perform Municipal Court duties. In the event Employee has any cause for concern with any employee or other judge, Employee shall inform the Finance Department Manager of the concern and recommended action and the Finance Department Manager will then address the issue(s) raised. Employee agrees to perform these and other legally permissible and proper judicial duties and functions as the Wilsonville City Council (“Council”) assigns to Employee. Employee reports directly to the Wilsonville City Council.

Section 6. Professional Development

The City will reimburse Employee up to Five Hundred Fifty Dollars (\$550) per year for mileage, seminar tuition, bar dues, and travel accommodations to attend the Oregon Municipal Judge’s Association annual meeting, or similar training, if Employee elects to go, at Employee’s sole discretion. Employee is not paid for time spent at elective training. The City will also reimburse Employee up to Six Hundred Dollars (\$600) per year for membership in the Oregon State Bar, with proof of payment to the Oregon State Bar.

Section 7. Indemnification

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

Section 8. Other Terms and Conditions of Employment

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

Section 9. General Provisions

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

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

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

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

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

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

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

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

CITY OF WILSONVILLE

EMPLOYEE

By: _____
Julie Fitzgerald
As Its: Mayor

Fred Weinhouse

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney

Diversity, Equity and Inclusion Committee

City Council December 20, 2021

Committee Chair Imran Haider and Zoe Mombert, Assistant to the City Manager/ Committee Staff Liaison



Committee Introduction

- 13 members
- 6 meetings
- Discussions with Library, Planning and Parks
- Developed a Mission & Vision



Mission

The Diversity, Equity and Inclusion Committee serves to connect Wilsonville to the diverse perspectives and lived experiences of its people. We advocate for equitable access and opportunity for every community member. We identify barriers to participation and inclusion, and pursue programs, policies, partnerships and ideas that remove those barriers.



Vision

The Wilsonville Diversity, Equity and Inclusion Committee is a beacon of connectivity, empowered to take thoughtful action to ensure sustained community collaboration to foster a climate of inclusion and belonging for all residents in and visitors to Wilsonville.



Next Steps

- Develop a 3-year strategy
- Continue momentum
- Council Value
 - We are committed to promoting DEI in the delivery of City services to the community and in our organizational operations.



Questions



Wilsonville Nature Play

- Built Stick by Stick -

- A Collaborative Team Project -
- Inspired By The Community -

- Funded Partially By The Wilsonville- Metro Community Enhancement Program -

The Basis

- Play is often talked about as if it were a relief from serious learning. But for children play is serious learning. Play really is the work of childhood.
- Fred Rogers



The Background

- Memorial Park Master Plan
- Flexible blue print
- \$25,000 budget outlined



Figure 18 - WEST AREA ENLARGEMENT.



West Area

- | | |
|--|--|
| 1 New Regional Trail | 15 Open Lawns |
| 2 New Picnic Shelter with Restroom | 16 Basketball Court, (1) full court (south) and (2) 1/4 courts (north) |
| 3 New Pump Station | 17 Sand Volleyball Courts |
| 4 New Skate Spot | 18 Boeckmen Creek |
| 5 New Parking | 19 Existing Parking |
| 6 Restrooms Improvements | 20 New Vegetated Buffer |
| 7 New Nature Based Play | 21 New Synthetic Turf Area |
| 8 (2) New Tennis Courts | 22 Existing Play Area with new perimeter fence |
| 9 (2) Existing Tennis Courts | 23 Multi-use path with emergency / service access |
| 10 (2) New Covered Pickle Ball Court | 24 Forest Shelter Improvements |
| 11 (2) Existing Pickle Ball Courts | |
| 12 Update shelter with new Concessions | |
| 13 New Synthetic Turf Soccer | |
| 14 New Synthetic Turf Ballfield | |
| 15 Natural Turf Soccer and Ballfields | |



Nature Play Example

PLAY

The existing play area adjacent to the primary pedestrian corridor will remain and be upgraded with child security fencing (23, figure 18). A nature based play loop is incorporated offering children an alternative play experience integrated into the parks mature forest (7, figure 18). A new skate spot is located the east of the access road for safety and surveillance 4, figure 18). The skate spot is designed specifically to preserve mature trees, integrating them into the skate area.

The Goal

- Meaningful interaction with nature
- Family focused layout
- Create a safe space to build, create, imagine and be in nature



The Process

- Three years of team planning
- Prioritized sustainable material usage
- Adapt and improve at each opportunity



Team Allocation

- 400 total team hours
- Full team effort
- Passion Project for the team



The Budget

- \$30,000 Grant from the Wilsonville Metro Community Enhancement Program
- \$24,000 City Contribution



The Result

- 12,000 square foot play space
- 11 truly unique play elements
- 5 distinct play areas



The Cabin



Active Play



Passive Play

Item 8.

WILSONVILLE
PARKS & RECREATION



Fort Building

Item 8.

WILSONVILLE
PARKS & RECREATION



Sandbox

Item 8.

WILSONVILLE
PARKS & RECREATION



The Play



Thank You

- Wilsonville – Metro Community Enchantment Committee
- Wilsonville City Council
- Local Businesses and Community Members
- The City Team
- The Parks Team



QUESTIONS?

**City of Wilsonville
City Council Meeting**

Item 9.

SPEAKER CARD

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

NAME: Christopher Shotola-Hardt **Date:** 12.17.21

(Please print legibly)

ORGANIZATION OR BUSINESS AFFILIATION: President, Wilsonville Arts & Culture Council (WACC)

ADDRESS: 28702 SW Glenwood Circle, Wilsonville

TELEPHONE: 503.313.2559 **E-MAIL:** wilsonvilleartspresident@gmail.com

AGENDA ITEM YOU WANT TO ADDRESS: Resolution No 2941 for the ACHC

Note: If written documentation is presented, please furnish at least one copy, along with this form, to the City Recorder for the official record. Thank you.

Veliz, Kim

From: Ottenad, Mark
Sent: Friday, December 17, 2021 1:20 PM
To: Veliz, Kim
Cc: Cosgrove, Bryan; Ammerman, Kris; Stevenson, Brian; Mombert, Zoe
Subject: FW: Testimony to City Council on Dec. 20 Resolution to Create Arts, Culture, and Heritage Comm

Good day Kim,

West Linn-Wilsonville School District Superintendent Kathy Ludwig provides the following testimony to the City Council regarding Resolution No. 2941 that creates the Arts, Culture, and Heritage Commission. Thank you.

Mark

From: Kathy Ludwig <ludwigk@wlwv.k12.or.us>
Sent: Friday, December 17, 2021 1:12 PM
To: Ottenad, Mark <ottenad@ci.wilsonville.or.us>; Mayor Julie Fitzgerald <fitzgerald@ci.wilsonville.or.us>
Cc: Kelly Douglas <douglask@wlwv.k12.or.us>
Subject: Re: Testimony to City Council on Dec. 20 Resolution to Create Arts, Culture, and Heritage Comm

Hello Mark,

Thank you for the invitation. I will be unable to attend the December 20th City Council meeting to provide testimony. In lieu of attendance, I offer this email (public comment) in support of Resolution 2491 that creates an Arts, Culture and Heritage Commission.

The City of Wilsonville has been a significant partner with West Linn-Wilsonville students, teachers, staff and schools to promote, encourage and integrate opportunities for artistic expression, heritage and cultural events. We can point to a number of collaborative projects (Beauty & the Bridge, theater & art shows, heritage festival at WHS) as well as generous support (grants, mentors, apprenticeships, etc) where our students have benefitted from this partnership.

In a few years, the new auditorium at Wilsonville High School will be complete. We look forward to exploring opportunities for summer community theater productions and community musical/dance performances at this venue, bringing multi-generational & multicultural casts of students, parents, grandparents and community members together to learn alongside one another...and enrich our community.

Having an Arts, Cultural and Heritage Commission will keep these opportunities intentional, consistent and vibrant. We stand ready to support and continue the partnership in whatever way possible.

Most sincerely,
 Kathy Ludwig, Superintendent

On Thu, Dec 16, 2021 at 10:50 AM Ottenad, Mark <ottenad@ci.wilsonville.or.us> wrote:

Good day Kathy,

I am writing to follow-up on yesterday’s email regarding the Wilsonville City Council’s scheduled consideration on [Monday, Dec. 20](#), of a resolution that would create an [Arts, Culture, and Heritage Commission](#) (ACHC).

For those who wish to provide written or spoken testimony on [Resolution No. 2941](#) that creates the Commission during Citizen Input (7:10 pm early in Council meeting), please complete a speaker card in advance at www.ci.wilsonville.or.us/SpeakerCard. Yesterday’s note incorrectly indicated that public comment could be offered later in the Council meeting.

Establishing the Commission is a City Council 2021-23 Goal and a key component of advancing the City’s [Arts, Culture, and Heritage Strategy \(ACHS\)](#) adopted by Council in November 2020.

The Commission would have primary responsibility to provide recommendations to City Council and various City departments on programs and activities relating to arts, culture, and heritage. The Commission would be charged with overseeing implementation of the policies and programs of the ACHS recommendations, including developing a public-art program, recommending grant allocations and funding sources, and advancing consideration of a community cultural arts center or facility.

- [Resolution No. 2941; Arts, Culture, and Heritage Commission Bylaws; and Staff Report for the City Council Meeting on Dec. 20, 2021](#)
- [Summary of Resolution No. 2941 and Bylaws that Establish the Arts, Culture, and Heritage Commission \(ACHC\), Dec. 15, 2021](#)

Additional materials are online at: www.ci.wilsonville.or.us/achc. To provide written or spoken testimony on Resolution No. 2941 during Citizen Input (early in meeting), please complete a speaker card in advance at www.ci.wilsonville.or.us/SpeakerCard.

Subsequent to the adoption of Resolution No. 2941, the City plans to promote the Commission position vacancies during January 2022, conduct applicant interviews during February through March, and aim to seat the Commission for a first meeting in April or May 2022. An initial order of Commission business will be to review and prioritized implementation of the ACHS recommendations for the first one-year implementation/five-year action business plan for Council approval.

Thank you for your time and consideration.

- Mark

Mark C. Ottenad

Public/Government Affairs Director

City of Wilsonville / South Metro Area Regional Transit (SMART) / Explore Wilsonville

29799 SW Town Center Loop East

Wilsonville, OR 97070

General: 503-682-1011

Direct: 503-570-1505

ottenad@ci.wilsonville.or.us

www.ci.Wilsonville.or.us

www.RideSmart.com

www.ExploreWilsonville.com



Wilsonville City Hall is now open, with physical distancing controls in place. During COVID-19, we wish to remain responsive while prioritizing the health and safety of the Wilsonville community. We are happy to meet by call or teleconference as an alternative to face-to-face meetings.

DISCLOSURE NOTICE: Messages to and from this E-mail address may be subject to the Oregon Public Records Law.

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Do not click links or open attachments unless you recognize the sender and know the content is safe.
Note that many of our legitimate WLWV Systems are outside of our Email System - Infinite Visions, Absence Management, and others.**

From: [City of Wilsonville](#)
To: [City Recorder](#)
Subject: Form submission from: Speaker Card
Date: Sunday, December 19, 2021 4:42:55 PM

Submitted on Sunday, December 19, 2021 - 4:42pm

Submitted values are:

First Name: David
Last Name: Niklas
Organization or Business Affiliation: Wilsonville Stage
Street Address: 23654 Klupenger Rd NE
City: Aurora
State: OR
Zip code: 97002
Phone: 5036785721
Email Address: dniklas@att.net
City Council Meeting Dates: Mon, Dec 20, 2021
What is the agenda item you want to address? Resolution 2941
Upload Documentation (optional)

The results of this submission may be viewed at:

<https://www.ci.wilsonville.or.us/node/119781/submission/50791>

From: [City of Wilsonville](#)
To: [City Recorder](#)
Subject: Form submission from: Speaker Card
Date: Monday, December 20, 2021 1:15:25 AM

Submitted on Monday, December 20, 2021 - 1:15am

Submitted values are:

First Name: Benjamin

Last Name: Mefford

Organization or Business Affiliation: Wilsonville Arts & Culture Council

Street Address: PO Box 2510

City: Wilsonville

State: Oregon

Zip code: 97070

Phone:

Email Address: director@wilsonvillearts.org

City Council Meeting Dates: Mon, Dec 20, 2021

What is the agenda item you want to address? Resolution 2941, the Creation of the Arts, Culture, and Heritage Commission.

Upload Documentation (optional)

The results of this submission may be viewed at:

<https://www.ci.wilsonville.or.us/node/119781/submission/50801>

From: [Ottenad, Mark](#)
To: [Veliz, Kim](#)
Cc: [Cosgrove, Bryan](#); [Ammerman, Kris](#); [Stevenson, Brian](#); [Mombert, Zoe](#)
Subject: FW: Monday's City Council Vote on the Arts, Culture & Heritage Commission
Date: Friday, December 17, 2021 11:12:42 AM

Kim,

Public comment on Res No 2941 for the ACHC from the President of the Wilsonville Arts & Culture Council that was sent to some Council members.

Mark

From: Christopher Shotola-Hardt <wilsonvilleartspresident@gmail.com>
Sent: Friday, December 17, 2021 11:09 AM
To: Councilor Charlotte Lehan <lehan@ci.wilsonville.or.us>; Mayor Julie Fitzgerald <fitzgerald@ci.wilsonville.or.us>; Councilor Joann Linville <linville@ci.wilsonville.or.us>
Cc: Ottenad, Mark <ottenad@ci.wilsonville.or.us>
Subject: Monday's City Council Vote on the Arts, Culture & Heritage Commission

Good Morning and Happy Friday, Mayor Fitzgerald, Councilors Lehan and Linville,

The day we've greatly anticipated is finally upon us! After several years of surveys, hired consultants, task forces, interviews, document drafts and public comments, we have the City Council vote on the new Arts, Culture & Heritage Commission's bylaws and structuring. I plan on attending the meeting and sharing my thoughts, which I preview for you here.

I have dedicated my life to advocating for arts and culture and arts education, knowing that they help us learn to really see and listen, they help foster deeper understandings, sensitivity and empathy, altruism, nurturing and caring. I was one of the teachers that helped open Wilsonville High School, and from day one I aimed to knock down the walls of the school and connect our students with the broader community and community of folks grounded in arts and culture. I founded the Wilsonville Festival of Arts, joined Theonie Gilmore and the Wilsonville Arts & Culture Council, and have served as WACC's president since June 2020, overseeing a new season of organizational growth and expanded programming even during the pandemic. Before retiring from the WLWV School District, I involved my art students in many public art arenas, connecting them to real world scenarios: the Beauty & The Bridge, two public art sculptures, a 44' wide mural, a permanent exhibit at the Evergreen Air & Space Museum, the wraps for SMART's new electric bus fleet, prominent annual exhibitions at the Wilsonville Festival of Arts and Charbonneau Festival of Arts, monthly exhibitions at the Fred Meyer Starbucks Gallery, and many other local group exhibitions hosted by local Wilsonville businesses. I could go on and on.

What has been missing, until now, has been an official arm of Wilsonville's city government to embrace arts, culture, and heritage and partner with the nonprofit organizations and arts educators who work so hard to bring beauty and meaning and a deeper sense of community and belonging to Wilsonville. The costs and roadblocks to cultural programming create much more and harder work for people and organizations, and this has burdened budgets and burnt out the volunteers who try to make a difference. Partnering with the City will be a major shot

in the arm.

The working documents Mark Ottenad shared with me that are under consideration for adoption look really good and will get the vital partnership work under way. I wish to address two major priorities for immediate attention:

* I do not see a line item in the City's 2022 budget for establishing a new paid position, an official director / commissioner to head this new commission, as was discussed throughout the task force processes I participated in and what I thought the City voted to approve a year ago. I fervently hope that the City can hire a specialist with experience in arts and culture administration. People in arts and culture speak a different language, operate in different paradigms and customarily present new paradigms as they think outside the box. Having such a professional at the helm as the main liaison and translator between the ACH Commission and the City will expedite communication and development.

* A Cultural Center: Over the summer I organized summit meetings with representatives from all five of Wilsonville's cultural nonprofit organizations (WACC, Charbonneau Arts Association, Boones Ferry Historical Society, Wilsonville STAGE, and the I-5 Connection). We all agreed that having a shared home where we can meet, collaborate, cross-fertilize, and conduct all of our programming is paramount. Not having a home has placed undue burdens on our budgets, scope, our frequency of programming, and our volunteers. Once the City has this in place, it will understand what we have long understood, that a vibrant arts and culture center breeds economic benefits and enhances community spirit and sense of well-being.

-- Look at what happened in Newberg when the Chehalem Cultural Center was established: it inspired art galleries to form in that area, coffee houses, boutiques, and restaurants, and it helped establish a vibrant downtown that attracts even people from neighboring communities.

-- Look at Portland's nationally renowned Pearl District, a popular tourist destination. I have been a longtime member of Blackfish Gallery (now in our 43rd year) in Portland's Pearl District. In the 80s, we were the first gallery to take a risk and move into the industrial warehouse district where artists were able to get cheap studio spaces. Other galleries followed, then the first coffee houses came, then the restaurants, then we helped start First Thursday art gallery hopping and formed the Portland Art Dealers Association (PADA), and then the City saw what was happening economically and got behind the movement to establish a new cultural district called the Pearl District, which was not the Pearl District when my pioneer gallery took a risk. Now we have a Hilton boutique hotel across the street from us, and a Hampton Inn one block away. Similar evolutions of areas have occurred elsewhere in Portland: look at the new art district in North Portland on Mississippi Avenue and Alberta Street, all the restaurants and businesses and gathering places that popped up because of arts and culture.

-- Look at Lake Oswego: There is a permanent home for the famous Lake Oswego Festival of the Arts at The Lakewood Center. There is a permanent home for the Lakewood Theatre Company. There is a well-known, ever-expanding public art "Gallery Without Walls" program that makes public spaces beautiful, welcoming, and vibrant. New galleries are popping up. Restaurants are popping up. It's a nighttime destination for people in L.O. and from throughout the region, for going out to eat, walking around, attending a cultural event, visiting shops, hanging out in beautiful public spaces.

These are but three examples of municipalities that took the leap and reap the benefits of prioritizing arts and culture, investing in arts and culture, and partnering with and enabling the organizations that started it all.

Compared to neighboring communities, Wilsonville may be late in coming to the table, but at least we've finally made it. I know we will never look back. With the Wilsonville Cultural Center, citizens will be able to enjoy much more frequent offerings, visual art exhibitions, performing arts programs and series, cultural programs and lectures, literary arts events, classes and workshops. Can it house an historical museum, an art gallery, a performance space, classrooms, a gift shop, an in-house coffee shop, a concessions area for wine and beverages and local eats for that performance evening? It's fun to dream about the possibilities in store for Wilsonville, the new businesses and activity that will be ushered in! It will be incredible to have that here in Wilsonville and not have to travel all the time to neighboring cities where these amenities are already established.

Respectfully,

Christopher Shotola-Hardt, M.F.A.

(he/him/his)

President, Wilsonville Arts & Culture Council

wilsonvilleartspresident@gmail.com

503.313.2559

Wilsonville Arts & Culture Council

P.O.Box 2510

Wilsonville, OR 97070

www.wilsonvillearts.org

Veliz, Kim

From: Deb Zundel <deb_zundel@msn.com>
Sent: Thursday, December 16, 2021 9:56 AM
To: City Recorder
Subject: Written Statement for City Council Meeting, Dec. 20, 2021

[This email originated outside of the City of Wilsonville]

Dear City Recorder,

This is my written statement for the City Council Meeting on Monday, Dec. 20, 2021. Please let me know if there is anything else I need to do.

Thank you,

Deborah York Zundel

Regarding Resolution No.2941

As a life-long lover of art as an expression not only of individual experience, but as the best measure of a society, I have studied and supported all aspects of the arts, culture, and heritage, past and present.

Recently I joined the board of the Wilsonville Arts and Culture Council, and am delighted with their desire to strengthen existing arts, culture, and heritage activities in Wilsonville.

Learning about Resolution No. 2941, and the City of Wilsonville City Council's decision to create an Arts, Culture, and Heritage Commission, is wonderful!

I know how much volunteer time has gone into bringing art to the Wilsonville community, and I am happy to see that it will have city support.

Consultant Bill Flood's research made it apparent how many arts, culture, and heritage events are sponsored in the cities surrounding Wilsonville.

It has sometimes been disappointing that to experience some of those types of events, I had to leave my own town. I have longed to showcase that our town has a bounty of artists, an interesting culture, and a fascinating heritage.

With the city's support, and the addition of an artistic and culturally sensitive commissioner on staff, we are on our way!

With our heritage trees, the histories of our early settlers, and our present community, brimming with talented painters, sculptors, writers, dancers, and musicians, we have a lot to offer.

Tourist dollars are important to a city budget, and I feel that rich arts, culture and heritage events will create a reason people will want to visit Wilsonville, just as I am now drawn to those events in other communities.

I hope that with your help, we can establish a permanent cultural center, where locals and visitors will be enriched by our thriving arts, culture, and heritage resources.

You represent our community, and I am thankful for all that you do. As a citizen, I am volunteering to help in any way to see this happen.

Respectfully,

Deborah York Zundel

From: [Deb Zundel](#)
To: [Veliz, Kim](#)
Subject: Re: Registration for City Council Meeting, Dec. 20, 2021
Date: Monday, December 20, 2021 5:10:37 PM

[This email originated outside of the City of Wilsonville]

Here you go. Thank you!

Resolution 2941

Our family moved to Wilsonville just over thirty years ago from the east coast, when my husband was recruited to work at what was then Mentor Graphics. We wanted to build our home in Wilsonville, but were discouraged by our realtor because, *“Look at it - Wilsonville is just a truck stop.”* We built our home here anyway, and are thankful we did.

Because of progressive leadership and exemplary citizen effort, Wilsonville is a wonderful place to live. We have clean water, clean air, superb schools, and a vibrant community of people from all over the world. Friends Of French Prairie protects some of the richest soil in the country, Wilsonville Friends of Trees continues to develop our very lovely Tree City. We have Heritage Trees and SMART buses. We have excellent parks throughout town, including our beautiful Willamette Riverfront Dock, and Graham Oaks. We enjoy a community garden, seasonal flower baskets, and holiday lights. We have a thriving Senior Center; Library programs for all ages, (including Music in the Stacks, and the History Pub at the McMenamin’s Old Church); Parks and Recreation classes and events; Rotary summer concerts; and the beautiful historic Frog Pond Church and Old Town buildings.

The tireless efforts of volunteers have built city traditions we cherish. But there is a limit to how much volunteers can do. Citizen volunteers have done so much, but it is time to go beyond hosting events in a tent. A city commissioner who coordinates all the points of enrichment our community has to offer would amplify all of those events and programs, identify new opportunities, and help connect with similar programs in neighboring communities. Similarly, a permanent center would enable us to showcase the best of our arts, culture, and heritage across all of our many programs and organizations—and throughout the year.

A city commissioner position could coordinate events, activities, and programs feature our city-wide arts, history, and culture. Let’s say one year the commissioner coordinated a tree themed event. As part of this event, the library could sponsor a tree-themed reading program; there could be a map of heritage trees in our city, with their stories; a call could go to local artists for paintings, sculpture, writing, and music based on the tree theme; we could sponsor essay and poster contests for all ages relating to the environmental and/or mental health benefits of trees; and we could host guest lectures on the history of timber in Oregon... all presented in the Wilsonville Arts, Culture, and Heritage Center.

Making this a city-sponsored commission, with a city-sponsored cultural building, will help Wilsonville continue to strengthen our local sense of identity, as well as be an attractive focus for visitors. I truly hope the City Council will meet our vision with the support it needs.

Respectfully,

Deborah York Zundel

From: Veliz, Kim <veliz@ci.wilsonville.or.us>
Sent: Monday, December 20, 2021 5:05 PM
To: 'Deb Zundel' <deb_zundel@msn.com>
Subject: RE: Registration for City Council Meeting, Dec. 20, 2021

Hello Deborah,
Actually, could you please resend the statement? I am unable to open the document. Or can you place it in the body of the email?

Thank you,
Kim

Kimberly Veliz
City Recorder
City of Wilsonville

503.570.1506
veliz@ci.wilsonville.or.us
www.ci.wilsonville.or.us
[Facebook.com/CityofWilsonville](https://www.facebook.com/CityofWilsonville)

29799 SW Town Center Loop East, Wilsonville, OR 97070

Disclosure Notice: Messages to and from this e-mail address may be subject to the Oregon Public Records Law.

City Hall is now open, with physical distancing controls in place. During COVID-19, we wish to remain responsive while prioritizing the health and safety of the Wilsonville community. We are happy to meet by call or teleconference as an alternative to face-to-face meetings.

From: Deb Zundel <deb_zundel@msn.com>
Sent: Monday, December 20, 2021 5:00 PM
To: Veliz, Kim <veliz@ci.wilsonville.or.us>
Subject: Re: Registration for City Council Meeting, Dec. 20, 2021

[This email originated outside of the City of Wilsonville]

Ms. Veliz,

I have attached a statement for the City Council meeting tonight, December 20, 2021, regarding Resolution 2941.

Thank you,
Deborah York Zundel

From: Veliz, Kim <veliz@ci.wilsonville.or.us>
Sent: Friday, December 17, 2021 8:32 AM
To: 'Deb Zundel' <deb_zundel@msn.com>
Subject: RE: Registration for City Council Meeting, Dec. 20, 2021

Good morning Deborah,

Please know that your public comment has been forwarded to City Council and added to the record. Your time to speak to City Council will occur at the Citizen Input portion of the agenda. Please visit the below links for more information:

- [Participating in City Council Meetings using Zoom](#)
- [Guidelines for Speaking at City Council Meetings](#)

Also, here's the webinar link for the 12.20.2021 Practice Session, Work Session & Council Meeting. I sent you a calendar invite to the optional practice meeting at 4:00 p.m. on the 20th in case you would like to test your equipment.

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/81536056468>

Or iPhone one-tap :

US: +13126266799,,81536056468# or +13462487799,,81536056468#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 346 248 7799 or +1 646 876 9923 or +1 669 900 6833 or +1 253 215 8782 or +1 301 715 8592

Webinar ID: 815 3605 6468

International numbers available: <https://us02web.zoom.us/j/81536056468>

Thank you,
Kim

Kimberly Veliz

City Recorder
City of Wilsonville

503.570.1506
veliz@ci.wilsonville.or.us
www.ci.wilsonville.or.us
[Facebook.com/CityofWilsonville](https://www.facebook.com/CityofWilsonville)

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From: Deb Zundel <deb_zundel@msn.com>
Sent: Thursday, December 16, 2021 9:58 AM
To: City Recorder <cityrecorder@ci.wilsonville.or.us>
Subject: Registration for City Council Meeting, Dec. 20, 2021

[This email originated outside of the City of Wilsonville]

Dear City Recorder,

I would like to register to participate at the City Council meeting on Monday, Dec. 20, 2021.
Please let me know what I need to do.

Thank you very much,

Deborah York Zundel

From: [Steven Van Wechel](#)
To: [Veliz, Kim](#)
Subject: speaker card for tonight (and I'll need a zoom connection due to medical reasons)
Date: Monday, December 20, 2021 10:53:36 AM

**City of Wilsonville
City Council Meeting**

SPEAKER CARD

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

NAME: Steven Van Wechel **Date:** December 20,
2021

(Please print legibly)

ORGANIZATION OR BUSINESS AFFILIATION: Wilsonville Boones Ferry Historical Society

ADDRESS: 30730 SW Magnolia, Wilsonville

TELEPHONE: 503-682-5048 **E-MAIL:** stevevw.55@gmail.com

AGENDA ITEM YOU WANT TO ADDRESS: Arts Culture & Heritage resolution

Note: If written documentation is presented, please furnish at least one copy, along with this form, to the City Recorder for the official record. Thank you.

--



Steve Van Wechel

Veliz, Kim

From: Benjamin Mefford <director@wilsonvillearts.org>
Sent: Monday, December 20, 2021 7:35 AM
To: City Recorder; Mayor Julie Fitzgerald; Councilor Kristin Akervall; Councilor Charlotte Lehan; Councilor Ben West; Councilor Joann Linville
Subject: Support for the ACHC, resolution 2941

[This email originated outside of the City of Wilsonville]

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

I am writing in support of resolution 2941 to create a new Arts, Culture, and Heritage Commission for the City of Wilsonville.

Members of the Wilsonville Arts & Culture Council (WACC) have been deeply involved in the ACHS Task Force. Resolution 2941 reflects the recommendations of that Task Force, and establishes a sensible way forward as the city looks to better support and expand its cultural resources.

WACC values that this proposal will bring together input and resources from both Parks and Recreation, and the Library, both of whom have been active allies in the creation and presentation of art, culture, and heritage programming in Wilsonville.

For this new commission to be fully successful, it would be appropriate for the city to also create a dedicated position to support and advocate for local cultural non-profit organizations. In order to bridge the most significant gaps in existing cultural support in Wilsonville, and thereby take advantage of our most pressing opportunities, this proposed position would require an especially deep understanding of the arts, and heritage, as well as have appreciation for the many unique challenges and needs of cultural non-profit organizations in our city.

I would like to thank the city for taking this important step, and it is worth highlighting the contributions of Public & Government Affairs Coordinator Mark Ottenad for his invaluable work with consultant Bill Flood and the ACHS Task Force, in order to bring forward this clear and sensible proposal.

Respectfully,
Benjamin Mefford
Interim Executive Director, Wilsonville Arts & Culture Council

Wilsonville City Council

To create an Arts, Culture & Heritage Commission

December 20, 2021

To begin with, I want to point out that I've lived in Wilsonville for 35 years – longer than I think any of you have been in public service here, That's over half as long as Wilsonville has even been incorporated as a city and in existence! I've seen the population grow six-fold from 4700 to now over 25,000. So, I am very familiar with the town and its issues. My credentials include a degree in Parks & Recreation Administration as well as a Master's Degree in Counseling Psychology. I am also very experienced in government, its role, limitations, and its workings. This background includes some years as an Assistant Director of a county level department, work in a city level department, and 19 years working within the Multnomah County government working directly with judges, district attorneys, and lawyers. Here in Wilsonville specifically, I've served on four "City Council appointed" Task Forces, and was the initial President of our inaugural neighborhood association. I've attended City Council, Park Board and Tourism Committee meetings. I've also completely set up a new, federally recognized non-profit here in Wilsonville that would tremendously promote Wilsonville regionally and even nationally! Finally, for over half a decade I've been president of one of the five, specific non-profits this resolution is planned to encourage and work with. So, I feel strongly that the comments made here are extremely applicable and germane, and need to be heard.

As much as I am totally in favor of the overriding goals of this resolution, I am also overwhelmingly opposed to the current rendition of it in the way it is set up to operate.

I may not necessarily be considered an "artistic person" by many, but I can rely on the old adage that a picture is worth a thousand words – and here are three of them!



The current resolution is merely the adaptation of what the City has already done with the Tourism Committee and the Park Board. (Notes on this follow) That does NOT automatically make it an appropriate road to follow in this case. The current resolution also accomplishes a City Council goal, and a long-standing cry from Wilsonville citizenry. But that does not mean it is the best way to do it – at best I'd give it a "C" or even a "D" rating. It does give City Council a feather in its own cap that it can show off to surrounding communities and enable it to say, "Hey! We have a Arts Culture, and Heritage Commission just like you do (finally)!" But that doesn't mean the Commission is actually meeting the needs, desire, and wishes of the local community nor for those who are actively creating, painting, producing, singing, and trying to fulfil the vacuum of need here in Wilsonville. It also mee

the requirements, as explained to me in a reply email from a City Staff member, of a “Commission dictated by State law. But that still does not make it the ‘best’ option for us to follow (maybe it’s not a Commission that we need!) It DOES CLEARLY demonstrate, however, no effort what-so-ever for putting heads together to come up with an appropriate plan, or to incorporate creativeness, imagination, and productive thought – all of which are unbending HALLMARKS of the topic for which you are trying to support. Thus, the current plan clearly has a complete disconnect from the goal trying to be achieved.

Another picture comes to mind as I think of the application of the current resolution to what is needed here in Wilsonville ...



Remember that poster from our high school years!!!??

One of the primary failures of the current plan is that it straps down and completely eliminates freedom, free thinking, creativity, and the ability to be productive, efficient, and timely. As the City already has a couple examples of this, let me relate some comments about them.

When I first came to Wilsonville in 1987, the word went out that new Park Board members were needed. I attended the meeting to be introduced as a candidate. My vivid observation of that meeting I still recall to this day is that they were more concerned about their microphones and name plates sitting in front of them than they were us. They literally almost forgot to introduce me. I decided that night that I had no desire to be part of this board and have never seen anything in the years since that would make me change positions. As a general citizen of Wilsonville for all these years, I can’t really speak to essentially anything beyond the

review of grant applications for the hotel tax grant moneys that the Park Board has really done. In my opinion an ‘advisory board’ is next to worthless. The people serving are GREAT! The setup is inefficient!

Similar comments about the City Tourism Committee can be made. It, too, is set up to be similarly relegated to obscurity and of little value - as seen by the general Wilsonville citizen. Oh, public officials can say they do this and they do that – but to the citizenry of Wilsonville, what have been the actual accomplishments of the Tourism Committee after years in existence outside of one well-done brochure, and some academic research? I would hazard a guess that over ¾ of the city’s population are not even familiar with the brochure so it’s hard to get behind even that! I, for one, have high interest in but don’t want anything to do with that city group (or the Park Board,) because I want to see accomplishment, I want to see creativity, I want to see results. I don’t want to be hamstrung by a City Council that demands to micromanage every aspect of everything (membership of the Commission, all plans, etc.) - thus sets up Commissions, Committees, etc., so that EVERYTHING HAS to go through them, to be approved by them, as demigods sitting in judgement. This portrays the thought that only THEY know everything and can make judgement!

Trust is not given by the City even to Department heads to be creative (let alone Commissions!). It’s hard to let professionals be professionals and allow them to do their job productively and efficiently when everything has to be ratified by City Council. It’s complicated further when you consider that City Council members, as in the example areas of parks and tourism, have no personal background, experience, or first-hand knowledge of the topic area. Take the example of Mike McCarty. He was brought in to head the Park Department about the time that a new comprehensive parks plan was

be developed. By the paper anyway, he was brought in here because of his 30-years of experience and background in this type of endeavor. So how did the City handle it – they sat him on the sidelines and hired an OUT-OF-STATE firm (!) to come in and do the master plan. What a horrible end of a 30-year career for Mike to just be relegated to the background and totally dominated by City Council. Clearly, the City doesn't trust its own employees after they've hired them. I'll add here that I have sincerely felt sorry for Mike in that the appearance is that he was brought here under false pretenses and was never allowed to do his job! And the current resolution for an arts, culture, and heritage commission is merely following the same plan. I think that anyone can therefore see the reason the above picture of Pegasus was chosen!

Item 9.

Another huge failure of the current plan is the utter lack of effort by its writers to make **any** actual, direct connection with appropriate community members or to the people that would be dynamically affected by this Commission. Staff can excitedly say, oh yes! We did a community survey where everyone had opportunity for input. However, I think we all know how futile and often lacking of depth such surveys can be. I am sorely disappointed that there has never been ANY EFFORT by the City staff to reach out to the any of the five specific non-profits and simply ask – what are your members feelings and ideas about how the City and your group could work together for the benefit of arts, culture, and heritage in Wilsonville? Lack of any effort to collect specific, real ideas directly from those actively working in the topic field! As President of one of those groups, I know that I have never canvased my group because I was never asked to do so – I never had the sense that such input was even desired by the City. Yes, the City had a large task force, but it was set up and ran under City dominance, and as a member of that task force, I felt that my membership had been totally useless! So, the result is that City Staff will highly recommend this resolution because its just like the other groups the city has formed, it meets State regulations, and (the best part) THEY came up with it! They wrote it!! Why wouldn't they heartily recommend it??? But sorely it lacks local, community input from any of those specifically involved.

What happened was that City Staff put a plan together, developed nice posters, a great presentation showing what other communities are doing (paid for at City expense), etc., and already had things getting onto City planning calendars for approval before ANYTHING was presented to us. I understand discussions were even beginning about utilizing the Art Tech facility for an arts, culture, and heritage center – with no effort what-so-ever made to directly reach out to the affected organizations to see what their thoughts, needs, etc., would be on such an idea. City staff relied solely on their own thoughts, their own interpretations, and their own “levels of thinking” (which can be questionable!) in putting this current plan together. I am appalled at this approach on such a deeply involved and needed topic.

Admittedly, once the plan was put together it was THEN presented to us! Unfortunately, it was already at that point finding its ways into City planning calendars, and thus at a point already very difficult to change anything as it would blow many things and processes up that were already in play. I understand that a lot of feedback – hours of feedback and written comments - were given at that point, but I personally am not aware of any impact what-so-ever any of that feedback had on anything at all! Thus, City Staff can giddily say to Council that they presented it to us while slapping any efforts to derail their plans. Like so many government-dictated “Public Meetings”, the decisions had already been made and the presentation to us was merely a sham as shown by all input being garbaged.

So, I clearly, and in no way can I make a stronger statement, encourage a NO VOTE on this current resolution. I will offer thoughts on how this process needs to occur in verbal comments at the meeting.

Thank you. Steve Van Wec

107



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 20, 2021		Subject: Resolution No. 2937 City Hall Renovation Project	
		Staff Member: Martin Montalvo, Operation Manager	
		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 approve 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:

To approve or reject the construction contract with 2KG Contractors, Inc. for the City Hall Renovations Project

EXECUTIVE SUMMARY:

On Monday June 28, 2021, the City of Wilsonville's City Hall Facility suffered a water leak associated with a water feed line in the second floor break room. Review of the water records indicated that the water leak began some time during the previous Friday evening and continued over the weekend. The City discovered the leak early Monday morning and moved to quickly remediate the damage in order to assure the health and safety of the facility and staff. The City hired a remediation contractor that mobilized within hours to conduct the remediation work over the course of the following two weeks. The City immediately advised its Insurer, City County Insurance Services (CIS).

In consultation with CIS, an independent estimator and the City Facilities Department, the damage was deemed to be in excess of \$100,000 in damages, requiring the City to follow formal procurement requirements. Upon determination of the extent of the repair cost, it was deemed appropriate, prudent and cost effective to incorporate improvements to the facility during the course of construction. The City's insurer indicated that they would cover cost to restore to a pre-loss condition based on the lowest responsive bid and that any improvements would be the City's responsibility.

The City issued a task order to SERA Architecture from its existing On-Call Services contract to oversee the design to restore to a pre-loss condition and incorporate desired improvements. The desired improvements would focus on improving the functionality, health and safety aspects of the customer service areas and increasing efficiencies where possible. The design team conducted multiple meetings with all affected departments to seek input and determine what improvements and efficiencies could be incorporated into the design. The design team then generated design documents to restore the facility to a pre-loss condition (Base Bid) and a separate design to incorporate the desired improvements (Alternative Bid). This Base and Alternative Bids complied with the requirements set out by the City's insurer.

The City advertised the Request for Bids on October 6, 2021 and received three responsive bids on November 10, 2021. The lowest Base Bid received from all the bidders for restoring to the pre-loss condition was for \$138,249. This value, minus the \$5000 deductible is the final value that the CIS will reimburse the City for damages.

After review of the initial bids, the lowest overall Bidder was deemed to be unresponsive due to a significant monetary omission in their bid submittal. The second lowest bid, from 2KG Contractors, Inc, was deemed to be responsive. The low responsive overall bid (Base Bid + Alternative Bid) was received from 2KG Contractors, Inc for a total bid \$431,666. Table 1, below details all bids received for the Base Bid and Alternative Bid.

Table 1: City Hall Renovations

Company	Base Bid	Alternate Bid	Total Bid
Art Cortez Construction, Inc. (Deemed Unresponsive)	\$ 171,656.68	\$ 188,537.08	\$ 360,193.68
2KG Contractors, Inc. (Responsive Low Bidder)	\$ 150,943.00	\$ 280,723.00	\$ 431,666.00
Buildskape, LLC	\$ 138,249.00	\$ 395,469.00	\$ 533,718.00

EXPECTED RESULTS:

By executing this personal services agreement with 2KG Contractors, Inc. the City will be able repair the water leak damage and incorporate desired functionality, health and safety improvements and efficiencies to the City Hall Customer Service areas.

TIMELINE:

The substantial completion deadline for this project is April 2, 2022 with final completion being April 22, 2022.

CURRENT YEAR BUDGET IMPACTS:

City Council previously approved a budget amendment on October 18, 2021 for \$279,000 to cover design and the initial estimated cost for repairs and improvements. An additional supplement budget amendment of \$243,966 will be required in order to construct the overall bid package. The total project cost with design and construction will be \$522,966.00. The City's insurer will reimburse the City for \$133,249 upon completion. The total out of pocket cost for the City at the completion of the repairs will be \$389,717. The respective budgets and contract cost are below.

Table 2: Resources and Requirements

CIP	Type	Description	Original Bud Supplement 10/18/21	Additional Budget Supplement 12/20/21	Total
0997-80	Expense	Design	\$ 91,300	-	\$91,300
0997-80	Expense	Construction	\$ 187,700	\$ 243,966	\$ 431,666
Total Expense			\$ 279,000	\$ 243,966	\$ 522,966
0997-110	Funding	City Portion	\$ 185,598	\$ 204,119	\$ 389,717
0997-80	Funding	CIS Insurance Reimbursement	\$ 93,402	\$ 39,847	\$ 133,249
Total Funding			\$ 279,000	\$ 243,966	\$ 522,966

FINANCIAL REVIEW:

Reviewed by: KAK Date: 12/03/2021

LEGAL REVIEW:

Reviewed by: JRA Date: 12/08/2021

COMMUNITY INVOLVEMENT PROCESS:

Not Applicable.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

By completing this project, the City can repair damage due to a water leak and improve the functionality, health and safety aspects of the customer service areas of the City Hall facility. These modifications incorporate improvements for accessibility of City Hall for community members.

ALTERNATIVES:

Reject the construction contract as proposed and issue a contract for the Base Bid scope of work for \$138,249.00 to Buildscape, LLC. The repairs to City Hall would be delayed an additional 30 days as staff would have to prepare alternative contract documents and return for the subsequent Council meeting.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2937
 - A. City Hall Renovations – 2KG Contractors Construction Contract

RESOLUTION NO. 2937

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACTORS CONTRACT WITH 2KG CONTRACTORS, INC. TO CONSTRUCT THE CITY HALL RENOVATION PROJECT.

WHEREAS, the City of Wilsonville (City), City Hall Facility suffered damage from a water leak in the summer of 2021 which impacted multiple City Departments; and

WHEREAS, the City, in coordination with its Insurer deemed the extent of the damage was in excess of \$100,000 in value and would require extensive planning and support, to which the Insurer would cover cost to restore to a pre-loss condition; and

WHEREAS, the City deemed it appropriate, prudent and cost effective to make targeted improvements related to the security, functionality and health of the Facility beyond the pre-loss condition in the course of construction; and

WHEREAS, the City wishes to assure the long term condition, usability and safety of its assets; and

WHEREAS, the City issued a formal bid for this project in accordance with the city's and state's procurement rules.

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

- Section 1. The procurement process for the Project duly followed Oregon Contracting Rules, and 2KG Contractors, Inc. was determined to be the lowest responsive bidder
- 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 2KG Contractors, Inc. for a not-to-exceed amount of \$431,666.00.
- Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 6th Day of December 2021, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

- A. City Hall Renovations – 2KG Contractors Construction Contract

CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the Wilsonville City Hall Renovation Project (“Project”) is made and entered into on this ____ day of _____ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **2KG Contractors, Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents”: Specifications and Contract Documents for Wilsonville City Hall Renovation, dated October 6, 2021; Contractor’s Bid submitted in response thereto; Architect of Record’s Project Manual and Plans and Documents (bound separately); City of Wilsonville Building Code, as amended; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than April 22, 2022, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at Substantial Completion by no later than April 1, 2022, and at Final Completion by April 22, 2022. See **Section 23** for the definitions of Substantial Completion and Final Completion.

Section 3. Contractor’s Work

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

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

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

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

Section 4. Contract Sum, Retainage, and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor the fixed price of FOUR HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS (\$431,666) 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 set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

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

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

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

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

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

4.6. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the Wilsonville City Hall Renovation Project Manual, Part 1: Section 01 20 00, and in ORS 279C.570.

Section 5. Prevailing Wages

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

the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 6. Filing of Certified Statement

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

Section 7. Reports to Department of Revenue

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

Section 8. City's Rights and Responsibilities

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

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

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

8.4. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the City may, but shall not be obligated to, pay such claim to the person

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

8.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2020-21. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in Section 21.

Section 9. City's Project Manager

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

Section 10. Contractor's Project Manager

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

Section 11. Project Information

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

Section 12. Duty to Inform

If at any time during the performance of this Contract, Contractor becomes aware of actual or potential problems, faults, environmental concerns, or defects in the Project, Contract Documents, or Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Contractor has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Contractor shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Contractor

shall neither constitute agreement with nor acquiescence to Contractor's statement or claim, nor constitute a waiver of any of the City's rights.

Section 13. Subcontractors and Assignments

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

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

Section 14. Contractor's Responsibilities

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

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

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

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

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

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

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

14.7. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status,

age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.27. COVID-19 Safety Measures. During the term of the Contract, when any work is performed at the work site, the safety measures and protocols set forth in this Subsection must be followed for the protection of Contractor's employees and/or subcontractors, City employees, and the public. In the event that Contractor is required to evacuate the building or stop or delay work due to a COVID-19 related event, Contractor shall not be entitled to any additional payment, remobilization costs, or delay damages.

14.27.1. Contractor must submit a construction schedule for approval by the City's Project Manager.

14.27.2. The City's Project Manager may change the approved schedule immediately in the event needed for assurance of health and safety.

14.27.3. Contractor must meet the City's Project Manager outside of the building or project area (if outdoors) where work is to take place and be prepared to be escorted to the work site.

14.27.4. Contractor's Project Manager must sign a daily form, acknowledging that, to the best of his/her knowledge, all employees or subcontractors working on the site have not felt, and are not feeling, sick nor been exposed to anyone showing signs of sickness in the last 14 days.

14.27.5. Contractor must follow all social distancing guidelines to the absolute best of Contractor's ability, and Contractor shall have a designated safety manager on-site at all times to ensure social distancing.

14.27.6. Contractor will be informed of the maximum acceptable number of workers allowed in the facility or project area. The City's Project Manager will set a maximum occupancy limit for the number of Contractor's employees/subcontractors who can be working on-site at any given time, and shall direct point of exit and entry to use, assigned restroom facilities, and approved travel routes to and from the work site.

14.27.7. Contractor will need to be prepared to immediately evacuate the building or project area, with the possibility of a delayed return, in the event of a level 1, 2, or 3 disinfection response by the City.

14.27.8. Contractor must do ample site clean-up at the end of each day in preparation for the City to perform a final disinfection once Contractor has left for the day.

14.27.9. Contractor must notify the City's Project Manager thirty (30) minutes before each expected day's end for clean site inspection.

Section 15. Subcontractor Requirements

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

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

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

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

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

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

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

Section 16. Environmental Laws

16.1. Although the City is not aware of any of the following, before beginning construction, Contractor shall determine if there is any asbestos, lead paint, or other hazardous materials that will be removed or disturbed as a part of the Project. If disturbance or removal is required, Contractor will advise the City, in writing, and will provide the City with a detailed written supplemental Scope

of Work concerning how such disturbance or removal will be accomplished and how materials, if any, will be disposed of, all in accordance with State and Federal environmental laws. Work required due to the finding of any such hazardous materials will require a written Change Order.

16.2. Contractor shall perform all Work in compliance with permits for the Project issued by the US Army Corp of Engineers, Oregon Department of State Lands, and Oregon Department of Environmental Quality, and shall maintain a copy of these permits on the job site at all times.

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
Port Districts
County Service Districts
Water Districts

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

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

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

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

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

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

Section 17. Indemnity

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

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

Section 18. Insurance

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

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

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

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

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

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

hereunder. Contractor must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Work contemplated under this Contract.

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

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

Section 19. Bonding Requirements

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

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

19.3. 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 20. Warranty

20.1. Contractor shall provide a full warranty for all Work, including installation and workmanship, for a period of one (1) year from the date of Final Acceptance of all Work.

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

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

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

Section 21. Early Termination; Default

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

21.1.1. By mutual written consent of the parties;

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

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

21.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice

of the default and a period of ten (10) days to cure the default. If Contractor notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

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

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

Section 22. Suspension of Work

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

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

23.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete, and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and the facilities/premises are fully functional and ready to use, with only minor punch list items remaining that do not significantly impact public use and occupancy. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within twenty (20) days thereof, and then a final walk-through will occur to confirm all punch list items have been completed. Final payment will occur upon completion of all punch list items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before April 1, 2022 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Subsections 23.3 and 23.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

23.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the Work is not substantially completed within the time specified in the paragraph above, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that, as

liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion.

23.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of Two Hundred Dollars (\$200) for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

23.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of April 22, 2022, or any written extension thereof granted by the City, Contractor shall pay the City Three Hundred Dollars (\$300) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

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

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

Section 24. Contract Modification; Change Orders

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

in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

Section 25. Dispute Resolution

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

Section 26. Access to Records

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

Section 27. As-Builts

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

27.2. Contractor shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all Work performed by Contractor pursuant to this Contract without the express written permission of Contractor.

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: Martin Montalvo, Operations Manager 29799 SW Town Center Loop East Wilsonville, OR 97070
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To Contractor: 2KG Contractors, Inc.
 Attn: Grant Wills
 4917 NE 185th Drive
 Portland, OR 97230

Section 29. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CITY:

2KG CONTRACTORS, INC.

CITY OF WILSONVILLE

By: _____
Kevin Folker
As Its: Treasurer

By: _____
Bryan Cosgrove
As Its: City Manager

Employer I.D. No. _____

APPROVED AS TO FORM:

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

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Schedule of Values

Div. Group		BASE BID Value (\$)	ALTERNATE #1 Value (\$)
02	Demolition	\$ 9,000.00	\$ 12,000.00
05	Metals	\$ -	\$ 14,000.00
06-07	Interior Construction	\$ 32,500.00	\$ 78,500.00
08	Openings	\$ -	\$ 49,880.00
09	Finishes	\$ 36,371.00	\$ 15,800.00
10	Specialties	\$ 800.00	\$ 11,400.00
12	Furnishings	\$ 15,150.00	\$ 20,800.00
26	Electrical	\$ 7,800.00	\$ 7,500.00
	Jobsite Management	\$ 15,000.00	\$ 15,000.00
	Site Requirements	\$ 10,000.00	\$ 10,000.00
	General Conditions	\$ 6,331.00	\$ 11,744.00
	Fee	\$ 10,130.00	\$ 18,790.00
	Insurance	\$ 1,431.00	\$ 2,654.00
	Bonds	\$ 1,431.00	\$ 2,654.00
	Other	\$ 5,000.00	\$ 10,000.00
PROJECT TOTAL		\$ 150,944.00	\$ 280,722.00

RESOLUTION NO. 2940**A RESOLUTION AND ORDER AMENDING RESOLUTION NO. 2915 TO FURTHER EXTEND THE LOCAL STATE OF EMERGENCY AND EMERGENCY MEASURES, AS AUTHORIZED BY RESOLUTION NO. 2803.**

WHEREAS, pursuant to Oregon Revised Statutes (ORS) 401.309 and ORS 401.305, as well as Wilsonville's own Wilsonville State of Emergency Resolution No. 1959, the City enacted Resolution 2803 on March 16, 2020 in response to the COVID-19 Coronavirus pandemic; and

WHEREAS, on April 6, 2020, the City enacted Resolution No. 2807 to extend the declared state of emergency to May 31, 2020; and

WHEREAS, on June 1, 2020, the City enacted Resolution No. 2818 to extend the declared state of emergency to July 21, 2020; and

WHEREAS, on July 20, 2020, the City enacted Resolution No. 2834 to extend the declared state of emergency to September 11, 2020; and

WHEREAS, on September 10, 2020, the City enacted Resolution No. 2844 to extend the declared state of emergency to November 3, 2020; and

WHEREAS, on October 19, 2020, the City enacted Resolution No. 2858 to extend the declared state of emergency to December 31, 2020; and

WHEREAS, on December 7, 2020, the City enacted Resolution No. 2864 to extend the declared state of emergency to February 2, 2021; and

WHEREAS, on January 4, 2021, the City enacted Resolution No. 2870 to extend the declared state of emergency to March 15, 2021; and

WHEREAS, on March 15, 2021, the City enacted Resolution No. 2882 to extend the declared state of emergency to May 17, 2021; and

WHEREAS, on May 17, 2021, the City enacted Resolution No. 2899 to extend the declared state of emergency to July 19, 2021; and

WHEREAS, on July 19, 2021, the City enacted Resolution No. 2915 to extend the declared state of emergency to December 31, 2021; and

WHEREAS, it is reasonable and prudent to anticipate that significant City resources will continue to be needed to respond to the COVID-19 threat for the foreseeable future and beyond the expiration date set forth in Resolution No. 2899; and

WHEREAS, pursuant to Executive Order 20-24, the Governor of Oregon extended the State of Emergency Declaration to July 6, 2020; and

WHEREAS, pursuant to Executive Order 20-30, the Governor of Oregon again extended the State of Emergency Declaration, to September 4, 2020; and

WHEREAS, pursuant to Executive Order 20-38, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, to November 3, 2020, with the possibility of a further extension that is reasonably anticipated to occur; and

WHEREAS, pursuant to Executive Order 20-59, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through January 2, 2021, with the possibility of a further extension that is reasonably anticipated to occur; and

WHEREAS, pursuant to Executive Order 20-67, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through March 3, 2021, with the possibility of a further extension that is reasonably anticipated to occur; and

WHEREAS, pursuant to Executive Order 21-05, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through May 2, 2021, with the possibility of a further extension that is reasonably anticipated to occur; and

WHEREAS, pursuant to Executive Order 21-10, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through June 28, 2021, with the possibility of a further extension that is reasonably anticipated to occur; and

WHEREAS, pursuant to Executive Order 21-15, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through December 31, 2021, with the scope of the emergency being narrowed, and the possibility of a further extension;

NOW, THEREFORE, the Wilsonville City Council declares as follows:

In order to help ensure citizen safety by rapid response, the City Council hereby extends the expiration date of the Wilsonville Emergency Declaration, initially made pursuant to Resolution No. 2803, until June 20, 2022, with the possibility of further extension, unless otherwise earlier terminated by the City Council.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of December 2021, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: December 20, 2021</p>	<p>Subject: Resolution No. 2943 Vendor section for an online utility billing payment solution</p> <p>Staff Member: Keith Katko, Finance Director</p> <p>Department: Finance Department</p>
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input type="checkbox"/> Not Applicable</p> <p>Comments: N/A</p>
<p>Staff Recommendation: Staff recommends Council adopt the Consent Agenda.</p>	
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>	
<p>Project / Issue Relates To:</p>	
<p><input type="checkbox"/> Council Goals/Priorities:</p>	<p><input type="checkbox"/> Adopted Master Plan(s):</p>
<p><input checked="" type="checkbox"/> Not Applicable</p>	

ISSUE BEFORE COUNCIL:

Request to approve sole source contract (as per WC 2.312) with Invoice Cloud, Inc to provide the City with secure, online, easy to use, customer self-service payment option software to increase paperless billing, improve customer engagement, and allow for real time integration with the City’s Tyler-MUNIS ERP.

EXECUTIVE SUMMARY:

Online payment functionality is a vitally important part of the City's Utility Billing business model. The migration to new utility billing software, as part of the City's overall implementation of its new Enterprise Resource Planning (ERP) system, MUNIS, has required Utility Billing to re-examine its online functionality and customer service demands. Within this context, the department set out in search of a solution to increase the quality of the customer experience and maximize the efficiencies. An effective online payment system can offer the ability to streamline business operations.

Finance staff have explored three different companies providing utility billing online bill paying systems, including Munis, BMS Inc., and Invoice Cloud. The department has also reached out to other municipalities using the MUNIS ERP to compare and contrast what is working best for each. In addition to enhancing the customer experience and improving internal processing efficiency, the solutions examined were assessed on their ability to integrate seamlessly with Munis.

Finance has determined the best overall software solution is Invoice Cloud. Invoice Cloud offers the best cost to value solution. Their comprehensive solution will offer City utility customers a one-stop payment solution to manage and pay their utility bills with a breadth of integrated e-payment options, including, but not limited to: Integrated Voice Response functionality, Pay by Text, PayPal, ApplePay, etc., as well as traditional payment methods.

Invoice Cloud also integrates seamlessly with the City's ERP system, requiring no additional implementation costs. Electronic payment fees are based on a transactional assessment (fee based on interchange, dues, fees, and assessments + \$0.10 + 0.50% per credit card transaction, or \$0.60 per E-Check/ACH). Invoice Cloud partners with Chase Paymentech for merchant processing. Based on an analysis of current merchant servicing fees the City will realize an immediate cost savings based on reduced transactional fees and an overall simplified electronic payment fee schedule going forward.

EXPECTED RESULTS:

If approved by Council, staff will work with Invoice Cloud to implement a solution in tandem with Munis (ERP System) Utility Billing, which has a go live date scheduled for June 2022.

TIMELINE:

Upon approval of the contract, the City will work with Invoice Cloud to have installation complete by June 2022.

CURRENT YEAR BUDGET IMPACTS:

This is a transaction fee based contract. Overall it is expected that the cost of credit card processing will decrease, mitigated to a certain degree by increased volume.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 12/08/2021

LEGAL REVIEW:

Reviewed by: JRA Date: 12/10/2021

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The contract will provide a faster, more convenient, online utility billing service to customers.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2943
 - A. Biller Agreement – Subject to negotiated changes advantageous to the City’s interests.

RESOLUTION NO. 2943

A RESOLUTION OF THE CITY OF WILSONVILLE, ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH INVOICE CLOUD, INC.

WHEREAS, the City is in need of an online third-party provider for processing utility customer payments; and

WHEREAS, such a third party provided solution must provide self-service option for customer to manage and pay their utility bills; and

WHEREAS, any solution must integrate seamlessly with the City's Enterprise Resource Planning (ERP) software MUNIS; and

WHEREAS, Wilsonville Code 2.312 exempts the purchase of software from competitive process.

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

1. 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 sole source, transaction fee based contract with Invoice Cloud Inc, with a value that may exceed \$100,000, which contract shall be approved for legal sufficiency through the Office of the City Attorney.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of December 2021, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

- A. Biller Agreement – Subject to negotiated changes advantageous to the City’s interest.

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish,

disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than 5%, provided, however, that such increase may not apply during the Initial Term and may not occur more than once per Renewal Term.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of three (3) years after the Go Live Date ("Initial Term") and will automatically renew for each of additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached and incorporated by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not

responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circuit. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller’s Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer’s account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller’s software and service providers and providing to Invoice Cloud the information required to integrate with Biller’s billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller’s costs, and reasonable attorneys’ fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller’s failure to resolve a payment dispute concerning debts owed to Biller or Biller’s negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the “Implementation”). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated on the SOW and Biller Order Form change requests and modifications to existing platform functionality not stated in the SOW and Biller Order Form;
- Additional integrations or integration modifications after Go Live Date, not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller’s specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties;
- Data conversion not listed in the SOW, or repetitive re-loading of data due to Biller error.

12. Limitation of Liability. INVOICE CLOUD’S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party’s email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party’s address on record in Invoice Cloud’s account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184

Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

17. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: December 20, 2021		Subject: Resolution No. 2945 Authorizing the City Manager to Execute a Professional Services Agreement with Murraysmith to Provide Phase 1 – Preliminary Engineering Consulting Services for the Charbonneau Lift Station Rehabilitation (CIP #2106) Staff Member: Mike Nacrelli, PE, Senior Civil Engineer Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Wastewater Collection System Master Plan 2014	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Professional Services Agreement (PSA) with Murraysmith in the amount of \$163,197 for Phase 1 – Preliminary Engineering Consulting Services for the Charbonneau Lift Station Rehabilitation (CIP #2106) project (Project).

EXECUTIVE SUMMARY:

The Charbonneau Lift Station pumps wastewater collected from the Charbonneau District on the south side of the Willamette River, across the Interstate 5 (I-5) Boone Bridge via a 12-inch force main to the Wilsonville Wastewater Treatment Plant (WWTP) located on the north side of the river. The lift station was originally built in 1972 and was last updated in 1996.

The 2014 Wastewater Collection System Master Plan identified the Charbonneau Lift Station as needing major improvements in the near term. A subsequent condition assessment completed in 2018 confirmed this finding and identified additional required improvements to ensure the continued functionality and reliability of this lift station. In addition, the force main between the lift station and WWTP mounted to I-5 Boone Bridge consists of multiple changes in pipe size and materials, experiences occasional clogging, and lacks pipe access needed for regular maintenance.

Staff issued a Request for Proposals (RFP) in August 2021 for professional engineering services for the Project. One proposal was received by the September 23, 2021 due date. Staff evaluated the submitted proposal and determined that Murraysmith was qualified to perform engineering consulting services for the Project.

This Project (Phase 1) begins the preliminary engineering design that will include hydraulic analysis and preliminary design (30%) of the Charbonneau wastewater lift station and force main. The hydraulic analysis will help identify needed upgrades to the lift station and force main to eliminate clogging issues and provide adequate maintenance access while maximizing the useful life of the existing assets.

A contract amendment with Murraysmith for Phase II – Final Engineering and Construction Support Services will follow completion of the Phase 1 work.

EXPECTED RESULTS:

The pumping, electrical, and control systems will be replaced, and a new wet well constructed with submersible pumps installed. Site access for operation and maintenance will be improved, and a permanent standby generator will be installed to reduce the risk associated with power outages. The capacity and condition of the existing force main will be evaluated for possible complete or partial replacement.

TIMELINE:

The preliminary design phase of the Project is scheduled to be completed by June 30, 2022, with final design and construction anticipated to be completed by December 2023.

CURRENT YEAR BUDGET IMPACTS:

The adopted budget for FY21/22 includes \$496,563 in Sewer Operating funds for CIP #2106. The contract amount for Phase 1 – Preliminary Engineering services is \$163,197, within the FY21/22 budgeted amount. The project construction costs will be updated upon completion of the hydraulic analysis and help inform the FY 22/23 budget for the Project accordingly.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 12/07/2021

LEGAL REVIEW:

Reviewed by: JRA Date: 12/07/2021

COMMUNITY INVOLVEMENT PROCESS:

Outreach to residences in the immediate vicinity of the lift stations will be provided by City staff through direct mail. Meetings will be scheduled to solicit input on proposed changes to the lift station and address concerns pertaining to site access, visual aesthetics, noise, and odor control.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

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

ALTERNATIVES:

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

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Vicinity Map
2. Resolution No. 2945
 - A. Charbonneau Lift Station Rehabilitation Professional Services Agreement

Attachment 1

Charbonneau Lift Station - Vicinity Map



RESOLUTION NO. 2945

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MURRAYSMITH TO PROVIDE PHASE 1 – PRELIMINARY ENGINEERING CONSULTING SERVICES FOR THE CHARBONNEAU LIFT STATION REHABILITATION PROJECT (CAPITAL IMPROVEMENT PROJECT #2106).

WHEREAS, the City has planned and budgeted for engineering consulting services for Capital Improvement Project #2106, known as the Charbonneau Lift Station Rehabilitation project (the Project); and

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

WHEREAS, Murraysmith submitted a proposal on September 23, 2021 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 Murraysmith 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 Murraysmith for a not-to-exceed amount of \$163,197, which is substantially similar to **Exhibit A** attached hereto.

Section 3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of December, 2021, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

A. Charbonneau Lift Station Rehabilitation Professional Services Agreement

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the Charbonneau Lift Station Rehabilitation Project (“Project”) is made and entered into on this ____ day of _____ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Murraysmith, 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. Scope of Work

Consultant shall diligently perform the design and construction services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from November 15, 2021 until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2023, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

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

in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

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

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

3.4. 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 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE HUNDRED SIXTY-THREE THOUSAND ONE HUNDRED NINETY SEVEN DOLLARS (\$163,197), 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 unit pricing is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

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

4.3. 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.

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

4.5. 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 recently enacted Oregon Corporate Activity Tax (CAT).

Section 5. City's Rights and Responsibilities

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

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2020-21. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 15**.

Section 6. City's Project Manager

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

Section 7. Consultant's Project Manager

Consultant's Project Manager is Eddie Kriepe. 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 8. 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 9. Duty to Inform

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

Section 10. Subcontractors and Assignments

10.1. Unless expressly authorized in **Exhibit A** or **Section 11** 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.

10.2. 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.

Section 11. Consultant Is Independent Contractor

11.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** 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.

11.2. 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 17** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

11.3. 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 11** and meet the same insurance requirements of Consultant under this Agreement.

Section 12. Consultant Responsibilities

12.1. 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.

12.2. 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.

12.3. 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.

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

Section 13. Indemnity

13.1. 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 13.2.** Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

13.2. 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 14. Insurance

14.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on 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 under this Agreement:

14.1.1. 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.

14.1.2. 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.

14.1.3. 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**.

14.1.4. 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.

14.1.5. 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.

14.1.6. 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 work on the Services contemplated under this Agreement.

14.1.7. 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.

14.2. 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 15. Early Termination; Default

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

15.1.1. By mutual written consent of the parties;

15.1.2. 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

15.1.3. 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.

15.2. 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, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

15.3. If the City terminates this Agreement for its own convenience not due to any default by 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.

15.4. 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 19**, for which Consultant has received payment or the City has made payment.

Section 16. Suspension of Services

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to 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 17. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and 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 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum.

Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 18. 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 19. Property of the City

19.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement 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. Upon the City's written approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

19.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

Section 20. Notices

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

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

To Consultant: Murraysmith Inc.
 Attn: Eddie Kriepe
 888 SW 5th Avenue, Suite 1170
 Portland, OR 97204

Section 21. Miscellaneous Provisions

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

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

21.3. No Assignment. 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.

21.4. 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.

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

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

21.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other

expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

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

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

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

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

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

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

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

21.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the

specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

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

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

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

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

21.20. Authority. Each party signing on behalf of 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:

MURRAYSMITH, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

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EXHIBIT A

SCOPE OF WORK

CHARBONNEAU LIFT STATION UPGRADE

CITY OF WILSONVILLE

Project Overview and Understanding

The Charbonneau Lift Station was originally built in 1972 and consisted of duplex pumps in a buried steel shell dry pit and a concrete wet well. In 1996, the lift station was replaced with two (2) self-priming pumps housed in a new CMU building that sits over the wet well. The lift station equipment is now at the end of its useful life and the station has been subject to control system failure that recently caused sewage to overflow.

The lift station is located in the Charbonneau District on the south side of the Willamette River, adjacent to Interstate 5. The site is constrained with existing underground utilities, sloping topography, and adjacent trees that will all need to be considered in locating the wet well and other site upgrades.

The station pumps to the City's treatment plant on the north side of the river through a force main (FM) that includes a section mounted on the I-5 Boone Bridge over the river. The inside diameter of the force main varies between 9 and 12 inches due to multiple changes in pipe diameter and materials. The first section of FM is 12-inch asbestos cement pipe and transitions to 12-inch cast iron at the ODOT right-of-way. The cast iron FM then transitions to 12-inch steel on the bridge and transitions back to cast iron and is routed west toward the treatment plant. Lastly, the FM transitions to 10-inch HDPE for its last section to the discharge manhole.

The City reports force main clogging occurring periodically, leading to the need to bring in a larger capacity pump to help release the clog. The City's pump station operator, Jacobs, recently began dosing the wastewater with caustic solution to dissolve grease, which has reduced the need for the additional pumps. The existing force main was not designed with the ability to insert a pipeline cleaning "pig," which would assist with maintenance but would need to consider the varying diameters in the FM.

ODOT is planning upgrades or replacement of the Boone Bridge. The State of Oregon intends to initiate the project design next year and program the project for construction in 2026. This project could impact the existing force main, but also presents an opportunity to repair or replace the force main as part of the bridge project.

Upon completion of Preliminary Design, a scope and fee for Final Design and Construction Support Services will be negotiated at the City's discretion.

Scope of Services

The scope of services has been separated into three (3) different tasks listed below. A detailed scope of work for each task is described below.

- Task 1 – Project Management
- Task 2 – Project Kickoff, Data Gathering and Condition Evaluation
- Task 3 – Preliminary Design Document Development

The Consultant will perform the following services.

Task 1 - Project Management

Objectives

In this task the Consultant's project manager will provide overall leadership and team strategic guidance aligned with the City of Wilsonville staff objectives. In addition, the Consultant will coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

1.1 Invoices/Status Reports

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice.

1.2 Coordination with the Owner

Consultant will maintain communication with the City through phone and email communication. Follow-up all decision-making phone conversations with a recap via email. Consultant will manage and coordinate the technical and scope issues of the overall project.

1.3 Staff and Subconsultant Management

Consultant's Project Manager will manage the project staff and subconsultants to comply with the project scope, schedule, and budget.

1.4 Quality Assurance and Quality Control

Consultant's QA/QC manager will coordinate in-house reviews and checking of the 30%, 60%, 90% and final design deliverables. QA/QC manager will also provide technical assistance throughout the project.

1.5 Project Coordination Meetings

This scope includes two project coordination meetings with City staff, stakeholders and key team members to be used as requested by the City. These meetings will be in addition to project review meetings noted specifically within separate tasks below. Meeting agendas and summaries will be provided.

Task Deliverables

- Monthly invoicing and progress reports
- Meeting agendas and summaries (two (2) included in this task)

Assumptions

- Consultant assumes a Notice to Proceed date by December 1, 2021
- Project duration will be six (6) months; therefore, it is assumed that there will be up to six (6) progress payments/status reports

Task 2 –Project Kick-Off, Data Gathering, Geotechnical Investigation and Condition Evaluation

Objectives

In this task the Consultant will gather and review relevant pump station and force main information and perform a condition evaluation that will be the basis for developing design criteria.

Activities

2.1 Project Kick-Off Meeting

A project kick-off meeting with City Engineering, Public Works, Jacobs, and other stakeholders will be held to review the project objectives, discuss project coordination and communication, and identify any design or operational preferences prior to starting the design process.

2.2 Data Gathering and Review

Review 2014 CSMP, FEMA and County flood plain mapping, City natural resource maps, pump station and force main as-builts, record drawings, O&M Manuals, flow records, previously completed evaluation reports, and other information made available by the City.

2.3 Existing Utility Review

Request utility mapping and locates within the project area. Contact City and other appropriate utilities to confirm the presence or absence of active and/or abandoned facilities on the station

site, and in the immediate project vicinity. Request utilities to be located through the Utility Notification Center (One Call) and obtain utility mapping from each utility with potentially impacted facilities.

2.4 Tree Assessment Survey Coordination

Coordinate with the City's arborist to conduct tree assessment survey prior to doing topographic survey so that all tree tags are included in the survey. Review City's arborist tree assessment report and incorporate findings into site plan development considerations.

2.5 Geotechnical Subsurface Explorations

Consultant shall review available geologic maps, survey data from others, aerial photographs and existing geotechnical reports including the previous geotechnical reports done by Shannon & Wilson and borings by others (provided by the City). This includes the Preliminary Geotechnical Report for the I-5 Boone Bridge Widening project (2020) and the Wilsonville Wastewater Treatment Plant outfall technical memorandum provided by Shannon & Wilson (2019) and geotechnical borings provided by the City for the outfall design performed by Jacobs. Aerial photographs will also be reviewed for changes in the slopes along the pipeline alignment over time and changes in ground water conditions including observations of water level in the ponds surrounding the nearby development. After the literature review and review of aerial photographs, Consultant shall perform a geologic site reconnaissance of the proposed pump station and existing pipeline alignments to observe and map key features such as soil exposures, evidence of slope instability, and potential issues related to project constructability. During the reconnaissance, Consultant will mark proposed exploration locations. During the week prior to drilling, Consultant shall notify the Utility Notification Center to mark underground utilities. Consultant shall, in consultation and coordination with the City, prepare an Exploration Work Plan describing the field explorations to be performed. Consultant shall coordinate with the City regarding any field exploration restrictions.

Consultant shall perform geotechnical field explorations to determine the subsurface conditions for the express purpose of characterizing subsurface conditions along the proposed pump station and southern force main alignment. Consultant shall perform exploration work in accordance with all Federal, State, and Local regulations. Consultant shall perform the subsurface exploration work in conformance with the Exploration Work Plan.

The field exploration program will consist of two (2) mud rotary borings including one (1) standpipe piezometer and one (1) vibrating wire piezometer.

Mud Rotary Boring – One (1) boring will be located at the proposed pump station area and one (1) boring will be located on the south side of the I-5 bridge and adjacent to the existing force main pipeline that connects to the pump station. All borings will be drilled up to 80 feet below the existing ground surface to evaluate potential foundation options and shoring and dewatering requirements during construction. The borings will be drilled using a truck-mounted or track-mounted drill rig. Traffic control is not anticipated at the pump station, but may be required for

the pipeline boring. Consultant shall provide an engineer or geologist to supervise the field operations and log the borings. Soil samples will be obtained at 2.5-foot to 5-foot intervals using either a standard penetration sampler or a Shelby tube sampler.

Piezometer Installation and Measurement – One (1) permanent, 2-inch diameter observation wells will be installed at the proposed pump station for ground water measurements at the pump station to identify groundwater issues that may impact the constructability of the pump station. The piezometer will be 40 feet below the existing ground surface, including 10-foot-long screening section. The top of the observation well will be finished at the ground surface with a locking, flush-mounted water meter vault cover. The 2-inch diameter observation well will allow for slug testing to be performed so that the hydraulic conductivity of the soil can be estimated and provided in the geotechnical report.

Consultant will also install a set of vibrating wire piezometers (VWPs) in boring B-2 along the pipeline alignment. The purpose of the VWPs in boring B-2 is to establish the groundwater levels closer to the river. Two (2) VWPs will be installed in boring B-2. The first VWP will be installed at the contact of the Missoula Flood deposits and the impermeable Troutdale formation approximately 70 feet below ground surface to measure if ground water is ponding on the Troutdale Formation and to establish a ground water level for slope stability analysis. A second VWP will be installed at an elevation 5 to 10 feet below the approximate elevation of the nearby pond in the Charbonneau development to the east (estimated to be 20 feet below ground surface) to determine if ground water leakage from the pond could be creating a localized zone of perched water and to determine how ground water fluctuates throughout the year. Data loggers will be installed with the VWPs to record groundwater levels for up to 6 months.

Consultant will perform laboratory tests on disturbed and undisturbed soil samples obtained from the explorations to characterize the subsurface soils and to develop engineering soil parameters for foundation design, seismic hazard characterization, excavation and shoring, and earthwork; to assist with determining engineering geologic unit boundaries; and to check field soil classification. The laboratory testing program will include moisture/density, Atterberg Limits, and Gradation.

Consultant will summarize the results of laboratory testing in the Geotechnical Data Report. All materials testing will be performed in accordance with standard ASTM.

Data collected will be included in a project Geotechnical Data Report to document the results of the field explorations, subsurface characterization on final boring logs, groundwater levels, and laboratory testing. The intent of this data report is that it can be referenced in future construction contract documents for bidder information.

Consultant will provide the following evaluations and analysis to be included in a geotechnical engineering report.

- Provide a summary of geotechnical conditions encountered and geotechnical issues identified during previous work along the pipeline alignment based on previous Shannon & Wilson work at the I-5 Boones Bridge and Wilsonville Waste-Water Treatment Plant Outfall.

- Evaluate building foundation alternatives for the pump station.
- Provide geotechnical design parameters and analyses supporting the design of the proposed pump station and associated vaults, including bearing capacity and lateral earth pressures for proposed structures.
- Evaluate potential for geologic and seismic hazards at the pump station including the following.
 - Evaluate potential for liquefaction at proposed pump station based on borings B-1.
 - Evaluate potential liquefaction-induced settlement at borings B-1.
- Evaluate potential for slope failures for static, seismic, and post-seismic (liquefied) conditions using a pseudo static equilibrium analysis at the pump station and the pipeline approaching I-5 Boones Bridge based on boring B-1 and B-2.
- Evaluate ground movement using Newmark type analyses in areas where potential for seismic slope instability is identified.
- Evaluate potential for other potential seismic hazards and their effects, such as fault rupture, liquefaction-induced lateral spreading, loss of bearing resistance, increased lateral earth pressures, and fine-grained soil (plastic silts and clays) softening.
- Develop a code based site-specific design spectrum for a short period structure.
- Evaluate pipeline subgrade preparation, pipe bedding, and backfill materials.
- Provide construction recommendations for general excavation, trenching, and shoring.
- Evaluate potential for water within the excavations and types of water control methods.
- Prepare a draft and final geotechnical engineering report.

2.6 Boundary Resolution and Topographic Survey

Topographic survey of surface features and marked utilities will be collected as follows.

- The boundary survey work will involve research and review of existing Clackamas County survey records, field location of all pertinent property corners/controlling monuments and calculations of boundary lines.
- The topographic survey will include field survey of all existing above ground features (i.e., edge of pavement, curbs, sidewalks, buildings, trees, utilities, etc.) as well as elevations with one-foot contour intervals.
- The survey limits will include the lift station site, adjacent water booster pump station site, access road in each direction up to 100 feet from the pump station site, The area

approximately 50 feet west of the site, and the area north of the lift station site up to 100 feet north of the existing fence.

- Locate visible utility surface features and underground utility locate paint marks using the Oregon One-Call Utility Location services. Private locates will also be called if the public on-call service does not cover the area surrounding the site.
- Locate invert elevations (IEs) on existing lift station wet-well, inlet pipes, sewer manholes, discharge manhole, and catch basins.
- Locate vegetation improvements and features including, but not limited to, shrubs, bushes, hedges, and trees 6-inch or greater in diameter and those trees tagged by the City's arborist.
- Reference control and mapping to the horizontal datum of the Oregon Coordinate System of 1983, North Zone.

2.7 Condition Evaluation of Lift Station

Consultant will perform a condition evaluation of the existing control building to determine what upgrades are required to remove the existing lift station pump equipment and convert the building into a building for electrical equipment only. NFPA 820 standards will be reviewed to determine what upgrades are required to meet code requirements for classified spaces.

Consultant will evaluate existing electrical and control equipment condition to determine what equipment is recommended for replacement and what equipment could potentially be reused. Existing telemetry system is assumed to need full replacement and not be reused.

Consultant will perform a structural evaluation of the building that includes a ASCE Tie 1 structural screening and report for the structure. The Tier 1 screening will consist of a visual investigation of safely accessible areas of the building and completion of the Tier 1 screening checklists. The Tier 1 screening evaluation provides a high-level review of the primary structural and non-structural elements of the building to identify potential seismic deficiencies and areas warranting further investigation.

2.8 Condition Evaluation of Force Main

Conduct non-destructive FM condition assessment to include the following.

- Visual inspection of the pipeline suspended on the bridge, where it is accessible.
- Confirm air valve condition by visual inspection and confirm operation of valve.
- Collect ultrasonic thickness readings to determine remaining pipe wall thickness at inspection location.

- Perform head and flow testing to estimate internal roughness of force main system.
- Inspect three-way plug valve that was installed in the early 2000s at the connection to the HDPE section of FM to determine if there is corrosion and if it is a potential failure point.

A summary of the condition evaluation performed, and recommendations for additional evaluations or pipe replacement will be included in the preliminary design report, as applicable. If the condition evaluation determines that there are significant concerns about the condition of the force main pipe located on the bridge and more intrusive destructive-type evaluations are recommended, that additional work will be negotiated with the City under a separate scope of work.

Task Deliverables

- Kickoff meeting minutes
- Topographic survey map and CAD file
- Condition evaluation forms
- Draft and final Geotechnical Data Report and Engineering Report

Assumptions

- Kick-off meeting to be held remotely using a virtual meeting format acceptable to the City.
- City to provide applicable pump station documents and information to Consultant within three (3) days of Consultants information request.
- Lift station condition evaluations will be completed by up to five (5) members of the Consultant team. City will provide calibrated pressure gauges at the pump station to conduct flow and head testing.
- Force main condition evaluations will be completed by up to three (3) members of the Consultant team. City will locate and expose plug valve.
- Structural evaluation will be limited to visual observation and review of as-built documentation. No destructive investigation will be performed. If additional investigations or mitigation of seismic deficiencies are required they will be negotiated with the City under a separate scope of work.
- Geotechnical subsurface explorations assumptions:
 - All necessary right-of-entry permits will be provided by the City.
 - The subsurface material is not contaminated, and no testing will be performed to investigate the possible presence of toxic or hazardous materials and petroleum products.

- No permits will be required, including permits for working in or near wetlands.
- Drilling will be accomplished on weekdays, during daylight hours, and with no time restrictions
- No rock coring will be required.
- Investigation-derived waste from the borings, such as drill mud and cuttings, will be drummed, removed from the site, and disposed of at an appropriate facility capable of accepting clean fill.
- Detailed dewatering calculations and estimated flow rates are not part of the proposal.
- A new detailed slope stability analysis of the north slope will not be performed. The summary geotechnical conditions on the north slope will be based on previous work performed for the outfall and for the bridge abutment.
- A site-specific response spectra for liquefiable soils using DEEPSOIL or FLAC software is not included.
- If a seismic slope hazard at the pump station is identified, we will provide conceptual ground improvement mitigation recommendations. This scope does not include final design of ground improvement for seismic hazard mitigation.
- If a seismic slope hazard at the pump station is identified, we will provide conceptual ground improvement mitigation recommendations. Scope does not include final design of ground improvement for seismic hazard mitigation.
- Evaluation of trenchless pipeline river crossings is not included in our report.

Task 3 – Preliminary Design Document Development

Objectives:

In this task the Consultant will develop and document design criteria and concepts in a Preliminary Design Memorandum and 30% plans that will establish the basis for detailed design work. This information will be used as for developing a scope of work for final design services.

Activities:

3.1 Hydraulic Calculations, Pump Selection and Operational Strategy Development

This task will develop hydraulic calculations and pump selection for the existing force main system to include the design flow to meet DEQ requirements for velocity. Hydraulic calculations and pump selections will also be developed for alternative force main scenarios such as a smaller replacement or parallel force main that allows for pump station flows to match incoming design

flows that are much less than the design flow needed for the currently oversized force main. These evaluations will be used to help the City determine how to best phase both pump station and force main upgrades in order to meet DEQ requirements now and in the future, and maximize the useful life of existing assets, while also replacing aging assets that may be at or near their design life. This task will include the following.

- Review design flow rates for existing and buildout conditions from the City’s Wastewater Collection System Master Plan and utilize these flow rates for hydraulic calculations and pump selections
- Develop force main options and pipe sizing for existing and buildout flows.
- Develop Total Dynamic Head System Curves for the existing force main and up to two (2) proposed alternative force main configurations
- Recommendations on pump configuration and sizing to meet projected flows and force main alternatives
- Preliminary sizing and layout for discharge piping, flow meter, wet-well, and valve vault structures

3.2 Electrical and Building Mechanical Sizing

Complete preliminary sizing for electrical and building mechanical items as follows.

- Perform heat gain and loss HVAC load calculations for building mechanical sizing.
- Prepare load calculation for generator sizing.
- Provide preliminary cabinet sizing to support building layout.
- Conduct initial electrical service coordination with PGE.
 - Electrical service sizing will initially consider the largest motor loads related to pump sizing alternatives and additional alternatives will be discussed with PGE.

3.3 Site Plan Development

Develop preliminary site plan layout options for structures, access to wet well and manholes, parking, and landscaping. The layout will consider vehicle access and maneuvering, site aesthetics and visibility, tree impacts, and impacts to the existing road and parking area.

3.4 Planning Level Project Cost Estimate

Consultant will develop a planning level project cost estimate that assumes the following elements:

- Pump Station Upgrades:
 - New wet well with new duplex submersible pumps
 - Valve vault and associated valves/piping
 - Meter Vault and flow meter
 - On-site sewer system modifications and gravity sewer piping
 - Bypass connection and onsite force main piping
 - Paved site access area
 - New fencing, tree removal and site grading upgrades
 - Demolition of existing pump station components
 - Replacement of all electrical equipment inside the control building
 - HVAC system upgrades or replacement
- Force Main Replacement (to be included in cost estimate as requested by City)
 - Replace existing force main with appropriately sized force main from pump station to existing 10" HDPE force main. Force main assumed to be ductile iron unless alternative material is requested by City.
 - Open cut installation except for pipe on bridge
 - Pipe on bridge replacement
 - 3 air release valve vault assemblies

This planning level cost estimate will be a class 4 cost estimate with an expected range of accuracy of -30% to +50%.

3.5 Preliminary Design Criteria Workshop

Consultant will develop a Microsoft Powerpoint presentation to review with City staff and stakeholders the work completed in Task 2 and Tasks 3.1 through 3.3. This workshop will be used to make decisions on pump and force main sizing alternatives and operational strategies, electrical and mechanical sizing options, and site plan layout options.

3.6 Preliminary Design Deliverable and Workshop

Prepare a preliminary design memorandum that documents the work completed in Tasks 2 and 3 and using the preferred alternatives from the design criteria workshop. The preliminary design deliverable will also include 30% plans, 30% specification outline and a 30% design level construction cost estimate.

Consultant team will prepare an agenda and facilitate a two-hour review workshop with City staff and key stakeholders. Consultant will provide meeting notes to the City within five (5) days following the design workshop.

Task Deliverables

- Powerpoint presentation for design criteria workshop
- Planning level project cost estimate

- Preliminary design memorandum, 30% plans, 30% technical specification outline, and 30% engineers cost estimate in pdf
- Preliminary design review workshop agendas and meeting notes

Assumptions

- Plans will be prepared on full-sized sheets and printed to half-size sheets for pdf electronic submittal (via email, FTP, or cloud-based file transfer).
- Hard copies of submittals will not be required for City.
- City will provide written submittal review comments.
- Preliminary design criteria workshop and preliminary design deliverable workshops will be held remotely using a virtual meeting format acceptable to the City. It is assumed that up to four (4) members of the Consultant team will participate in the workshops and they will be up to two (2) hours each.
- 30% design Plan Sheets anticipated to be included are:
 - Civil
 - Site Plan
 - Utility Plan
 - Grading Plan
 - Mechanical
 - Building layout plan
 - Mechanical Plan
 - HVAC Plan
 - Electrical
 - One Line Diagram
 - Electrical Site Plan

Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's hourly 2021 and 2022 Billing rates. 2021 and 2022 Billing rates, direct expenses and outside service rates are as provided in the attached Exhibit B.

Project Schedule

The consultant will work with the City’s project manager to develop a more specific schedule of deliverables. The general anticipated project schedule is as follows.

Consultant Notice to Proceed.....December 2021
Preliminary Design Complete..... April 2021

EXHIBIT B

Charbonneau Lift Station Upgrade - Preliminary Design

PROPOSED FEE ESTIMATE

Item 17.

Staff Name	Principal Engineer IV \$266 Carr	Professional Engineer VII \$203 Kreipe	Principal Engineer I \$236 Crafts	Professional Engineer VII \$203 Miles	Professional Engineer VII \$203 Luce	Engineering Designer I \$140 Shareih	Technician IV \$165 Estep	Technician III \$148 McFaddin	Administrative II \$107 Steinberg	Administrative III \$117 Haight	Hours	Labor	Subconsultants				Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	Total		
													R&W Electrical	S&W Geotechnical	PBS Surveying	PSE Structural						
Task 1 - Project Management																						
Task 1.1 - Invoices/Status Reports	5	10								5	20	\$ 3,947										\$ 3,947
Task 1.2 - Coordinate with the Owner		8									8	\$ 1,626										\$ 1,626
Task 1.3 - Staff and Subconsultant Management		8									8	\$ 1,626										\$ 1,626
Task 1.4 - Quality Assurance and Quality Control	16										16	\$ 4,256										\$ 4,256
Task 1.5 - Project Coordination Meetings		6	3	3							12	\$ 2,538										\$ 2,538
Task 1 Subtotal	21	32	3	3	0	0	0	0	0	5	64	\$ 13,993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,993
Project Kick-Off, Data Gathering, Geotechnical Investigation and Condition Evaluation																						
Task 2 - Project Kick-Off Meeting		4	4	4							12	\$ 2,571										\$ 2,571
Task 2.2 - Data Gathering and Review		2			4	4					10	\$ 1,781										\$ 1,781
Task 2.3 - Existing Utility Review					4	4					8	\$ 1,375										\$ 1,375
Task 2.4 - Tree Assessment Survey Coordination		4									4	\$ 813										\$ 813
Task 2.5 - Geotechnical Subsurface Exploration				4	4						10	\$ 2,032	\$ 45,081									\$ 47,113
Task 2.6 - Boundary Resolution and Topographic Survey		2	2	2			1	6			11	\$ 1,865		\$ 5,900								\$ 7,765
Task 2.7 - Condition Evaluation of Lift Station	2	6		10							18	\$ 4,503	\$ 1,200									\$ 5,703
Task 2.8 - Condition Evaluation of Force Main	2		6		10						18	\$ 6,790	\$ 2,900		\$ 2,900							\$ 10,064
Task 2 Subtotal	4	16	10	22	24	48	1	6	0	0	131	\$ 29,820	\$ 1,200	\$ 45,081	\$ 5,900	\$ 2,900	\$ 60,589	\$ 168	\$ 126	\$ 84,703		
Task 3 - Preliminary Design Document Development																						
Hydraulic Calculations, Pump Selection and Operational Strategy																						
Task 3.1 - Development	2	4	4	12	8	24					54	\$ 9,725										\$ 9,725
Task 3.2 - Electrical and Building/Mechanical Sizing		2				12					20	\$ 3,311	\$ 1,000									\$ 4,311
Task 3.3 - Site Plan Development	2	4		16		32	4	24			82	\$ 13,400	\$ 1,000									\$ 14,904
Task 3.4 - Planning Level Project Cost Estimate		2		4	4	8					18	\$ 3,156										\$ 3,156
Task 3.5 - Preliminary Design Criteria Workshop		4	4	6	6	16					36	\$ 6,444	\$ 1,000									\$ 7,444
Task 3.6 - Preliminary Design Deliverable and Workshop	2	8	4	16	16	40	4	24	6		120	\$ 20,078	\$ 3,800									\$ 24,258
Task 3 Subtotal	6	24	12	60	34	132	8	48	6	0	330	\$ 56,013	\$ 6,800	\$ -	\$ -	\$ -	\$ 7,480	\$ -	\$ 1,008	\$ 64,501		
TOTAL - ALL TASKS	31	72	25	85	58	180	9	54	6	5	525	\$ 93,626	\$ 8,000	\$ 45,081	\$ 5,900	\$ 2,900	\$ 68,069	\$ 168	\$ 1,134	\$ 163,197		

EXHIBIT B

2021 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2021 through December 31, 2021. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2021 Rates</u>	<u>Billing Classifications</u>	<u>2021 Rates</u>
Principal Engineer VI	\$270	Cost Estimator III	\$250
Principal Engineer V	\$260	Cost Estimator II	\$200
Principal Engineer IV	\$250	Cost Estimator I	\$150
Principal Engineer III	\$239	Construction Manager VIII	\$227
Principal Engineer II	\$230	Construction Manager VII	\$219
Principal Engineer I	\$222	Construction Manager VI	\$203
Professional Engineer IX	\$212	Construction Manager V	\$188
Engineering Designer IX	\$204	Construction Manager IV	\$178
Professional Engineer VIII	\$202	Construction Manager III	\$162
Engineering Designer VIII	\$193	Construction Manager II	\$150
Professional Engineer VII	\$191	Construction Manager I	\$133
Engineering Designer VII	\$184	Inspector VII	\$188
Professional Engineer VI	\$182	Inspector VI	\$172
Engineering Designer VI	\$175	Inspector V	\$156
Professional Engineer V	\$171	Inspector IV	\$145
Engineering Designer V	\$164	Inspector III	\$129
Professional Engineer IV	\$161	Inspector II	\$117
Engineering Designer IV	\$161	Inspector I	\$100
Professional Engineer III	\$157	Technician IV	\$155
Engineering Designer III	\$157	Technician III	\$139
Engineering Designer II	\$143	Technician II	\$120
Engineering Designer I	\$132	Technician I	\$101
Principal III	\$295	Project Coordinator IV	\$150
Principal II	\$270	Project Coordinator III	\$140
Principal I	\$245	Project Coordinator II	\$125
Project Manager III	\$225	Project Coordinator I	\$110
Project Manager II	\$200	Administrative III	\$110
Project Manager I	\$175	Administrative II	\$101
		Administrative I	\$89

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.

EXHIBIT B

2022 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2022 through December 31, 2022. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2022 Rates</u>	<u>Billing Classifications</u>	<u>2022 Rates</u>
Principal Engineer VI	\$292	Cost Estimator III	\$263
Principal Engineer V	\$281	Cost Estimator II	\$210
Principal Engineer IV	\$270	Cost Estimator I	\$158
Principal Engineer III	\$258	Construction Manager VIII	\$238
Principal Engineer II	\$249	Construction Manager VII	\$230
Principal Engineer I	\$239	Construction Manager VI	\$214
Professional Engineer IX	\$229	Construction Manager V	\$197
Engineering Designer IX	\$220	Construction Manager IV	\$187
Professional Engineer VIII	\$218	Construction Manager III	\$170
Engineering Designer VIII	\$208	Construction Manager II	\$157
Professional Engineer VII	\$206	Construction Manager I	\$140
Engineering Designer VII	\$199	Inspector VII	\$197
Professional Engineer VI	\$196	Inspector VI	\$181
Engineering Designer VI	\$189	Inspector V	\$164
Professional Engineer V	\$185	Inspector IV	\$153
Engineering Designer V	\$177	Inspector III	\$136
Professional Engineer IV	\$174	Inspector II	\$122
Engineering Designer IV	\$174	Inspector I	\$105
Professional Engineer III	\$169	Technician IV	\$168
Engineering Designer III	\$169	Technician III	\$150
Engineering Designer II	\$155	Technician II	\$130
Engineering Designer I	\$143	Technician I	\$110
Principal III	\$295	Project Coordinator IV	\$158
Principal II	\$270	Project Coordinator III	\$147
Principal I	\$245	Project Coordinator II	\$131
Project Manager III	\$225	Project Coordinator I	\$116
Project Manager II	\$200	Administrative III	\$116
Project Manager I	\$175	Administrative II	\$107
		Administrative I	\$94

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 20, 2021	Subject: Resolution No. 2946 Peterson Power Systems, Inc Generator Maintenance Goods and Services Contract Staff Member: Martin Montalvo, Operation Manager 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 type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to approve the Consent Agenda.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

To approve or reject the Five (5) Year Term Goods and Services contract with Peterson Power Systems, Inc. for Annual Generator Maintenance.

EXECUTIVE SUMMARY:

The City of Wilsonville currently has eight (8) emergency power generators located at critical infrastructure facilities. These generators are designed to provide emergency power to these facilities in the event of a power outage. In order to assure their safe and reliable operations these assets must be serviced and maintained regularly. The Public Works Department currently budgets for and conducts this annual maintenance by soliciting service bids each year. The maintenance services consist of; individual inspections as needed, an Annual Service, a Green Annual Service, and Load Bank Testing. Each year the cost will vary slightly based on each assets respective maintenance cycle. The annual total cost and the annual average cost are represented in Table 1: Generator Contract Cost. The total cost for the five (5) year of the contract is \$160,779.

Table 1: Generator Contract Cost

Fiscal Year	2021	2022	2023	2024	2025
Fleet	\$ 7,545.00	\$ 3,185.00	\$ 4,660.00	\$ 7,825.00	\$ 3,305.00
Charbonneau	\$ 6,155.00	\$ 2,380.00	\$ 3,405.00	\$ 6,655.00	\$ 2,550.00
Nike	\$ 6,105.00	\$ 2,365.00	\$ 3,350.00	\$ 6,475.00	\$ 2,535.00
PWPD	\$ 3,389.00	\$ 1,585.00	\$ 2,155.00	\$ 3,735.00	\$ 1,695.00
City Hall	\$ 5,895.00	\$ 2,525.00	\$ 3,635.00	\$ 6,350.00	\$ 2,780.00
Boeckman	\$ 5,675.00	\$ 2,300.00	\$ 3,360.00	\$ 6,030.00	\$ 2,455.00
Elligsen	\$ 6,280.00	\$ 2,380.00	\$ 3,405.00	\$ 6,655.00	\$ 2,550.00
Gessel	\$ 2,570.00	\$ 2,510.00	\$ 3,420.00	\$ 6,330.00	\$ 2,620.00
Annual Total Cost	\$ 43,614.00	\$ 19,230.00	\$ 27,390.00	\$ 50,055.00	\$ 20,490.00
Average Annual Cost	\$ 32,155.80				
Total Contract Value	\$ 160,779.00				

The State of Oregon Procurement program (Oregon Buys) has a competitively bid statewide contract with Peterson Power Systems, Inc. to provide routine and programmed maintenance for industrial power generators. This State contract complies with all State and City of Wilsonville procurement rules. The State currently allows municipalities to utilize the contract for individual contracting. This five (5) year contract will avoid the need to secure new bids each year as well as secure the pricing for the next five (5) year term.

EXPECTED RESULTS:

By executing this personal services agreement with Peterson Power Systems, Inc. the City will be able to secure the pricing and minimize the administrative burden for maintaining its eight (8) emergency power generators.

TIMELINE:

The contract term will begin upon execution and terminate in 2025.

CURRENT YEAR BUDGET IMPACTS:

The annual cost for routine generator maintenance is already accounted for with the Public Works Department’s Facilities Division budget. No additional funds are required for subsequent years during the contract term. Each year the cost will vary slightly based on what maintenance is prescribed for each respective year. The total cost for the five (5) year of the contract is \$160,779.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 12/03/2021

LEGAL REVIEW:

Reviewed by: JRA Date: 12/08/2021

COMMUNITY INVOLVEMENT PROCESS:

Not Applicable.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

By executing this contract the City will minimizing the risk associated with periodic power outages to its critical infrastructure.

ALTERNATIVES:

The annual generator maintenance will still be required but would be solicited annually, increasing the administrative burden and potentially increasing the cost.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2946
 - A. Goods and Services Contract with Peterson Power Systems, Inc. for Annual Generator Maintenance

RESOLUTION NO. 2946

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A GOODS AND SERVICES CONTRACT WITH PETERSON POWER SYSTEMS, INC. FOR ANNUAL GENERATOR MAINTENANCE.

WHEREAS, the City currently owned and maintains seven emergency power generators associated with the City’s critical infrastructure; and

WHEREAS, the State of Oregon Department of Administrative Services (DAS) has a state wide contract for industrial generator maintenance, which municipalities may utilize; and

WHEREAS, the City wishes to assure the long term condition, reliability and safety of its assets; and

WHEREAS, a five year contract will minimize the administrative burden as well as secure the pricing for the next five year term; and

WHEREAS, the City is committed to increasing and assuring its resiliency in the face of natural and man-made disasters.

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

- Section 1. The procurement process for the Project duly followed Oregon Contracting Rules, and the DAS allows municipalities to utilize the statewide contract.
- 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 five year term Goods and Services Contract with Peterson Power Systems, Inc for the sum of \$160,779.
- Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 20th day of December 2021, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

- A. Goods and Services Contract with Peterson Power Systems, Inc. for Annual Generator Maintenance

CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the Generator Annual Service Contract Project (“Project”) is made and entered into on this ____ day of _____ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Peterson Power Systems, Inc.**, a California corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Contractor will perform the annual preventative and on demand services for the City of Wilsonville’s existing emergency generators, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”).

Section 2. Term

The term of this Contract shall be from the Effective Date for a period of five (5) years, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

Section 3. Contract Sum/Project Scope

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor the fixed price of ONE HUNDRED SIXTY THOUSAND SEVEN HUNDRED AND SEVENTY-NINE DOLLARS (\$160,779) 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.

3.2. Contractor’s Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes,

workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

3.3. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, 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.

Section 4. City's Project Manager

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

Section 5. Contractor's Project Manager

Contractor's Project Manager is _____. 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 6. Subcontractors and Assignments

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, which approval may be granted or denied in the City's sole discretion.

Section 7. Contractor Is Independent Contractor

Except as otherwise mandated by state law, the performance of Work 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. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 3** 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.

Section 8. Contractor's Responsibilities

8.1. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

8.3. No person shall be discriminated against by Contractor 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.

8.4. 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.

8.5. 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.

8.6. 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:

8.6.1. 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

8.6.2. 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

8.6.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

8.7. 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.

8.8. The hourly rate of wage to be paid by any Contractor 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.

8.9. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

8.10. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing 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. If new or amended statutes, ordinances, 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 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.

8.11. 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 suppliers.

8.12. COVID-19 Safety Measures. During the term of the Contract, when any work is performed at the work site, the safety measures and protocols set forth in this Subsection must be followed for the protection of Contractor's employees and/or subcontractors, City employees, and the public. In the event that Contractor is required to evacuate the building or stop or delay work due to a COVID-19 related event, Contractor shall not be entitled to any additional payment, remobilization costs, or delay damages.

8.12.1. Contractor must submit a construction schedule for approval by the City's Project Manager.

8.12.2. The City's Project Manager may change the approved schedule immediately in the event needed for assurance of health and safety.

8.12.3. Contractor must meet the City's Project Manager outside of the building or project area (if outdoors) where work is to take place and be prepared to be escorted to the work site.

8.12.4. Contractor's Project Manager must sign a daily form, acknowledging that, to the best of his/her knowledge, all employees or subcontractors working on the site have not felt, and are not feeling, sick nor been exposed to anyone showing signs of sickness in the last 14 days.

8.12.5. Contractor must follow all social distancing guidelines to the absolute best of Contractor's ability, and Contractor shall have a designated safety manager on-site at all times to ensure social distancing.

8.12.6. Contractor will be informed of the maximum acceptable number of workers allowed in the facility or project area. The City's Project Manager will set a maximum occupancy limit for the number of Contractor's employees/subcontractors who can be working on-site at any given time, and shall direct point of exit and entry to use, assigned restroom facilities, and approved travel routes to and from the work site.

8.12.7. Contractor will need to be prepared to immediately evacuate the building or project area, with the possibility of a delayed return, in the event of a level 1, 2, or 3 disinfection response by the City.

8.12.8. Contractor must do ample site clean-up at the end of each day in preparation for the City to perform a final disinfection once Contractor has left for the day.

8.12.9. Contractor must notify the City's Project Manager thirty (30) minutes before each expected day's end for clean site inspection.

Section 9. Indemnity

9.1. 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 10.2**. 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.

9.2. 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 10. Insurance

10.1. 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. 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:

10.1.1. Commercial General Liability Insurance. Contractor shall obtain, at Contractor’s 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.

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

10.1.3. Workers Compensation Insurance. Contractor 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.

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

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

10.1.6. 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.

10.2. 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 11. Suspension

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be 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 Services performed by any subcontractors after notice of suspension is given by the City to Contractor.

Section 12. Early Termination; Default

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

12.1.1. By mutual written consent of the parties;

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

12.1.3. By Contractor, 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 Contractor, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

12.2. 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 three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

12.3. 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.

12.4. Termination under any provision of this **Section 13** 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, for which Contractor has received payment or the City has made payment.

Section 13. 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.

Section 14. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as

certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
Attn: Matt Baker, Facilities Supervisor
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: Peterson Power Systems, Inc.
Attn: _____, Project Manager
2828 Teagarden Street
San Leandro, CA 94577

Section 15. Miscellaneous Provisions

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

15.2. 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.

15.3. 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.

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

15.5. 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.

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

15.7. 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.

15.8. 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.

15.9. 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.

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

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

15.12. 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.

15.13. 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.

15.14. 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.

15.15. 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.”

15.16. 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.

15.17. 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.

15.18. 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.

15.19. 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.

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

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

CONTRACTOR:

CITY:

PETERSON POWER SYSTEMS, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon



**Customer Value Agreement
Prepared for CITY OF WILSONVILLE (7353350)**

Acct. #: 7353350	Prepared by: Rick L Ferguson
Contact: Matt Baker	Email: rlferguson@petersoncat.com
Email: mbaker@ci.wilsonville.or.us	Phone: (503) 280-1548
Phone: 503 570 1548	Cell Phone: (503) 866-6658
Fax:	Fax: (503) 867-8567
Billing Address: 29799 SW TOWN CNTR LP E	Business Address: 2828 Teagarden Street
WILSONVILLE, OR 97070 6499	San Leandro, CA 94577

Peterson Power Systems, Inc. agrees to perform the services listed below for CITY OF WILSONVILLE (7353350) . The agreement will be for a period of Five years, commencing on acceptance date. These services will be performed on the units listed below at the stated price.

The units are located at:

29799 SW TOWN CNTR LP E
WILSONVILLE, OR 97070- 6499

THE FOLLOWING QUOTE FOR FIVE YEAR MAINTENANCE IS PER NJPA/ SOURCEWELL CONTRACT FOR THE CITY OF WILSONVILLE.

CAT Contract#: 120617-CAT SOURCEWELL PROGRAM- MEMBER ID# 96920
CITY OF WILSONVILLE.

- * LISTED PRICING EXCEEDS THE MINIMUM SOURCEWELL DISCOUNT OFF LABOR.
 - * This agreement can be cancelled by customer at any time with a courtesy 30 days written notice.
-

. The services have been designed around the Manufacturer’s Recommended Standards, will be performed on a flat fee basis and include labor, travel and service parts as indicated below. Taxes, if applicable, are not reflected, unless otherwise noted. Following is a summary of charges for the agreement.

Unit	Loc	Make	Model	Serial	\$ Inspection x Freq	Annual	Green Annual	Load Test	3 Yr Service	Battery Replace	Megger	Valve Adjust or other	Total
1	2021 - Fleet Services	AA	3412 (500KW)	81Z24176	265 x 2	0	895	1325	3450	945	400	0	\$7,545
2	2021 - Charbonneau	AA	3406 (350KW)	4ZR06040	265 x 1	0	710	950	2850	980	400	0	\$6,155
3	2021 - Nike Well	AA	3306 (250KW)	9NR03997	265 x 1	0	695	950	2850	945	400	0	\$6,105
4	2021 - Pub	OY	D20P1	NPT00366	265 x 1	0	445	515	1469	370	325	0	\$3,389

	Works - Police		(20KW)											
5	2021 - City Hall	OY	D200P4 (200KW)	NNS01561	265 x 2	0	665	945	2845	585	325	0	\$5,895	
6	2021 - Boeckman	KR	200ROZ D (200KW)	396625	265 x 1	0	710	945	2845	585	325	0	\$5,675	
7	2021 - Ellingsen	ON	NTA-855 G3 (350KW)	30363505	265 x 1	0	710	950	2975	980	400	0	\$6,280	
8	2021 - GesellShaft	CU	CD150 D6D (150KW)	K190690007	265 x 1	960	0	945			400	0	\$2,570	
9	2022 - Fleet Services	AA	3412 (500KW)	81Z24176	270 x 2	0	905	1340			400	0	\$3,185	
10	2022 - Charbonneau	AA	3406 (350KW)	4ZR06040	270 x 1	0	730	980			400	0	\$2,380	
11	2022 - Nike Well	AA	3306 (250KW)	9NR03997	270 x 1	0	715	980			400	0	\$2,365	
12	2022 - Pub Works - Police	OY	D20P1 (20KW)	NPT00366	270 x 1	0	460	530			325	0	\$1,585	
13	2022 - City Hall	OY	D200P4 (200KW)	NNS01561	270 x 2	0	685	975			325	0	\$2,525	
14	2022 - Boeckman	KR	200ROZ D (200KW)	396625	270 x 1	0	730	975			325	0	\$2,300	
15	2022 - Ellingsen	ON	NTA-855 G3 (350KW)	30363505	270 x 1	0	730	980			400	0	\$2,380	
16	2022 - GesellShaft	CU	CD150 D6D (150KW)	K190690007	270 x 1	0	875	965			400	0	\$2,510	
17	2023 - Fleet Services	AA	3412 (500KW)	81Z24176	275 x 2	1250	0	1355			425	1080	\$4,660	
18	2023 - Charbonneau	AA	3406 (350KW)	4ZR06040	275 x 1	945	0	1010			425	750	\$3,405	
19	2023 - Nike Well	AA	3306 (250KW)	9NR03997	275 x 1	890	0	1010			425	750	\$3,350	
20	2023 - Pub Works - Police	OY	D20P1 (20KW)	NPT00366	275 x 1	500	0	545			350	485	\$2,155	
21	2023 - City Hall	OY	D200P4 (200KW)	NNS01561	275 x 2	980	0	1005			350	750	\$3,635	
22	2023 - Boeckman	KR	200ROZ D (200KW)	396625	275 x 1	980	0	1005			350	750	\$3,360	
23	2023 - Ellingsen	ON	NTA-855 G3 (350KW)	30363505	275 x 1	945	0	1010			425	750	\$3,405	
24	2023 - GesellShaft	CU	CD150 D6D (150KW)	K190690007	275 x 1	990	0	980			425	750	\$3,420	
25	2024 - Fleet Services	AA	3412 (500KW)	81Z24176	280 x 2	0	915	1370	3580	975	425	0	\$7,825	
26	2024 - Charbonneau	AA	3406 (350KW)	4ZR06040	280 x 1	0	775	1040	3125	1010	425	0	\$6,655	
27	2024 - Nike Well	AA	3306 (250KW)	9NR03997	280 x 1	0	760	1040	2995	975	0	425	\$6,475	
28	2024 - Pub Works - Police	OY	D20P1 (20KW)	NPT00366	280 x 1	0	475	575	1605	450	0	350	\$3,735	
29	2024 - City Hall	OY	D200P4 (200KW)	NNS01561	280 x 2	0	740	1020	2995	610	425	0	\$6,350	
30	2024 - Boeckman	KR	200ROZ D (200KW)	396625	280 x 1	0	775	1020	2995	610	350	0	\$6,030	
31	2024 - Ellingsen	ON	NTA-855 G3 (350KW)	30363505	280 x 1	0	775	1040	3125	1010	425	0	\$6,655	

32	2024 - GesellShaft	CU	CD150 D6D (150KW)	K190690007	285 x 1	0	890	995	3125	610	425	0	\$6,330
33	2025 - Fleet Services	AA	3412 (500KW)	81Z24176	285 x 2	0	925	1385			425	0	\$3,305
34	2025 - Charbonneau	AA	3406 (350KW)	4ZR06040	285 x 1	0	800	1040			425	0	\$2,550
35	2025 - Nike Well	AA	3306 (250KW)	9NR03997	285 x 1	0	785	1040			425	0	\$2,535
36	2025 - Pub Works - Police	OY	D20P1 (20KW)	NPT00366	285 x 1	0	485	575			350	0	\$1,695
37	2025 - City Hall	OY	D200P4 (200KW)	NNS01561	285 x 2	0	765	1020			425	0	\$2,780
38	2025 - Boeckman	KR	200ROZ D (200KW)	396625	285 x 1	0	800	1020			350	0	\$2,455
39	2025 - Ellingsen	ON	NTA-855 G3 (350KW)	30363505	285 x 1	0	800	1040			425	0	\$2,550
40	2025 - GesellShaft	CU	CD150 D6D (150KW)	K190690007	285 x 1	0	900	1010			425	0	\$2,620
Total					\$13,755	\$8,440	\$23,025	\$39,400	\$42,829	\$11,640	\$14,850	\$6,840	\$160,779

2021 SCOPE OF WORK: (\$43,614)

2021 Fleet Services: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$895) - NOV
 2 hour loadtest (\$1,325) - NOV
 Cooling System Service (\$3,450) - NOV
 Batteries (2) 153-5700 - (\$945) - NOV
 Megger test insulation (\$400) - OCT
 ATS 1 - 200 amp Visual inspect no xfr (\$265) - NOV
 ATS 2 - 800 amp Visual inspect no xfr (\$265) - NOV = [\$7,545 total]

2021 Charbonneau: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$710) - NOV
 2 hour loadtest (\$950) - NOV
 Cooling System Service (\$2,850) - NOV
 Batteries (2) 153-5710 - (\$980) - NOV
 Megger test insulation (\$400) - NOV
 ATS 1 - 400 amp Visual inspect no xfr (\$265) - NOV = [\$6,155 total]

2021 Nike Well: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$695) - NOV
 2 hour loadtest (\$950) - NOV
 Cooling System Service (\$2,850) - NOV
 Batteries (2) 153-5700 - (\$945) - NOV
 Megger test insulation (\$400) - NOV
 ATS 1 - 800 amp Visual inspect no xfr (\$265) - NOV = [\$6,105 total]

2021 PW-Police: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$445) - NOV
 2 hour loadtest (\$515) - NOV
 Cooling System Service (\$1,469) - NOV
 Batteries (1) 115-2422 - (\$370) - NOV
 Megger test insulation (\$325) - NOV
 ATS 1 - 100 amp Visual inspect no xfr (\$265) - NOV = [\$3,389 total]

2021 City Hall: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$665) - NOV
 2 hour loadtest (\$945) - NOV
 Cooling System Service (\$2,845) - NOV

Batteries (2) 230-6368 - (\$585) - NOV
 Megger test insulation (\$325) - NOV
 ATS 1 - 100 amp Visual inspect no xfr (\$265) - NOV
 ATS 2 - 200 amp Visual inspect no xfr (\$265) - NOV = [\$5,895 total]

2021 Boeckman: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$710) - NOV
 2 hour loadtest (\$945) - NOV
 Cooling System Service (\$2,845) - NOV
 Batteries (2) 230-6368 - (\$585) - NOV
 Megger test insulation (\$325) - NOV
 ATS 1 - 400 amp Visual inspect no xfr (\$265) - NOV = [\$5,675 total]

2021 Ellingsen: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$710) - NOV
 2 hour loadtest (\$950) - NOV
 Cooling System Service (\$2,975) - NOV
 Batteries (2) 153-5720 - (\$980) - NOV
 Megger test insulation (\$400) - NOV
 ATS 1- 600 amp Visual inspect no xfr (\$265) - NOV = [\$6,280 total]

2021 Gesell: Annual Service with SOS oil, coolant and Fuel Samples (\$960) - NOV
 2 hour loadtest (\$945) - NOV
 Megger test insulation (\$400) - NOV
 ATS 1- 600 amp Visual inspect no xfr (\$265) - NOV = [\$2,570 total]
 * NEW UNIT TO HAVE CSS AND BATTTS (2024)

2022 SCOPE OF WORK: (\$19,230)

2022 Fleet Services: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$905) - May
 2 hour loadtest (\$1,340) - May
 Megger test insulation (\$400) - NOV
 ATS 1 - 200 amp Visual inspect no xfr (\$270) - NOV
 ATS 2 - 800 amp Visual inspect no xfr (\$270) - NOV = [\$3,185 total]

2022 Charbonneau: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$730) - May
 2 hour loadtest (\$980) - May
 Megger test insulation (\$400) - NOV
 ATS 1 - 400 amp Visual inspect no xfr (\$270) - NOV = [\$2,380 total]

2022 Nike Well: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$715) - May
 2 hour loadtest (\$980) - May
 Megger test insulation (\$400) - NOV
 ATS 1 - 800 amp Visual inspect no xfr (\$270) - NOV = [\$2,365 total]

2022 PW-Police: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$460) - May
 2 hour loadtest (\$530) - May
 Megger test insulation (\$325) - NOV
 ATS 1 - 100 amp Visual inspect no xfr (\$270) - NOV = [1,585 total]

2022 City Hall: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$685) - May
 2 hour loadtest (\$975) - May
 Megger test insulation (\$325) - NOV
 ATS 1 - 100 amp Visual inspect no xfr (\$270) - NOV
 ATS 2 - 200 amp Visual inspect no xfr (\$270) - NOV = [\$2,525 total]

2022 Boeckman: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$730) - May
 2 hour loadtest (\$975) - May
 Megger test insulation (\$325) - NOV
 ATS 1 - 400 amp Visual inspect no xfr (\$270) - NOV = [\$2,300 total]

2022 Ellingsen: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$730) - May
 2 hour loadtest (\$980) - May
 Megger test insulation (\$400) - NOV
 ATS 1- 600 amp Visual inspect no xfr (\$270) - NOV = [\$2,380 total]

2022 Gesell: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$875) - May
 2 hour loadtest (\$965) - May
 Megger test insulation (\$400) - NOV
 ATS 1- 600 amp Visual inspect no xfr (\$270) - NOV = [\$2,510 total]

2023 SCOPE OF WORK: (\$27,390)

2023 Fleet Services: Annual Service with SOS oil, coolant and Fuel Samples (\$1,250) - May
 2 hour loadtest (\$1,355) - May
 Megger test insulation (\$425) - NOV
 Valve Adjust (\$1,080) - NOV
 ATS 1 - 200 amp Visual inspect no xfr (\$275) - NOV
 ATS 2 - 800 amp Visual inspect no xfr (\$275) - NOV = [\$4,660 total]

2023 Charbonneau: Annual Service with SOS oil, coolant and Fuel Samples (\$945) - May
 2 hour loadtest (\$1010) - May
 Megger test insulation (\$425) - NOV
 Valve Adjust (\$750) - NOV
 ATS 1 - 400 amp Visual inspect no xfr (\$275) - NOV = [\$3,405 total]

2023 Nike Well: Annual Service with SOS oil, coolant and Fuel Samples (\$890) - May
 2 hour loadtest (\$1010) - May
 Megger test insulation (\$425) - NOV
 Valve Adjust (\$750) - NOV
 ATS 1 - 800 amp Visual inspect no xfr (\$275) - NOV = [\$3,350 total]

2023 PW-Police: Annual Service with SOS oil, coolant and Fuel Samples (\$500) - May
 2 hour loadtest (\$545) - May
 Megger test insulation (\$350) - NOV
 Valve Adjust (\$485) - NOV
 ATS 1 - 100 amp Visual inspect no xfr (\$275) - NOV = [\$2,155 total]

2023 City Hall: Annual Service with SOS oil, coolant and Fuel Samples (\$980) - May
 2 hour loadtest (\$1005) - May
 Megger test insulation (\$350) - May
 Valve Adjust (\$750) - NOV
 ATS 1 - 100 amp Visual inspect no xfr (\$275) - NOV
 ATS 2 - 200 amp Visual inspect no xfr (\$275) - NOV = [\$3,635 total]

2023 Boeckman: Annual Service with SOS oil, coolant and Fuel Samples (\$980) - May
 2 hour loadtest (\$1005) - May
 Megger test insulation (\$350) - NOV
 Valve Adjust (\$750) - NOV
 ATS 1 - 400 amp Visual inspect no xfr (\$275) - NOV = [\$3,360 total]

2023 Ellingsen: Annual Service with SOS oil, coolant and Fuel Samples (\$945) - May
 2 hour loadtest (\$1010) - May
 Megger test insulation (\$425) - NOV
 Valve Adjust (\$750) - NOV
 ATS 1- 600 amp Visual inspect no xfr (\$275) - NOV = [\$3,405 total]

2023 Gesell: Annual Service with SOS oil, coolant and Fuel Samples (\$990) - May
 2 hour loadtest (\$980) - May
 Megger test insulation (\$425) - NOV
 Valve Adjust (\$750) - NOV
 ATS 1- 600 amp Visual inspect no xfr (\$275) - NOV = [\$3,420 total]

2024 SCOPE OF WORK: (\$50,055)

2024 Fleet Services: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$915) - May
 2 hour loadtest (\$1,370) - May
 Cooling System Service (\$3,580) - NOV
 Batteries (2) 153-5700 - (\$975) - NOV
 Megger test insulation (\$425) - NOV
 ATS 1 - 200 amp Visual inspect no xfr (\$280) - NOV
 ATS 2 - 800 amp Visual inspect no xfr (\$280) - NOV = [\$7,825 total]

2024 Charbonneau: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$775) - May
 2 hour loadtest (\$1040) - May
 Cooling System Service (\$3,125) - NOV
 Batteries (2) 153-5710 - (\$1010) - NOV
 Megger test insulation (\$425) - NOV
 ATS 1 - 400 amp Visual inspect no xfr (\$280) - NOV = [\$6,655 total]

2024 Nike Well: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$760) - May
 2 hour loadtest (\$1040) - May
 Cooling System Service (\$2,995) - NOV
 Batteries (2) 153-5700 - (\$975) - NOV
 Megger test insulation (\$425) - NOV
 ATS 1 - 800 amp Visual inspect no xfr (\$280) - NOV = [\$6,475 total]

2024 PW-Police: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$475) - May
 2 hour loadtest (\$575) - May
 Cooling System Service (\$1,605) - NOV
 Batteries (1) 115-2422 - (\$450) - NOV
 Megger test insulation (\$350) - NOV
 ATS 1 - 100 amp Visual inspect no xfr (\$280) - NOV = [\$3,735 total]

2024 City Hall: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$740) - May
 2 hour loadtest (\$1020) - May
 Cooling System Service (\$2,995) - NOV
 Batteries (2) 230-6368 - (\$610) - NOV
 Megger test insulation (\$425) - NOV
 ATS 1 - 100 amp Visual inspect no xfr (\$280) - NOV
 ATS 2 - 200 amp Visual inspect no xfr (\$280) - NOV = [\$6,350 total]

2024 Boeckman: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$775) - May
 2 hour loadtest (\$1020) - May

Cooling System Service (\$2995) - NOV
 Batteries (2) 230-6368 - (\$610) - NOV
 Megger test insulation (\$350) - NOV
 ATS 1 - 400 amp Visual inspect no xfr (\$280) - NOV = [\$6,030 total]

2024 Ellingsen: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$775) - May
 2 hour loadtest (\$1040) - May
 Cooling System Service (\$3,125) - NOV
 Batteries (2) 153-5720 - (\$1010) - NOV
 Megger test insulation (\$425) - NOV
 ATS 1- 600 amp Visual inspect no xfr (\$280) - NOV = [\$6,655 total]

2024 Gesell: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$890) - May
 2 hour loadtest (\$995) - May
 Cooling System Service (\$3,125) - NOV
 Batteries (2) 230-6368 - (\$610) - NOV
 Megger test insulation (\$425) - NOV
 ATS 1- 600 amp Visual inspect no xfr (\$285) - NOV = [\$6,330 total]

2025 SCOPE OF WORK: (\$20,490)

2025 Fleet Services: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$925) - May
 2 hour loadtest (\$1,385) - May
 Megger test insulation (\$425) - NOV
 ATS 1 - 200 amp Visual inspect no xfr (\$285) - NOV
 ATS 2 - 800 amp Visual inspect no xfr (\$285) - NOV = [\$3,305 total]

2025 Charbonneau: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$800) - May
 2 hour loadtest (\$1040) - May
 Megger test insulation (\$425) - NOV
 ATS 1 - 400 amp Visual inspect no xfr (\$285) - NOV = [\$2,550 total]

2025 Nike Well: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$785) - May
 2 hour loadtest (\$1040) - May
 Megger test insulation (\$425) - NOV
 ATS 1 - 800 amp Visual inspect no xfr (\$285) - NOV = [\$2,535 total]

2025 PW-Police: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$485) - May
 2 hour loadtest (\$575) - May
 Megger test insulation (\$350) - NOV
 ATS 1 - 100 amp Visual inspect no xfr (\$285) - NOV = [\$1,695 total]

2025 City Hall: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$765) - May
 2 hour loadtest (\$1020) - May
 Megger test insulation (\$425) - NOV
 ATS 1 - 100 amp Visual inspect no xfr (\$285) - NOV
 ATS 2 - 200 amp Visual inspect no xfr (\$285) - NOV = [\$2,780 total]

2025 Boeckman: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$800) - May
 2 hour loadtest (\$1020) - May
 Megger test insulation (\$350) - NOV
 ATS 1 - 400 amp Visual inspect no xfr (\$285) - NOV = [\$2,455 total]

2025 Ellingsen: GRN Annual Service with SOS oil, coolant and Fuel Samples (\$800) - May

2 hour loadtest (\$1040) - May
 Megger test insulation (\$425) - NOV
 ATS 1- 600 amp Visual inspect no xfr (\$285) - NOV = [\$2,550 total]

2025 Gesell: GRN Annual Annual Service with SOS oil, coolant and Fuel Samples (\$900) - May
 2 hour loadtest (\$945) - May
 Megger test insulation (\$425) - NOV
 ATS 1- 600 amp Visual inspect no xfr (\$285) - NOV = [\$2,620 total]

NOTE: ATS Inspections are quoted for normal business hours. Any after hours inspection or testing may incur additional charges.

The services listed above include, but are not limited to, the following. For a complete listing of service options available through Peterson Power please see Attachment B.

An **Inspection** includes an individual inspection of each unit. The technician will verify the fluid levels (oil, coolant and fuel), service the batteries, ensure proper operation of battery charging system, perform an operational check of the engine and generator (as applicable), and provide a completed service report detailing the service and any potential problems that should be addressed.

An **Annual Service** includes a full inspection (see description above) of each unit and a full service which includes; the replacement of engine oil, oil filters and fuel filters. Air filters are replaced on an as needed basis for an additional charge. Please contact your PSSR if you would like your air filters replaced.

A **Green Annual Service** is the same as an Annual Service (see description above) without the oil change. Oil Filters are changed and oil is tested to ensure fluid integrity while extending oil drain intervals. Engine oil is topped off after filter change and engine oil sample is taken.

Load Bank Testing is recommended annually for any generator that is not run "under load" (maintaining a load of at least 30% of its kilowatt (kW) rating) regularly, to ensure the proper operation of your generator. A Load Bank Test will include the connection of a portable resistive Load Bank. The load will be varied in steps for a 2 hour duration.

2 hour loadtest at or near full load.

Every three years, engine manufacturers recommend replacement of cooling system belts, cooling system hoses and coolant. In addition, the (PM-3) includes upgrading block heater hoses to high temperature silicone hoses. Block heater isolation ball valves will be installed on any engine not already (if applicable) equipped. Engine thermostat and radiator cap are also replaced.

Batteries are recommended for replacement on a three year cycle, and will be replaced with Maintenance Free batteries unless otherwise specified by the customer.

Notes and/or Exclusions:

All work is quoted for normal business hours between 7:30am and 4pm M-F. Work request outside of normal hours will have additional overtime charges applied.

Sourcewell pricing applies to all work quoted above. Additional repairs will be quoted at CS rate or Field rate based on complexity of issue and technician required.

Results of services will be forwarded to you in a detailed report listing any components and/or areas requiring further attention for repair.

**Peterson Power Systems
Detail of Service Options
Attachment B**

Inspection Service

Before Starting Engine:

- Check engine oil and coolant levels
- Check block heater (should maintain a coolant temperature of 90° F in the block)
- Check fuel level in storage tank
- Check battery water level and top as necessary
- Check battery terminals for corrosion and connections for tightness (lead acid)

With Engine Running:

- Check oil pressure
- Check fuel pressure
- Check oil level and add oil as required
- Check RPM (frequency)
- Check generated voltage
- Check for leaks or unusual noises

After Stopping Engine:

- Check/verify all switches are in proper positions for automatic start.
- Check fuel level in tank
- Record battery charger volts, check for proper operation
- Remove, clean and reinstall all battery connections (lead acid)
- Inspect generator for cleanliness

Reporting:

- Provide written service report for each visit
- Advise customer of any/all unusual situations or potential problems which will require further attention
- Advise when main fuel tank is below $\frac{3}{4}$ full

Annual Service

Includes all Inspection Services and the following:

- Drain crankcase oil and replace with new oil
- Remove and replace oil and fuel filters
- Inspect air filter(s)
- Check generator output
- Take oil sample for analysis

Green Annual Service

Includes all Inspection Services and the following:

- Oil is NOT Changed
- Remove and replace oil filters and fuel filters
- Inspect air filter(s)
- Check generator output
- Take oil sample for analysis
- Top off engine oil

Load Test

- Start engine and load with contractor supplied resistive load bank. As per NFPA 110 Code 8.4.2.3 (2013 Edition)

Three Year Service (PM-3)

- Replace all rubber coolant hoses
- Replace drive belts
- Replace block heater hoses
- Replace coolant regulators (Thermostat) - Thermostats are not included on the Cat C175 Engines

Standard antifreeze will be replaced every three years
Extended life coolants will be upgraded after the first three years and replaced after six years

Additional Services Upon Request

Thermal Image Inspections:

Thermo Images reveal temperature variations that signal electrical and mechanical problems before they become failures.

Fuel Conditioning:

Extend life of stored diesel fuel by adding CAT Diesel Fuel Conditioner and polishing with high efficiency kidney loop filtration system.

ATS Hot Inspection:

Inspect enclosure, anchorage, door seal, connections for thermal variance, loose or damaged wires, overheating or mechanical malfunction, and indicator lamps. Record serial number, set points, voltage drop across contacts, and amps per phase (access permitting). Transfer load up to 30 minutes (as permitted). Replace 9V battery (as applicable).

ATS Major:

Visual and electrical/mechanical inspection of automatic transfer switch. Includes checking the following: Indication light; Lug Connections: Condition of main & Aux arcing contacts; Freedom of movement; Loose wiring; and Inphase monitor. Inspect and clean controller and relays; brush and vacuum enclosure. take infrared image for diagnostic heat detection.

Megger Testing:

Vibration, general usage or moisture can break down generator insulation and cause electrical shorts. Megohmmeter testing identifies decreasing generator insulation before it becomes a major repair or replacement. CAT recommends annual testing.

Emergency Servicing: Provide 24-hour emergency repair coverage **800.963.6446**



CITY COUNCIL MEETING MINUTES

December 06, 2021 at 7:00 PM

City Hall Council Chambers & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, December 6, 2021. Mayor Fitzgerald called the meeting to order at 7:13 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

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

Staff present included:

Andy Stone, IT Director
 Bryan Cosgrove, City Manager
 Chris Delk, Parks Maintenance Specialist
 Chris Neamtzu, Community Develop. Director
 Cindy Luxhoj, Associate Planner
 Dan Pauly, Planning Manager
 Dustin Schull, Parks Supervisor
 Jeanna Troha, Assistant City Manager
 Keith Katko, Finance Director
 Kerry Rappold, Natural Resources Manager
 Kimberly Rybold, Senior Planner
 Kimberly Veliz, City Recorder
 Miranda Bateschell, Planning Director
 Ryan Adams, Assistant City Attorney
 Zach Weigel, Capital Projects Engineering Manager
 Zoe Mombert, Assistant to the City Manager

3. Motion to approve the order of the agenda.

Motion: Councilor West moved to approve the order of the agenda. Councilor Lehan seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

MAYOR'S BUSINESS

4. Upcoming Meetings

The Mayor provided a report on items that had occurred since the last City Council meeting.

She hoped that all had a good Thanksgiving holiday. The Mayor recalled the ongoing Covid-19 pandemic and the new variants seemed to make planning much more difficult.

Build Back Better Act

- Acting in capacity as a community leader, the Mayor joined other elected officials to call for Congressional support of the proposed Build Back Better infrastructure investment act.
- Joined Metro Councilor Christine Lewis, Milwaukie Mayor Mark Gamba and others to show support in a rally for the Build Back Better Act, which had passed the House of Representatives.

Board and Commissions Interviews

- Over the past several weeks, the Mayor conducted approximately 20 interviews of community members who have applied to serve on various City boards and commissions that have openings.
- The Mayor explained interviewing is time consuming however, she enjoys meeting neighbors to hear their thoughts and issues, and to discuss with them issues that the City is working on.
- The Mayor stated she would bring a roster of names of community members to the Council for confirmation to fill the vacancies at the next City Council meeting on December 20, 2021.

Clackamas County Coordinating Committee (C4)

- The Mayor shared she attended the C4 meeting last week's meeting. The meeting was primarily a hearing from ODOT and discussion on issues about the proposed I-205 Toll Project.
- A considerable amount of time was spent talking about highway traffic diversion onto local streets and mitigation for those impacts.
- One issue that arose was how tolling one segment of I-205 without looking at the entire system could be problematic in terms of generating significant toll revenue and producing considerable traffic diversion and hence congestion onto local area streets.

- The Mayor provided examples of the kinds of issues and questions at hand:
 - Tolling will generate a finite amount of revenue, and at this time, there is no estimation of what that amount of revenue could be.
 - Since ODOT has shown that highway traffic is already diverting onto other arterials, how much more traffic will divert when the highway is tolled?
 - What needs to be done to mitigate the impacts of diversion onto local streets and regional corridors?
 - What is the cost of those mitigation efforts? What is the priority for implementing mitigation efforts?
 - If diversion is already an issue and is anticipated to increase after the implementation of tolling, would it not make sense to start sooner on pursuing real mitigation efforts?
- The City will continue to work with metro-area cities, counties, ODOT and state legislators to pursue answers to these questions.

Clackamas County Coordinating Committee (C4) Metro Subcommittee

- Presentation provided by Metro staff on the 2023 Regional Transportation Plan (RTP) update.

French Prairie Forum

- The Oregon Aviation Department's Aurora State Airport Master Plan Process and the first Planning Advisory Committee meeting were subjects of discussion.
- Both the Mayors of the Cities of Aurora and Donald had quite a few issues of concern about the Aviation Department and the Airport planning process.

Upcoming Meetings

- The Mayor described that upcoming meetings include the Washington County Coordinating Committee and the Clackamas County Business Alliance Annual Meeting. In addition, the next City Council meeting is Monday, December 20, 2021.

COMMUNICATIONS

5. Pollinator Demonstration Garden

Zoe Mombert, Assistant to the City Manager and Chris Delk, Parks Maintenance Specialist along with the assistance of Dustin Schull, Parks Supervisor presented a PowerPoint of the Pollinator Demonstration Garden. The Community Enhancement Program funded the Pollinator Demonstration Garden. Staff discussed the opening of a new Pollinator Demonstration Garden near the Murase Plaza at Memorial Park. The Garden was designed with easy-to-replicate layouts using native plants that are readily available.

Council questions followed the presentation.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

There was no public input.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

6. Council President Akervall – Excused

7. Councilor Lehan

Since, the last meeting Councilor Lehan attended a Zoom meeting on the Aurora Airport master planning. Councilor Lehan shared she was able to watch the meeting however, was unable to participate in the meeting. Councilor Lehan explained the meeting hosts were having Zoom issues. She then mentioned there was not a representative from the Department of Agriculture nor Department of Environmental Quality (DEQ) in attendance.

Ms. Lehan shared that the City light displays are fabulous. Furthermore, staff is creative with new ideas each year. She also noted that there are many nice light displays in the neighborhoods as well.

8. Councilor West

Councilor West recalled the Build Back Better Act was promoted at the City Council meeting. He then provided context to the topic. He stated that according to the Congressional Budget Office President Biden's Build Back Better Act would fund \$80 billion to the IRS. In addition, it would include hiring 87,000 new IRS agents, which would increase tax audits across the country by 1.2 million. Additionally, it doubles the chances of Oregonians or other Americans of being audited. He said the Build Back Better Act does not target the wealthy one percent but rather those making as little as \$25,000 annually. Mr. West feels the Build Back Better Act is harmful and that all should be cautious before supporting it as local leaders. Councilor West urged City Council to be informed before supporting as a local leader something that would exacerbate inflation.

9. Councilor Linville

Ms. Linville provided information on the Clackamas County Coordinating Committee (C4) Metro Subcommittee Regional Transportation Plan (RTP) update. It was recalled that the Regional Transportation Plan is a state and federally mandated long-range transportation plan for the Portland metropolitan area for which, the Metro Council has been charged with oversight for leading and coordinating the updates. The last update was done in 2018 and there have been many changes since the adoption such as climate change and rising inequities in public health, safety, and housing affordability. Ms. Linville explained much of these changes were brought on by the pandemic, which had led to changes in commute trips and needs for public transportation.

Ms. Linville shared the Portland metropolitan planning area, which includes Wilsonville, has since 2010 and 2020 has had an increase in the percentage of persons of color and a decrease in the percentage of the white population. Therefore, there is a need to update the plan.

Councilor Linville hoped Wilsonville would have an opportunity to provide input into the plan. She further hoped the C4 Metro Subcommittee gets charged with providing input. Councilor Linville described this is going to be a three-year process and is not anticipated to be completed until 2024. Therefore, most of next year will be spent developing the plan and establishing priorities and values from the different communities, which includes racial and ethnic communities as well as municipalities.

Ms. Linville shared Dwight Brashear; SMART Transit Director would be a part planning conversations. Therefore, she felt his participation would be a critical factor in assisting the City in ensuring transportation needs are met. She recalled the Work Session discussion about climate and equitable communities rule making and transportation carries over into this planning as well.

CONSENT AGENDA

10. Minutes of the November 15, 2021 City Council Meeting.

The Assistant City Attorney read the title of the Consent Agenda item into the record.

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

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

NEW BUSINESS

11. Resolution No. 2939

A Resolution Of The City Of Wilsonville, Oregon Authorizing A Full Faith And Credit Borrowing Related To The Expansion Of The City’s Water Treatment Plant.

The Assistant City Attorney read the title of Resolution No. 2939 into the record.

Keith Katko, Finance Director provided the staff report.

Council asked staff clarifying questions.

Motion: Councilor West moved to approve Resolution No. 2939. Councilor Linville seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

CONTINUING BUSINESS

There was none.

PUBLIC HEARING

- 12. **Resolution No. 2938** (*Legislative Hearing*)
A Wilsonville City Council Resolution Approving The Urban Forest Management Plan.

The Assistant City Attorney read the title of Resolution No. 2938 into the record.

The Mayor provided the public hearing format and opened the public hearing at 8:01 p.m.

Kerry Rappold, Natural Resources Manager along with Chris Peiffer of Plan-It Geo provided the staff report and PowerPoint, which has been made a part of the record.

Following the presentation Council asked questions of staff.

The Mayor then invited public testimony.

Karen Carnahan, Wilsonville resident spoke in support of Resolution No. 2938.

The Mayor invited additional speakers, seeing none the Mayor closed the public hearing at 8:36 p.m.

Motion: Councilor Lehan moved to adopt Resolution No. 2938 on first reading. Councilor West seconded the motion.

Council discussion ensued.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

13. Ordinance No. 853 - 1st Reading (*Quasi-Judicial Hearing*)

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Residential Agricultural-Holding (RA-H) Zone (Renamed By Ordinance No. 851 To Future Development Agricultural-Holding (FDA-H) Effective November 18, 2021) To The Planned Development Residential-4 (PDR-4) Zone On Approximately 2.39 Acres Comprising Tax Lot 5500, Section 13AA, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Meridian United Church Of Christ, Applicant/Owner.

The Assistant City Attorney read the title of Ordinance No. 853 into the record on first reading.

The Mayor provided the public hearing format and opened the public hearing at 8:43 p.m.

No Councilor declared a conflict of interest, bias, or conclusion from information gained outside the hearing. No member of the audience challenged any of the Councilor's participation.

Cindy Luxhoj, Associate Planner provided the staff report and PowerPoint, which has been made a part of the record.

After providing the applicable criteria for the application as stated in the staff report Ms. Luxhoj noted a correction to the text of Ordinance No. 853. She corrected the date of the Development Review Board hearing was November 8, 2021 and not November 1, 2021 as stated in the text.

Council then asked clarifying questions.

Ben Altman and Rich Truitt spoke on behalf of the applicant Meridian United Church of Christ informally known as the Frog Pond Church.

The Mayor then invited public testimony.

Pat Wolfram, former Wilsonville resident and member of Frog Pond Church spoke in support of Ordinance No. 853.

Karen Carnahan, Wilsonville resident spoke in support of Ordinance No. 853.

The Mayor invited additional speakers, seeing none the Mayor closed the public hearing at 9:12 p.m.

Motion: Councilor Linville moved to adopt Ordinance No. 853 on first reading.

The Assistant City Attorney suggested the motion for adoption of Ordinance No. 853 be amended to add language correcting the Development Review Board meeting date from November 1, 2021 to November 8, 2021.

Amended Motion: Councilor Linville moved to adopt Ordinance No. 853 on first reading with the amendment to the motion correcting the Development Review Board date from November 1, 2021 to November 8, 2021. Councilor West seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

CITY MANAGER’S BUSINESS

The City Manager updated the City Council on American Rescue Plan Act funding projects. He recalled at the November 15, 2021 Work Session Council approved criteria and discussed ideas to use the funding.

Mr. Cosgrove shared staff was working on details of a behavioral health contract and that he had reviewed the scope of work. Furthermore, Clackamas County Health would present the scope of work at a future Work Session. Mr. Cosgrove explained the behavioral contract would require a supplemental budget adjustment. City Manager Cosgrove detailed he was working with the Finance Director on cost figures.

Staff explained they would bring Council recommendations on updated cost estimates on the System Development Charge (SDC) buy down for the Transit-Oriented Development (TOD) at the SMART central location.

It was described that the Parks and Recreation department recommendation was adjusted as staff had an idea to perform ADA upgrades at City parks. Mr. Cosgrove explained those upgrades would fit into quite a few buckets for the American Rescue Plan Act funding. Staff anticipates this recommendation would be brought to City Council in March or April. Moreover, if City Council gives approval for staff to move forward work could start early next summer.

LEGAL BUSINESS

No report.

ADJOURN

Mayor Fitzgerald adjourned the meeting at 9:16 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor

DRAFT



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: December 20, 2021		Subject: Resolution No. 2941 Formation of the Arts, Culture, and Heritage Commission (ACHC)	
		Staff Member: Mark Ottenad, Public/Government Affairs Director, ACHC Project Manager	
		Department: Administration	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval (ACHS Task Force) <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable	
		Comments: Formation of an Arts, Culture, and Heritage Commission (ACHC) was called for by the Arts, Culture and Heritage Strategy (ACHS) adopted by City Council via Resolution No. 2857 (2020).	
Staff Recommendations: City Council adopts Resolution No. 2941 that creates the Arts, Culture, and Heritage Commission (ACHC).			
Recommended Language for Motion: I move to adopt Resolution No. 2941.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: City Council Goals 2021-22	<input checked="" type="checkbox"/> Adopted Master Plan(s): Arts, Culture and Heritage Strategy (ACHS) 2020	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Adoption of Resolution No. 2941 provides for the creation of the Arts, Culture, and Heritage Commission (ACHC), a City Council Goal.

EXECUTIVE SUMMARY

The City Council discussed in work session on November 15, 2021, draft recommendations for the formation of an Arts, Culture, and Heritage Commission. The Council agreed with the recommendations with minor adjustments to include a purpose and recommendation to Council on use of other funds.

In a nutshell, Resolution No. 2941 forms a 13-member Arts, Culture, and Heritage Commission (ACHC) composed of nine (9) voting members, at least five (5) of whom are residents and who are drawn from a wide and diverse range of backgrounds relating to arts, culture, and heritage. An additional four (4) ex-officio, non-voting members are included to advise the commission: A City Councilor, the City Manager or designee (Administration Dept.), the Library Director or designee (Wilsonville Public Library), and the Parks and Recreation Director or designee (Parks and Recreation Department).

The ACHC would advise the City Council on matters relating to arts, culture and heritage, implementation of the ACHS recommendations, and oversee the Community Tourism Matching Grant Program, to be renamed the Community Cultural Events and Programs Matching Grant Program currently under the purview of the Tourism Promotion Committee, a closely related City board. The Commission would be guided by an annually developed business plan that includes a longer-range 5-year action plan and next fiscal-year Arts, Culture and Heritage Strategy (ACHS) implementation plan.

The ACHC is proposed to hold a minimum of four (4) meetings per fiscal year, and could meet more frequently; electing chair and vice chair leadership at the first meeting of the fiscal year. As is standard, a meeting of the Commission may be held without a quorum; however, a quorum of at least five (5) of nine (9) voting members is required in order for the Committee to vote on any matter.

The Commission elects a chair and vice chair from its membership, and may appoint members to committees that focus on specific issues. The Heritage Tree Committee created by Resolution No. 1928 of April 5, 2005, is made a subcommittee of the Commission.

Resolution No. 2941 provides for standard City board/commission appointments/confirmation, where Mayor appoints and Council confirms. Terms of three (3) years per commissioner, with the initial set of commission positions having staggered term lengths: three (3) members with a 1-year term, three (3) members with 2-year terms, and three (3) members with 3-year terms. Term limits of three (3) consecutive terms that would equate to nine (9) years of public service, with a one (1)-year waiting period prior to being appointed again to the Commission after a three (3)-term-limit.

The Commission would be budgeted in the Parks and Recreation Department, which also oversees or closely works with related volunteer bodies Parks and Recreation Advisory Board, Kitakata Sister City Advisory Board and the Tourism Promotion Committee. Initial staffing support would be provided the Parks and Recreation Department, Administration Department and Library. The ACHS identified these City departments as those most engaged in supporting and working with community arts, culture and heritage organizations, activities, events and programs.

BACKGROUND INFORMATION ON THE ACHC RECOMMENDATIONS

The City Council approved Resolution No. 2857, on November 15, 2020, which adopted the Arts, Culture and Heritage Strategy (ACHS) and set in motion advancing the next ACHS Recommendation No. 2: “City forms an Arts, Culture, and Heritage Commission and provides supporting staffing resource.”

At the start of the new fiscal year FY21-22, staff drafted an “Implementation Plan for the City of Wilsonville Arts, Culture and Heritage Strategy (ACHS): Formation of the Arts and Culture Commission,” July 21, 2021, and retained community cultural development consultant Bill Flood, who advised the City on the ACHS. In August 2021, the Project Manager and Bill Flood met in-person outdoors with approximately one dozen leading-area arts, culture and heritage organizations representatives to present on the ACHS, discuss issues under consideration in the Implementation Plan, and hear their feedback and valuable suggestions.

Bill Flood conducted research during August through October into 15 key communities selected during the 2020 ACHS process based on regional proximity and known arts and cultural programs and/or facilities. Each community had a unique municipal public and/or nonprofit method of organizing to produce and operate public arts, culture and heritage programming and/or facility utilization.

The Project Manager and Bill Flood worked to synthesize the findings of the 2021 municipal research in light of the 2020 ACHS recommendations that led to the October 20, 2021, “Summary of 2021 Municipalities Research and Draft Recommendations.” Additional public feedback was collected during the Oct. 26 – Nov. 8 timeframe to further inform a final ACHC recommendation.

BACKGROUND INFORMATION ON THE ACHS

The Arts, Culture and Heritage Strategy of November 2020 is the product of a highly engaged public process occurring in two phases in 2018 and 2020. During the second phase in 2020 the City assembled the largest advisory task force in its history to provide feedback and guidance on this strategic planning initiative. The 42-member Arts, Culture and Heritage Task Force met on three occasions during the summer of 2020 to review materials and provide feedback and recommendations. The ACHS is online at: www.ci.wilsonville.or.us/achs.

The City undertook extensive community engagement that included multiple public surveys (including one which provides valuable insights on how 15 other municipalities in the Portland region are supporting local culture), meetings of the task force and special populations (youth and Latinx), in-depth interviews with local-area stakeholders and leaders of other cities’ cultural institutions, and public comment opportunities on draft planning documents.

In summary, the ACHS findings demonstrate that the greater Wilsonville community embraces arts and culture and wishes that local arts, culture, heritage resources and opportunities had greater prominence in the public sphere – including more direct support from the City. The following clear themes emerged toward a community cultural vision:

- Actively embracing all cultures in Wilsonville
- Need for greater cultural opportunities
- Arts/cultural center that is flexible, multi-purpose, inclusive
- Schools and City collaborating around local culture
- A comprehensive strategy that builds on strengths and addresses challenges/barriers to cultural participation.

The ACHS found that the community's schools of the West Linn-Wilsonville School District are recognized as a key source of cultural programming that is highly regarded. Many local-area cultural nonprofit leaders and volunteers are not city residents of Wilsonville, yet view Wilsonville as their "home" and contribute to the benefit of the community's cultural fabric. The community's cultural nonprofit organizations, however, have been experiencing volunteer recruitment and financial problems for the past few years, and the COVID-19 pandemic has aggravated these issues.

The ACHS found that activities, events and programs of the Parks and Recreation Department and the Wilsonville Public Library are also held in high esteem by the community. The City Manager's Administration Department provides a key tie to Mayor and City Council that further improves advancing inter-departmental, multi-disciplinary ACHS recommendations.

The ACHS recommendations focus on increasing the level of active support that the City provides to arts, culture and heritage facilities, programs and events, including creating an Arts and Culture Commission and a full-time staff position to manage both the existing tourism promotion and proposed new cultural affairs programs. City Council adoption of the ACHS provided a road-map for increased public-sector engagement to facilitate a more vibrant public arts and culture scene for the community, including looking at funding resource options, developing a public-arts program and advancing an arts and cultural center or facility.

As noted in the ACHS "Leadership (from the City) does not mean doing everything, but it does mean stepping forward to strengthen and mobilize assets, address challenges/barriers, leverage resources, and actively work toward achieving the cultural vision."

EXPECTED RESULTS:

The City Council adopts Resolution No. 2941 that provides for the creation of the Arts, Culture, and Heritage Commission (ACHC), a City Council Goal.

TIMELINE:

After adoption of Resolution No. 2941, City staff will advertise during January 2022 the open positions of the Commission, assist the Mayor to conduct interviews of applicants in February 2022 and seek to arrange for appointment in March 2022. The first meeting of the Commission could occur in April or May 2022.

CURRENT YEAR BUDGET IMPACTS:

No anticipated budget impacts to the current fiscal year; consultant work had been budgeted. New commission work, however, may require additional resources to be budgeted in the FY 22-23 budget.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 12/08/2021

LEGAL REVIEW:

Reviewed by: JRA Date: 12/08/2021

COMMUNITY INVOLVEMENT PROCESS:

The City conducted an online public comment survey during October 26 – November 8 on the Draft ACHC Recommendations. The City notified 42 members of the ACHS Task Force and 154 interested community members and the media of an online public opinion.

The Project Manager and Bill Flood met on August 31, 2021, in-person outdoors with approximately one dozen leading-area arts, culture and heritage organizations representatives to present on the ACHS, discuss issues under consideration in the Implementation Plan, and hear their feedback and valuable suggestions.

In developing the ACHS, the City undertook extensive community engagement during 2018 and 2020 that included multiple public surveys, a community meeting, meetings of the 42-member ACHS task force and special populations and public comment opportunities on draft planning documents.

CITY MANAGER COMMENT:

Formation of an Arts, Culture, and Heritage Commission (ACHC) advances a 2021-23 City Council Goal and a key recommendation of the Arts, Culture, and Heritage Strategy (ACHS), adopted by Resolution No. 2857 (2020).

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Adoption of the ACHS provides a municipal road map increased City support for local arts, culture and heritage programs and opportunities that the community would like to see.

ALTERNATIVES:

N/A

ATTACHMENTS:

Attachment 1

Resolution No. 2941 - A Resolution of the City of Wilsonville City Council Creating the Arts, Culture, and Heritage Commission

Exhibit 1

City of Wilsonville Arts, Culture, and Heritage Commission Bylaws

ONLINE REFERENCE:

City of Wilsonville *Arts, Culture and Heritage Strategy (ACHS), November 2021:*
www.ci.wilsonville.or.us/achs

Background information on the proposed Arts, Culture, and Heritage Commission:
www.ci.wilsonville.or.us/achc

RESOLUTION NO. 2941**A RESOLUTION OF THE CITY OF WILSONVILLE CITY COUNCIL
CREATING THE ARTS, CULTURE, AND HERITAGE COMMISSION.**

WHEREAS, the City Council adopted the Arts, Culture, and Heritage Strategy (“ACHS”), November 2020, on Nov. 16, 2020, with adoption of Resolution No. 2857; and

WHEREAS, the ACHS was a product of considerable community engagement conducted over a two-year period with multiple public surveys and meetings that engaged a 42-member task force appointed by the City Manager composed of local-area residents and West Linn-Wilsonville School District education officials with a personal and/or professional interest and experience with arts, culture and heritage programs, events and facilities; and

WHEREAS, the ACHS provided a set of recommendations to improve arts, culture, and heritage activities, events, facilities and programs for the greater Wilsonville community, including a recommendation for the City to establish an Arts, Culture, and Heritage Commission (“Commission” or “ACHC”) to advance the ACHS and advise the City Council and other City boards, committees and commissions; and

WHEREAS, the City retained community cultural development consultant Bill Flood, who advised on the development of the ACHS, to conduct further research during the August through October 2021 timeframe on how 15 municipalities in the greater Portland region organize and produce their public art, culture and heritage activities, events, facilities and programs; and

WHEREAS, the data from research of area municipalities; the findings and recommendations of the ACHS; and feedback from an August 30, 2021, meeting with a dozen leaders of area cultural nonprofits assisted in forming the basis for initial ACHC recommendations; and

WHEREAS, additional public comments via an online survey conducted Oct. 26 through Nov. 8, 2021, and City Council preferences expressed during a Nov. 15, 2021, work session informed the final ACHC recommendations as memorialized in the Commission Bylaws attached herein as Exhibit 1; and

WHEREAS, the ACHS recommended that the oversight and administration of the Community Tourism Matching Grant Program that was transferred from the Parks and Recreation Advisory Board to the Tourism Promotion Committee on June 15, 2015, with Resolution No. 2541 should be transferred to the Commission; and

WHEREAS, the ACHS recommended that the Community Tourism Matching Grant Program be renamed as the Community Cultural Events and Programs Matching Grant Program and that the Commission advise the Council on potential improvements to the Program;

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

1. The Arts, Culture, and Heritage Commission is hereby created as a deliberative and recommending body of the Parks and Recreation Department with support from the Wilsonville Public Library and Administration Department subject to the provisions of the attached Bylaws as Exhibit 1; and
2. The oversight and administration of the Community Tourism Matching Grant Program that was transferred from the Parks and Recreation Advisory Board to the Tourism Promotion Committee on June 15, 2015, with Resolution No. 2541 is hereby transferred to the Commission with Council adoption of Resolution No. 2941 on Dec. 20, 2021, effective with the Fiscal Year 2022-23 budget on July 1, 2022; and
3. The Community Tourism Matching Grant Program is hereby renamed as the Community Cultural Events and Programs Matching Grant Program effective July 1, 2022, that is intended to aid organizations that produce projects, programs or events that promote local business and tourism, and for festivals and special events for the benefit of the Wilsonville community;
4. The Heritage Tree Committee created by Resolution No. 1928 of April 5, 2005, is made a subcommittee of the Commission to be populated by members of the Commission. Current staffing support from the Planning Division of the Community Development Department may continue or be modified at the City Manager's discretion.

5. The original purpose of the Heritage Tree Committee continues to oversee a “heritage tree program [that] will recognize, foster appreciation of, and inspire awareness of the contribution trees make to the community” and advocate that “heritage tree recognition will promote awareness of our history as a community, and provides important links to the past.” The Commission, however, may modify the name, purpose and other components of the Heritage Tree Committee as the Commission sees fit.
6. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof on the 20th day of December 2021, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

1. Arts, Culture, and Heritage Commission (ACHC) Bylaws, Dec. 20, 2021

City of Wilsonville Arts, Culture, and Heritage Commission Bylaws

Ratified by the City Council with adoption of Resolution No. 2941 on December 20, 2021

The City of Wilsonville Arts, Culture, and Heritage Commission is hereby created by the City Council as a deliberative and recommending body of the Parks and Recreation Department with support from the Wilsonville Public Library and Administration Department subject to the following section provisions:

Section 1. Name

Arts, Culture, and Heritage Commission (“ACHC” or “Commission”).

Section 2. Purpose

The Commission is a volunteer municipal board that advises the City Council and other City boards, commissions and committees on promoting the advancement of arts, culture, and heritage activities, events, facilities and programs that benefit the community.

Section 3. Duties

The Commission has three primary functions:

1. The Commission oversees implementation of the Arts, Culture, and Heritage Strategy (ACHS) and is charged specifically to develop annually for City Council approval fiscal-year plans for a long-term Five-Year Action Plan and annual One-Year Implementation Plan for prioritizing and fulfilling recommendations of the ACHS.
2. The Commission makes recommendations to the City Council and other City boards, commissions and committees as is appropriate to:
 - a. provide public-sector leadership and coordination to support arts, culture and heritage activities, events, facilities and programs;
 - b. improve inter-governmental collaboration and coordination to advance arts, culture and heritage;
 - c. work with partners to advance an arts and cultural center/facility;
 - d. develop a long-term, sustainable public-arts program;

- e. suggest ways to make cultural diversity, ethnic inclusivity and accessibility for all community members a priority for cultural programs;
 - f. provide strategic assistance with Wilsonville cultural non-profits in order to build organizational capacity; and
 - g. identify and recommend the use of sustainable funding mechanisms to support arts, culture and heritage.
3. The Commission makes recommendations to the City Council concerning the goals and objectives, and the selection and disbursement of funds of the former Community Tourism Matching Grant Program to a renamed Community Cultural Events and Programs Matching Grant Program that is intended to aid organizations that produce projects, programs or events that promote local business and tourism, and for festivals and special events for the benefit of the Wilsonville community.

Section 4. Membership Qualifications

Commissioners shall be community members with knowledge and experience in arts, culture or heritage activities, events, facilities and/or programs, and includes artists, business professionals, youth, community members of diverse ethnic backgrounds and those with proficiency relevant to the purpose of the Commission. Members are not appointed to represent specific constituencies, but to act on behalf of the entire community.

Section 5. Number of Members

The Commission shall consist of thirteen (13) members, composed of nine (9) voting members appointed by Mayor with Council confirmation and four (4) non-voting ex-officio members who provide advice to the Commission.

The four (4) ex-officio positions are a City Councilor who also acts as Council liaison for the Commission; the City's Parks and Recreation Director or his/her designee; the City Manager or his/her designee; and the Library Director or his/her designee.

Section 6. Residency

The City Council appreciates that many local-area community members view Wilsonville as their "hometown" for schooling, socializing, shopping, worshiping, recreating or conducting

business, and that they often serve as volunteers of leading cultural nonprofits focused on Wilsonville. While City of Wilsonville residency is not required to serve on the Commission, the Commission is to be composed of a minimum of five (5) residents of the City of Wilsonville.

Section 7. Appointment

Appointment and confirmation to the Commission follows the standard City procedure in which the Mayor appoints and the City Council confirms Commission members, who serve at the pleasure of the Council. A member may be removed in a similar manner as appointment.

Section 8. Vacancy

A vacancy on the Commission shall be deemed to exist in the case of death or disability, upon receipt of a letter of resignation or defacto resignation or upon removal of any commission as provided herein. Vacancies on the Commission shall be filled by appointment in the same manner in which members of the Commission are regularly appointed. Any person selected to fill a vacancy on the Commission shall serve the balance of the term of the commissioner being replaced.

Section 9. Terms of Appointment

Members shall serve three (3)-year terms, with three (3) consecutive terms being the maximum number of terms that a commissioner may serve. A commissioner who has termed out cannot be appointed again until after a one (1)-year period has passed.

Staggered three (3)-year terms based on the fiscal year are scheduled so that three (3) members are appointed or reappointed each year. A vacancy in a position may be appointed to fulfill the remainder of the term. Terms of appointment for less than three years shall not count towards the maximum time of service.

At the outset of the Commission's initial appointment, term-lengths of voting positions are staggered as follows so as to not have the entire Commission membership turn-over at once. Subsequent position terms are three (3) years in duration. Initially, three (3) positions are approximately one (1) year in duration; three (3) positions are a two (2)-year duration; and three (3) positions are full three (3)-year terms of appointment; assuming appointment by or before June 30, 2022:

Position #1: 1-year term until June 30, 2023; next term: July 1, 2023, to June 30, 2026

Position #2: 1-year term until June 30, 2023; next term: July 1, 2023, to June 30, 2026

Position #3: 1-year term until June 30, 2023; next term: July 1, 2023, to June 30, 2026

Position #4: 2-year term until June 30, 2024; next term: July 1, 2024, to June 30, 2027

Position #5: 2-year term until June 30, 2024; next term: July 1, 2024, to June 30, 2027

Position #6: 2-year term until June 30, 2024; next term: July 1, 2024, to June 30, 2027

Position #7: 3-year term until June 30, 2025; next term: July 1, 2025, to June 30, 2028

Position #8: 3-year term until June 30, 2025; next term: July 1, 2025, to June 30, 2028

Position #9: 3-year term until June 30, 2025; next term: July 1, 2025, to June 30, 2028

Section 10. Organization

At the first meeting of each fiscal year, the Commissioners elect a chair and vice-chair from the voting members.

The Chair (or Vice Chair in the absence of the Chair) presides over all meetings. The Chair works with City staff or consultant for meeting agenda development.

The Commission may create subcommittees composed of at least three (3) voting members to focus and advise the Commission on specific issues.

The Heritage Tree Committee created by Resolution No. 1928 (April 5, 2005) is a subcommittee of the Commission, as modified by Resolution No. 2914 (Dec. 20, 2021). The Heritage Tree Committee oversees the heritage tree program that facilitates the City's ability to "recognize, foster appreciation of, and inspire awareness of the contribution trees make to the community" and provide "heritage tree recognition [that] will promote awareness of our history as a community, and provides important links to the past." Resolution No. 1928.

An appointed City staff person or contractor will serve as secretary to keep notes of each public meeting, prepare the Five-Year Action Plan and annual One-Year Implementation Plan, operate the grant program, and assist with the Commission's administrative tasks.

Section 11. Meetings

The Commission will meet on an agreed-upon schedule at least four (4) times per fiscal year. The Chair may also call a special meeting with one week's advance notice. All meeting notices may be given by email or regular mail and will be published on the City's website. All Commission meetings are open to the public.

A meeting may be held without a quorum; however, a quorum of at least five (5) voting members is required in order for the Commission to vote on any matter. Commission members may participate in a meeting telephonically or electronically online. Parliamentary procedure is to be guided by Robert's Rules of Order Newly Revised.

City staff or consultant who support the Commission shall arrange for Commission review and approval of meeting minutes, the Five-Year Action Plan and annual One-Year Implementation Plan, grant program selection and award recommendations, and other documents as needed.

Section 12. Voting

All voting members are entitled to vote at any Commission meeting, regular or special. Proxies are not allowed. A majority vote of the members voting on the question will be required to carry any matters submitted. 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 13. Conflict of Interests Provision

Commission members agree to abide by Oregon ethic laws regarding conflicts of interest. A Commissioner must declare a conflict and withdraw from participating in the decision pertaining to the prospective award of municipal funds for a grant application or other City program that could benefit financially the commissioner, family relative or organization that commissioner is employed or contracted by to perform services or serves as a member of the board of directors.



Arts, Culture, and Heritage Commission (ACHC)

Wilsonville City Council Meeting Resolution No. 2941

Dec. 20, 2021

- **Bill Flood**, Community Cultural Development Consultant
- **Mark Ottenad**, Public/Government Affairs Director, ACHC Project Manager



Arts, Culture, and Heritage Strategy (ACHS)

November 2020



Arts, Culture and Heritage Strategy (ACHS)

Item 20.

- **City Council Goal**
- **2018 – 2020: 2-year-long community engagement effort**
- **ACHS adopted by City Council in Nov. 2020 via Resolution No. 2857**

Arts, Culture, and Heritage Strategy (ACHS)

Item 20.

Extensive Public-Engagement Process

- **Arts, Culture and Heritage Strategy (ACHS) Task Force**
 - 42 members total – largest in city’s history
 - 33 members volunteered to serve on:
 - Steering Committee (10)
 - Youth Advisory Committee (7)
 - Arts Cultural Assets Committee (13)
 - Heritage/History Cultural Assets Committee (10)
 - Humanities/Literary Arts Cultural Assets Committee (6)

Arts, Culture, and Heritage Strategy (ACHS)

Item 20.

Extensive Public-Engagement Process

- **Public Meetings**
 - **ACHS Task Force**
 - June 24, July 21, and August 25, 2020, via Zoom
 - **Youth Engagement Meeting**
 - July 20, 2020, via Zoom
 - **Latinx Family Engagement Meeting**
 - August 3, 2020, via Zoom
 - **Community meeting with the Clackamas County Arts Alliance**
 - October 29, 2018, at the Wilsonville Public Library

Arts, Culture, and Heritage Strategy (ACHS)

Item 20.

Extensive Public-Engagement Process

- **Online Public Surveys and Comments**
 - **ACHS Public Comment Period**
Oct. 8 – 20, 2020
 - **Findings/Recommendations Public Comment**
Aug. 20 – 31, 2020
 - **Community Cultural Vision Survey**
June – July 2020
 - **Community Cultural Assets Survey**
June – July 2020
 - **Survey of Municipal Cultural Facilities/Programs**
July – August 2020

Arts, Culture, and Heritage Strategy (ACHS)

Item 20.

Extensive Public-Engagement Process

- **Stakeholder Interviews**
 - 51 total
 - 31 interviews in 2018
 - 18 interviews in 2020
- **Interviews of Operators of Municipal Cultural Facilities and Programs**
 - 20 interviews for 15 communities in 2020 and 2021

Arts, Culture, and Heritage Strategy (ACHS)

Item 20.

Findings and Recommendations

- Community Context
- Cultural Nonprofits
- Public Sector
- Public Art and Cultural Center
- Funding and Resources

Arts, Culture, and Heritage Strategy (ACHS)

Item 20.

Findings and Recommendations: Community Context

- **Wilsonville lacks a clear community core/center and a collective cultural identity.**
- **Demographic changes underway shape the future community.**

Arts, Culture, and Heritage Strategy (ACHS)

Item 20.

Findings and Recommendations: Community Context

- City adopts this cultural strategy and provides public-sector leadership and coordination to support community arts, culture and heritage facilities, programs and events.
- Make cultural diversity and ethnic inclusivity a priority.

Arts, Culture, and Heritage Strategy (ACHS)

Item 20.

Findings and Recommendations: Cultural Nonprofits

- **Wilsonville cultural nonprofit organizations are stressed.**
- **The COVID-19 pandemic has worsened the condition of Oregon's and Wilsonville's cultural nonprofits.**

Arts, Culture, and Heritage Strategy (ACHS)

Item 20.

Findings and Recommendations: Cultural Nonprofits

- Provide strategic assistance to Wilsonville cultural nonprofits in order to build organizational capacity.

Arts, Culture, and Heritage Strategy (ACHS)

Item 20.

Findings and Recommendations: Public Sector

- The City lacks a comprehensive plan for supporting arts, culture and heritage facilities, programs and events.
- The primary units of local government coordinate on many issues and projects; community members seek greater support for cultural activities and programs.

Arts, Culture, and Heritage Strategy (ACHS)

Item 20.

Findings and Recommendations: Public Sector

- The community seeks public-sector leadership to support arts, culture and heritage programs, events and facilities.
- City forms an Arts, Culture and Heritage Commission and provides supporting staffing resource.

Arts, Culture, and Heritage Strategy (ACHS)

Item 20.

Findings and Recommendations: Public Sector

- Improve inter-governmental collaboration and coordination to advance arts, culture and heritage.

Arts, Culture, and Heritage Strategy (ACHS)

Item 20.

Findings and Recommendations: Public Art and Cultural Center

- Public art is recognized as a significant cultural asset in Wilsonville.
- Substantial community demand exists for an arts and cultural center/facility.

Arts, Culture, and Heritage Strategy (ACHS)

Item 20.

Findings and Recommendations: Public Art and Cultural Center

- Develop a long-term, sustainable public art program.
- The City works with partners to advance an arts and cultural center/facility.

Arts, Culture, and Heritage Strategy (ACHS)

Item 20.

Findings and Recommendations: Funding and Resources

- Funding and resource development are crucial to improve nonprofit organizational capacity and advance arts/culture programs.
- Improve and create sustainable funding mechanisms to support cultural activities, events and programs.

Arts, Culture, and Heritage Commission (ACHC)

Formation of the ACHC is a
primary ACHS recommendation

Arts, Culture, and Heritage Commission (ACHC)

Item 20.

Duties of the Commission:

- Oversees implementation of the Arts, Culture, and Heritage Strategy (ACHS)
 - Annual fiscal-year plans for a long-term 5-Year Action Plan and annual 1-Year Implementation Plan

Arts, Culture, and Heritage Commission

(ACHC)

Item 20.

Duties of the Commission:

- **Makes recommendations to the City Council and other City boards and staff**
 - **Public-sector leadership and coordination to support activities, events, facilities and programs**
 - **Improve inter-governmental collaboration and coordination**
 - **Work with partners to advance an arts and cultural center/facility**
 - **Develop a long-term, sustainable public-arts program**

Arts, Culture, and Heritage Commission (ACHC)

Item 20.

Duties of the Commission:

- **Makes recommendations to the City Council and other City boards and staff**
 - **Make cultural diversity, ethnic inclusivity and accessibility for all community members a priority**
 - **Provide strategic assistance with Wilsonville cultural non-profits in order to build organizational capacity**

Arts, Culture, and Heritage Commission

(ACHC)

Item 20.

Duties of the Commission:

- Commission makes recommendations to the City Council concerning the goals and disbursement of funds of the former Community Tourism Matching Grant Program to a renamed Community Cultural Events and Programs Matching Grant Program

Arts, Culture, and Heritage Commission

(ACHC)

Item 20.

Composition of the Commission:

- **13 members**
 - **9 voting members – at least 5 Wilsonville residents**
 - **4 ex-officio/non-voting advisory members:**
 - **City Councilor - Council liaison**
 - **Parks and Recreation Director / designee**
 - **City Manager / designee**
 - **Library Director / designee**

Arts, Culture, and Heritage Commission (ACHC)

Item 20.

Terms of Appointment:

- **3-year terms**
- **Initially staggered terms:**
 - **3 members with 1-year terms**
 - **3 members with 2-year terms**
 - **3 members with 3-year terms**
- **3-term term-limit**

Arts, Culture, and Heritage Commission (ACHC)

Item 20.

2022 Commission Formation Schedule

- **January – Recruitment / advertising of Commission openings**
- **Feb-March – Interviews of applicants**
- **March-April – Appointment of ACHC**
- **April-May – First meeting of ACHC**
 - **Initial order of business to prioritize ACHS Recommendations for Council review**



Arts, Culture, and Heritage Commission (ACHC)

Wilsonville City Council Meeting Resolution No. 2941

Dec. 20, 2021

- **Bill Flood**, Community Cultural Development Consultant
- **Mark Ottenad**, Public/Government Affairs Director, ACHC Project Manager



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: December 20, 2021</p>	<p>Subject: Ordinance No. 853 – 2nd Reading Zone Map Amendment for Meridian United Church of Christ (Frog Pond Church) Property at 6750 SW Boeckman Road</p> <p>Staff Member: Cindy Luxhoj AICP, Associate Planner</p> <p>Department: Community Development</p>
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>
<p><input checked="" type="checkbox"/> Motion</p> <p><input checked="" type="checkbox"/> Public Hearing Date: December 6, 2021</p> <p><input checked="" type="checkbox"/> Ordinance 1st Reading Date: December 6, 2021</p> <p><input checked="" type="checkbox"/> Ordinance 2nd Reading Date: December 20, 2021</p> <p><input 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 type="checkbox"/> Consent Agenda</p>	<p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input type="checkbox"/> Not Applicable</p> <p>Comments: During a public hearing on November 8, 2021, Development Review Board (DRB) Panel ‘A’ reviewed and recommended adoption of the Zone Map Amendment to City Council.</p>
<p>Staff Recommendation: Staff recommends City Council adopt Ordinance No. 853 on second reading.</p>	
<p>Recommended Language for Motion: I move to adopt Ordinance No. 853 on second reading.</p>	
<p>Project / Issue Relates To:</p>	
<p><input type="checkbox"/> Council Goals/Priorities:</p>	<p><input type="checkbox"/> Adopted Master Plan(s):</p>
<p><input checked="" type="checkbox"/> Not Applicable</p>	

ISSUE BEFORE COUNCIL:

Approve, modify, or deny Ordinance No. 853 to rezone approximately 2.39 acres, comprising the Meridian United Church of Christ property at 6750 SW Boeckman Road, from the Residential Agricultural-Holding (RA-H) Zone (renamed by Ordinance No. 851 to Future Development Agricultural-Holding (FDA-H) effective November 18, 2021) to the Planned Development Residential-4 (PDR-4) Zone.

EXECUTIVE SUMMARY:

The subject property is owned by the Meridian United Church of Christ, originally founded in 1878. The church is anchored by the historic chapel, commonly known as the Frog Pond Church, which is the northernmost building on the site. Over the years there have been additions to the historic structure including: Samaritan House (Class Rooms, Library and Narthex); Koinonia Addition (kitchen, restrooms and two meeting rooms), and the new Sanctuary.

Partition of the property is proposed by Meridian United Church of Christ in order to sell the unused southern part of the site for residential development and to potentially sell the larger sanctuary in the future. The Church's intent is to retain the historic chapel, Samaritan House, and Koinonia Addition and associated site improvements in Church ownership. Rezoning from RA-H to PDR-4 will enable partition of the subject property into three parcels in two phases and is required to allow the partition to occur as proposed by the applicant.

The compliance findings for the proposed Zone Map Amendment are included in Exhibit B. As stated in the findings, the proposal is consistent with the Comprehensive Plan and meets all applicable criteria of the Development Code. During a public hearing on November 8, 2021, Development Review Board (DRB) Panel 'A' reviewed and recommended adoption of the Zone Map Amendment to City Council (see Exhibit C). The City Council held a public hearing on December 6, 2021 and adopted Ordinance No. 853 on first reading.

EXPECTED RESULTS:

Adoption of Ordinance No. 853 will rezone approximately 2.39 acres, comprising the Meridian United Church of Christ property at 6750 SW Boeckman Road, from the Residential Agricultural-Holding (RA-H) Zone (renamed by Ordinance No. 851 to Future Development Agricultural-Holding (FDA-H) effective November 18, 2021) to the Planned Development Residential-4 (PDR-4) Zone.

TIMELINE:

The Zone Map Amendment will be in effect 30-days after ordinance adoption on second reading. The 120-day deadline for making a final decision on this land use application is January 7, 2022, which drives the scheduled hearing dates before City Council.

CURRENT YEAR BUDGET IMPACTS:

The applicant paid established application fees for this proposal.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 11/22/2021

LEGAL REVIEW:

Reviewed by: JRA Date: 11/19/2021

COMMUNITY INVOLVEMENT PROCESS:

Staff sent the required public hearing notices and held the required public hearings. Staff made materials regarding the application readily available to the public.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Zone Map Amendment enables partition of the subject property, continued operation of the Meridian United Church of Christ, and potential future residential development of the subject site, consistent with the Comprehensive Plan. Rezoning provides more opportunity in the city for residential use and benefits the local economy. However, rezoning to PDR-4 also allows higher intensity development on the subject property that could result in impacts on residents in the surrounding neighborhoods and to owners of properties adjacent to the site.

ALTERNATIVES:

The alternatives are to approve or deny the zone map amendment request.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

Attachment 1 – Ordinance No. 853:

Exhibit A – Zoning Order DB21-0029 Including Legal Description and Sketch Depicting
Zone Map Amendment

Exhibit B – Zone Map Amendment Compliance Findings

Exhibit C – Development Review Board Panel ‘A’ Resolution No. 396 Recommending
Approval of Zone Map Amendment

ORDINANCE NO. 853

AN ORDINANCE OF THE CITY OF WILSONVILLE APPROVING A ZONE MAP AMENDMENT FROM THE RESIDENTIAL AGRICULTURAL-HOLDING (RA-H) ZONE (RENAMED BY ORDINANCE NO. 851 TO FUTURE DEVELOPMENT AGRICULTURAL-HOLDING (FDA-H) EFFECTIVE NOVEMBER 18, 2021) TO THE PLANNED DEVELOPMENT RESIDENTIAL-4 (PDR-4) ZONE ON APPROXIMATELY 2.39 ACRES COMPRISING TAX LOT 5500, SECTION 13AA, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. MERIDIAN UNITED CHURCH OF CHRIST, APPLICANT/OWNER.

WHEREAS, Meridian United Church of Christ (“Applicant”) has made a development application requesting, among other things, a Zone Map Amendment of the real property (“Property”) within the City of Wilsonville; and

WHEREAS, the development application form has been signed by Marsia Gunter, Moderator, on behalf of Meridian United Church of Christ, owner of the Property legally described and shown in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the City of Wilsonville desires to have the Property zoned consistent with the Wilsonville Comprehensive Plan Map designation of “Residential 6-7 dwelling units per acre”; and

WHEREAS, the City of Wilsonville Planning Staff analyzed the Zone Map Amendment request and prepared a staff report for the Development Review Board Panel ‘A’ on November 1, 2021, finding that the application met the requirements for a Zone Map Amendment and recommending approval of the Zone Map Amendment; and

WHEREAS, Development Review Board Panel 'A' held a public hearing on the application for a Zone Map Amendment, among other requests, on November 8, 2021, and after taking public testimony and giving full consideration to the matter, adopted Resolution No. 396, which recommends City Council approval of the Zone Map Amendment request (Case File DB21-0029) and adopts the staff report with findings and recommendation, all as placed on the record at the hearing; and

WHEREAS, on December 6, 2021, the Wilsonville City Council held a public hearing regarding the above described matter, wherein the City Council considered the full public record made before the Development Review Board Panel ‘A’, including the Development Review Board Panel ‘A’ and City Council staff reports; took public testimony; and, upon deliberation, concluded

that the proposed Zone Map Amendment meets the applicable approval criteria under the City of Wilsonville Development Code;

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

Section 1. The City Council adopts, as findings and conclusions, the foregoing Recitals and the Zone Map Amendment Findings in Exhibit B, as if fully set forth herein.

Section 2. The official City of Wilsonville Zone Map is hereby amended by Zoning Order DB21-0029, attached hereto as Exhibit A, from the Residential Agricultural-Holding (RA-H) Zone (renamed by Ordinance No. 851 to Future Development Agricultural-Holding (FDA-H) effective November 18, 2021) to the Planned Development Residential-4 (PDR-4) Zone.

SUBMITTED to the Wilsonville City Council and read for the first time at a meeting thereof on the 6th day of December 2021, and scheduled for the second reading at a regular meeting of the Council on the 20th day of December, 2021, 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 __ day of _____, 2021, by the following votes:
Yes: __ No: __

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this _____ day of ____, 2021.

Julie Fitzgerald Mayor

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Ordinance No. 853 Exhibit A – Zoning Order DB21-0029 including legal description and sketch depicting Zone Map Amendment
- B. Ordinance No. 853 Exhibit B – Compliance findings
- C. Ordinance No. 853 Exhibit C – DRB Resolution No. 396 recommending approval of Zone Map Amendment

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

In the Matter of the Application of)
Meridian United Church of Christ, for)
a Rezoning of Land and Amendment of the) **ZONING ORDER DB21-0029**
City of Wilsonville Zoning Map)
Incorporated in Section 4.102 of the)
Wilsonville Code.)

The above-entitled matter is before the Council to consider the application of DB21-0029, for a Zone Map Amendment and an Order, amending the official Zoning Map as incorporated in Section 4.102 of the Wilsonville Code.

The Council finds that the subject property (“Property”), legally described and shown on the attached legal description and sketch, has heretofore appeared on the City of Wilsonville zoning map as Residential Agricultural-Holding (RA-H) Zone (renamed by Ordinance No. 851 to Future Development Agricultural-Holding (FDA-H) effective November 18, 2021).

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

THEREFORE IT IS HEREBY ORDERED that the Property, consisting of approximately 2.39 acres, comprising Tax Lot 5500, of Section 13AA, as more particularly shown and described in the attached legal description and sketch, is hereby rezoned to Planned Development Residential-4 (PDR-4), subject to conditions detailed in this Order’s adopting Ordinance. The foregoing rezoning is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.102 WC) and shall appear as such from and after entry of this Order.

Dated: This 20th day of December, 2021.

Julie Fitzgerald, MAYOR

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney

ATTEST:

Kimberly Veliz, City Recorder

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

LEGAL DESCRIPTION

MERIDIAN UNITED CHURCH OF CHRIST PROPERTY
6750 SW BOECKMAN ROAD, WILSONVILLE, OREGON

A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON, THE BOUNDARY OF SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT IN THE SOUTH RIGHT-OF-WAY LINE OF SW BOECKMAN ROAD WHICH BEARS NORTH 00°03'53" EAST, 1.00 FEET FROM THE NORTHWEST CORNER OF LOT 86 IN "LANDOVER NO. 2";

THENCE SOUTH 00°03'53" WEST ALONG THE BOUNDARY OF "LANDOVER NO. 2", THE WEST LINE OF SAID LOT 86 AND THE NORTHERLY EXTENSION THEREOF, 28.83 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG THE BOUNDARY OF "LANDOVER NO. 2" THE FOLLOWING COURSES:

122.70 FEET ALONG THE ARC OF A NON-TANGENT 220.99 FOOT RADIUS CURVE CONCAVE EASTERLY, SAID CURVE HAVING A CENTRAL ANGLE OF 31°48'42" AND A CHORD BEARING SOUTH 17°29'17" WEST, 121.13 FEET;

THENCE SOUTH 01°28'51" WEST, 310.91 FEET;

THENCE SOUTH 89°45'31" WEST, 217.56 FEET TO THE BOUNDARY OF "WILSONVILLE MEADOWS NO. 7";

THENCE LEAVING THE BOUNDARY OF "LANDOVER NO. 2", NORTH 00°13'14" WEST ALONG THE BOUNDARY OF "WILSONVILLE MEADOWS NO. 7", 455.11 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SW BOECKMAN ROAD;

THENCE NORTH 89°47'16" EAST ALONG SAID RIGHT-OF-WAY LINE, 263.78 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 104,271 SQUARE FEET.

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

SW BOECKMAN ROAD

N89°47'16"E 263.78'

POINT OF BEGINNING

S00°03'53"W 28.83'

86

L=122.70'
R=220.99'
Δ=31°48'42"
C=S17°29'17"W 87
121.13'

88

89

90

91

92

TRACT G

93

S01°28'51"W 310.91'

"LANDOVER NO. 2"



NOT TO SCALE

"WILSONVILLE MEADOWS NO. 7"

N00°13'14"W 455.11'

291

290

289

288

287

286

284

96

S89°45'31"W 217.56'

"LANDOVER NO. 2"

95

94

93

W MORGAN STREET

PDG JOB NO.:
999-255

DATE:
05/04/21

SCALE:
NTS

ZONE CHANGE RA-H TO PDR-4



PIONEER DESIGN GROUP, INC.

8020 SW WASHINGTON SQUARE RD
SUITE 170
PORTLAND, OREGON 97223
p 503.643.8288
www.pd-grp.com

MERIDIAN UNITED CHURCH OF CHRIST
6750 SW BOECKMAN ROAD, WILSONVILLE, OREGON
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE WILLAMETTE
MERIDIAN, CLACKAMAS COUNTY, OREGON



Ordinance No. 853 Exhibit B
Zone Map Amendment Compliance Findings

Meridian United Church of Christ (Frog Pond Church)
Zone Map Amendment

City Council
Quasi-Judicial Public Hearing

Hearing Date: December 6, 2021

Date of Report: November 8, 2021

Application Nos.: DB21-0029 Zone Map Amendment

Request/Summary: The request before the City Council is a Zone Map Amendment for approximately 2.39 acres.

Location: 6750 SW Boeckman Road. The property is specifically known as Tax Lot 5500, Section 13AA, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon.

Owner/Applicant: Meridian United Church of Christ (Contact: Marsia Gunter)

Applicant's Rep.: Pioneer Design Group (Contact: Ben Altman)

Comprehensive Plan Designation: Residential 6-7 dwelling units per acre (du/ac)

Zone Map Classification: Current: RA-H (Residential Agricultural-Holding)
(renamed by Ordinance No. 851 to Future Development Agricultural-Holding (FDA-H) effective November 18, 2021)
Proposed: Planned Development Residential-4 (PDR-4)

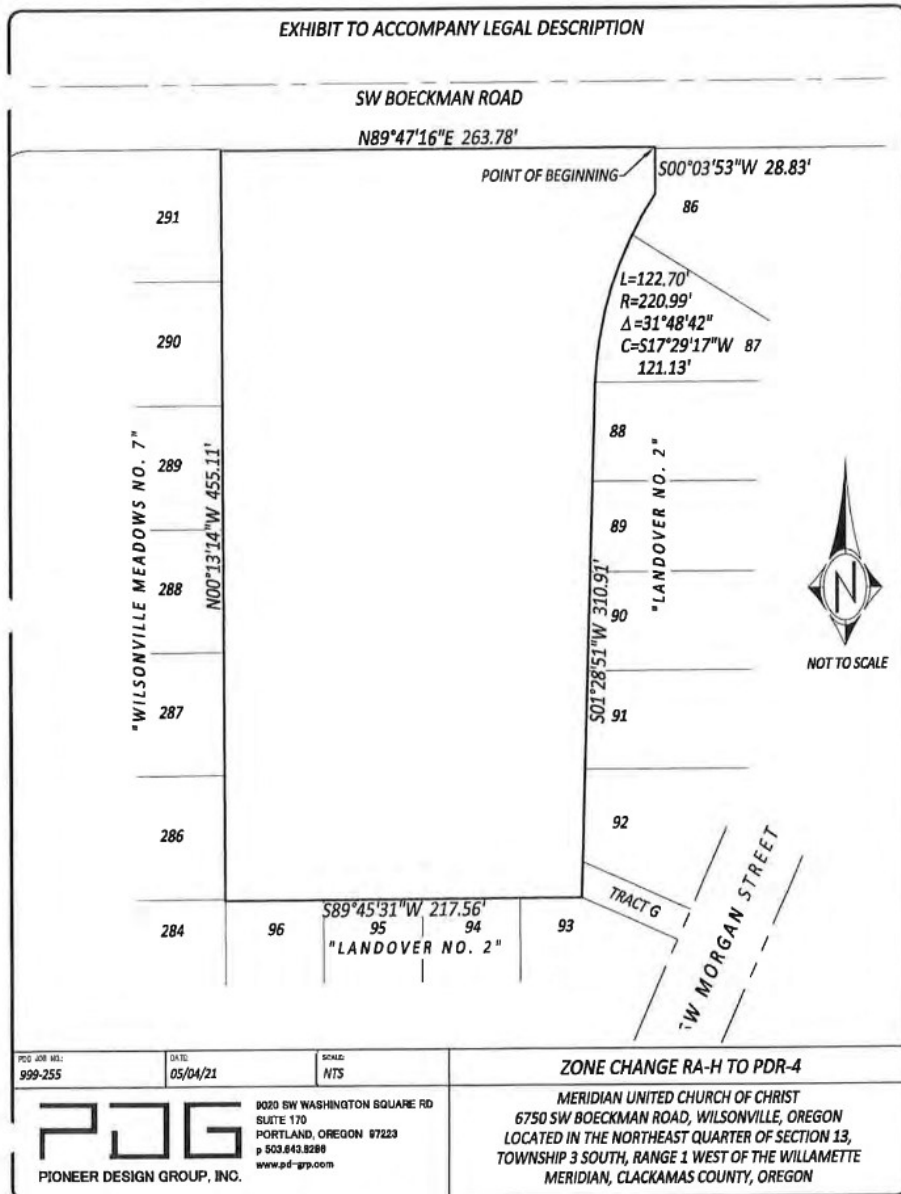
Staff Reviewers: Cindy Luxhoj AICP, Associate Planner
Matt Palmer, PE, Associate Engineer
Kerry Rappold, Natural Resources Program Manager

DRB/Staff Recommendation: Adopt the requested Zone Map Amendment

Applicable Review Criteria:

Development Code:	
Section 4.110	Zones
Section 4.124.4	Planned Development Residential (PDR-4) Zone
Section 4.197	Zone Changes
Other City Planning Documents:	
Wilsonville Comprehensive Plan	
Previous Land Use Approvals	

Vicinity Map:



Summary:

Zone Map Amendment (DB21-0029)

The proposed Zone Map Amendment is to rezone the subject 2.39-acre property from the Residential Agricultural-Holding (RA-H) Zone (renamed by Ordinance No. 851 to Future Development Agricultural-Holding (FDA-H) effective November 18, 2021) to the Planned Development Residential-4 (PDR-4) Zone. The rezone is required to allow partition of the subject property as proposed by the applicant.

Findings:

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

General Information

Application Procedures-In General Section 4.008

The application is being processed in accordance with the applicable general procedures of this Section.

Who May Initiate Application Section 4.009

The application has been submitted on behalf of the property owner, Meridian United Church of Christ, and is signed by an authorized representative, Marsia Gunter.

Request: DB21-0029 Zone Map Amendment

As described in the Findings below, the applicable criteria for this request are met or will be met by Conditions of Approval.

Comprehensive Plan

Diversity of Housing Types Implementation Measure 4.1.4.b. and d.

A1. Based on data used for the City of Wilsonville 2020 Annual Housing Report, the City has 11,275 housing units in the following mix:

- 45.2% Apartments
- 40.7% Single-Unit Dwellings
- 7.8% Middle Housing (including duplexes, attached single-family homes, ADUs and cottage-style homes)
- 4.6% Condominiums
- 1.3% Mobile Homes

The City has approved hundreds of new residential lots, mainly in Villebois and Frog Pond West, for development over the next few years. The proposal will provide additional residential development options outside of Villebois and Frog Pond West within the existing City limits.

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

- A2.** The proposed Planned Development Residential-4 (PDR-4) zoning allows the use of planned development to enable development of safe, convenient, healthful, and attractive places to live.

Residential Density
Implementation Measure 4.1.4.u.

- A3.** The subject property is proposed to be zoned PDR-4, consistent with the existing Comprehensive Plan designation of Residential 6-7 du/ac.

Development Code

Zoning Consistent with Comprehensive Plan
Section 4.029

- A4.** The applicant requests a zone change concurrently with a Stage I Master Plan, Stage II Final Plan, and other related development approvals. The proposed zoning designation of PDR-4 is consistent with the existing Comprehensive Plan designation of Residential 6-7 du/ac. The Zone Map Amendment is contingent on City Council approval.

List of Base Zones
Subsection 4.110 (.01)

- A5.** The requested zoning designation of PDR-4 is among the base zones identified in this Subsection.

Standards for All Planned Development Residential Zones

Typically Permitted Uses
Subsection 4.124 (.01)

- A6.** The list of typically permitted uses includes residential building lots for development of allowed residential uses, open space, and churches (subject to a Conditional Use Permit), covering all existing and proposed uses on the subject property.

Appropriate PDR Zone
Subsection 4.124 (.05)

- A7.** PDR-4 is the appropriate PDR designation based on the Comprehensive Plan designation of Residential 6-7 du/ac.

Zone Change Procedures

Subsection 4.197 (.02) A.

A8. The applicant submitted the request for a Zone Map Amendment as set forth in the applicable code sections.

Conformance with Comprehensive Plan Map, etc.

Subsection 4.197 (.02) B.

A9. The proposed Zone Map Amendment is consistent with the Comprehensive Plan designation of Residential 6-7 du/ac. As shown in Findings A1 through A3, the request complies with applicable Comprehensive Plan text.

Specific Comprehensive Plan Findings for Residential Designated Lands

Subsection 4.197 (.02) C.

A10. Findings A1 through A3 under this request provide the required specific findings for Implementation Measures 4.1.4.b, d, e, q, and x.

Public Facility Concurrency

Subsection 4.197 (.02) D.

A11. The applicant's materials and plan set demonstrate the existing primary public facilities are available or can be provided in conjunction with the project.

Impact on SROZ Areas

Subsection 4.197 (.02) E.

A12. There is no SROZ area on the property; therefore, this standard does not apply.

Development within 2 Years

Subsection 4.197 (.02) F.

A13. Related land use approvals will expire after 2 years, therefore, requesting the land use approvals assumes development would commence within two (2) years. However, in the scenario where the applicant or their successors do not commence development within two (2) years, thus allowing related land use approvals to expire, the zone change shall remain in effect.

Development Standards and Conditions of Approval

Subsection 4.197 (.02) G.

A14. As can be found in the Findings for the accompanying requests, the proposal meets the applicable development standards either as proposed or through a condition of approval.

DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 396

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF A ZONE MAP AMENDMENT FROM RESIDENTIAL AGRICULTURAL-HOLDING (RA-H) TO PLANNED DEVELOPMENT RESIDENTIAL-4 (PDR-4) AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I MASTER PLAN, STAGE II FINAL PLAN, TENTATIVE PARTITION PLAT, AND SETBACK WAIVER FOR MERIDIAN UNITED CHURCH OF CHRIST (FROG POND CHURCH). THE SUBJECT SITE IS LOCATED AT 6750 SW BOECKMAN ROAD ON TAX LOT 5500, SECTION 13AA, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON. BEN ALTMAN, PIONEER DESIGN GROUP INC. – REPRESENTATIVE FOR MERIDIAN UNITED CHURCH OF CHRIST – OWNER/APPLICANT.

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

WHEREAS, the Planning Staff has prepared staff report on the above-captioned subject dated November 1, 2021, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a scheduled meeting conducted on November 8, 2021, at which time exhibits, together with findings and public testimony were entered into the public record, and

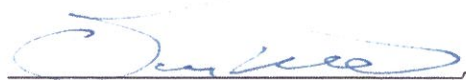
WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

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

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated November 1, 2021, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations, subject to approval of the Zone Map Amendment Request (DB21-0029) on properties proposed for rezoning, for:

DB21-0030 through DB21-0033, Stage I Master Plan, Stage II Final Plan, Tentative Partition Plat, and Setback Waiver a three-parcel partition and associated site improvements.

ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 8th day of November 2021 and filed with the Planning Administrative Assistant on Nov. 9, 2021. This resolution is final on the 15th calendar day after the postmarked date of the written notice of decision per WC Sec 4.022(.09) unless appealed per WC Sec 4.022(.02) or called up for review by the council in accordance with WC Sec 4.022(.03).



Daniel McKay, Chair, Panel A
Wilsonville Development Review Board

Attest:

A handwritten signature in cursive script that reads "Shelley White". The signature is written in black ink and is positioned above a horizontal line.

Shelley White, Planning Administrative Assistant



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 20, 2021	Subject: Resolution No. 2942 Supplemental Budget Adjustment Staff Member: Keith Katko, Finance Director Department: Finance	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: December 20, 2021 <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
Comments: N/A		
Staff Recommendation: Staff recommends Council adopt Resolution No. 2942.		
Recommended Language for Motion: I move to approve Resolution No. 2942.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

A supplemental budget resolution for the FY 2021/22 budget year.

EXECUTIVE SUMMARY:

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

This supplemental includes the eight items categorized by Fund in the chart below:

FUND	ITEM	AMOUNT	FUNDING SOURCE
General Fund	Contracted behavior health position (Five months remaining FY21/22. Building mental health into emergency responses (contingent on additional future Council action approving contract).	\$79,165	American Rescue Plan Act (ARPA) grant funding. Approximately \$2.8 million in ARAP Funds have already been received (General Fund).
General Fund	Council Goal 6 – Engage the Community to support emergency preparedness and resiliency.	\$75,000	General Fund
Facilities CIP	City Hall Renovation (CIP 0997). Amount in excess of originally anticipated cost estimation.	\$243,966	Funded by \$102,060 General Fund; \$61,236 Bld Ins; \$40,823 CD Fund transfers-in plus an additional \$39,847 from City/ County Insurance Services.
Facilities CIP	CIP#8144 – Facilities Master Plan. Unused rollover amount from FY 20/21 to complete project in FY 21/22	\$25,000	General Fund transfer-in
Water Operations	Water Treatment Plant equipment. Two Sand Pumps for the Actiflo System – Prior year project was delayed and installation will occur FY 21/22.	\$64,000	Water Operations
Water Operations	American Water Infrastructure Act project – Prior year project was delayed and will be completed FY 21/22.	\$28,232	Water Operations
Sewer Operations	Wastewater Treatment Plant – Centrifuge Repair. To cover City portion of the project costs per the operations and maintenance agreement.	\$78,000	Funding from major repair replacement (MRR) reserve.
Sewer CIP	CIP#2105 – Corral Creek & Rivergreen Pump Station. Additional equipment needing to be updated/replaced as identified during design phase (over originally anticipated by the Master Plan)	\$250,000	Sewer Operating Fund transfer-in

EXPECTED RESULTS:

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

TIMELINE:

As required by Local Budget Law, a notice for the public hearing has been published in the Oregonian and Wilsonville Spokesman (December 15, 2021). Adoption of the Supplemental Budget Adjustment is required prior to the end of the fiscal year, June 30, 2022.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 12/06/2021

LEGAL REVIEW:

Reviewed by: JRA Date: 12/08/2021

COMMUNITY INVOLVEMENT PROCESS:

A public hearing must be part of the adoption process.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

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

ALTERNATIVES:

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

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2942
 - A. Need, Purpose And Amount: Detail By Fund & Category

RESOLUTION NO. 2942**A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2021-22.**

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2021-22 by Resolution 2903; and,

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

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

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

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

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

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

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

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

This resolution becomes effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 20th day of December and filed with Wilsonville City Recorder this same date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Councilor President Akervall

Councilor Lehan

Councilor West

Councilor Linville

ATTACHMENT:

A. Need, Purpose And Amount: Detail By Fund & Category

ATTACHMENT A

NEED, PURPOSE AND AMOUNT: DETAIL BY FUND & CATEGORY

	Current Appropriations	Change in Appropriations	Amended Appropriations
General Fund			
Interfund transfers	\$ 20,841,519	\$ 7,500	\$ 20,849,019
All other resources	28,126,938	-	28,126,938
Total increase in resources	<u>48,968,457</u>	<u>7,500</u>	<u>48,975,957</u>
Administration	\$ 2,048,025	\$ -	\$ 2,048,025
Finance	1,643,740	-	1,643,740
Information Technology	1,248,264	-	1,248,264
Legal	722,542	-	722,542
Human Resources & Risk Management	914,040	-	914,040
Public Works Administration	911,041	75,000	986,041
Facilities	1,412,831	-	1,412,831
Parks Maintenance	1,828,709	-	1,828,709
Parks & Recreation	1,689,677	-	1,689,677
Library	2,214,240	-	2,214,240
Law Enforcement	5,538,456	79,165	5,617,621
Municipal Court	237,800	-	237,800
Transfers to Other Funds	19,850,541	127,060	19,977,601
Contingency	8,708,551	(273,725)	8,434,826
Net change in requirements	<u>\$ 48,968,457</u>	<u>\$ 7,500</u>	<u>\$ 48,975,957</u>
Resource increase in Interfund transfers is overhead from capital improvement project changes. Expense increases in PW Admin are for Council Goal 6 (emergency preparedness and resiliency), Law Enforcement for contracted behavioral position, and transfer-out for CIP 0997 (\$102,060) & CIP 8144 (\$25,000) with funding through contingency.			
Building Fund			
Building	1,309,598	-	1,309,598
Interfund transfers	461,284	61,236	522,520
Contingency	1,015,893	(61,236)	954,657
Net change in requirements	<u>\$ 2,786,775</u>	<u>\$ -</u>	<u>\$ 2,786,775</u>
Interfund transfer is funding for CIP 0997.			
Community Development Fund			
CD Administration	633,571	-	633,571
Engineering	2,254,203	-	2,254,203
Planning	1,274,890	-	1,274,890
Interfund transfers	635,215	40,823	676,038
Contingency	1,051,595	(40,823)	1,010,772
Net change in requirements	<u>\$ 5,849,474</u>	<u>\$ -</u>	<u>\$ 5,849,474</u>
Interfund transfer is funding for CIP 0997.			
Water Operating Fund			
Water Operations	\$ 1,597,028	\$ -	\$ 1,597,028
Water Treatment	3,835,711	92,232	3,927,943
Interfund Transfers	10,858,541	-	10,858,541
Contingency	11,668,636	(92,232)	11,576,404
Net change in requirements	<u>\$ 27,959,916</u>	<u>\$ -</u>	<u>\$ 27,959,916</u>
Requirement increases are for WTP equipment and completion of American Water Infrastructure project.			

	Current Appropriations	Change in Appropriations	Amended Appropriations
Sewer Operating Fund			
Sewer Collection	\$ 1,228,461	\$ -	\$ 1,228,461
Sewer Treatment	3,074,746	78,000	3,152,746
Sewer Pretreatment	123,303	-	123,303
Debt Service	2,623,500	-	2,623,500
Interfund Transfers	3,461,762	250,000	3,711,762
Contingency	14,047,650	(328,000)	13,719,650
Net change in requirements	\$ 24,559,422	\$ -	\$ 24,559,422
Sewer Treatment increase is for Centrifuge repair, to cover the City portion of project costs per O&M agreement. Interfund Transfer increase is for funding of CIP 2105.			
Sewer Capital Projects Fund			
Interfund transfers	\$ 5,339,958	\$ 250,000	\$ 5,589,958
All other resources	15,148	-	15,148
Total increase in resources	\$ 5,355,106	\$ 250,000	\$ 5,605,106
Sewer capital projects	4,754,001	242,500	4,996,501
Interfund Transfers	505,848	7,500	513,348
Contingency	95,257	-	95,257
Net change in requirements	\$ 5,355,106	\$ 250,000	\$ 5,605,106
Requirement increases are for CIP 2105 (Corral Creek & Rivergreen Pump Station)			
Facilities/Information Services Capital Projects Fund			
Interfund transfers	\$ 2,353,305	\$ 229,119	2,582,424
Intergovernmental	418,844	-	418,844
All other resources	104,790	39,847	144,637
Total increase in resources	\$ 2,876,939	\$ 268,966	3,145,905
Facilities/Information Services capital projects	\$ 2,718,453	\$ 268,966	\$ 2,987,419
Interfund Transfers	52,721	-	52,721
Contingency	105,765	-	105,765
Net change in requirements	\$ 2,876,939	\$ 268,966	\$ 3,145,905
Requirement increases are for CH Renovation (CIP 0997) and for Facilities Master Plan completion (CIP 8144).			

From The Director's Office

Greetings!

Villebois Village Center final approval – the very last one!

This November, after more than two decades of planning and developing an award winning, world-class new urbanist community at Villebois, the City's Development Review Board granted the last land-use approval for three mixed-use, multi-family buildings in the Village Center. These three parcels represent the very last pieces of property to be entitled with development approval leading to fulfillment of the community vision established as part of adoption of the Villebois Village Master Plan in August 2003. Once these buildings are complete, which will likely be in early 2023, Villebois will officially be complete from a land-use perspective! What an amazing and fulfilling accomplishment that will forever be a significant identifying feature of the Wilsonville community.



Villebois

When I came to Wilsonville in 1995 staff was working hard on the Dammasch Area Transportation Efficient Land Use Plan (DATELUP), the precursor plan to Villebois. After super-siting of a prison at Dammasch and several years of entanglement with the state over this action, followed by legislative mandates to redevelop Dammasch with a mixed-use urban village comprised of not less than 2,300 dwelling units, a national recruitment for a master planner was undertaken. After deep consideration of the various visions presented, the unique and creative team at Costa Pacific Communities was selected to work with the City to create and implement this significant vision which was guided throughout the planning, design and development process by three primary design tenets: diversity, sustainability and connectivity.

This final step marks a significant milestone in the history of the City. There have been so many bright, visionary individuals who helped to shape this vision, most notably but certainly not limited to past City Councils, the leadership at the time in administration led by City Manager Arlene Loble, City Attorney Mike Kohlhoff, former Mayor Charlotte Lehan, Master Planner Rudy Kadlub, Community Development Director Eldon Johansen, and Planning Director Stephan Lashbrook. The bold and innovative plan to create an urban village at the site of the former Dammasch State Hospital is truly transformative for the Wilsonville community. I am personally proud to be associated with creating a community with such a high quality of life and look forward to celebrating the completion of this final phase with the community.

Respectfully submitted,

Chris Neamtzu, AICP
Community Development Director

Building Division

Whatcha Lookin' At - Is that a Continuous Air Barrier?

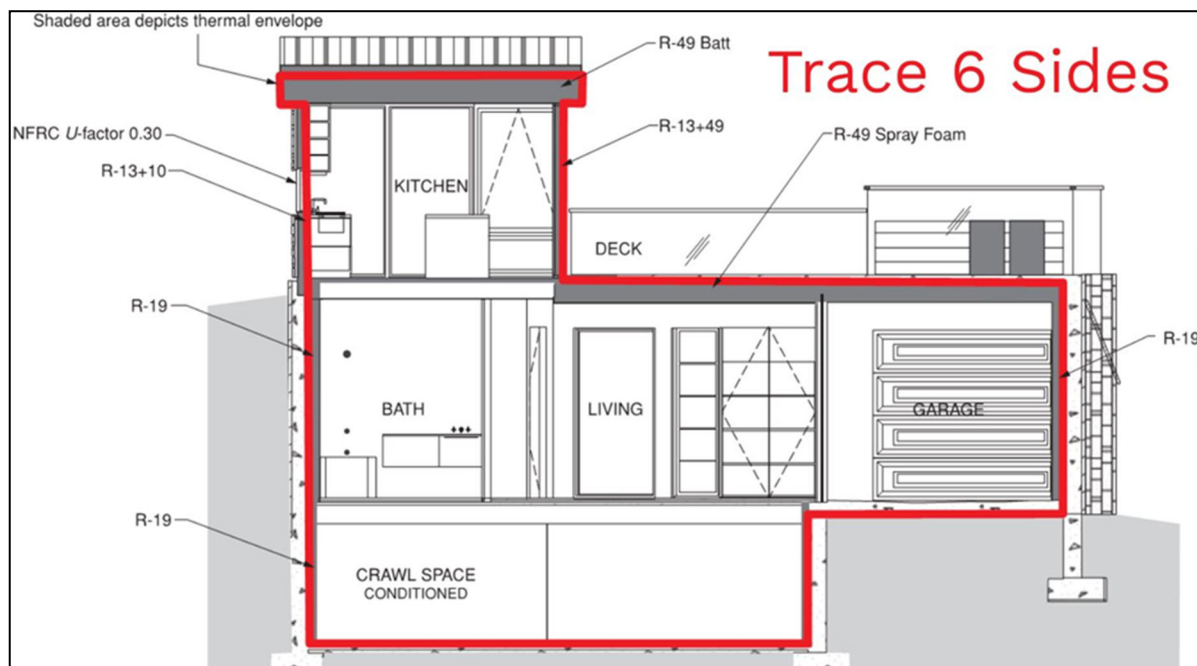
Recently the State Building Codes Division adopted new more stringent energy code standards.

There is a major push in the energy code arena to make our buildings as air tight as possible. Air tightness is achieved in a number of ways including sealing around any penetration through the "building thermal envelope". The exterior envelope encompasses all six sides of a building, including the roof and floor.

Air leakage is a problem which occurs when outside air enters your home, and inside air leaves your home uncontrollably through cracks and openings. Air is continually trying to move into and out of buildings, depending on the atmospheric pressure inside and outside the building. Air leakage can also contribute to moisture problems which can affect the health of people indoors, and the long-term durability of the structure. This pressure differential which causes air movement can also lead to energy loss when an HVAC system is constantly trying to keep up.



Inspectors and Plans Examiners must review plans and inspect installations to ensure the air barrier is not compromised with openings in the envelope that are not sealed. This includes sealing around windows, doors, electrical fixtures, attic and crawlspace accesses. It also includes sealing at the intersections of sheetrock at the walls and ceilings as shown in the adjacent photo. A vapor barrier plastic can be seen on the ceiling and red strips of foam sealing tape is stapled to the framing plate lines before sheetrock is installed. That's what we're looking at to ensure our buildings are safe, energy efficient, and compliant with today's modern energy conservation codes.



Engineering Division, Capital Projects

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

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



95th Avenue Storm Pipe Repairs (7062)

This project replaces collapsed and crushed portions of existing storm pipeline on 95th Avenue. The goal of this project is to replace these sections of pipes prior to work being performed by Willamette Water Supply Program for the construction of PLM_1.3 which is scheduled for the middle of 2022. Bidding and construction of this project is currently scheduled for Spring 2022.

Boberg Diversion Structure Replacement (2100)

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

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

This project involves the design and construction of the Boeckman Dip Bridge, Boeckman Road Improvements (Canyon Creek Road – Stafford Road), Canyon Creek Traffic Signal, and Boeckman Road Sanitary Sewer projects. Owner's Representative contract was awarded and work to develop the progressive design build contract and request for proposals is underway. Preliminary hydraulic analysis work for Boeckman Creek continues and is to be completed by the end of the year.

Crosswalk Enhancement Assessment (4717)

This project originally consisted of the study of nine existing or proposed crosswalk locations throughout the City and will recommend new safety measures or enhancements for each crossing. In the beginning of September, nine additional crossing locations within the Charbonneau District were added to the contract. Because of these added crossing locations, Kittelson & Associates will be performing assessment activities through the end of January 2022.

I-5 Pedestrian Bridge (4202)

This project involves the design and preparation of construction documents for a pedestrian and bicycle bridge over Interstate 5 from Town Center Loop West to Boones Ferry/Barber Street. The design team is continuing to prepare 90% design documents, incorporating comments received from staff, Planning Commission and City Council. Additional wall design alternatives for the gateway plaza wall were presented to Planning Commission and City Council for feedback in November. The design team continues to coordinate with ODOT in planning for traffic control during bridge construction.

Engineering Division, Capital Projects

Memorial Park Pump Station (2065)

This project involves replacing and relocating the wastewater pump station in Memorial Park. The contract was awarded to McClure and Sons. Construction began in July 2020 and will be completed in December 2021.

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

This project includes paving, storm sewer, sanitary sewer, and water line improvements to Old Farm Road, Arbor Glen Loop, and Arbor Glen Court in the Charbonneau development. The contract was awarded to Braun Construction in April. Construction began in June and will be completed in December 2021.

Priority 1B Water Distribution Improvements (1148)

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

Raw Water Facility Improvements

This project is a capital improvement project under management of the Willamette Water Supply Commission and Tualatin Valley Water District. Improvements include seismic upgrades to the existing intake facility and river embankment and installation of a 66-inch raw water pipe and 8-inch domestic City water pipe. The contractor is currently backfilling the launch shaft. The 8" waterline has been pressure tested and chlorinated. The contractor is working on a punch list and expecting to be done with this phase by February 2022.

Rivergreen And Corral Creek Lift Stations (2105)

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

Street Maintenance Project 2021 (4014/4118/4725)

This project involves the rehabilitation of the asphalt driving surface on Town Center Loop and Park Place and includes ADA improvements to pedestrian curb ramps and pedestrian signals, new vehicle signal detection at signalized intersections and bike safety improvements along Town Center Loop. Paving and striping are complete with some traffic signal work finishing up in early December.



Engineering Division, Capital Projects

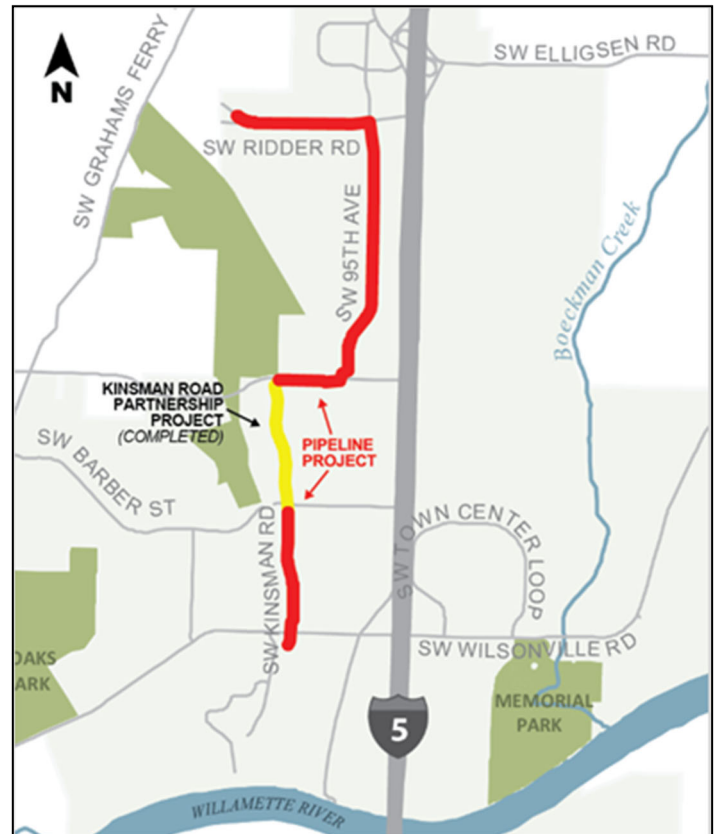
WTP Expansion to 20 MGD (1144)

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

WWSP Coordination (1127)

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

- **Phase 1, Wilsonville Road (PLM_1.1)**
Arrowhead Creek Lane to Wilsonville Road—**COMPLETE**
- **Phase 2, Garden Acres Road to 124th (PLM 1.2)**
Ridder Road to Day Road—**COMPLETE**
- **Phase 3, Wilsonville Road to Garden Acres Road (PLM 1.3)**
The WWSP is coordinating with the City of Wilsonville to construct 12,200 feet of a 66-inch water pipeline from just south of Wilsonville Road and Kinsman Road intersection to Garden Acres Road. It will connect the remaining portion of the pipeline through Wilsonville and follows Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road.
 - Construction of the PLM_1.3 pipeline is anticipated to begin in February 2022, with completion in 2024.
 - 90% design plans are expected to be submitted to the City for review in December 2021.



WWTP Master Plan (2104)

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

Engineering Division, Private Development

Canyon Creek South Phase 3

This is a five lot subdivision on Canyon Creek Road South. The project is currently under review.

Charbonneau Activity Center

Construction continues on the building. Utility connections have been made. The contractor is planning to complete the project by the end of December.

Coffee Creek Logistics Center (Panattoni Warehouse)

This project is located on the southwest corner of Clutter Road and Garden Acres Road. The pre-construction meeting occurred on May 24.

Costco ADA Improvements

Project will include erosion control inspections.

Frog Pond Ridge

This is a 69-lot subdivision north of Frog Pond Meadows. The contractor has installed majority of utilities in Phase 1.

Magnolia 6-Plex

A small development in Old Town that will require sanitary, storm, and water facilities. The developer has poured foundations and is working on site.

Northstar Contractor Establishment—Clay Street

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

Parkway Woods

This project involves a parking lot update and building modifications at the Xerox campus (formerly Tektronix). A series of stormwater planters will be included to bring the parking lot up to today's standards. The southeast corner of the project has stormwater facilities in place and is ready for inspection prior to paving in early December, weather permitting.

SSI Shredding

Site plans were submitted for two additional buildings on the existing site, along with sidewalk, sanitary, and water additions. The permit has been issued and work began the week of May 24.

Villebois Clermont

Grading and demolition have begun for Clermont, a 87-lot subdivision in Villebois. A portion of utilities have been installed and tested.

Wilsonville High School Auditorium

The school district will be adding a new water line, sanitary force main, and storm facilities. The project is currently under review.

Wood Middle School

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



Charbonneau Activity Center

Engineering Division, Natural Resources

NPDES Annual Report

An annual report is prepared every fall for the City's NPDES stormwater program. The report is submitted to the Oregon Department of Environmental Quality and documents stormwater management practices, land use changes and new development activities, program expenditures, and water quality monitoring.

Highlights from this year's report include:

- Private Lift Stations - Due to improperly maintained private lift stations, the City implemented an inspection program in 2018. The goal of the program is to educate owners of private lift stations about their facilities and require them to conduct annual inspections and maintenance.
- New Stormwater Facilities - Every year sees an increase in the number of private stormwater facilities constructed to treat and control stormwater runoff from development sites. During the reporting year (July 1, 2020 to June 30, 2021), four rain gardens, two vegetated swales, and six planter boxes were installed.
- Existing Stormwater Facilities - During the reporting year, staff inspected 80 public stormwater facilities. All of the facilities were given an inspection ranking and entered into the City's asset management system (i.e., Cartegraph).
- Approximately 11,735 linear feet of the stormwater conveyance system was cleaned and maintained by Public Works over the reporting year.
- The Parks and Recreation Department rehabilitated five vegetated stormwater facilities.



Vegetated Swale



Planter Box

Planning Division, Current

Administrative Land Use Decisions Issued

- New fence for Holiday Inn
- 13 Type A Tree Permits
- 3 Type B Tree Permits
- 1 Type C Tree Permits
- 4 Residential building permit land use review
- Other building permits

Construction Permit Review, Development Inspections, and Project Management

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

- Clermont Subdivision (Villebois Phase 5 North)
- Magnolia 6-Plex in Old Town
- Memorial Park Pump Station
- Panattoni Development Company warehouse on Clutter Road
- Residential subdivisions in Frog Pond West
- Wood Middle School greenhouse
- Wilsonville High School performing arts center

Development Review Board (DRB)

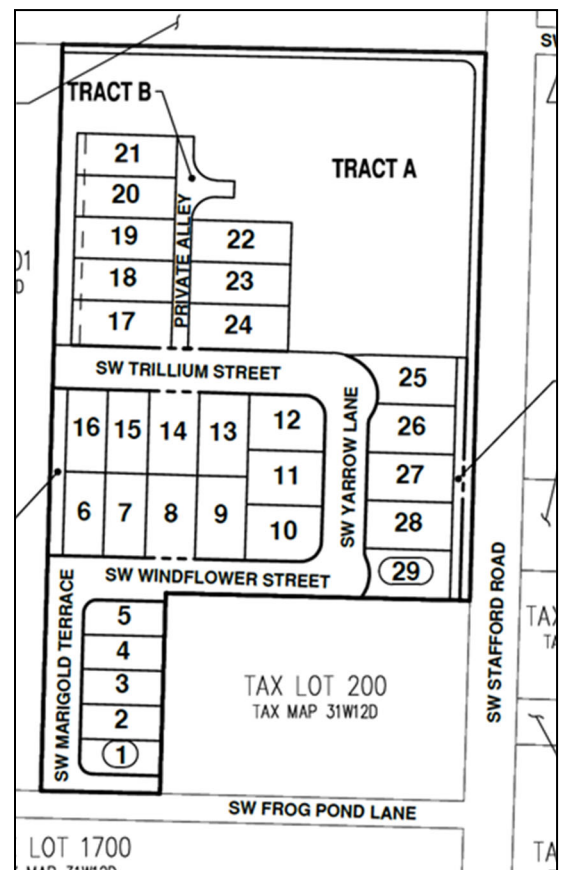
During their regular meeting on November 8 DRB Panel A held a public hearing and approved with conditions Stage 1 and 2 master plans and a partition of the Meridian United Church of Christ (Frog Pond Church). They also recommended to City Council the approval of a Zone Map Amendment to change the zoning to Planned Development Residential-4 consistent with the City’s Comprehensive Plan. The Church anticipates the actions will enable the sale of an undeveloped portion of the property for residential development.

During their regular meeting on November 22 DRB Panel B approved a five-year temporary use permit for a model home complex for the under-construction Clermont subdivision in Villebois.

DRB Projects Under Review

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

- Four subdivisions in Frog Pond West, including Frog Pond Crossing (pictured)
- Land division and zone change for Frog Pond Church
- Temporary Use Permit for Model Home Complex - Clermont at Villebois



Proposed Layout of Frog Pond Crossing Subdivision

Planning Division, Current

Ice Storm Tree Damage and Response

During November, the Planning team continued work related to City's response to extensive tree damage from the February 2021 ice and snow storm. In particular, Assistant Planner Georgia McAlister continued to intake and review tree removal permits and answer questions, and support a Tree Planting event on December 4.

Planning Division, Long Range

Aurora Airport

Aurora Airport Master Plan PAC Meeting #1

On Tuesday November 16, 2021 the Oregon Department of Aviation (ODA) initiated an 18 month process to complete a new airport master plan for the Aurora Airport by facilitating Policy Advisory Committee (PAC) meeting #1. The purpose of the meeting was to introduce the project, establish an understanding of the role/expectations of the PAC, and prepare for upcoming meetings as well as provide opportunities for public input.

Staff from Century West and JLA Public Involvement led the meeting, supported by staff from the Oregon Department of Aviation. The meeting included a summary of history of planning efforts at the airport, Federal Aviation Administration plan overview, airport master planning introduction, and a brief discussion of existing conditions.

At 32 members, the PAC is very large. Members will provide input at key decision points in an advisory capacity; as a sounding board. No recommendations will be made by the committee; the group will be asked for feedback through poll questions and break out room discussions. All viewpoints will be represented in the meeting summaries. Perhaps most notable is that as the airport sponsor, ODA staff will be the final decision-making authority. They will decide what is included in the Master Plan.

Comprehensive Plan Update related to Aurora Airport

As an affected jurisdiction, it is important to articulate the relevant land use issues in local adopted policy for purposes of intergovernmental coordination and standing in state law. The applicable document in the City of Wilsonville is the Comprehensive Plan. This Comprehensive Plan update project aims to identify the potential positive and negative impacts of the Airport's current operations and planned future growth for Wilsonville residents and businesses, and to adopt Comprehensive Plan policies to memorialize and address the highest priority issues pertaining to the interrelationships between the Aurora Airport and City of Wilsonville. In November, the project team prepared for a City Council work session and presented at a Planning Commission work session. Staff's focus for the meetings was to provide a project summary and proposed schedule and seek input. Specific discussion items with the Commission included stakeholders to engage in the project, and the impacts of the Aurora Airport to the Wilsonville community, both positive and negative, that the City should address through new policy objectives in the Comprehensive Plan.

Frog Pond East and South Master Plan

During November the project team worked on an affordable housing needs analysis, outreach planning and coordination, prepared for the upcoming land use planning work.



**FROG POND
EAST & SOUTH
MASTER PLAN**

Planning Division, Long Range

Inclusive Outreach Framework Refinement

Building upon outreach efforts during the Town Center and Middle Housing projects the City is reviewing and refining an outreach framework that will be the basis of ongoing outreach efforts led by the Planning Division. The City team is calling the framework “Stories to Policies.” The basic notion is taking stories reflecting lived experiences taken from diverse community members, particularly those historically marginalized, and translating them into specific policies. During November the City team discussed the framework internally as staff, with the Diversity, Equity, Inclusion Committee, and worked to get a contract in place with a consultant to help further refine and solidify the framework.

Planning Commission

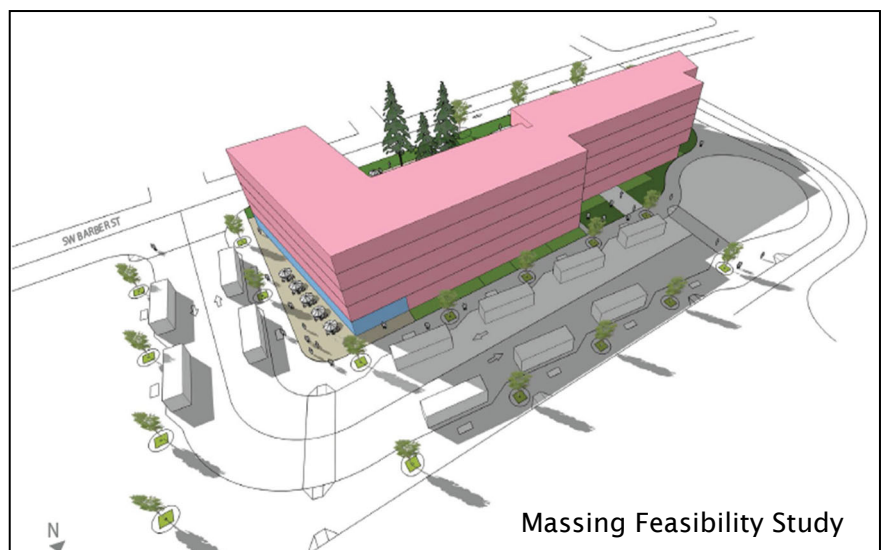
At their regularly scheduled meeting on November 10, the Planning Commission unanimously adopted a Resolution recommending to the City Council the Urban Forest Management Plan, which will guide the City’s efforts regarding tree preservation and enhancement for years to come. The Planning Commission also held three work sessions. In the first, the Commission received a presentation on and discussed the refined plans for the I-5 Bike/Pedestrian Bridge and Town Center Gateway Plaza. In the second, the Commission reviewed draft concepts for a transit-oriented development adjacent to the SMART Central train/transit station. Third, the Commission received an introduction to project to update the City’s Comprehensive Plan as it relates to the Aurora State Airport Transit-Oriented

Transit-Oriented Development at the Wilsonville Transit Center

The Equitable Housing Strategic Plan identifies exploration of Transit-Oriented Development (TOD) at the Wilsonville Transit Center as a near-term implementation action. During November, the project team shared design alternatives that illustrate options for development on this site with Planning Commission and City Council. City Council also reviewed a list of potential City roles and incentives in the development process. Based on the feedback received on these items, the project team will develop a Request for Qualifications (RFQ) as the first step in developer solicitation process to generate Statements of Qualifications from interested project developers. The project team expects to release the RFQ in early 2022, with a Request for Proposals (RFP) to follow.

Vertical Housing Development Zones

The Equitable Housing Strategic Plan identifies creation of tax abatements to create diversity and affordability in the City’s housing supply as a near-term implementation action. Additionally, the Town Center Plan identifies exploration of Vertical Housing Development Zones (VHDZ) as a short-term implementation action to encourage mixed-use development. During November, the project team shared recommendations for criteria related to the definition and design of eligible non-residential spaces and a VHDZ boundary for Town Center. Based on the input received from City Council, the project team will begin the process to establish a VHDZ program in Town Center and the Villebois Village Center.



Planning Division, Long Range

Wilsonville Town Center Plan

Infrastructure Funding Plan and Urban Renewal Analysis

The Town Center Plan identifies an Infrastructure Funding Plan and Urban Renewal Analysis as two important economic development strategies to support Plan implementation. This work will guide the City in determining how infrastructure investments in Town Center will be funded and will assess if Urban Renewal is a desirable tool to use. During November, the city reviewed and refined the consultant scope of work to assist staff in developing this plan and conducting this analysis.



WILSONVILLE TOWN CENTER PLAN

I-5 Pedestrian Bridge

The Town Center project team continued development of the preferred bridge and plaza designs for the I-5 Pedestrian Bridge and Town Center Gateway Plaza project, which will provide an important connection between Town Center, the Wilsonville Transit Center and neighborhoods west of Interstate 5. During November, the project team presented refined retaining wall options to the Planning Commission and City Council for their feedback. Of the presented options, both the Planning Commission and City Council expressed interest in a backlit, perforated metal wall that would serve as a focal point for the plaza. This retaining wall detail will be included in the final 90% Design package, which will be finalized later this year.

General project information is available on the project website: <https://www.ci.wilsonville.or.us/engineering/page/i-5-bikeped-bridge-project>.



NOVEMBER MONTHLY REPORT

FINANCE—The department where everyone counts

- **In the Spirit of Thanksgiving:** Each member of the department wrote a personal message on a “leaf” and posted it on each others workspace as a way to show appreciation, support, and gratitude.
- **Finance Operations Supervisor:** Cricket Jones has accepted our offer to become our department Finance Operations Supervisor! Cricket has the competence, character, interpersonal, and organization awareness that have long made her a department ALL STAR. We’re very happy she’s taking the initiative to take on this new role.

Her growth oriented mindset, problem solving nature, and decision-making skills will be put to good use in supervising a very highly performing and competent (Utility Billing) team. Additionally her background and experience, leveraged in this new supervisory role will serve this organization well! Thanks Cricket and welcome aboard to this new opportunity!

- **Special Recognitions:** The City of Wilsonville is the proud recipient of the “Certificate of Achievement for Excellence in Financial Reporting” and “Distinguished Budget Presentation Award” from the National Government Finance Officers Association (GFOA) of the United States and Canada for the nineteenth consecutive year.
- **Auditors:** We will have to start the Request for Proposal (RFP) process for new City Independent auditors, as Merina & Co., LLP are pivoting their business model and getting out of the financial audit business side of things. On the plus side they are moving toward more of a financial/ governmental consulting model, if/when the City may need these services.
- **Municipal Court:**
171 Total Violations in November 2021. (Up from 74 in November 2020)
Judge Weinhouse Contract is up for renewal and will be reviewed by City Council on December 20, 2021. (Two year contract. No changes).
- **Annual Budget Kick-up:** As calendar year-end draws near, the Finance department is excited to begin this year’s budget kick-off entirely in MUNIS. Since Payroll Go Live, this process with now include also the addition of Position Budgeting!
- **ATTACHED Monthly (November) FINANCIALS:** FINANCE continues to monitor all departments for on-going budget compliance.

Transit includes collection of three quarters worth of past due payroll reporting (due to change in ownership). Thank you, Barbara Jacobson, City Attorney for your help in collecting this!

City of Wilsonville - Fund Summaries
Reporting Month: Nov FY 2022

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
110 - General Fund				
Taxes	\$ 12,450,940	\$ 5,699,166	\$ 6,751,774	46%
Intergovernmental	2,685,330	2,937,203	(251,873)	109%
Licenses and permits	169,850	147,363	22,487	87%
Charges for services	699,990	73,850	626,140	11%
Fines and forfeitures	315,000	46,099	268,901	15%
Investment revenue	91,000	66,270	24,730	73%
Other revenues	16,349,824	16,411,395	(61,571)	100%
Transfers in	4,453,155	1,430,999	3,022,156	32%
TOTAL REVENUES	\$ 37,215,089	\$ 26,812,346	\$ 10,402,743	72%
Personnel services	\$ 10,076,512	\$ 3,440,967	\$ 6,635,545	34%
Materials and services	26,524,377	19,225,398	7,298,979	72%
Capital outlay	20,000	1,472	18,528	7%
Transfers out	3,130,945	366,487	2,764,458	12%
TOTAL EXPENDITURES	\$ 39,751,834	\$ 23,034,323	\$ 16,717,511	58%
610 - Fleet Fund				
Charges for services	\$ 1,489,124	\$ 620,463	\$ 868,662	42%
Investment revenue	7,500	4,306	3,194	57%
TOTAL REVENUES	\$ 1,496,624	\$ 628,091	\$ 868,533	42%
Personnel services	\$ 826,900	\$ 305,244	\$ 521,656	37%
Materials and services	671,135	242,169	428,966	36%
Transfers out	2,400	1,000	1,400	42%
TOTAL EXPENDITURES	\$ 1,543,435	\$ 591,321	\$ 952,114	38%
230 - Building Inspection Fund				
Licenses and permits	\$ 1,060,463	\$ 1,455,829	\$ (395,366)	137%
Charges for services	11,700	-	11,700	0%
Investment revenue	12,000	10,807	1,193	90%
Transfers in	41,545	17,310	24,235	42%
TOTAL REVENUES	\$ 1,125,708	\$ 1,483,946	\$ (358,238)	132%
Personnel services	\$ 1,132,650	\$ 339,988	\$ 792,662	30%
Materials and services	176,948	127,287	49,661	72%
Transfers out	461,284	144,288	316,996	31%
TOTAL EXPENDITURES	\$ 1,770,882	\$ 611,562	\$ 1,159,320	35%
231 - Community Development Fund				
Intergovernmental	\$ 161,200	\$ -	\$ 161,200	0%
Licenses and permits	593,446	642,989	(49,543)	108%
Charges for services	745,080	177,125	567,955	24%
Investment revenue	8,500	12,043	(3,543)	142%
Other revenues	250	-	250	0%
Transfers in	2,383,525	760,290	1,623,235	32%
TOTAL REVENUES	\$ 3,892,001	\$ 1,592,447	\$ 2,299,554	41%
Personnel services	\$ 3,379,050	\$ 993,419	\$ 2,385,631	29%
Materials and services	783,614	280,475	503,139	36%
Transfers out	635,215	245,450	389,765	39%
TOTAL EXPENDITURES	\$ 4,797,879	\$ 1,519,344	\$ 3,278,535	32%
240 - Road Operating Fund				
Intergovernmental	\$ 1,995,223	\$ 528,959	\$ 1,466,264	27%
Investment revenue	12,500	9,955	2,545	80%
Other revenues	-	3,725	(3,725)	-
TOTAL REVENUES	\$ 2,007,723	\$ 542,638	\$ 1,465,085	27%
Personnel services	\$ 434,340	\$ 111,125	\$ 323,215	26%
Materials and services	495,930	183,065	312,865	37%
Capital outlay	13,000	-	13,000	0%
Transfers out	857,455	164,177	693,278	19%
TOTAL EXPENDITURES	\$ 1,800,725	\$ 458,367	\$ 1,342,358	25%

City of Wilsonville - Fund Summaries
Reporting Month: Nov FY 2022

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
241 - Road Maintenance Fund				
Charges for services	\$ 2,150,000	\$ 924,367	\$ 1,225,633	43%
Investment revenue	20,000	12,357	7,643	62%
TOTAL REVENUES	\$ 2,170,000	\$ 936,724	\$ 1,233,276	43%
Transfers out	\$ 2,503,924	\$ 2,276,820	\$ 227,104	91%
TOTAL EXPENDITURES	\$ 2,503,924	\$ 2,276,820	\$ 227,104	91%
260 - Transit Fund				
Taxes	\$ 5,000,000	\$ 2,830,968	\$ 2,169,032	57%
Intergovernmental	3,964,104	1,023,999	2,940,105	26%
Charges for services	-	12,618	(12,618)	-
Fines and forfeitures	5,000	95,948	(90,948)	1919%
Investment revenue	75,000	22,766	52,234	30%
Other revenues	16,000	-	16,000	0%
TOTAL REVENUES	\$ 9,060,104	\$ 3,986,299	\$ 5,073,805	44%
Personnel services	\$ 4,386,050	\$ 1,485,771	\$ 2,900,279	34%
Materials and services	2,153,188	883,553	1,269,635	41%
Capital outlay	2,012,500	467,280	1,545,220	23%
Transfers out	669,447	243,845	425,602	36%
TOTAL EXPENDITURES	\$ 9,221,185	\$ 3,080,449	\$ 6,140,736	33%
510 - Water Operating Fund				
Charges for services	\$ 9,411,000	\$ 5,933,313	\$ 3,477,687	63%
Investment revenue	150,000	79,428	70,572	53%
Other revenues	12,000	15,125	(3,125)	126%
TOTAL REVENUES	\$ 9,573,000	\$ 6,027,866	\$ 3,545,134	63%
Personnel services	\$ 647,150	\$ 185,143	\$ 462,007	29%
Materials and services	4,538,189	1,429,808	3,108,381	32%
Capital outlay	247,400	-	247,400	0%
Transfers out	10,814,367	721,294	10,093,073	7%
TOTAL EXPENDITURES	\$ 16,247,106	\$ 2,336,245	\$ 13,910,861	14%
520 - Sewer Operating Fund				
Charges for services	\$ 8,275,000	\$ 3,416,886	\$ 4,858,114	41%
Investment revenue	160,000	61,910	98,090	39%
Other revenues	30,000	8,006	21,994	27%
Transfers in	600,000	600,000	-	100%
TOTAL REVENUES	\$ 9,065,000	\$ 4,086,801	\$ 4,978,199	45%
Personnel services	\$ 394,580	\$ 71,800	\$ 322,780	18%
Materials and services	3,740,830	1,224,572	2,516,258	33%
Capital outlay	291,100	-	291,100	0%
Debt service	2,623,500	173,603	2,449,897	7%
Transfers out	2,923,155	593,187	2,329,968	20%
TOTAL EXPENDITURES	\$ 9,973,165	\$ 2,063,162	\$ 7,910,003	21%
550 - Street Lighting Fund				
Charges for services	\$ 536,650	\$ 229,779	\$ 306,871	43%
Investment revenue	8,500	5,212	3,288	61%
TOTAL REVENUES	\$ 545,150	\$ 234,991	\$ 310,159	43%
Materials and services	\$ 384,030	\$ 93,336	\$ 290,694	24%
Transfers out	1,045,000	18,816	1,026,184	2%
TOTAL EXPENDITURES	\$ 1,429,030	\$ 112,151	\$ 1,316,879	8%
570 - Stormwater Operating Fund				
Charges for services	\$ 3,440,000	\$ 1,461,493	\$ 1,978,507	42%
Investment revenue	15,000	17,889	(2,889)	119%
TOTAL REVENUES	\$ 3,455,000	\$ 1,479,382	\$ 1,975,618	43%
Personnel services	\$ 283,420	\$ 92,114	\$ 191,306	33%
Materials and services	788,536	180,736	607,800	23%
Capital outlay	107,000	-	107,000	0%
Debt service	518,000	-	518,000	0%
Transfers out	2,049,216	645,909	1,403,307	32%
TOTAL EXPENDITURES	\$ 3,746,172	\$ 918,759	\$ 2,827,413	25%

City of Wilsonville - SDC Fund Summaries
Reporting Month: Nov FY 2022

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
336 - Frog Pond Development				
Licenses and permits-West Hills	\$ 1,820,350	\$ 207,420	\$ 1,612,930	11%
Licenses and permits-Pahlisch	1,237,838	471,393	766,445	38%
Investment revenue	3,000	8,736	(5,736)	291%
TOTAL REVENUES	\$ 3,061,188	\$ 687,549	\$ 2,373,639	22%
Materials and services	\$ 8,320	\$ 14,089	\$ (5,769)	169%
Transfers out	-	-	-	-
TOTAL EXPENDITURES	\$ 8,320	\$ 14,089	\$ (5,769)	169%
346 - Roads SDC				
System Development Charges	\$ 1,202,131	\$ 740,240	\$ 461,891	62%
Investment revenue	43,500	34,438	9,062	79%
TOTAL REVENUES	\$ 1,245,631	\$ 774,678	\$ 470,953	62%
Materials and services	\$ 41,470	\$ 9,751	\$ 31,719	24%
Transfers out	7,766,745	457,288	7,309,457	6%
TOTAL EXPENDITURES	\$ 7,808,215	\$ 467,039	\$ 7,341,176	6%
396 - Parks SDC				
System Development Charges	\$ 554,418	\$ 209,205	\$ 345,213	38%
Investment revenue	35,000	13,152	21,848	38%
TOTAL REVENUES	\$ 589,418	\$ 222,357	\$ 367,061	38%
Materials and services	\$ 16,890	\$ 2,429	\$ 14,461	14%
Transfers out	1,322,155	169,219	1,152,936	13%
TOTAL EXPENDITURES	\$ 1,339,045	\$ 171,648	\$ 1,167,397	13%
516 - Water SDC				
System Development Charges	\$ 873,600	\$ 425,929	\$ 447,671	49%
Investment revenue	37,500	28,058	9,442	75%
Other revenues	7,000,000	-	7,000,000	0%
TOTAL REVENUES	\$ 7,911,100	\$ 453,987	\$ 7,457,113	6%
Materials and services	\$ 25,940	\$ 7,008	\$ 18,932	27%
Debt Service	485,000	-	485,000	0%
Transfers out	9,625,868	193,354	9,432,514	2%
TOTAL EXPENDITURES	\$ 10,136,808	\$ 200,362	\$ 9,936,446	2%
526 - Sewer SDC				
System Development Charges	\$ 506,270	\$ 366,838	\$ 139,432	72%
Investment revenue	50,000	10,549	39,451	21%
TOTAL REVENUES	\$ 556,270	\$ 377,387	\$ 178,883	68%
Materials and services	\$ 22,050	\$ 3,989	\$ 18,061	18%
Transfers out	1,792,521	1,161,183	631,338	65%
TOTAL EXPENDITURES	\$ 1,814,571	\$ 1,165,173	\$ 649,398	64%
576 - Stormwater SDC				
System Development Charges	\$ 213,310	\$ 209,704	\$ 3,606	98%
Investment revenue	15,000	11,190	3,810	75%
TOTAL REVENUES	\$ 228,310	\$ 220,893	\$ 7,417	97%
Materials and services	\$ 5,750	\$ 1,349	\$ 4,401	23%
Transfers out	253,382	50,763	202,619	20%
TOTAL EXPENDITURES	\$ 259,132	\$ 52,113	\$ 207,019	20%

City of Wilsonville - URA Fund Summaries
Reporting Month: Nov FY 2022

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
800 - Year 2000 Program Income				
Investment revenue	\$ 6,500	\$ 3,546	\$ 2,954	55%
Other revenues	150,000	21,366	128,634	14%
TOTAL REVENUES	\$ 156,500	\$ 24,912	\$ 131,588	16%
Materials and services	\$ 61,000	\$ 35,624	\$ 25,376	58%
TOTAL EXPENDITURES	\$ 61,000	\$ 35,624	\$ 25,376	58%
805 - Year 2000 Capital Projects				
Investment revenue	\$ 75,000	\$ 61,092	\$ 13,908	81%
Other revenues	9,811,524	9,811,524	-	100%
TOTAL REVENUES	\$ 9,886,524	\$ 9,872,616	\$ 13,908	100%
Materials and services	\$ 673,160	\$ 93,406	\$ 579,754	14%
Capital outlay	9,653,000	1,054,246	8,598,754	11%
TOTAL EXPENDITURES	\$ 10,326,160	\$ 1,147,652	\$ 9,178,508	11%
807 - Year 2000 Debt Service				
Taxes	\$ 4,074,200	\$ 2,343,006	\$ 1,731,194	58%
Investment revenue	40,000	12,751	27,249	32%
TOTAL REVENUES	\$ 4,114,200	\$ 2,355,757	\$ 1,758,443	57%
Debt service	\$ 10,412,524	\$ 9,811,685	\$ 600,839	94%
TOTAL EXPENDITURES	\$ 10,412,524	\$ 9,811,685	\$ 600,839	94%
810 - Westside Program Income				
Investment revenue	\$ 1,000	\$ 273	\$ 727	27%
TOTAL REVENUES	\$ 1,000	\$ 273	\$ 727	27%
815 - Westside Capital Projects				
Investment revenue	\$ 6,500	\$ 20,210	\$ (13,710)	311%
Other revenues	6,400,000	6,400,000	-	100%
TOTAL REVENUES	\$ 6,406,500	\$ 6,420,210	\$ (13,710)	100%
Materials and services	\$ 368,780	\$ 2,250	\$ 366,530	1%
Capital outlay	470,000	-	470,000	0%
TOTAL EXPENDITURES	\$ 838,780	\$ 2,250	\$ 836,530	0%
817 - Westside Debt Service				
Taxes	\$ 5,084,500	\$ 2,919,993	\$ 2,164,507	57%
Investment revenue	77,500	41,919	35,581	54%
TOTAL REVENUES	\$ 5,162,000	\$ 2,961,913	\$ 2,200,088	57%
Debt service	\$ 18,809,044	\$ 11,830,026	\$ 6,979,018	63%
TOTAL EXPENDITURES	\$ 18,809,044	\$ 11,830,026	\$ 6,979,018	63%
825 - Coffee Creek Capital Projects				
Investment revenue	\$ 13,500	\$ 1,564	\$ 11,936	12%
TOTAL REVENUES	\$ 13,500	\$ 1,564	\$ 11,936	12%
Materials and services	\$ 148,880	\$ 9,494	\$ 139,386	6%
TOTAL EXPENDITURES	\$ 148,880	\$ 14,294	\$ 134,586	10%
827 - Coffee Creek Debt Service				
Taxes	\$ 350,700	\$ 87,284	\$ 263,416	25%
Investment revenue	1,000	143	857	14%
TOTAL REVENUES	\$ 351,700	\$ 87,427	\$ 264,273	25%
Debt service	\$ 280,000	\$ -	\$ 280,000	0%
TOTAL EXPENDITURES	\$ 280,000	\$ -	\$ 280,000	0%

From the Director

Youth Services staff held the final fall “Storytime at the Barn” with over 80 parents and children attending. Storytime at the barn has been a big hit and will pick back up in January after a special winter themed Storytime mid-December. Toddler Time/Baby Time will continue through December 14. The Teens held their final fall online gaming event. A new StoryWalk went up in Memorial Park.

Adult online programs included an exploration of the Solar System with the Profiles series presentation by Dr. Bill Thierfelder. Genealogy Club held an online meeting welcoming new members. Article Club and the English Class & Conversation Group met. Due to the holidays, Book Club will meet on a special date in December.

In collaboration with the Wilsonville Arts and Culture Council, the Wilsonville Community Portrait Project is on display at the library. The library is the first stop on their “Wilsonville Tour”.

The new furniture for the library has been ordered and we eagerly await its arrival in the coming months.

The library district has been working on a diversity audit for our collections with a third-party vendor. The preliminary results came in and that data will be further mined to each library’s individual collections.

PHOTOS: Storytime at the barn and WA&CC portrait display.

-Shasta Sasser, Interim Library Director





Parks and Recreation Report | November 2021

Directors Report:

The parks team has been busy installing holiday lights to celebrate the season and add beauty to some of our parks during the shorter days that winter brings.

New this year, the lights at Town Center Park accompany a winter themed and family friendly Storywalk, "Ten Ways to Hear Snow" by Cathy Camper. Other programs that have kicked off our 2021 Winterfest include our annual Toy Drive and Senior Stockings. We are especially grateful this time of year to have the privilege of serving such a generous, giving community.

-Kris Ammerman



Recreation Updates:

Wilsonville Winterfest:

The annual Wilsonville Winterfest kicked off just after the Thanksgiving Holiday with a Hunt for the Gingerbread Family Scavenger Hunt, a Letters to Santa Station, and the toy drive. Participants have until December 17 to write their letter to Santa and drop it in the big red mailbox at the Parks and Rec Admin Office in order to get a reply letter from Santa to their home. The annual toy drive runs through December 8, with both Wilsonville Subaru and Wilsonville Orthodontics as additional toy drop off locations during regular business hours.

The Hunt for the Gingerbread family has proven to be a big hit again this year, with many families already entering the drawing. A total of 8 gingerbread people are hidden throughout the City. Clues posted to Wilsonville Parks and Rec Social media hint to their locations. Participants need to take a picture of at least 5 of the gingerbread and they are entered into a drawing for a \$100 REI gift card. Three winners will be chosen on Monday, December 20.

The Obaldia Family, who took part in the scavenger hunt over the weekend of December 4 wrote in an email, "Happy holidays from the de Obaldia family! We had so much fun doing the scavenger hunt together today! Thank you to whoever put this together. It was truly an adventure looking around Wilsonville and the kids were just so proud and excited every time they found a Gingerbread person! Hope this is something we can look forward to every year. Thanks for creating these memories for our family!!"



Families have through Sunday, December 19 to take part in the hunt for the gingerbread family. A list of clues may be found at WilsonvilleParksandRec.com/Winterfest



Upcoming Virtual Event:



VIRTUAL CRAFT
NATURAL ORNAMENTS

DECEMBER 12 10AM FACEBOOK LIVE

SUPPLIES LIST

- Twine, String or Floral Wire
- Scissors
- Natural Greenery like Rosemary, Holly, Lavender, or Pine Foliage
- Dried Orange
- Cinnamon Sticks or Twigs
- Hot Glue Gun and Hot Glue Sticks



CNVFILLM FF1



Parks & Rec 2021



Community Center Updates:

Indoor Fitness Classes Resume:

November brought the long awaited return of one of the Community Center’s most popular fitness classes. Healthy Bones and Balance, taught by Fitness Specialist Brad More, returned to the Community Center for the first time since March 2020. The two sessions of the class each filled with 16 participants and both had a waitlist. The total capacity for the class was reduced from its usual 20+ in an effort to give participants more room to spread out and maneuver. Additionally, Community Center staff was able to secure the services of a new Tai Chi Instructor following the retirement of the Center’s long-tenured instructor. Two levels of Tai Chi classes will return to the Community Center in January.



Piecemakers Placemats:

The Wilsonville Piecemakers, a Parks and Recreation Department supported quilting group, recently made holiday placemats for the Community Center’s Home Delivered Meal Clients. With help from SMART drivers, the placemats were delivered to home-bound seniors during the month of November.

ID Theft & Scams and Fall Prevention lectures a success:

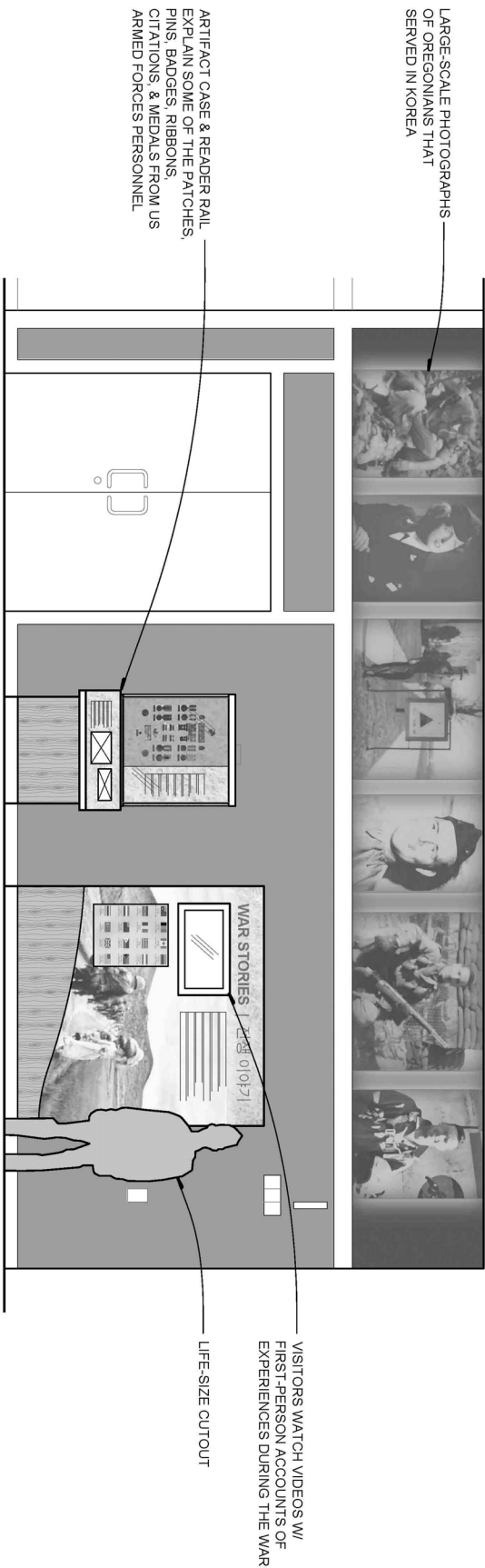
The Community Center welcomed Officer Sara McClurg and Officer Julie Fanger from the Clackamas County Sheriff’s Office as they presented a free lecture on ID Theft and Scams. Attendees were made aware of current scams, the tactics thieves use, and how to keep themselves safe. Also in November, Dr. Dave Duemling of Family Chiropractic and NW Wellness Center presented a fall prevention workshop. The workshop helped attendees to determine their risk of falling through a personal risk assessment and gave those in attendance a toolbox of strength and mobility building exercises.



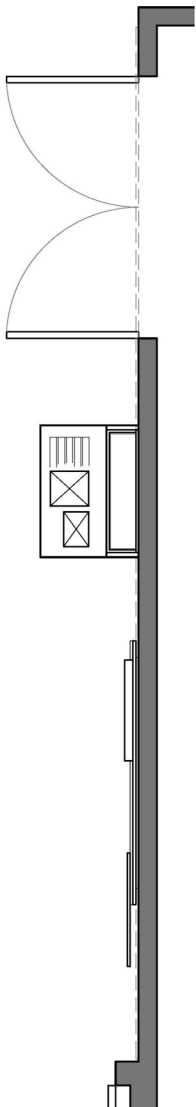
Korean War Memorial Interpretive Center design moves forward:

The design committee met with Formations to review the 50% design plans. The committee was generally in agreement and happy with the elements presented. Small revisions and additions are being sent back to Formations for integration into a future “final” design. (See design on next page)

EX05



1 ELEVATION @ EX02: OREGONIANS IN KOREA & EX05: OREGONIAN VETERANS FRIEZE
SCALE: 3/8" = 1'-0"



2 PLAN @ EX02: OREGONIANS IN KOREA & EX05: OREGONIAN VETERANS FRIEZE
SCALE: 3/8" = 1'-0"

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FORMATIONS
EXHIBITS + GRAPHICS + TECHNOLOGY

821 SE 820th Ave
Portland, OR 97214
503.666.7110 main
503.666.7188 fax

DESIGNER
CJ
DRAWN BY
JMP

PROJECT
OREGON KOREAN WAR
MEMORIAL INTERPRETIVE CENTER

TITLE
PLAN & ELEVATION @
EX02: OREGONIANS IN KOREA
EX05: OREGONIAN VETERANS FRIEZE

JOB NO.
656
PHASE
2A CONCEPT DESIGN 50%

ISSUE DATE
11.22.21

REVISIONS

SHEET

Board Highlights

Kitakata Sister City Advisory Board: The Kitakata Sister City Advisory Board met in November to discuss a number of upcoming plans for programs and events including Cherry Blossom Week in early April and a tea ceremony class in 2022. The board also discussed partnering with local organizations such as Sake One and the Japanese American Society of Oregon to run programs that highlight the sister city relationship. The board will meet virtually with Kitakata, Japan on December 8 to discuss a near future pen-pal program.

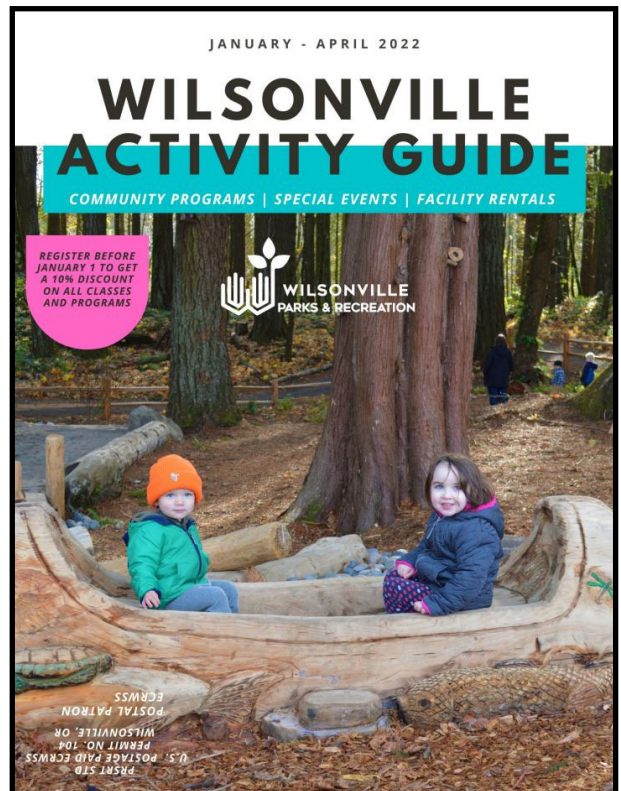
Other General Updates:

Winter/Spring 2022 Registration Opens December 13

The Winter/Spring Activity Guide is complete, and registration begins on December 13! This activity guide covers rental opportunities, special events, no-school day programs, exercise classes and more! New this year are a series of green workshops taught by our very own Parks Maintenance Specialist, Chris Delk, as well as, a series of Sound Bath Meditation classes taught by a new instructor, Melanie Meherin.

Nature Play Grand Opening

The Parks team held a wonderful Grand Opening Ceremony for the completion of the Nature Play area in Memorial Park this month. The team provided free apple cider and donuts and invited community members, staff, and council members to join in a ribbon cutting ceremony. Several families and their kids turned out for the event, which provided staff a great opportunity to take some wonderful photos— check out the cover of our newest activity guide!



Parks Team

Wilsonville Winterfest Lights

The Parks team spent the month of November getting set up for the Wilsonville Winterfest Lights. This year the team worked to develop a new light display. The display this year was installed with a desire to create an inclusive and accessible holiday light display for the community. This year it took almost 150 team hours to complete the light installation in Town Center Park.



Shelter Preparations



Shelter Completed

Working With The Community

The Parks team has had the great privilege of working with Wilsonville High School's Adult Transition Services, over the last four months. Jose and Alex have worked alongside Chris Delk on landscaping projects in Memorial Park and Murase Plaza. Jose and Alex have been an excellent addition to our team, working three days a week for a three hours each day. Please join our team in thanking Jose and Alex for all of their help serving the community.



Prepping For The Project

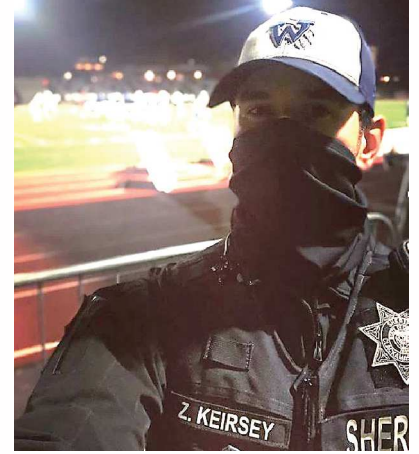


Newly Planted Tree



City of Wilsonville Police

November 2021



Our School Resource Officer (SRO), Deputy Zach Keirsey, has been connecting with Wilsonville’s schools in a variety of ways. Pictured here, left to right, are photographs taken at the Wilsonville High School art installation for Transgender Remembrance, Lowrie Primary—where he took a quick trip down their slide, and at one of the high school’s football games.

No stranger to the Wilsonville Police Department, Detective Scott Eggleston joined us in late November. He replaced Detective Corey Alexander, who promoted to a supervisory position at the Clackamas County Sheriff’s Office Brook’s Building.

Eggleston was hired by Clackamas County in January of 2000. By early 2004 he was working as an officer in the City of Wilsonville, until he promoted from deputy to detective in March of 2007. As a detective, Eggleston worked hundreds of cases. He comes to us from the Sheriff’s Property Crimes Unit. We are extremely please to have him on board.



We heard from Joel Valenti, who wrote in to commend one of our officers. Deputy Isaac Bailey assisted him and his wife when a tire on their vehicle went flat.

Thank You

We celebrated the return of *Coffee with a Cop!* Kara Ilg, store manager of the Starbucks location at 30299 SW Boones Ferry Rd #120, hosted this event on November 17. It was a lot of fun mixing with the public and Starbucks staff.



WILSONVILLE MONTHLY ACTIVITY REPORT November 2021

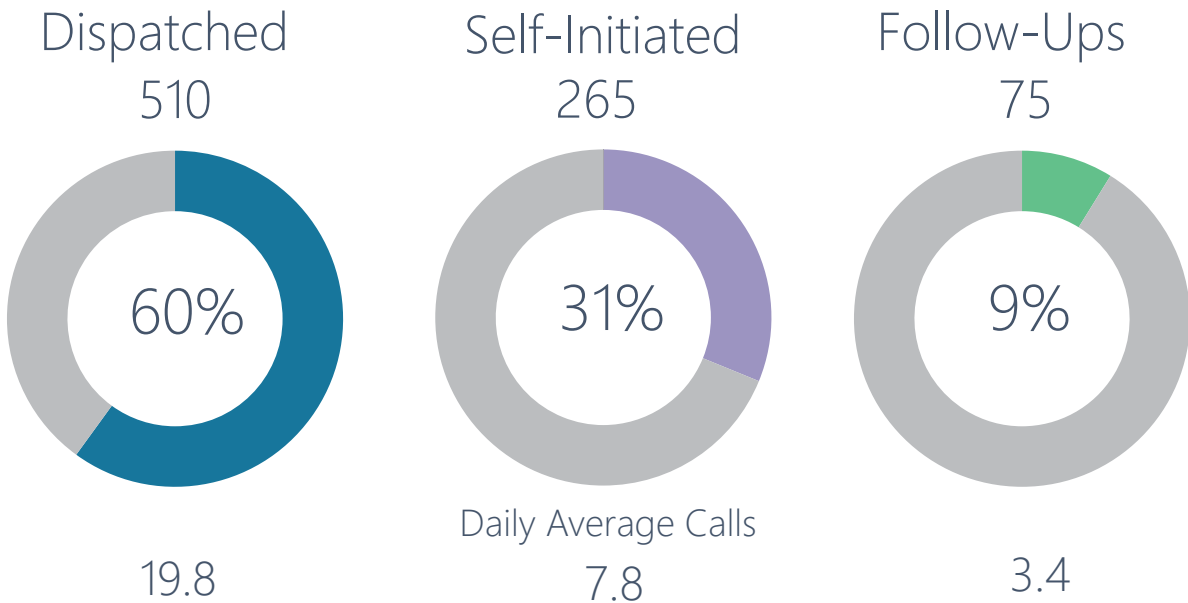
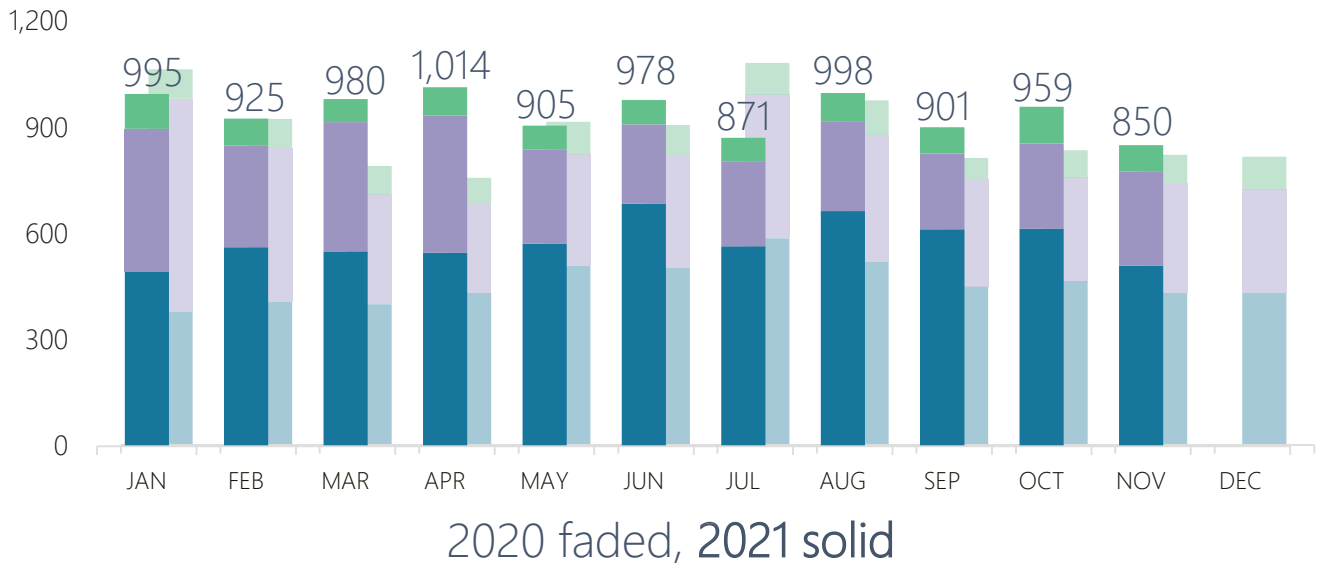


CITY OF WILSONVILLE POLICE DEPARTMENT
30000 SW Town Center Loop
Wilsonville, OR 97070

In Partnership with

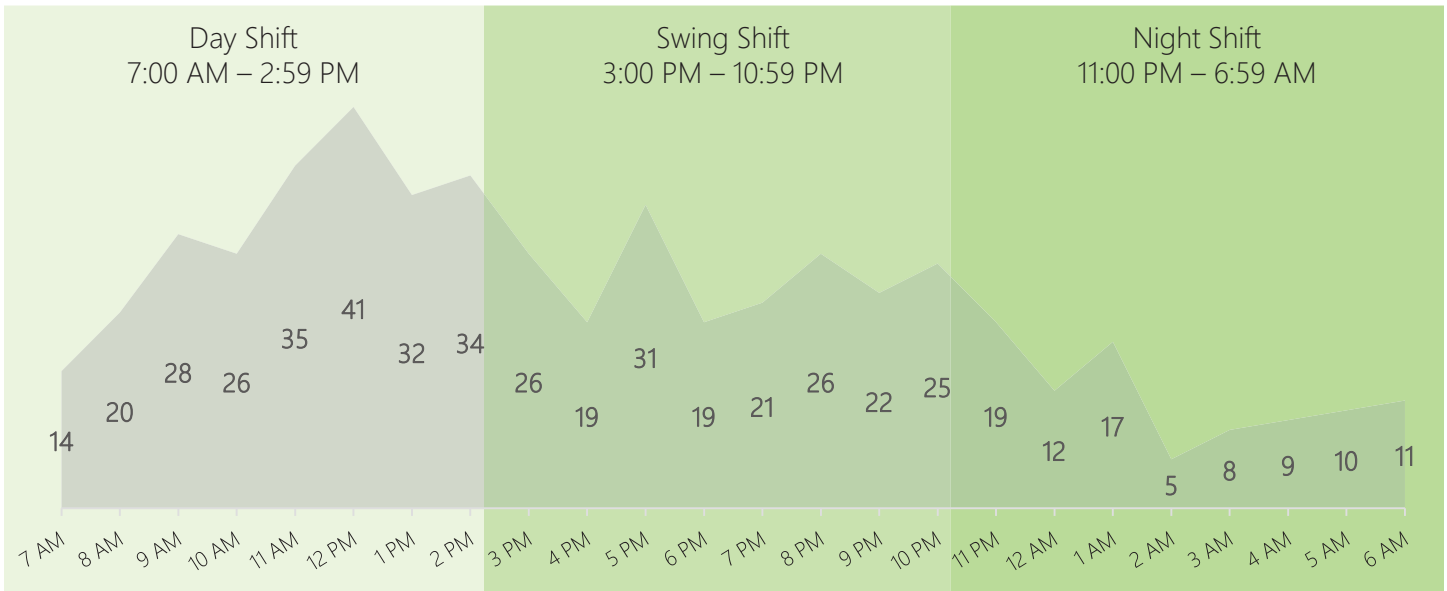


**Clackamas County
Sheriff's Office**



Median Hold & Response Times for Dispatched Calls		
Duration Type	All Calls	Priority 1 & 2 Calls
Hold Duration (Input to Dispatch)	3:41	2:01
Response Duration (Dispatch to Arrival)	6:09	5:24

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



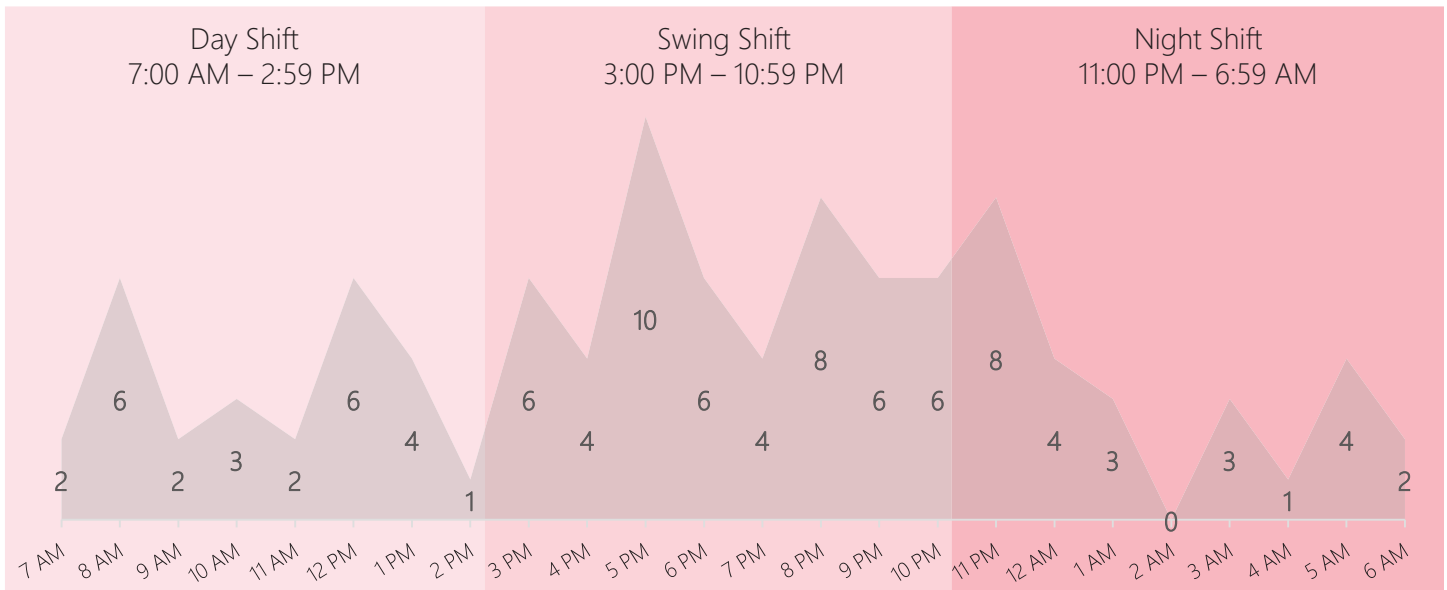
45%

37%

18%

All Calls

510 calls



25%

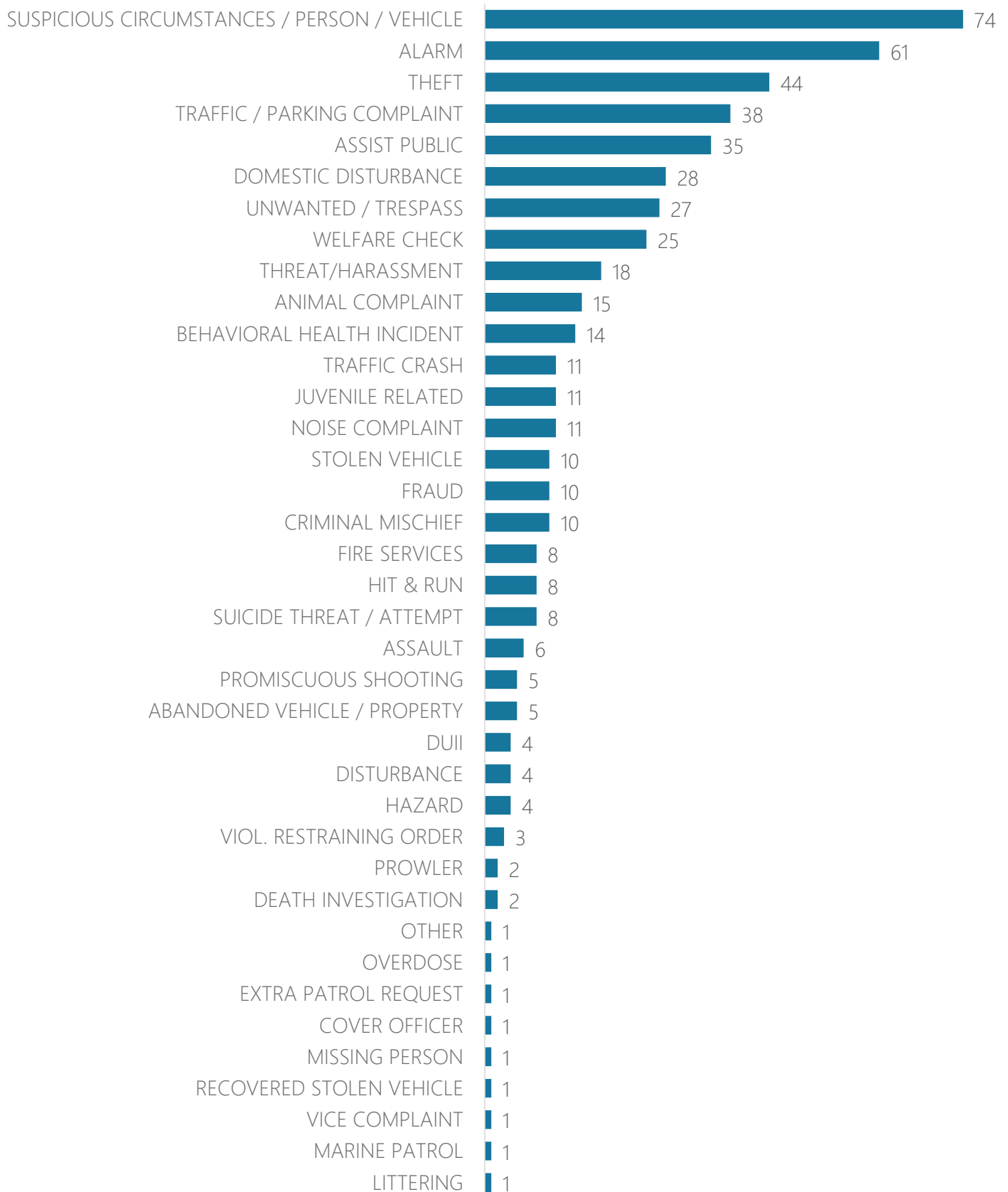
50%

25%

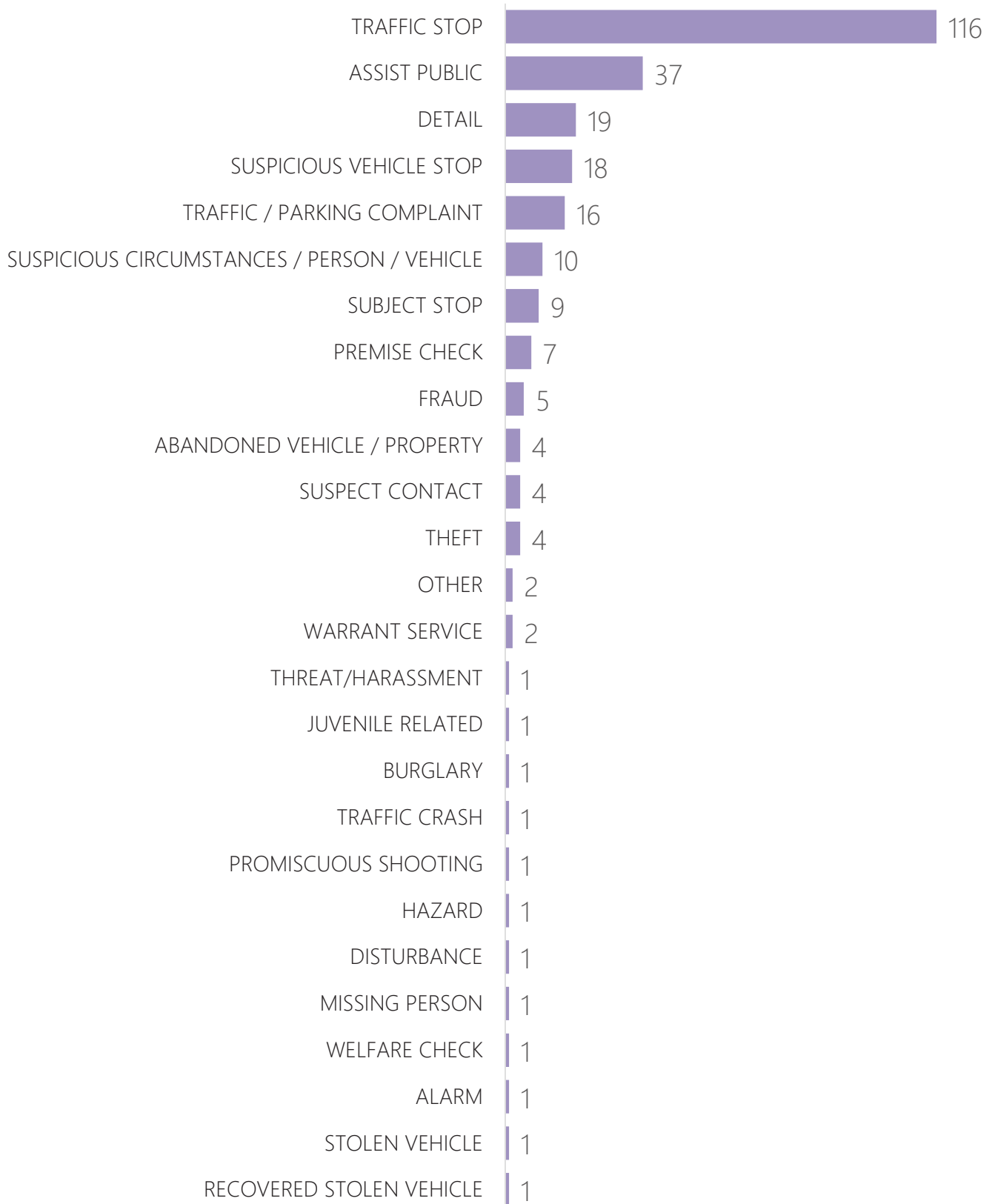
Priority 1 & 2 Calls

101 calls

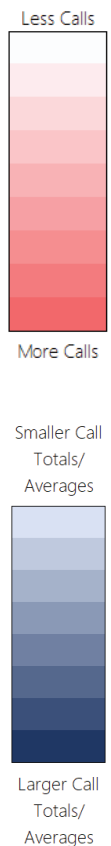
Dispatched Call Types



Self-Initiated Call Types

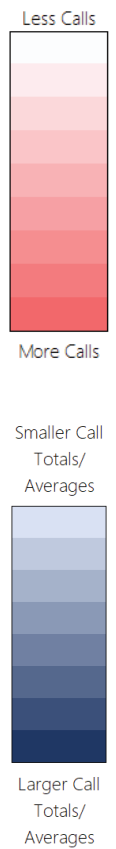


Dispatched Call Types	2020	2021										Rolling Monthly Average	
	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
ABANDONED VEHICLE / PROPERTY	6	7	7	10	18	16	12	8	9	15	8	5	10.1
ALARM (2nd)	38	48	69	49	49	63	83	54	45	44	41	61	53.7
ANIMAL COMPLAINT	18	13	17	21	17	9	35	24	24	23	15	15	19.3
ASSAULT	2	4	7	3	2	3	13	0	9	4	6	6	4.9
ASSIST PUBLIC (5th)	28	31	34	24	31	41	44	38	41	24	28	35	33.3
BEHAVIORAL HEALTH INCIDENT	26	16	35	37	12	16	23	26	40	39	22	14	25.5
BURGLARY	8	3	1	3	0	7	6	10	7	5	4	0	4.5
COVER OFFICER	1	0	1	2	1	1	1	2	2	1	3	1	1.3
CRIMINAL MISCHIEF	16	7	7	6	12	8	19	13	8	10	9	10	10.4
DEATH INVESTIGATION	3	3	2	3	4	2	6	3	3	1	1	2	2.8
DISTURBANCE	7	7	7	4	10	4	9	4	8	6	6	4	6.3
DOMESTIC DISTURBANCE	25	35	32	33	32	39	29	23	32	23	27	28	29.8
DUII	6	4	6	3	6	7	5	7	4	4	2	4	4.8
EXTRA PATROL REQUEST	0	1	0	1	2	3	2	0	2	0	1	1	1.1
FIRE SERVICES	7	3	10	7	5	4	11	10	6	11	9	8	7.6
FRAUD	25	16	22	23	14	19	18	10	22	15	15	10	17.4
HAZARD	9	4	14	5	8	8	8	5	9	7	4	4	7.1
HIT & RUN	12	19	11	9	10	15	14	15	12	13	19	8	13.1
JUVENILE RELATED	18	10	10	10	14	25	21	12	15	22	16	11	15.3
LITTERING	0	1	0	0	0	1	1	1	0	2	0	1	0.6
MARINE PATROL	0	0	0	0	0	1	2	1	0	0	0	1	0.4
MARINE RESCUE	0	0	0	0	0	0	0	1	0	0	0	0	0.1
MENACING	0	0	1	3	1	2	1	1	1	0	1	0	0.9
MINOR IN POSSESSION	0	0	0	0	1	1	3	1	3	0	2	0	0.9
MISSING PERSON	6	7	1	5	4	4	1	3	2	6	2	1	3.5
NOISE COMPLAINT	3	15	9	6	13	12	10	15	16	8	15	11	11.1
OTHER	2	0	0	1	2	0	1	0	2	1	0	1	0.8
OVERDOSE	1	2	1	4	1	0	1	0	1	0	0	1	1.0
PREMISE CHECK	0	0	1	0	1	0	3	0	1	1	0	0	0.6
PROMISCUOUS SHOOTING	0	1	4	0	0	0	3	0	0	1	3	5	1.4
PROWLER	0	0	0	0	0	1	1	2	0	0	0	2	0.5
RECOVERED STOLEN VEHICLE	1	3	1	0	0	0	3	2	0	3	4	1	1.5
ROBBERY	0	1	0	0	0	0	1	0	0	0	1	0	0.3
SEX CRIMES	4	0	1	1	2	1	2	3	3	2	1	0	1.7
SHOOTING	1	0	0	0	1	0	0	0	0	0	0	0	0.2
STOLEN VEHICLE	7	8	7	7	1	6	11	2	15	13	11	10	8.2
SUICIDE THREAT / ATTEMPT	9	13	6	8	13	18	12	17	8	9	9	8	10.8
SUSPECT CONTACT	0	0	0	0	0	0	1	1	1	1	0	0	0.3
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE (1st)	77	68	74	78	88	91	89	78	78	103	89	74	82.3
THEFT (3rd)	47	46	46	37	46	23	39	38	70	51	55	44	45.2
THREAT/HARASSMENT	20	16	21	20	17	26	18	24	31	19	33	18	21.9
TRAFFIC / PARKING COMPLAINT	18	19	16	30	35	19	31	41	41	37	28	38	29.4
TRAFFIC CRASH	17	9	10	14	15	22	10	14	16	17	12	11	13.9
UNWANTED / TRESPASS	27	23	26	30	17	20	20	22	34	28	20	27	24.5
VICE COMPLAINT	4	0	3	5	7	4	3	3	3	2	3	1	3.2
VIOL. RESTRAINING ORDER	5	1	0	3	3	1	3	2	3	4	1	3	2.4
WARRANT SERVICE	0	1	0	0	1	1	3	1	2	1	0	0	0.8
WELFARE CHECK (4th)	22	28	42	45	31	28	53	28	35	37	27	25	33.4
Grand Total	526	493	562	550	547	572	685	565	664	613	553	510	570.0



*Top 5 dispatched call types in last 12 months in red

Self-Initiated Call Types	2020	2021											Rolling Monthly Average
	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
ABANDONED VEHICLE / PROPERTY	6	2	5	4	4	5	10	6	10	8	7	4	5.9
ALARM	0	2	0	1	1	1	1	2	0	0	0	1	0.8
ANIMAL COMPLAINT	2	1	3	1	0	1	1	0	2	0	1	0	1.0
ASSAULT	0	1	0	0	0	0	0	0	0	0	0	0	0.1
ASSIST PUBLIC (3rd)	22	21	16	20	27	26	28	26	30	43	40	37	28.0
BEHAVIORAL HEALTH INCIDENT	0	0	2	0	1	0	0	0	1	1	2	0	0.6
BURGLARY	0	1	0	0	0	0	0	0	0	0	0	1	0.2
COVER OFFICER	0	0	0	0	0	0	0	0	0	0	1	0	0.1
CRIMINAL MISCHIEF	0	0	0	0	1	1	0	0	1	1	1	0	0.4
DETAIL	0	0	0	0	0	0	0	0	0	0	0	19	1.6
DISTURBANCE	1	0	0	0	0	0	0	0	0	0	0	1	0.2
DOMESTIC DISTURBANCE	1	1	1	0	0	0	1	1	1	0	0	0	0.5
DUII	0	0	0	0	0	0	1	0	0	0	0	0	0.1
EXTRA PATROL REQUEST	0	1	1	1	0	3	2	0	0	4	1	0	1.1
FIRE SERVICES	0	1	0	0	0	0	0	0	0	0	0	0	0.1
FRAUD	0	2	2	2	0	3	0	3	0	3	2	5	1.8
HAZARD	2	4	19	4	2	1	1	1	4	2	1	1	3.5
HIT & RUN	0	0	0	0	0	2	0	1	1	0	0	0	0.3
JUVENILE RELATED	0	1	0	1	0	0	0	0	1	0	4	1	0.7
K9 REQUEST	0	2	1	0	0	0	0	0	0	0	0	0	0.3
MISSING PERSON	0	0	0	0	0	0	0	0	0	0	0	1	0.1
NOISE COMPLAINT	0	0	1	0	0	0	0	1	0	0	0	0	0.2
OTHER	2	4	2	12	13	7	2	5	2	6	4	2	5.1
PREMISE CHECK (4th)	51	47	12	13	13	12	8	8	8	2	1	7	15.2
PROMISCUOUS SHOOTING	0	0	0	0	0	0	0	0	0	0	0	1	0.1
PURSUIT	0	1	0	1	2	2	2	2	1	0	0	0	0.9
RECOVERED STOLEN VEHICLE	3	1	0	1	3	1	0	0	0	1	0	1	0.9
SEX CRIMES	1	0	0	0	0	0	0	0	0	0	0	0	0.1
STOLEN VEHICLE	1	0	0	0	0	1	0	0	0	1	0	1	0.3
SUBJECT STOP	14	20	12	13	10	13	15	13	10	2	8	9	11.6
SUICIDE THREAT / ATTEMPT	0	0	0	0	0	0	0	0	0	0	1	0	0.1
SUSPECT CONTACT	0	3	1	1	2	3	2	1	2	0	1	4	1.7
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	4	7	5	1	4	4	7	3	3	3	4	10	4.6
SUSPICIOUS VEHICLE STOP (2nd)	83	84	51	75	39	41	48	39	25	20	9	18	44.3
THEFT	1	1	1	0	0	1	1	0	2	2	2	4	1.3
THREAT/HARASSMENT	1	0	0	0	0	0	0	2	0	1	0	1	0.4
TRAFFIC / PARKING COMPLAINT (5th)	6	10	7	18	16	15	8	5	12	13	19	16	12.1
TRAFFIC CRASH	2	0	0	2	1	1	1	2	3	0	1	1	1.2
TRAFFIC STOP (1st)	152	184	143	191	244	120	84	115	130	99	113	116	140.9
UNWANTED / TRESPASS	0	0	0	1	0	1	0	0	0	0	0	0	0.2
VICE COMPLAINT	0	0	0	0	0	0	0	1	0	0	0	0	0.1
WARRANT SERVICE	0	0	0	2	1	0	1	1	2	1	2	2	1.0
WELFARE CHECK	0	1	2	0	2	1	0	0	1	1	0	1	0.8
Grand Total	355	403	287	365	386	266	224	238	252	214	225	265	290.0



*Top 5 dispatched call types in last 12 months in red

Dispatched Call Types

Dispatched	November		%
	2020	2021	Difference
PROMISCUOUS SHOOTING	1	5	400%
ASSAULT	2	6	200%
HIT & RUN	3	8	167%
NOISE COMPLAINT	7	11	57%
ANIMAL COMPLAINT	10	15	50%
STOLEN VEHICLE	7	10	43%
TRAFFIC / PARKING COMPLAINT	27	38	41%
DOMESTIC DISTURBANCE	22	28	27%
ASSIST PUBLIC	30	35	17%
THEFT	39	44	13%
UNWANTED / TRESPASS	25	27	8%
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	70	74	6%
ALARM	60	61	2%
COVER OFFICER	1	1	0%
WELFARE CHECK	27	25	-7%
FIRE SERVICES	9	8	-11%
JUVENILE RELATED	13	11	-15%
THREAT/HARASSMENT	23	18	-22%
VIOL. RESTRAINING ORDER	4	3	-25%
TRAFFIC CRASH	15	11	-27%
CRIMINAL MISCHIEF	14	10	-29%
DISTURBANCE	6	4	-33%
SUICIDE THREAT / ATTEMPT	13	8	-38%
HAZARD	7	4	-43%
FRAUD	18	10	-44%
BEHAVIORAL HEALTH INCIDENT	27	14	-48%
ABANDONED VEHICLE / PROPERTY	10	5	-50%
DEATH INVESTIGATION	4	2	-50%
RECOVERED STOLEN VEHICLE	2	1	-50%
DUII	12	4	-67%
EXTRA PATROL REQUEST	3	1	-67%
MISSING PERSON	3	1	-67%
VICE COMPLAINT	3	1	-67%
BURGLARY	3	0	-100%
MINOR IN POSSESSION	2	0	-100%
SEX CRIMES	2	0	-100%
SUSPECT CONTACT	2	0	-100%
WARRANT SERVICE	1	0	-100%
LITTERING	0	1	NC
MARINE PATROL	0	1	NC
OTHER	0	1	NC
OVERDOSE	0	1	NC
PROWLER	0	2	NC
Grand Total	527	510	-3%

Increase

Decrease

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

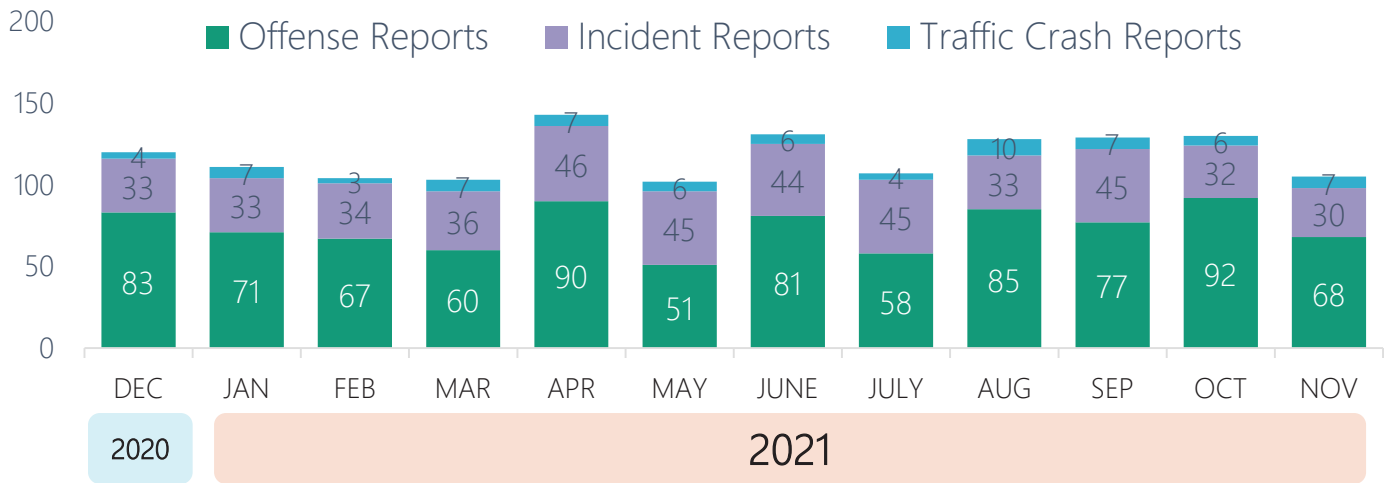
Self-Initiated Call Types

Self-Initiated Call Type	November		% Difference
	2020	2021	
WARRANT SERVICE	1	2	100%
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	6	10	67%
ASSIST PUBLIC	24	37	54%
TRAFFIC / PARKING COMPLAINT	11	16	45%
SUSPECT CONTACT	3	4	33%
SUBJECT STOP	7	9	29%
RECOVERED STOLEN VEHICLE	1	1	0%
TRAFFIC STOP	155	116	-25%
TRAFFIC CRASH	2	1	-50%
ABANDONED VEHICLE / PROPERTY	9	4	-56%
OTHER	6	2	-67%
WELFARE CHECK	3	1	-67%
PREMISE CHECK	33	7	-79%
HAZARD	5	1	-80%
SUSPICIOUS VEHICLE STOP	96	18	-81%
ANIMAL COMPLAINT	2	0	-100%
BEHAVIORAL HEALTH INCIDENT	1	0	-100%
CRIMINAL MISCHIEF	1	0	-100%
EXTRA PATROL REQUEST	7	0	-100%
FIRE SERVICES	1	0	-100%
SUICIDE THREAT / ATTEMPT	1	0	-100%
UNWANTED / TRESPASS	1	0	-100%
ALARM	0	1	NC
BURGLARY	0	1	NC
DISTURBANCE	0	1	NC
FRAUD	0	5	NC
JUVENILE RELATED	0	1	NC
MISSING PERSON	0	1	NC
PROMISCUOUS SHOOTING	0	1	NC
STOLEN VEHICLE	0	1	NC
THEFT	0	4	NC
THREAT/HARASSMENT	0	1	NC
DETAIL	0	19	NC
Grand Total	376	265	-30%

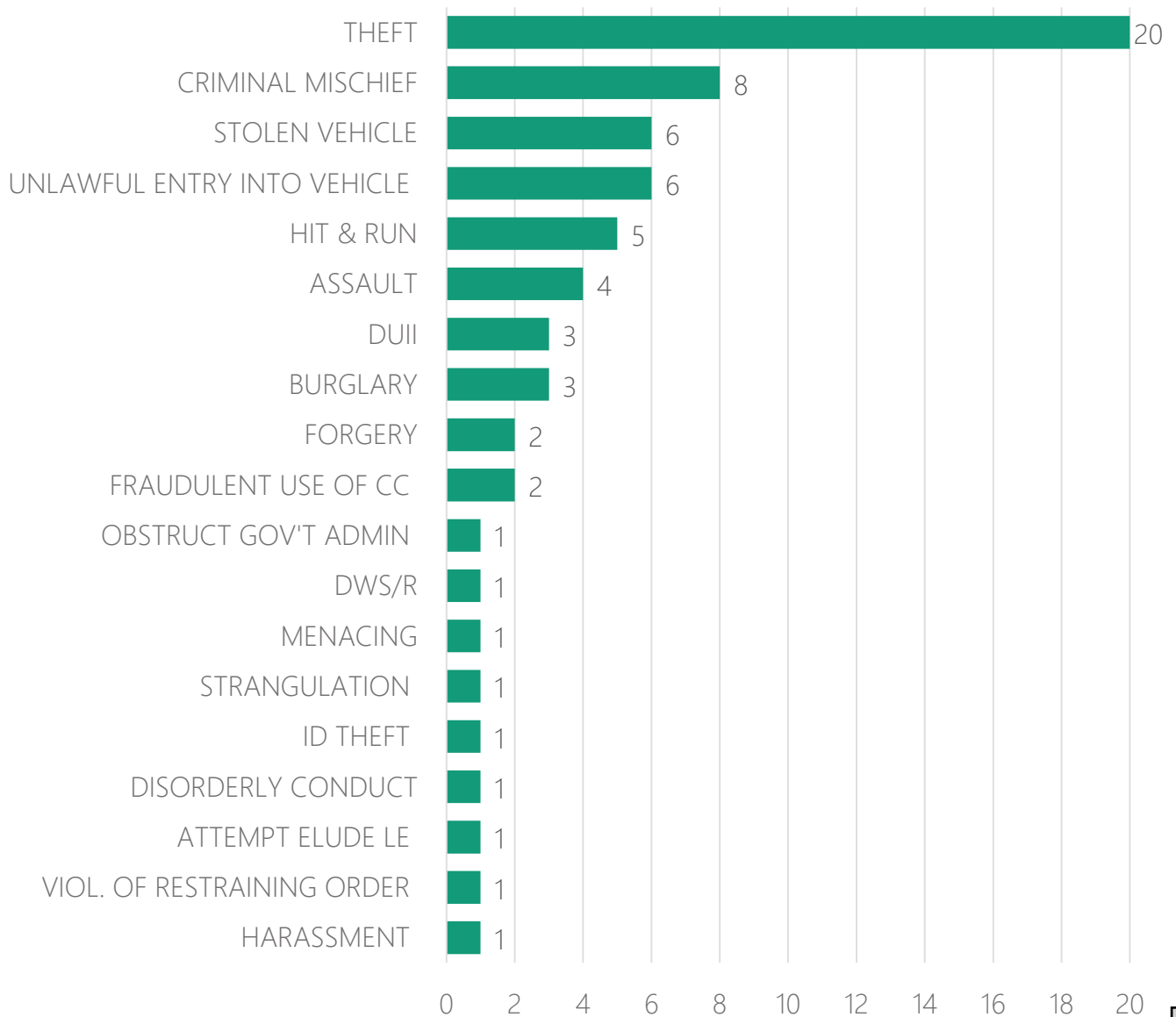
Increase

Decrease

Monthly Reports Written

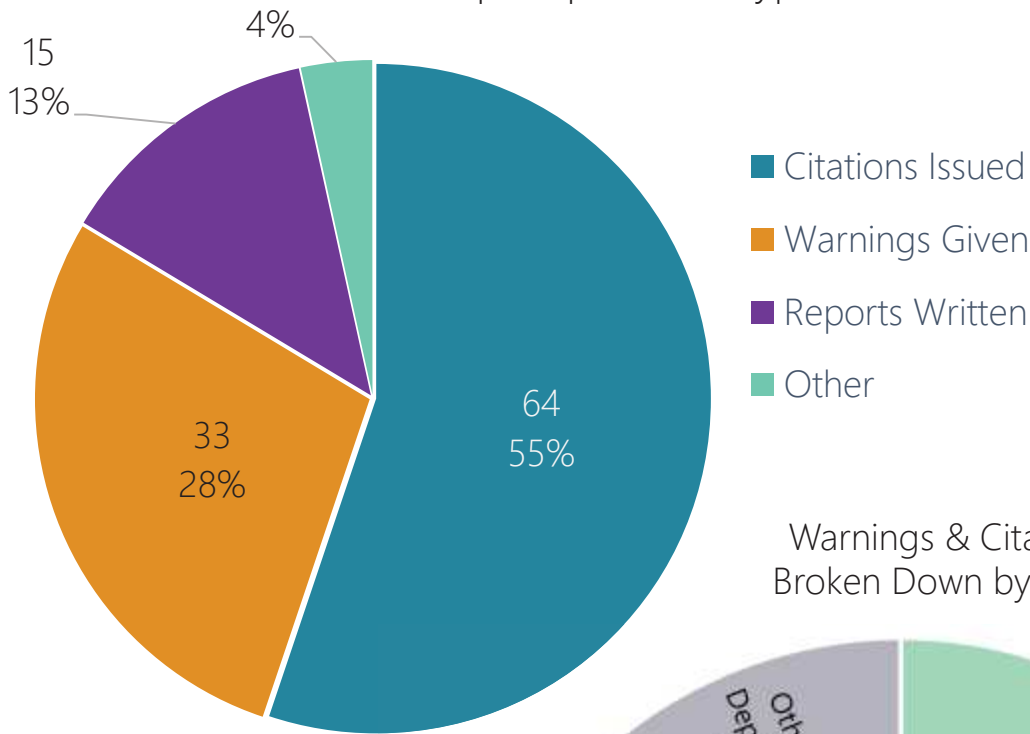


Offense Reports Written Breakdown by Top Charge



In November 2021, **116** traffic stops were made within the city limits, resulting in **64** citations issued, **33** warnings given, and **15** offense/incident report created. Of the **64** citations issued, **127** violations were included (see next slide).

4 Traffic Stop Dispositions Types

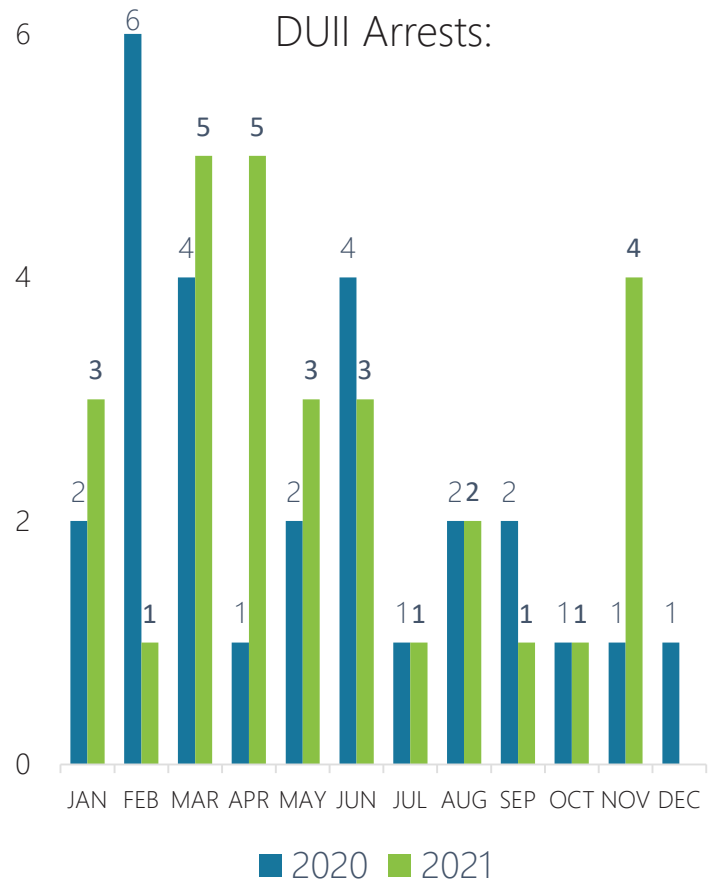
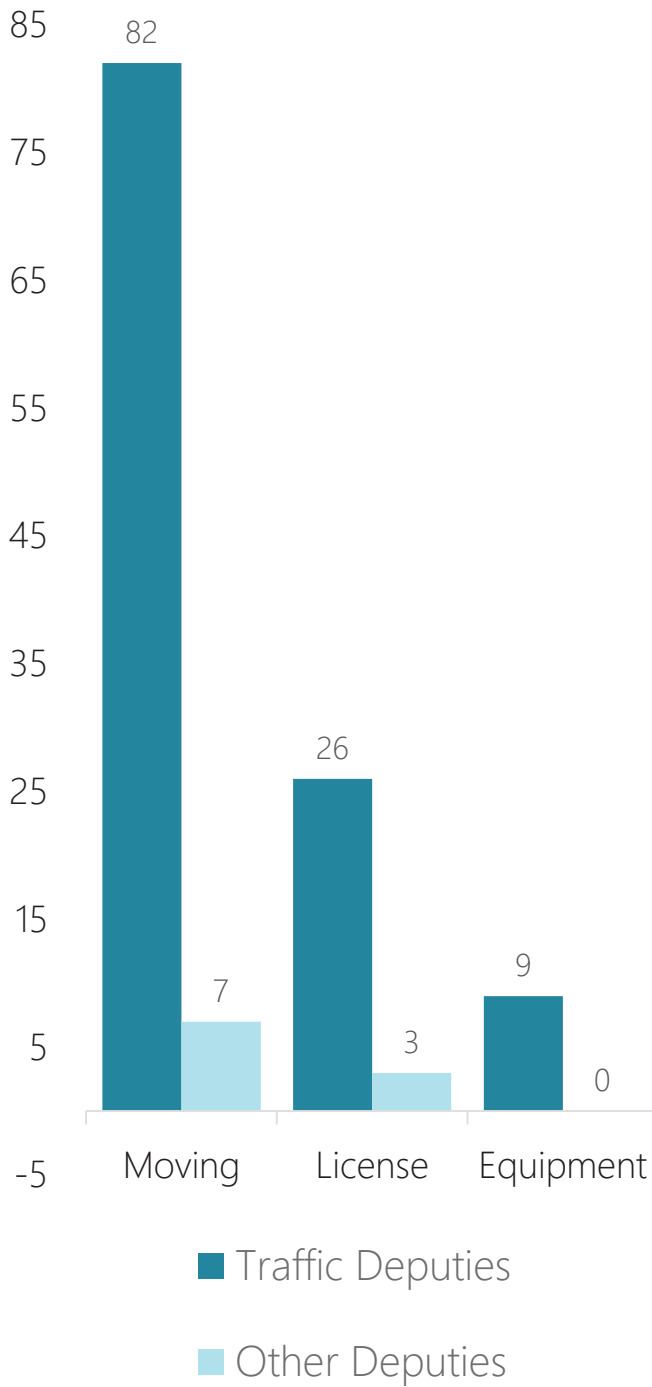


Warnings & Citations Issued Broken Down by Deputy Type

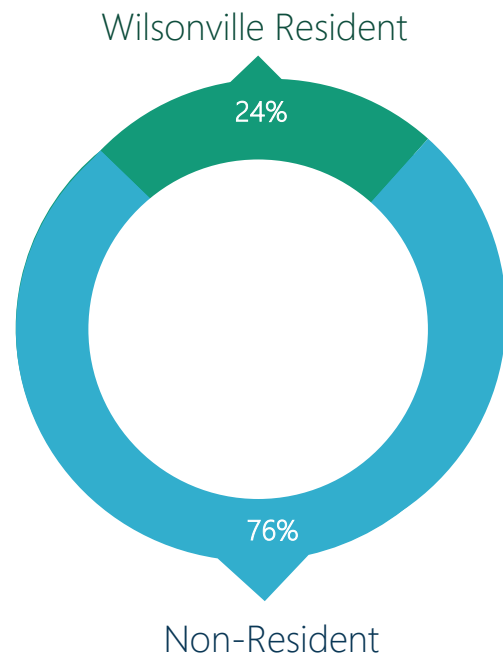


Citation Types Issued:

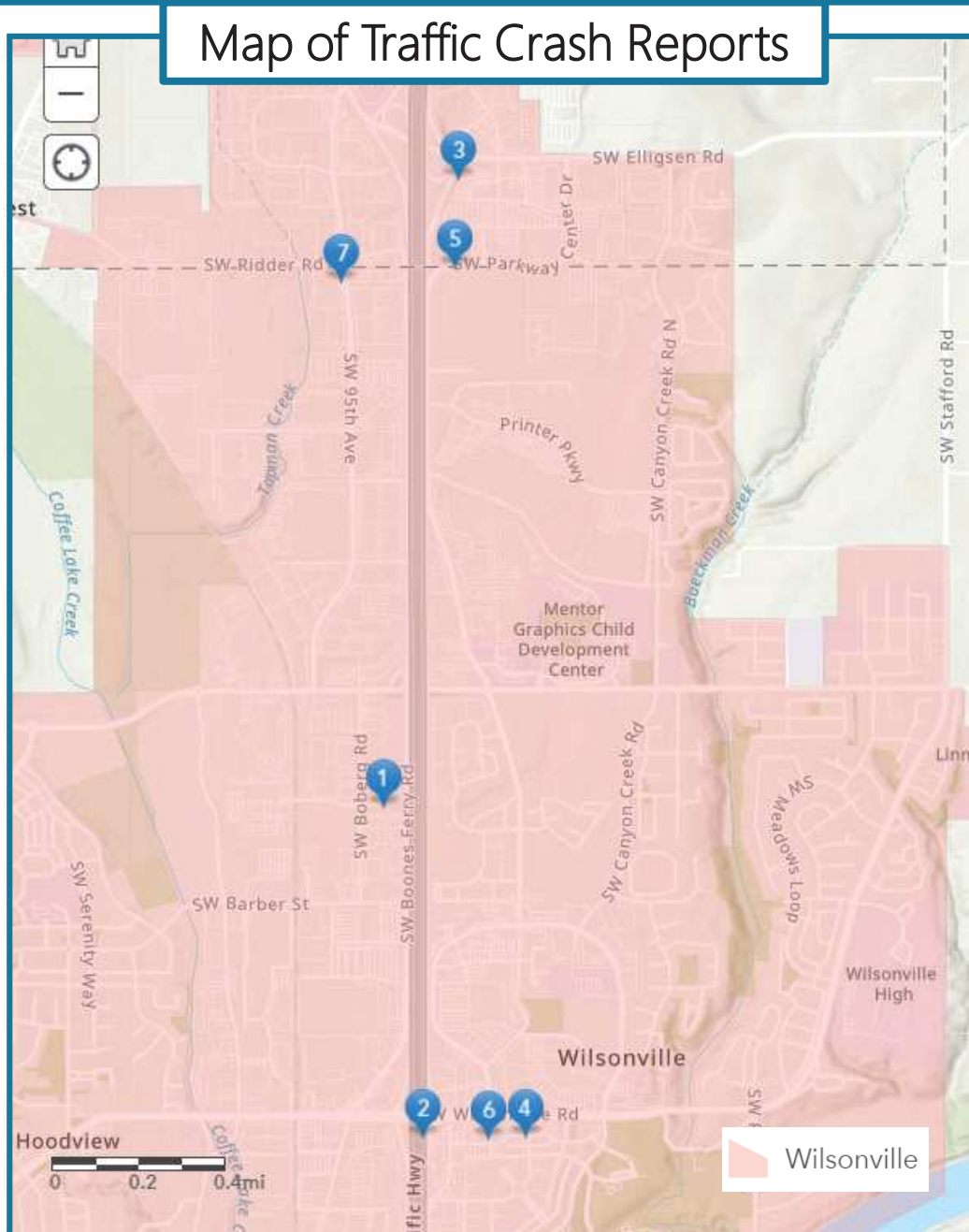
Of the 64 citations issued, 127 violations were included in the following types:



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



Map #	Case	Date	Address
1	21-024453	Nov 11	28455 SW BOONES FERRY RD
2	21-024646	Nov 13	SW WILSONVILLE RD & I5 FWY NB
3	21-024663	Nov 14	ELLIGSEN-I5 RAMP SB & SW BOONES FERRY RD
4	21-025131	Nov 19	8283 SW WILSONVILLE RD
5	21-025298	Nov 21	25925 SW HEATHER PL
6	21-025559	Nov 24	SW WILSONVILLE RD & SW TOWN CENTER LOOP W
7	21-025791	Nov 28	SW RIDDER RD & SW 95TH AVE



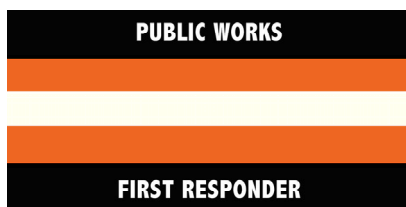
From The Director's Office:

Seismic retrofit improvements to the Willamette River Water Treatment Plant raw water pump (RWP) station are complete.

The RWP building houses the caisson and pumps that delivers raw water to both the City's and the Willamette Water Supply Program's water treatment plants. The reinforcement work will protect this facility during a major earthquake and help ensure the continuous supply of potable water after a seismic event. This work compliments the previously completed riverbank stabilization improvements.

RWP building retrofit work included the careful removal of exterior brick sections and installation of temporary shoring to support the structure's roof and walls which were then disconnected from the roof deck. New steel-reinforced, high-strength concrete walls were constructed around the exterior of the existing concrete masonry walls. Underground grade beams and roof-load transfer beams were installed to distribute forces during an earthquake and to tie the existing roof into the new concrete walls.

This challenging work was completed while the pump station remained in full operation. The work was successfully completed due to careful planning, close coordination, and exacting execution.



Best Regards,
Delora Kerber, Public Works Director

Facilities

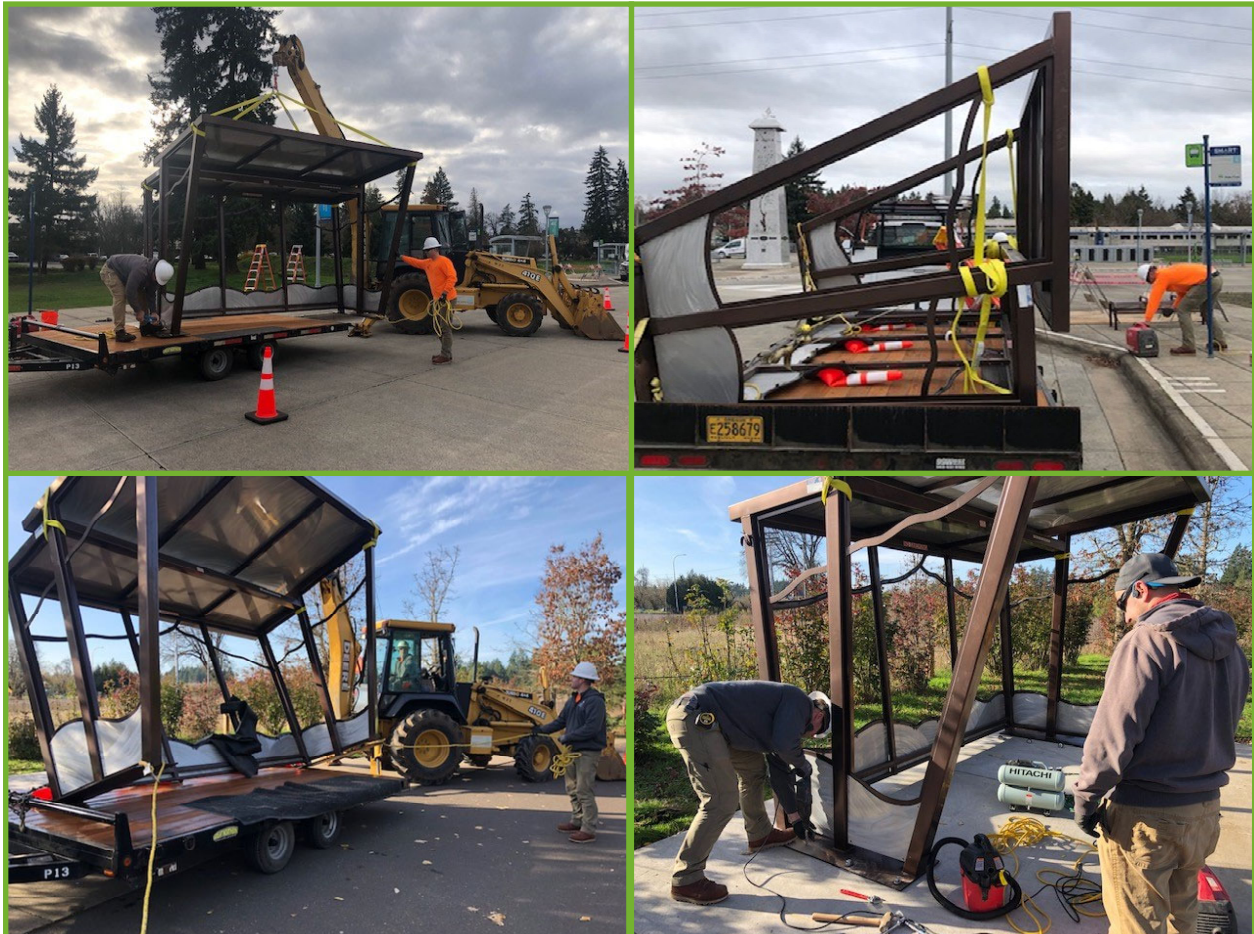
Relocating Bus Shelter

The crew assisted the Transit department to relocate one of the artistic bus shelters at the WES bus station to a new location at Graham Oaks Nature Park. After removing the decorative glass inserts, staff utilized a backhoe loader to place the shelter on a flatbed trailer. The shelter was delivered to the transit maintenance yard where the structure was pressure washed and the bottom of the mounting plates were given new coat of primer.

Next the shelter was moved to the Graham Oaks Nature park where it was carefully picked from the trailer and placed in its new resting place. Sixteen holes were drilled in the concrete to receive the new anchor bolts and the shelter was bolted securely in place. The crew will now work on reinstalling the decorative glass into the shelter frame.



Trevor removing glass panels



Loading the bus shelter structure and relocating it to Graham Oaks Nature Park

Facilities cont.

Just a Bit of Housekeeping

Taking advantage of the dry weather break, Robert Todd, Facilities Maintenance Specialist, completed much-needed striping in the Art Tech parking lot. To ensure that the paint adhered to the pavement, the lines were heated with a propane torch to dry up any dampness and remove moss build up. These are temporary markings as the parking lot is due to be slurry sealed and restriped next spring.



Prepping for striping



Applying paint

The maintenance team stayed vigilant on leaf removal duty at City facilities, keeping the landscape beds tidy and ensuring that sidewalks and curbs were clear.



Raking leaving into the leaf vacuum

Facilities cont.

Holiday Decorations

Staff have been hard at work this month to add some cheer to our buildings. The entire team worked together to pull the decorations out of storage and have them in place prior to the Thanksgiving holiday weekend.



Facilities cont.

It's feeling festive at the City—Happy Holidays from Public Works!



Roads

Holiday Tree Lights

The Roads department spent a full week trimming trees and installing lights along Wilsonville Road. After approximately 100 work hours and 3,000 feet of lights, the section between Boones Ferry Road and Town Center Loop East is more merry and bright. A special thanks to Gio Bazan, one of our Roads Maintenance Specialists, who took the lead on holiday decorating and to the City of Oregon City for loaning our staff a bucket truck to complete the project.



Gio and Ricardo shaping the cypress



Holiday tree "glow up"

Roads cont.

Getting a Lift for Work

The crew borrowed a 150 foot lift to complete holiday light installation in the median on Wilsonville Road, near Rebekah Street. Parks & Recreation rented the equipment to complete their transformation of Town Center Park and Public Works took the opportunity to use the lift to safely go for the extra reach.



Escorting the lift down Town Center Loop East



Roman had the tricky task of driving the lift

Roads cont.

Holiday Light Installation



Adding lights to the trees in the median



Working safely in the roadway

Stormwater

Leaves Cause Water Backup

After the stormy weather early in the month, Village Crest Lane and Charbonneau Golf Club experienced flooding issues. Leaves blown into the stormwater catch basin contributed to the accumulation of standing water, slowing the rainwater draining from the roadway. The crew used pumps to divert water from the obstructed area and then used the high pressure water jet on the vacor truck to break up the clog. Properly disposing of fall leaves into yard waste bins for collection greatly reduces obstructions in the stormwater system and keeps the water flowing.



Standing water after heavy rain



Jetting the line to remove debris

Utilities—Water

Annual Fire Hydrant Maintenance

The Water crew focused on completing the annual hydrant inspections for 2021. Every year, a quarter of the hydrants within the City undergo a thorough inspection, testing their function and structure. Each one is fully turned on with all of the ports remaining closed to pressurize the hydrant. The operator visually inspects the hydrant for any leaks before turning it off and listening as the water to drain out of the bleeder valves. Once it is depressurized, the main port of the hydrant is opened to ensure all of the water has drained out. Hydrants that leak or do not turn off or on smoothly are dismantled and repaired.

The operator inspects the structure, checking the caps, ensuring the identification number is present, inspecting the paint, and addressing obstructions around the hydrant such as vegetation. The final step of the process is placing a reflective “blue dot” in the road to allow fire crews to quickly identify the location of the hydrant in the event of an emergency.



Paul completing an inspection

Utilities—Wastewater

Manhole Repair in Villebois

The Wastewater crew continued cleaning efforts in the Coffee Creek basin. Staff is well on the way to completing their annual goal of cleaning 20% of the collection system. The crew has also been performing more manhole repairs in order to reduce water infiltration from entering the collection system. Conducting repairs and maintenance requires planning and teamwork to safely complete the work.



Paul flagging during a manhole repair

In addition to traffic control in the street, our Utilities Maintenance Specialists, Randy Burnham and David Perfecto, teamed up to work on the interior of the manhole vault. David, wearing coveralls and fall protection equipment, worked inside the manhole. Randy assisted by prepping the concrete for patching and acting as a spotter. Confined space entries like this are a necessary part of sewer system maintenance. So much of the vital work the Wastewater crew performs is underground and out of sight.



David preparing for entry



Randy mixing patching material

Utilities—Wastewater cont.

The Peril of “flushable” Wipes

Even with a proactive sewer cleaning and inspection program, blockages can still occur. This month, a plumber performing a lateral inspection discovered an issue and the homeowner called Public Works to report the drainage problem. The wastewater crew was onsite within 15 minutes and identified the source of the obstruction— a dam of wipes and paper.



The source of the issue...



Jetting through the obstruction

The crew broke up the material with a spray gun, jetted the sewer main and restored the sewer back to normal function. This blockage did not create a sanitary sewer overflow, but significantly restricted the flow of the run. The next day, the crew returned with the CCTV van and performed a video inspection of the sewer main to ensure that the pipes were structurally sound and functioning properly.

This serves as a reminder that disposable does not mean ‘flushable’! Flushing paper products and other garbage down the toilet wastes water and contributes to sewer backups.

SMART

SOUTH METRO AREA  REGIONAL TRANSIT

November 2021 Report

Although I believe being thankful is not reserved only for the month of November, the month does seem to position itself quite dominantly as the gateway to giving thanks. That said, I am convinced that the other 11 months are also worthy of our gratitude. However, for the sake of tradition, and in the interest of brevity, I shall provide a partial list of that which I am most thankful for.

I am thankful for:

My wife and kids for challenging me to be the best me I can be

My SMART/Fleet family for trusting my leadership and always making me look good

The Wilsonville City Council for their astute governance, which has made SMART/Fleet the envy of the region

City Manager Bryan Cosgrove for encouraging and allowing me to be me
Assistant City Manager Jeanna Troha for supporting the person that I am; and for
Russell and Elaine Brashear for giving me life and for always believing in me

Happy Thanksgiving.

Dwight Brashear
Transit Director



335

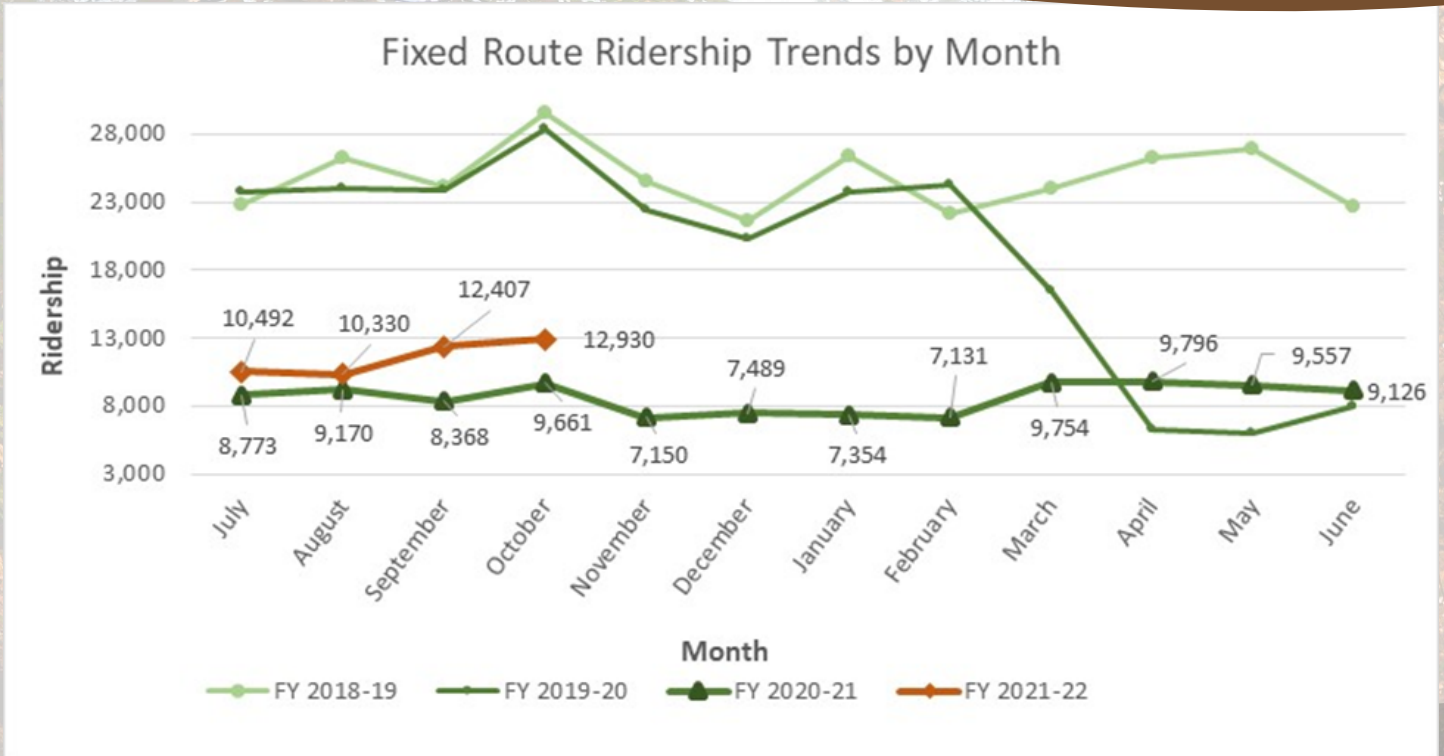
Fleet Services – **Scott Simonton** Fleet Services Manager

We have taken delivery of our third Proterra electric bus, which was ordered in March of 2021. This vehicle will complete the electrification of the Route 4 Crosstown Shuttle, delivering Wilsonville residents the first 100% electric bus route in Oregon.

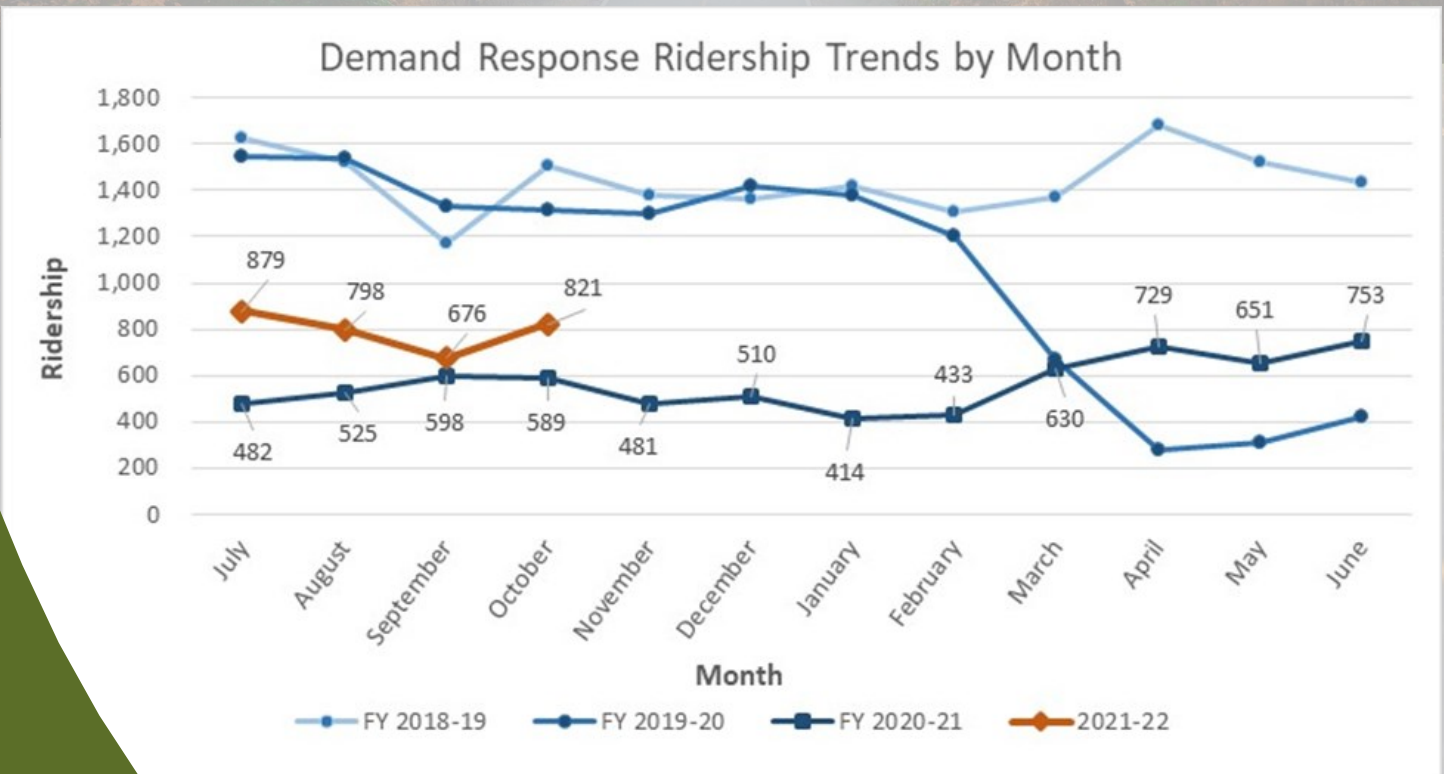
Final inspections and acceptance procedures have been completed. We will begin installing our auxiliary equipment in the coming weeks. Installation of the corresponding charger is in process now. We expect to have the bus in service by February, 2022.



Operations - Eric Loomis Operations Manager

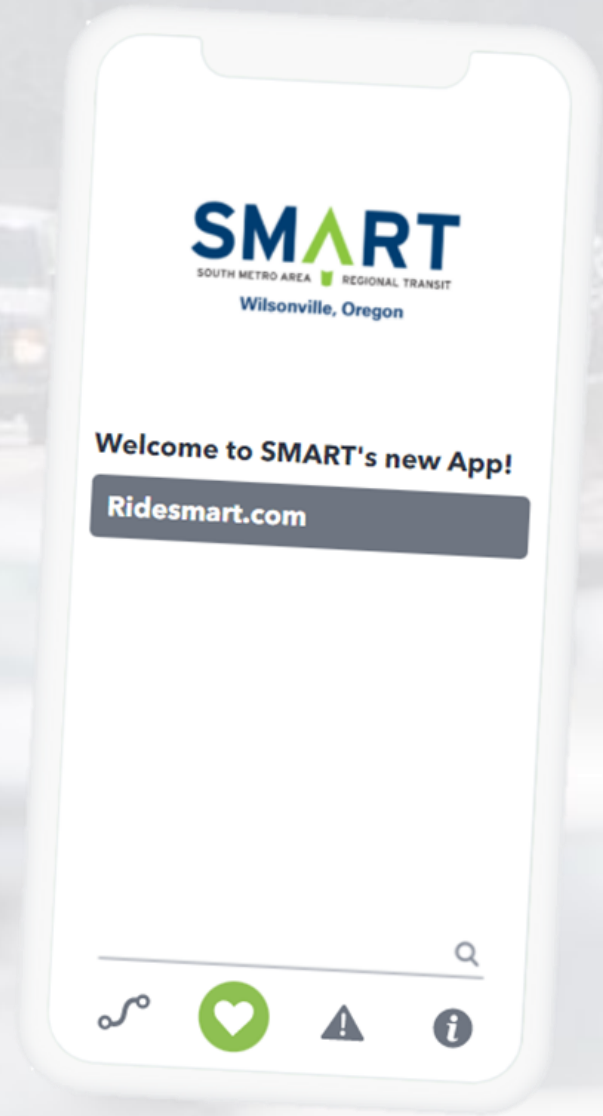


SMART continues to see healthy ridership while the COVID-19 pandemic continues. Dial-a-Ride ridership has increased back to average levels for the calendar year.



Operations - Eric Loomis Operations Manager

SMART has been working with GMV Syncromatics to launch a custom mobile app for IOS and Android systems. The new app will be similar to the www.mysmartbus.com website and offer customers live bus tracking, service alerts, and reminders for favorite stops. The app was custom built for SMART, allowing customers to easily find us in the app store. It is being beta tested and will be available to the public mid January! With the implementation of the app, SMART's Intelligent Transportation System project will be complete.



Live Bus Map

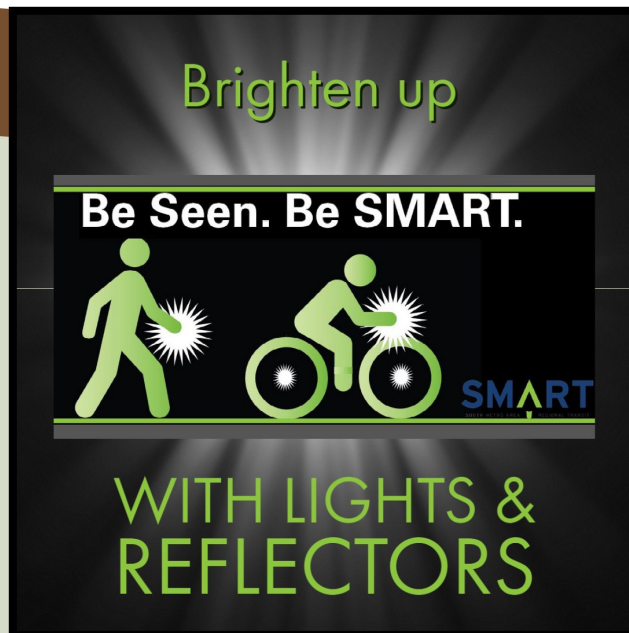


Arrival Times

Transportation Options - Michelle Marston

Program Coordinator

During November the main focus was safety, reminding walkers & bicyclists to brighten up their gear. Safety lights not only help you be seen while getting around, they also help your bus driver notice you when it's dark outside.



SMART hosted two booths at the Wilsonville Transit Center where 50 folks picked up some free reflective bands and strobe lights. Safety materials were also made available at the Charbonneau Country Club. We also handed out Bus on Shoulder branded shopping totes to help spread the word about the project.



Ruby Bridges Walk to School Day (RBWTSD) was held this year on Wednesday, November 17, 2021. SMART encouraged primary schools in Wilsonville to host an event on that day or another day in November. Incentives were available through the Safe Routes to School (SRTS) campaign and included special Ruby Bridges stickers for the event along with standard incentives.

This day gives children the chance to celebrate Ruby's courage by walking to school. In 1960, there was little support for integrating schools in New Orleans, Louisiana. But, six-year-old Ruby Bridges' parents sent her anyway, and she became the first Black student to integrate an elementary school in the South. RBWTSD is an opportunity to teach children about the civil rights movement and make connections to today's collective efforts for change.

Grants & Program Manager - Kelsey Lewis

As we think ahead to programming opportunities in 2022, we are looking forward to restarting services that dropped in use because of COVID-19. Staff is working with Ride Connection to update our contract to provide travel training to seniors and people with disabilities in Wilsonville.

Staff is in discussion with Oregon Department of Transportation (ODOT) to consider taking on vanpool reporting for the Portland metro area. Currently no agency is reporting on the activity of vanpools in the metro area, which also means that no one is tracking the emissions reduction

as a result of these workers commuting together or claiming the federal revenue associated with those miles driven in a vanpool. This is an opportunity to elevate SMART's role regionally and partner with ODOT on another great program. Council will likely see an agreement with ODOT for consideration early next year on this topic.

Now that our third electric bus has arrived, we are in the early stages of planning an event to commemorate SMART's first all-electric bus route. Stay tuned for more information!

CLEAN
ENERGY