



CITY COUNCIL AGENDA

June 05, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

PARTICIPANTS MAY ATTEND THE MEETING AT:

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

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

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

TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

Register with the City Recorder:

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

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

City Recorder - Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

CITY COUNCIL MISSION STATEMENT

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

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

COUNCILORS' CONCERNS [5:05 PM]

PRE-COUNCIL WORK SESSION [5:10 PM]

- A. [Frog Pond East and South Development Code \(Pauly\) \[30 min.\]](#)
- B. [Park System Development Charge \(SDC\) Methodology Analysis \(Ammerman\) \[30 min.\]](#)
- C. [City Civil Exclusion Policy \(Guile-Hinman/Adams\) \[30 min.\]](#)

ADJOURN [6:40 PM]

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, June 5, 2023 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on May 16, 2023. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

CALL TO ORDER [7:00 PM]

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

MAYOR'S BUSINESS [7:05 PM]

4. [Upcoming Meetings](#)

COMMUNICATIONS [7:15 PM]

5. [Wilsonville Community Sharing \(Leigh Crosby\) \[15 min.\]](#)
6. DEI Committee Progress Update to City Council (*Mombert*) [15 min.]

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 citizen input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

- 7.

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

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

CONSENT AGENDA [8:10 PM]

12. [Resolution No. 3031](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With S-2 Contractors Inc. For Construction Of The 2023 Street Maintenance Project \(Capital Improvement Project No. 4014\). \(Barrett/Rice\)](#)

13. [Resolution No. 3061](#)

[A Resolution Of The City Of Wilsonville Authorizing Support Grant Agreement With Wilsonville Community Sharing. \(Jones\)](#)

14. [**Resolution No. 3070**](#)

[A Resolution Of The City Of Wilsonville Authorizing South Metro Area Regional Transit \(SMART\) To Purchase Four CNG \(Compressed Natural Gas\) Buses From Northwest Bus Sales, Inc. \(Simonton\)](#)

15. [**Resolution No. 3071**](#)

[A Resolution Of The City Of Wilsonville Amending The City's Official Zoning Map To Incorporate Previously Approved Quasi-Judicial And Legislative Zoning Map Amendments And Adopting A New 2023 Official Zoning Map. \(Rybold\)](#)

16. [Minutes of the May 1 and 15, 2023 City Council Meetings. \(Veliz\)](#)

NEW BUSINESS [8:15 PM]

CONTINUING BUSINESS [8:15 PM]

PUBLIC HEARING [8:15 PM]

17. [**Resolution No. 3062**](#)

[A Resolution Declaring The City's Eligibility To Receive State Shared Revenues. \(Katko\)](#)

18. [**Resolution No. 3063**](#)

[A Resolution Declaring The City's Election To Receive State Shared Revenues. \(Katko\)](#)

19. [**Resolution No. 3064**](#)

[A Resolution Of The City Of Wilsonville Adopting The Budget, Making Appropriations, Declaring The Ad Valorem Tax Levy, And Classifying The Levy As Provided By ORS 310.060\(2\) For Fiscal Year 2023-24. \(Katko\)](#)

20. [**Resolution No. 3065**](#)

[A Resolution Of The City Of Wilsonville Authorizing A Supplemental Budget Adjustment For Fiscal Year 2022-23. \(Smith\)](#)

CITY MANAGER'S BUSINESS [8:50 PM]

LEGAL BUSINESS [8:55 PM]

ADJOURN [9:00 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 503-570-1506 or CityRecorder@ci.wilsonville.or.us: assistive listening devices (ALD), sign language interpreter, and/or bilingual interpreter. Those who need accessibility assistance can contact the City by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication.

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 5, 2023		Subject: Frog Pond East and South Master Plan Development Code	
		Staff Member: Daniel Pauly, Planning Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: The Planning Commission held a work session on the same topic and their feedback is reflected in the attachments.	
Staff Recommendation: Provide requested input on draft Development Code amendments.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand home ownership	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond East and South Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL

Continue discussion from the April 3 work session regarding design standards and review process for multi-family housing in Frog Pond East and South and throughout the City. Updated standards for Accessory Dwelling Units (ADUs) will also be discussed.

EXECUTIVE SUMMARY:

The City continues the project to update Development Code standards to implement the Frog Pond East and South Master Plan. Some of the updated standards have citywide applicability. Standards with citywide applicability to be discussed during this work session include design standards and review process for multi-family housing and updated standards applying to ADUs. Discussion regarding the multi-family standards and review processes began at an April 3 work session. At that time, the Council requested an additional work session on the multi-family topic. The ADU topic was also in the April 3 packet, but time did not allow to discuss during the work session.

Attachment 1 contains the related draft Development Code amendments. The Planning Commission reviewed and expressed support for all the included draft code amendments. If Council also initially supports the proposed amendments, they will be finalized for adoption later in the year together with other code amendments related to Frog Pond East and South. For each draft code amendment, the document contains the following supporting information:

- **Intent:** A description of what the draft code amendment is trying to accomplish, including any reference to related Master Plan implementation language.
- **Explanation:** An explanation of how the draft code amendment was developed. As applicable, this includes reference to background and reference information in the packet.
- **Code Reference:** This includes where the draft code amendment would go in the Development Code. It specifies if it is a new Section or Subsection or amendment to an existing section.

Staff invites the City Council to review the draft code amendments and supporting information. After a brief presentation at the work session, staff will seek Council input on whether the proposed Development Code amendments are ready to be finalized or if further revisions are needed.

EXPECTED RESULTS:

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

TIMELINE:

The project team and Planning Commission will continue to work through the proposed Development Code amendments to implement the Frog Pond East & South Master Plan over the coming months. City Council action on the Planning Commission's recommendation is planned for later in 2023.

CURRENT YEAR BUDGET IMPACTS:

The Development Code implementation work is funded with remaining funds from the \$350,000 Metro grant for the Frog Pond East and South Master Plan and matching City funds in the form of staff time. \$311,000 total is budgeted in FY 22/23 including the adoption of the Master Plan and follow up implementation, including this Development Code work and the infrastructure funding implementation work.

COMMUNITY INVOLVEMENT PROCESS:

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

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

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

ALTERNATIVES:

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

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Draft Development Code Amendments with Supporting Information (March 13, 2023)

Frog Pond East and South Implementation

**Draft Development Code Amendments for
June 2023 City Council Work Session**

1. Clear and objective standards for multi-family

- **Intent:** Provide clear and objective standards for multi-family similar to single-family and middle housing. Note, proposed multi-family buildings/uses that are not part of an approved subdivision or Master Plan, still need to go through the Stage I/Stage II Master Plan development review process. The intent of the proposed standards is to change the review criteria and process that applies to architectural review and basic site planning review such as setback and lot coverage for multi-family buildings where the use has already received a master plan approval.
- **Explanation:** Adapt and modify current standards for townhouses to apply to multi-family.
- **Code Reference:** Subsection 4.113 (.14) *Residential Design Standards*, new subsection for multi-family)
- **Draft Code Amendment:**

(.15) *Design Standards for Multi-Family Housing:*

A. *Purpose and Intent.* The purpose of the multi-family design standards is to create and maintain street frontages that are varied and attractive, create an environment that is conducive to walking, and provide natural surveillance of public spaces. The standards will also promote building details in multi-family development that provide visual interest, contribute to a high-quality living environment for residents, give a sense of quality and permanence, and enhance compatibility with the surrounding community. The design standards also aim to create consistency with design standards for other residential unit types that multi-family housing may be built adjacent to.

B. *Entrance Orientation.*

1. At least one main entrance for each multi-family structure must either meet the standards in subsections a. and b. below, or must meet the alternative standard in subsection B.2.
 - a. The entrance must be within eight feet of the longest street-facing exterior wall of the structure; and
 - b. The entrance must either:
 - i. Face the street;
 - ii. Be at an angle of up to 45 degrees from the street; or
 - iii. Open onto a porch. The porch must:
 - a. Be at least 25 square feet in area; and
 - b. Have at least one entrance facing the street or have a roof.

2. Alternative standard. As an alternative to subsection 1., a main entrance to a multi-family structure may face a courtyard if the courtyard-facing entrance is located within 60 feet of a street and the courtyard meets the following standards:
 - a. The courtyard must be at least 15 feet in width;
 - b. The courtyard must abut a street; and
 - c. The courtyard must be landscaped or hard-surfaced for use by pedestrians.
- C. *Windows*. A minimum of 15 percent of the area of all public-facing façades must include windows or entrance doors. Façades separated from the street or public space by a dwelling are exempt from meeting this standard. Required windows shall be clear glass and not mirrored or frosted, except for bathrooms.
- D. *Articulation*.
 1. *Minimum Articulation*. All public-facing façades shall incorporate the following design elements at a minimum interval of every 30 feet. The minimum number of design elements is determined by dividing the façade length (in feet) by 30 and rounding up to the nearest whole number.
 - a. Varying rooflines.
 - b. Offsets of at least 12 inches.
 - c. Balconies.
 - d. Projections of at least 12 inches and width of at least three feet.
 - e. Porches.
 - f. Entrances that are recessed at least 24 inches or covered.
 - g. Dormers at least three feet wide.
 2. *Articulation Element Variety*. Different articulation elements shall be used as provided below, based on the length of the facade. For the purpose of this standard, a "different element" is defined as one of the following: a completely different element from the list in subsection D.1. above; the same type of element but at least 50 percent larger; or for varying rooflines, vertically offset by at least three feet.
 - a. Where two to four elements are required on a façade, at least two different elements shall be used.
 - b. Where more than four elements are required on a façade, at least three different elements shall be used.
- F. *Pedestrian Access and Circulation*. The following standards are intended to ensure safe and efficient circulation for pedestrians within multi-family development.
 1. Each multi-family development shall contain an internal pedestrian circulation system that makes connections between individual units and parking areas, green focal points and other common open space areas, children's play areas, and public rights-of-way. All pedestrian connections (walkways) shall meet the following standards:

- a. Except as required for crosswalks, per subsection 3., where a walkway abuts a vehicle circulation area, it shall be physically separated by a curb that is raised at least six inches or by bollards.
 - b. Walkways shall be constructed of concrete, asphalt, brick or masonry pavers, or other hard surface, and not less than five feet wide.
 2. All walkways shall comply with the requirements of the Americans with Disabilities Act.
 3. In order to provide safe crossings of driveways and parking areas, crossings shall be clearly marked with either contrasting paving materials (such as pavers, light-color concrete inlay between asphalt, or similar contrasting material) or reflective striping that emphasizes the crossing under low light and inclement weather conditions.
 4. Pedestrian connections shall be provided between buildings within the development, and between the development and adjacent rights-of-way, transit stops, parks, schools, and commercial developments. At least one connection shall be made to each adjacent street and sidewalk for every 200 linear feet of street frontage. Sites with less than 200 linear feet of street frontage shall provide at least one connection to the street and/or sidewalk.
- F. *Off-Street Parking Location and Design.* The following standards are intended to support a pedestrian-friendly street environment and to minimizing the visual impacts of parking areas and garages.
1. Off-street parking spaces and vehicle maneuvering areas shall not be located between the front building plane and a street property line (except alleys).
 2. Off-street parking areas shall not occupy more than 50% of the total length of each street frontage as measured 20 feet from the street property line. Drive aisles without adjacent parking spaces do not count as parking areas for the purposes of this standard.
 3. Off-street parking spaces shall not be located within ten feet of any property line, except alley property lines. Driveways and drive aisles are permitted within ten feet of property lines.
 4. Landscaping, fencing, or walls at least three feet tall shall separate parking areas from useable open space, green focal points, and public streets (except alleys).
 5. If garages are attached to a street-facing facade, they may not be located closer to the street property line than the building facade.
 6. Driveways associated with attached garages that take direct individual access from a public or private street must meet the townhouse driveway and access standards in Subsection 4.113 (.14)
5. For the purpose of those standards, each individual

multi-family garage shall meet the standards applicable to a townhouse or townhouse lot.

2. Process Updates for Multi-family Housing

- **Intent:** Improve language throughout code to clarify and update review process for multi-family housing in residential zones.
- **Explanation:** Review and update language throughout Development Code to make process to review multi-family housing in residential zones substantially similar to the process for single-family and middle housing. Additional section-specific explanations are provided below.
- **Code Reference:** various
- **Draft Code Amendments:**

Modified language (changes ~~struck through~~ or **bold underlined**)

Section 4.030 Jurisdiction and Powers of Planning Director and Community Development Director

Explanation: Add clarity for the review process for architecture review of middle housing. Draft reflects Planning Commission discussion in January about DRB not being the appropriate place for review, but larger buildings should still provide public notice. Current draft has smaller apartment buildings (6 or fewer units) follow the same process as middle housing (Class I Review, staff decision with no public notice) and larger buildings being subject to Class II Review (staff decision with public notice and notice to DRB).

- (.01) *Authority of Planning Director.* The Planning Director shall have authority over the daily administration and enforcement of the provisions of this Chapter, including dealing with non-discretionary matters, and shall have specific authority as follows:
- A. A Class I application shall be processed as a ministerial action without public hearing, shall not require public notice, and shall not be subject to appeal or call-up, except as noted below. Pursuant to Class I procedures set forth in Section 4.035, and upon finding that a proposal is consistent with the provisions of this Code and any applicable Conditions of Approval, shall approve the following, with or without conditions:
 4. Building permits for **residential structures in residential zones not subject to Site Design Review, except for multi-family structures with seven or more units,** ~~single family dwellings, middle housing, and in the Village zone, row houses or apartments,~~ meeting clear and objective zoning, siting, and design requirements standards and located on lots that have been legally created. The Planning Director's approval of

such plans shall apply only to Development Code requirements and shall not alter the authority of the Building Official or City Engineer on these matters.

- B. A Class II application shall be processed as an administrative action, with or without a public hearing, shall require public notice, and shall be subject to appeal or call-up, as noted below. Pursuant to Class II procedures set forth in Section 4.035, the Director shall approve, approve with conditions, deny, or refer the application to the Development Review Board for a hearing:

12. **Architectural and site plans, including modifications and remodels, for multi-family residential structures in residential zones with seven or more units not subject to Site Design Review and meeting clear and objective zoning, siting, and design standards and located on lots that have been legally created. This does not include review of Stage I and Stage II Planned Development Master Plans and Site Design Review of open space and other common improvements, which is subject to review by the Development Review Board.**

Subsection 4.176 (.04) Buffering and Screening

Explanation: Remove requirement for screening and buffering between single-family and multi-family as new standards and allow and encourage them to be integrated.

- B. Activity areas on commercial and industrial sites shall be buffered and screened from adjacent residential areas. ~~Multi-family developments shall be screened and buffered from single-family areas.~~

Section 4.113 (.01) Residential Open Space Standards

Explanation: Clarify that a multi-family development does not need to provide additional open space when it is part of a larger development. Makes the requirement consistent with those for single-family and middle housing.

- B. *Applicability.*

1. The open space standards of this subsection shall apply to the following:
 - a. Subdivisions.
 - b. Planned Developments.
 - c. Multi-family Development, **except as noted in 2. c. below.**
2. These standards do not apply to the following:

- a. Partitions for non-Multi-family development. However, serial or adjacent partitions shall not be used to avoid the requirements.
- b. Middle Housing Land Divisions.
- c. Development of a multi-family building(s) on a lot within a subdivision where the open space requirements are otherwise met in the subdivision, as acknowledged in a prior land use approval.**

3. Encouraging and Integrating ADUs

- **Intent:** Remove identified barriers to Accessory Dwelling Units (ADUs) in Frog Pond East and South and citywide, particularly by expanding the allowance of them accessory to townhouses and limiting or modifying application of setbacks and lot coverage
- **Explanation:** Existing ADU language is modified to allow ADUs accessory to all townhouses, make the review process the same as other dwelling units, create exceptions for lot coverage, and provide special setbacks based on the setbacks for cottages under State model code for middle housing. Finally, special housing variety provisions to encourage ADUs in Frog Pond East and South.
- **Draft Code Amendments:**

4.113 (.10) B. Accessory Dwelling Units: Standards:

- 1. Number Allowed.
 - a. For detached single-family dwelling units, and ~~for townhouses on lots meeting the minimum lot size for detached single-family in the zone:~~ One per dwelling unit.
 - b. For all other dwelling units: None.

4.113 (.10) B. Accessory Dwelling Units: Standards:

- 4. Accessory Dwelling Units may be either attached or detached, but are **generally** subject to all zone standards **for the underlying zone except that** for setbacks, height, and lot coverage, unless those requirements are specifically waived through the Planned Development waiver or Variance approval processes.
ADUs are exempt from lot coverage maximums.

4.113 (.02) A. Residential Building Setbacks: Lots Over 10,000 square feet:

- 7. Cottage Cluster **and ADU** Setbacks: Setbacks in 1.—3. and 6. above do not apply to cottage clusters **and ADUs**. For cottage clusters **and ADUs**, minimum front, rear, and side setbacks are ten (10 feet).

4.113 (.02) B. Residential Building Setbacks: Lots Not Exceeding 10,000 square feet:

7. Cottage Cluster **and ADU** Setbacks: Any minimum setback in 1.—3. or 6. above that would exceed ten feet for a cottage cluster **or ADU** shall be ten feet.

4.120 (.05) FDA-H Dimensional Standards

- E. Accessory buildings and uses shall conform to front and side yard setback requirements. If the accessory buildings and uses do not exceed 120 square feet or ten feet in height, and they are detached and located behind the rear-most line of the main buildings, the side and rear yard setbacks may be reduced to three feet. **Minimum front and rear setback for ADUs is 10 feet.**

Old Town Residential Design Standards footnote (noted by *) on page 19

For cottage clusters **and ADUs**, minimum front and rear setbacks are 10'.

Section 4.125 (.05) Table V-1 Village (V) Zone Development Standards

No change to this table. For V (Village) Zone, highest setback to which ADU would be subject is 12 feet, so no change recommended.

4.127 (.08) Table 2 Residential Neighborhood (RN) Zone, Lot Development Standards (applicable to Frog Pond West only)

Amend table footnote "L"

- L. For cottage clusters **and ADUs** all setbacks otherwise greater than 10 feet for other housing types **is are** reduced to 10 feet.

4.127 (.08) Proposed New Table for Frog Pond East and South (as drafted for January 2023 work session)

Add table footnote "F"

- F. The minimum rear setback for a Cottage Cluster unit or Accessory Dwelling Unit (ADU) is 10 feet.

4.113 (.10) B. ADU Standards

6. ~~Where an Accessory Dwelling Unit is proposed to be added to an existing residence and no discretionary land use approval is being sought (e.g., Planned Development approval, Conditional Use Permit approval, etc.) the application shall require the approval of a Class I Administrative Review permit.~~ **ADU review process is the same as for single-family units and middle housing.**



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 5, 2023	Subject: Park System Development Charge (SDC) Methodology Analysis Staff Member: Kris Ammerman, Parks and Recreation Director Department: Parks and Recreation	
Action Required <input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	Advisory Board/Commission Recommendation <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: N/A		
Recommended Language for Motion: N/A		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2018 Parks and Recreation Comprehensive Master Plan 2015 Boones Ferry Park Master Plan 2014 Memorial Park Master Plan	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

The City of Wilsonville Parks and Recreation department has engaged FCS Group to evaluate its System Development Charges (SDCs) to ensure long-term financial viability for at least the next ten years. The project team will present information on the recalculated Parks SDC based on recent growth estimates, project lists, and inventory data. Following the report, the team will gather Council's initial input on the information shared and answer questions.

EXECUTIVE SUMMARY:

The City of Wilsonville's Parks SDC Methodology was last updated in 2008. Since that time the Parks and Recreation Comprehensive Master Plan (2018) has been completed along with site specific Master Plans for Memorial Park and Boones Ferry Park. These planning efforts involved extensive community engagement that resulted in the formation of the current park/trails project list. This list along with growth estimates and current inventory data were used to recalculate the Park SDC rate so that contributions made by development can cover a fair share of the cost of existing and planned facilities that provide capacity to serve future users – growth.

EXPECTED RESULTS:

- Present Council with the recalculated Parks SDC rate based on recent growth estimates, project lists, and inventory data.
- Collect feedback
- Answer questions

TIMELINE:

- May 15, 2023 – Issue 90 day notice to builders/developers
- June 5, 2023 – City Council Work Session #1
- June 14, 2023 – Builders Open House
- July 17, 2023 – City Council Work Session #2 – if necessary
- August 21, 2023 – City Council Public Hearing
- Fall 2023 – Anticipated rollout of recalculated SDC rate

CURRENT YEAR BUDGET IMPACTS:

The adopted budget for FY22/23 includes \$70,370 (CIP # 9161) for the park SDC methodology update. The contract amount for consulting services is within the FY22/23 budgeted amount.

COMMUNITY INVOLVEMENT PROCESS:

- February 9, 2023 - Parks and Recreation Advisory Board Presentation
- June 14, 2023 - Community Open House at City Hall
- August 21, 2023 – City Council Public Hearing

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

A recalculated Park SDC rate that will accurately reflect recent growth estimates, project lists, and inventory data resulting in updated funding for park infrastructure.

ALTERNATIVES:

Council can choose not to update the Park SDC rate, which will result in less funding for future park infrastructure.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. City of Wilsonville Parks SDC Analysis Power Point Presentation

City of Wilsonville Council Work Session

Parks SDC Analysis June 5, 2023



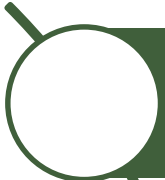
Agenda

Item B.


- **Background**
 - » SDC Basics
 - » Current Parks SDC
- **Results**
 - » Calculated Parks SDC
 - » Projected Growth
 - » Improvement Fee Cost Basis
 - » Reimbursement Fee Cost Basis
 - » Calculated Parks SDC
- **Comparisons**
- **Next Steps**



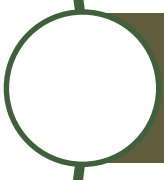
Key Characteristics of SDCs



SDCs are one-time charges, not ongoing rates. Paid at the time of development.



SDCs are available for water, wastewater, stormwater, transportation, and parks.



SDCs are for capital only, in both their calculation and in their use.



SDCs include both existing and future (planned) infrastructure cost components.



SDCs are for “system” facilities, not “local” facilities.

Legal Framework for SDCs

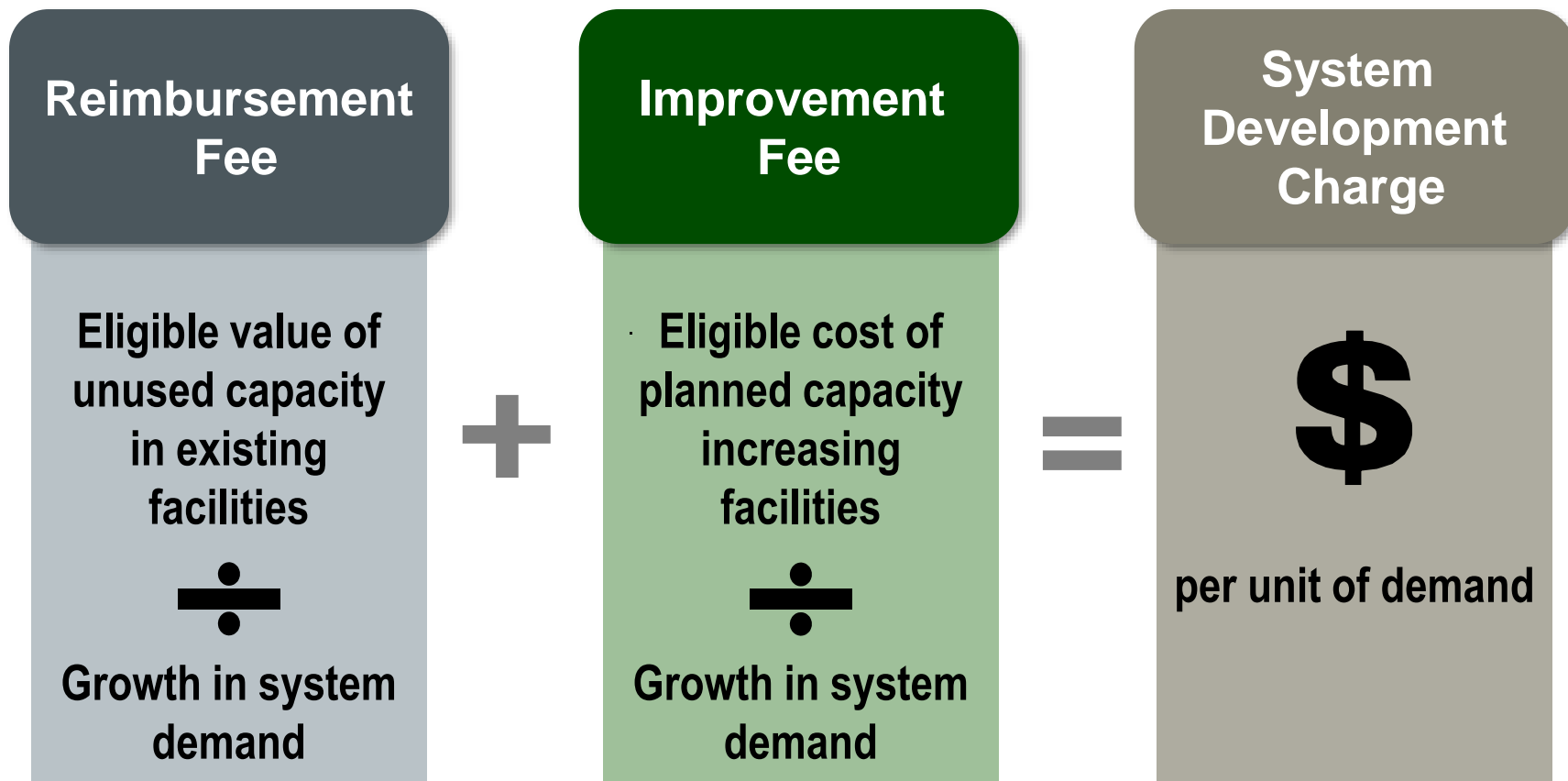
ORS 223.297 - 316, known as *the SDC Act*, provides “a uniform framework for the imposition of system development charges by governmental units” and establishes “that the charges may be used only for capital improvements.”





The SDC Calculation

Item B.





Current Parks SDC

Item B.

Development Type	Parks SDC	Charge Unit
Single Family-Duplex	\$7,349	Dwelling Unit
Multi-family dwelling	\$5,645	Dwelling Unit
Office	\$729	1,000 Square Feet
Food Service/Shopping Center	\$1,689	1,000 Square Feet
Retail	\$365	1,000 Square Feet
Flex Industrial	\$154	1,000 Square Feet
Industrial Park	\$555	1,000 Square Feet



Calculated SDC

Item B.

Calculated SDC	
Cost Basis:	
Improvement Fee	\$ 73,537,223
Reimbursement Fee	2,391,740
Compliance Costs	3,796,448
Total Cost Basis	\$ 79,725,412
Growth in Residential Equivalents	8,626
Improvement Fee per Residential Equivalent	\$ 8,525
Reimbursement Fee per Residential Equivalent	277
Compliance Fee per Residential Equivalent	440
Total SDC per Residential Equivalent	\$ 9,242
Fee Schedule:	
Single-family dwelling unit	\$ 25,040
Multi-family dwelling unit	16,819
Mobile home dwelling unit	18,258
Employee	491

- **City staff recommends a lower charge of \$5,167 per residential equivalent (\$14,000 for an SFR)**



Residential Equivalents

Item B.

Population and Employment, 2019		Living Inside Wilsonville	Living Outside Wilsonville	Total
Working Inside Wilsonville		1,686	17,707	19,393
Working Outside Wilsonville		9,185		
Not Working		13,472		
Total		24,343		

Source: U.S. Census Bureau, OnTheMap Application, 2019 Inflow/Outflow

Total Hours per Week of Park Availability, 2019		Residential hours	Non- residential hours	Total Hours
Working Inside Wilsonville		121,392	96,965	218,357
Working Outside Wilsonville		661,320		
Not Working		1,508,888		
Total		2,291,600	96,965	218,357
Hours per resident		94		
Hours per employee			5	
Residents per employee				0.05

Source: Previous tables



Projected Growth

Item B.

	2019 (Estimate)	2021	2036	Growth (2021-2036)
Population	24,343	25,280	33,556	8,276
Employees	19,393	20,139	26,732	6,593
Residential-equivalent employees	1,030	1,070	1,420	350
Residential equivalents	25,373	26,350	34,976	8,626

Source: *Wilsonville Parks Master Plan, Figure 1*



Improvement Fee Eligibility

Item B.

		2021 Quantity	2021 Units per 1,000 Residents	Change in Quantity
		Units		
By Unit of Measurement:				
Acres of Parks and Natural Areas	Acres	247.94	9.81	-0.98
Miles of Trail	Miles	19.65	0.78	4.89

		2036 Units per 1,000 Residents	2021 Minimum Quantity	Eligibility	Reimbursable Quantity
		Units			
By Unit of Measurement:					
Acres of Parks and Natural Areas	Acres	7.36	186.05	100.00%	61.89
Miles of Trail	Miles	0.73	18.48	100.00%	1.16

Source: *Wilsonville Parks Master Plan, City staff*



Expansion Projects

Item B.

SDC #	Project	Type	Year of Construction	Total Project Cost	Quantity	Units
E-1	French Prairie Bridge Landings (Boones Ferry Master Plan, Phase 5)	Community Park	2029	\$ 8,000,000	3.00	Acres
E-2	Frog Pond Community Park (Advance Road) (1.7.g)	Community Park	2027	25,000,000	10.00	Acres
E-3	I-5 Pedestrian Bridge Gateway Plaza (IN.1)	Community Park	2026	4,000,000	1.00	Acres
E-4	Town Center Emerald Chain Promenade (IN.12)	Community Park	2027	1,800,000	0.50	Acres
E-5	Basalt Creek Regional Trail	Trail	2029	3,000,000	0.50	Miles
E-6	Boeckman Creek Regional Trail (Memorial Park to Boeckman)	Trail	2026	2,500,000	1.50	Miles
E-7	Frog Pond Regional Trail	Trail	2029	7,000,000	0.75	Miles
E-8	Ice Age Tonquin Trail - Boeckman to Grahms Ferry	Trail	2027	13,900,000	1.25	Miles
E-9	Regional Frog Pond Trail	Trail	2023	900,000	0.34	Miles
E-10	Wiedeman Regional Trail - Parkway to Canyon Creek	Trail	2028	1,800,000	0.55	Miles
			Total	\$ 67,900,000		

Source: Wilsonville Parks Master Plan, City staff



Infill Projects

SDC #	Project Title	Projected Completion	Total Project Cost	Eligibility	SDC-Eligible Costs
I-1	Boones Ferry East Restroom (Boones Ferry Master Plan, Phase 1)	2030	\$ 400,000	24.66%	\$ 98,653
I-2	Boones Ferry East Side Shelter (Boones Ferry Master Plan, Phase 2)	2028	300,000	24.66%	73,990
I-3	Boones Ferry Park Adult Fitness Zome (Boones Ferry Master Plan, Phase 1)	2030	350,000	24.66%	86,321
I-4	Boones Ferry Park Bike Skills Course (Boones Ferry Master Plan, Phase 2)	2028	250,000	24.66%	61,658
I-5	Boones Ferry Park Dog Park (Boones Ferry Master Plan, Phase 2)	2030	300,000	24.66%	73,990
I-6	Boones Ferry Park Parking Lot (Main) (Boones Ferry Master Plan, Phase 3)	2024	1,500,000	24.66%	369,949
I-7	Boones Ferry Park Parking Lot (Tauchman) Boones Ferry Master Plan, Phase 4)	2030	1,000,000	24.66%	246,632
I-8	Boones Ferry Regional Water Trail Access (Boones Ferry Master Plan, Phase 1)	2026	1,700,000	24.66%	419,275
I-9	Boones Ferry Restroom	2023	415,000	0.00%	-
I-10	Boones Ferry Shelter (Boones Ferry Master Plan, Phase 3)	2024	150,000	24.66%	36,995
I-11	Community Center Upgrade	2026	1,000,000	24.66%	246,632
I-12	Community Scale Skate Park	2028	800,000	24.66%	197,306
I-13	Forest Shelter Improvement	2025	300,000	0.00%	-
I-14	Forest Shelter Lot	2024	2,000,000	24.66%	493,265
I-15	Forest Shelter Restroom	2024	500,000	24.66%	123,316
I-16	Maintenance Facility Upgrade	2025	1,250,000	24.66%	308,291
I-17	Memorial Park Athletics	2027	14,000,000	24.66%	3,452,855
I-18	Memorial Park Barn Rental Conversion Memorial Park Master Plan, West 2)	2029	1,000,000	24.66%	246,632
I-19	Memorial Park Concession Stand	2028	400,000	24.66%	98,653
I-20	Memorial Park Playground Replacement	2025	1,000,000	24.66%	246,632
I-21	Memorial Park Pump Track	2026	350,000	24.66%	86,321
I-22	Memorial Park River Access	2027	600,000	24.66%	147,979
I-23	Memorial Park Sport Courts	2025	2,000,000	24.66%	493,265
I-24	Murase Ampatheater (Memorial Park Master Plan, Murase 1)	2026	600,000	24.66%	147,979
I-25	River Shelter Parking Lot	2027	2,000,000	24.66%	493,265
I-26	River Shelter Retroom	2027	650,000	24.66%	160,311
I-27	System-wide ADA Projects (Parks and Recreation Master Plan, 1.5.A)	2023-2036	835,000	0.00%	-
I-28	Tauchman House Renovation (Boones Ferry Master Plan, Phase 3)	2030	900,000	24.66%	221,969
Total			\$ 36,550,000		\$ 8,632,137

Source: City staff



Improvement Fee Cost Basis

Item B.

Improvement Fee Cost Basis		Future LoS	
		Eligibility	Eligible Cost
By Unit of Measurement			
Acres of Parks and Natural Areas		100.00%	\$ 38,800,000
Miles of Trail		100.00%	29,100,000
Expansion Projects Total			\$ 67,900,000
Infill Projects			8,632,137
Total			\$ 76,532,137

Source: Previous tables



Reimbursement Fee Cost Basis

Item B.

Reimbursement Fee Cost Basis		Inventory	Historical Expenditures	Investment/Unit	Reimbursable Units	Reimbursable Amount
By Unit of Measurement:						
Acres of Parks and Natural Areas	Acres	247.94	\$ 9,562,033	\$ 38,566	61.89	\$ 2,386,746
Acres of Trails	Miles	19.65	84,481	4,300	1.16	4,994
Total						\$ 2,391,740

Source: City staff, previous tables



Adjustment to the Parks SDC

Item B.

Adjustments to SDC Cost Basis	
Unadjusted Improvement Fee Cost Basis	\$ 76,532,137
Estimated Improvement Fee Fund Balance	(2,994,914)
Improvement Fee Cost Basis	\$ 73,537,223



Calculated SDC

Item B.

Calculated SDC	
Cost Basis:	
Improvement Fee	\$ 73,537,223
Reimbursement Fee	2,391,740
Compliance Costs	3,796,448
Total Cost Basis	\$ 79,725,412
Growth in Residential Equivalents	8,626
Improvement Fee per Residential Equivalent	\$ 8,525
Reimbursement Fee per Residential Equivalent	277
Compliance Fee per Residential Equivalent	440
Total SDC per Residential Equivalent	\$ 9,242
Fee Schedule:	
Single-family dwelling unit	\$ 25,040
Multi-family dwelling unit	16,819
Mobile home dwelling unit	18,258
Employee	491

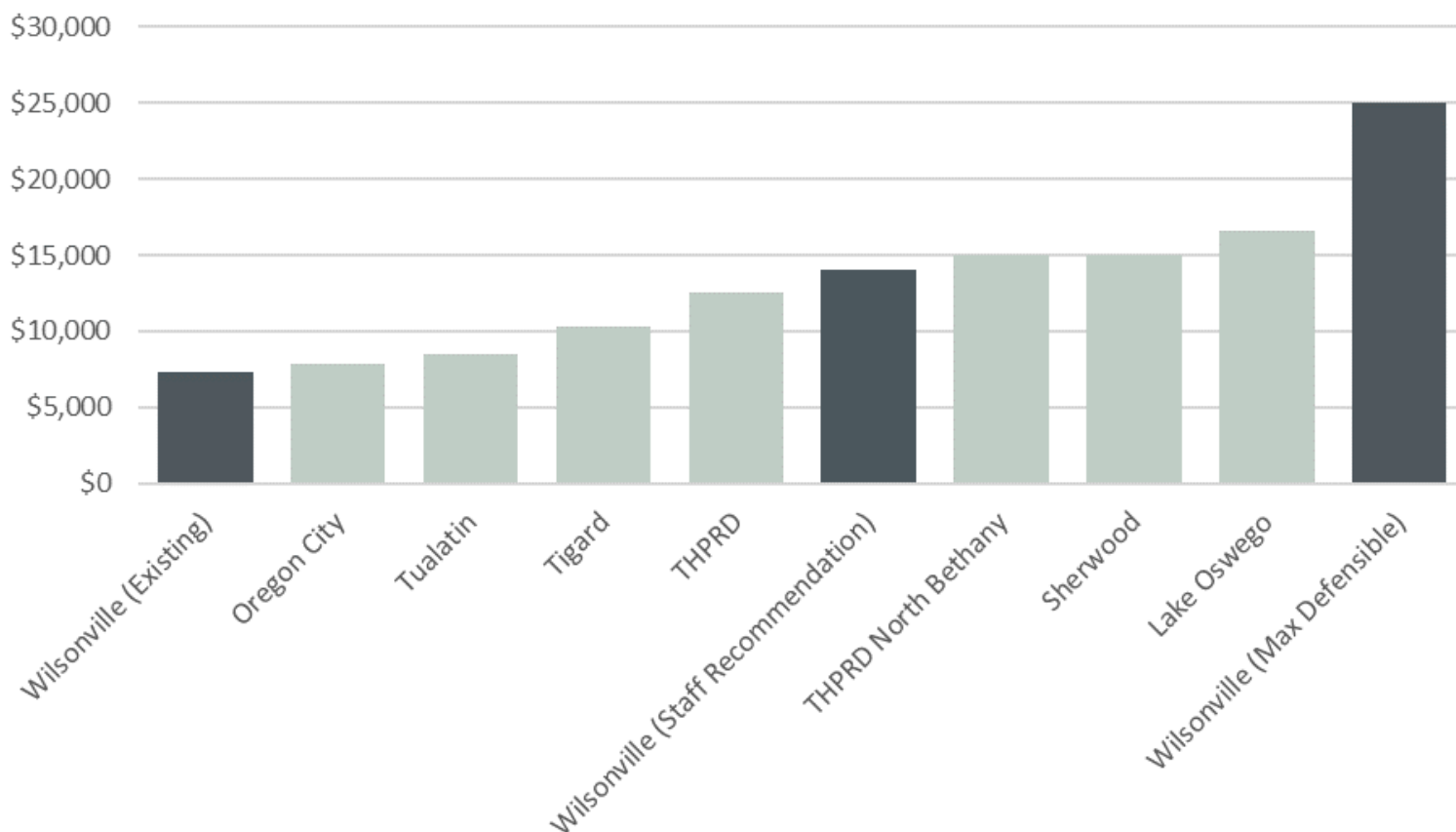
- **City staff recommends a lower charge of \$5,167 per residential equivalent (\$14,000 for an SFR)**



Comparisons

Item B.

Parks SDC per Single Family Dwelling Unit





Next Steps

Item B.

- **Provide feedback**
- **Edit analysis as needed**
- **Public hearing**
 - » Consider Implementation Options
 - Timing
 - Phasing
 - » Adopt SDC
- **Use cost index to make annual adjustments**

Thank you! Questions?

Tim Wood – Assistant Project Manager
(503) 374-0679
TimW@fcsgroup.com

www.fcsgroup.com



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 5, 2023		Subject: City Civil Exclusion Policy	
		Staff Member: Amanda Guile-Hinman, City Attorney and Megan Adams, Law Clerk	
		Department: Legal	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Consider refinement of the City's civil exclusion policy to allow City staff to administer progressive exclusion consequences based on an individual's conduct. A draft civil exclusion policy is attached hereto as **Attachment 1**.

EXECUTIVE SUMMARY:

The City currently has two mechanisms to exclude individuals from City facilities when exhibiting certain inappropriate behavior in those facilities. However, the City lacks clear guidance for progressive discipline that is linked to the behavior exhibited. Unlike Wilsonville, many other cities, and particularly, public libraries, have progressive civil exclusion policies as a resource for individuals' disruptive behaviors. As a tangent to the City's recent Wilsonville Code update regarding camping for survival, City staff identified the need for a more comprehensive, nuanced, and uniform policy for civil exclusions from City facilities, particularly the library and parks and recreation buildings as well as parks.

This staff report reviews the current mechanisms the City may utilize to exclude individuals from City facilities. It next discusses the civil exclusion policies of other cities analyzed. Finally, this staff report provides an overview of the proposed civil exclusion policy that will, if approved, further refine the City's current mechanisms to exclude individuals.

I. Current Civil Exclusion Regulations

A. Wilsonville Code 10.540

Wilsonville Code (WC) 10.540 (as amended by Ordinance No. 879), is attached hereto as **Attachment 2**. The code provision states that a person may be excluded from city property for violating "any applicable provision of law or regulation in or on any City Property from that City Property...." WC 10.540(2). Generally, a warning must first be given, but then the civil exclusion is issued for the following time periods:

- First offense within a two-year period: 30-day exclusion
- Second offense within a two-year period: 90-day exclusion
- Third (or more) offense within a two year period: 180-day exclusion

There is no provision that allows for a shorter exclusion period than 30 days, and, while the provision covers "any applicable provision of law or regulation," it is unclear whether certain disruptive behaviors, such as continually making loud noises in the library or leaving personal items unattended, would be subject to the Code provision. Furthermore, the Code is, at best, unclear if an individual is only excluded from the one City facility where the disruptive behavior occurred or excluded from all City facilities. At times, staff encounter situations where an individual is disruptive in one City facility, told to leave, and then enters another City facility and continues to engage in the disruptive behavior.

B. Clackamas County Sheriff's Office Exclusion Program

Since the City contracts with the Clackamas County Sheriff's Office (CCSO), the City may also utilize CCSO's exclusion program. CCSO's exclusion program documents are attached hereto as **Attachment 3**. The CCSO exclusion program is a means to potentially charge individuals with criminal trespass when they engage in certain behaviors and refuse to leave a premises. While

the City has utilized this program, staff identified the need for intermediate steps that allow for shorter term exclusions and exclusions across all City facilities when an individual is engaging in disruptive behavior at multiple City facilities. City staff also seek authorization to enforce an exclusion policy without requiring a police response.

II. Other Cities' Civil Exclusion Policies

As part of this project, staff reviewed the civil exclusion policies of other cities and libraries. Attached hereto as **Attachment 4** is a comparison chart of those exclusion policies. Some of the key distinctions in other policies is the flexibility to impose short-term exclusions and to define conduct that, while not criminal, would represent significant disruption to other patrons and City employees.

III. Proposed Matrix for Civil Exclusions

Attached as **Attachment 1** is a proposed matrix to refine the City's civil exclusion policy. The shortest exclusion period is for the remainder of the day, and is for disruptive personal conduct and disruptive conduct regarding property such as leaving trash, inappropriate use of the public restrooms, and blocking access to facility services.

Criminal conduct, depending on the type of conduct, will result in either an immediate exclusion for the remainder of the day without warning or an immediate exclusion for seven (7) days without warning. This minimum exclusion does not preclude the ability to use longer exclusion timeframes in the Wilsonville Code or the CCSO program, but provides some flexibility for City employees to respond based on the nature of the conduct and the circumstances of the particular incident.

EXPECTED RESULTS:

Clearer guidance for City employees and patrons of City facilities regarding rules of conduct and consequences for violating such rules.

TIMELINE:

Staff recommends that this refined civil exclusion policy be implemented concurrent with the effective date of the City's new regulations governing camping for survival, which is July 1, 2023.

CURRENT YEAR BUDGET IMPACTS:

N/A

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Disruptions, particularly at the Library, Community Center, and City Parks, have demonstrated a need for clearer regulations and processes when individuals are engaging in the disruptive conduct.

ALTERNATIVES:

Continue to process civil exclusions through WC 10.540 and the CCSO policy.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Draft Civil Exclusion Policy
2. WC 10.540 (amended)
3. CCSO Civil Exclusion Program
4. Civil Exclusion Comparison Chart

City of Wilsonville's Civil Exclusion Policy

Exclusion Generally:

The following conduct is prohibited on the City of Wilsonville's Property as authorized by the City Manager. Wilsonville Code 10.540. City Property means any property, including but not limited to parks, greenways, libraries, buildings, parking lots, or other land or physical structures owned by the City. Persons who violate rules outlined below ("Conduct Violations") may be subject to the penalties set forth herein.

Engaging in more than one of the Conduct Violations 1-25 below or any Conduct Violations listed in rules 26-50 may be cause for immediate exclusion as well as criminal penalty. Engaging in: (a) one or more of the Conduct Violations on different City Properties on the same day or within a previously imposed exclusion period; (b) more than one of the Conduct Violations 1-25 below; or (c) any Conduct Violations listed in rules 26-50 may be cause for exclusion from all City Property for a period of one day to 180 days, dependent on the number and severity of the Conduct Violation(s). An excluding officer is defined as any police officer or City employee who is authorized by the City Manager to issue exclusions.

Repeat Offenses:

Individuals who repeatedly engage in Conduct Violations after having been previously excluded for Conduct Violations will face longer exclusions. Repeat offenders need not violate the same rule to be subject to stricter enforcement and may not be warned that their conduct is inappropriate before being excluded.

Written Notice:

Written notice signed by the excluding officer shall be given to any person excluded from any City Property. The notice shall specify: (a) the date of the exclusion's issuance; (b) length of exclusion; (c) City Property from which the person is excluded; (d) identify the provision of law the person has violated and shall contain a brief description of the offending conduct; (e) inform the excluded person of the right to appeal, including the time limit and the place of delivering the appeal; (f) inform the excluded person of the right to petition for a waiver of all or any portion of the exclusion; and (g) the consequences for failure to comply shall be prominently displayed on the notice.

Appeal Procedure:

A person receiving such notice of exclusion may appeal, in writing, to the Wilsonville Municipal Court Clerk. A hearing shall be held at the next regularly scheduled session of the Wilsonville Municipal Court. The excluded individual may request, in writing, setting forth the reason therefor, that the hearing be postponed, and the Clerk shall grant such a postponement upon a showing of necessity. The Municipal Judge shall dismiss the exclusion upon a showing that: (1) The excluding officer lacked probable cause; or (2) The excluded individual was engaged in the lawful exercise of any right or privilege guaranteed under the United States Constitution, Constitution of the State of Oregon, or any other law.

Exclusions During an Election:

To ensure eligible voters are not excluded, a maximum of two hours shall be permitted to anyone issued a notice of exclusion in order to participate in an election facilitated on City property.

DRAFT

Table of Contents:

Tier 1: Disruptive Personal Conduct	3
Tier 2: Disruptive Property Violations	8
Tier 3: Criminal Violations	9

Tier 1: Disruptive Personal Conduct						
Consequences (Exclusion Period)						
#	Violation	1st Violation	2nd Violation	3rd Violation	4th Violation	5th Violation
1	Excessive Odor, either because of Poor personal hygiene or excessive cologne/perfume	Asked to leave until Resolved	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
2	Disruptive Cell Phone Use	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
3	Loud Noises, including but not limited to shouting, snoring, and impermissible audio equipment use	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days

4	Disregarding the Direction of Facility Staff	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
5	Verbal or Written abuse directed toward staff or patrons	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
6	Solicitation of any kind, except in dedicated areas	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
7	Use of Tobacco, Cigarettes, e-cigarettes, or Vape Pens	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days

8	Behavior that endangers other Patrons and/or Staff Including verbal abuse	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
9	Leaving Personal Items unattended	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
10	Disruptive Eating (Consuming food that is loud or messy, more than a quick tidy snack)	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for One Week	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
11	Leaving Trash or food waste in the library (except in designated garbage receptacles)	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days

12	Entering or Remaining on facility premises with belongings that cannot be carried in a single trip and stored under a library chair or table without disturbing others	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
13	Using Restrooms for bathing, washing hair, shaving, washing laundry, or other improper use	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
14	Significantly rearranging or moving furniture or materials without returning them.	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
15	Using Rooms, materials, and/or furniture for purposes for which they are not intended	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days

16	Laying on the floor for the purpose of sleeping	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
17	Blocking Access to Facility Services	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
18	Bringing Animals into the library (Except Service Animals)	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
20	Intoxication: Including exhibiting any signs of or being under the influence; being under the influence of any controlled substance listed in Schedules I-V of the Controlled Substances Act, 21 U.S.C. §812	Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
21	Fraudulently Using another Patron's account for any purpose	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days

Tier 2: Disruptive Property Violations						
Consequences (Exclusion Period)						
#	Violation	1st Violation	2nd Violation	3rd Violation	4th Violation	5th Violation
22	Blocking Access to Facility Services	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
23	Using Facility Rooms, Materials, and/or furniture for purposes in which they are not intended	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
24	Damage to City Facility or Facility Property	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
25	Disruptive behavior defined as conduct that interferes with: (a) Normal facility operations; and/or (b) Staff's ability to do their job; and/ or (c) Another patron's ability to use a facility.	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days

Tier 3: Criminal Violations						
Consequences (Exclusion Period)						
#	Violation	1st Violation	2nd Violation	3rd Violation	4th Violation	5th Violation
26	Refusing to leave the facility when asked to do so	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
27	Harassment of Staff or other Patrons	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
28	Intoxication: Including exhibiting any signs of or being under the influence; being under the influence of any controlled substance listed in Schedules I-V of the Controlled Substances Act, 21 U.S.C. §812	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
29	Selling, Using or Distributing of Cannabis, Alcohol or Other illegal substances. A controlled substance is defined in ORS 475.005.	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

30	Engaging in Conduct that is classified as a felony or misdemeanor defined in ORS 164.055 Theft	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
31	Engaging in Conduct under ORS 166.023 Disorderly conduct	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
32	Engaging in Sexual Conduct, as defined under ORS 167.060, including but not limited to indecent exposure or physical contact through clothing for sexual gratification or disregarding another person's reasonable expectation of privacy as otherwise defined in ORS 163.700	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
33	Engaging in Conduct that is classified as a felony or misdemeanor defined in ORS 162 Offenses Against the State and Public Justice	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

34	Engaging in Conduct that is classified as a felony or misdemeanor defined in ORS 163 Offenses Against Persons; including: (1) Homicide (2) Assault and Related Offenses (3) Kidnapping and Related Offenses (4) Coercion (5) Sexual Offenses (6) Invasion of Privacy (7) Stalking	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
35	Engaging in Conduct that is classified as a felony or misdemeanor defined in ORS 164 Offenses Against Property, Except for ORS 164.805, Offensive Littering	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
36	Engaging in Conduct that is classified as a felony or misdemeanor defined in ORS 165 Offenses Involving Fraud or Deception	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
37	Engaging in Conduct that is classified as a felony or misdemeanor defined in ORS 166 Offenses Against Public Order; Firearms and other Weapons;	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

38	Engaging in Conduct that is classified as a felony or misdemeanor defined in ORS 166.715 Racketeering	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
39	Engaging in Conduct that is classified as a felony or misdemeanor defined in ORS 177 Offenses Against Public Health, Decency, and Animals	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
40	Engaging in Conduct that is classified as a felony or misdemeanor defined in ORS 475 Controlled Substances; Illegal Drug Cleanup; Paraphernalia; Precursors;	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
41	Engaging in Conduct that Constitutes a violation of Wilsonville City Code 10.130 Minor- Purchase or Possession of Liquor	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

42	Engaging in Conduct that Constitutes a violation of Wilsonville City Code 10.230 Killing of Birds or Animals Prohibited	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
43	Engaging in Conduct that Constitutes a violation of Wilsonville City Code 10.300 Public Intoxication and Drinking	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
45	Engaging in Conduct that Constitutes a violation of Wilsonville City Code 10.320 Public Kept in Decency	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
46	Engaging in Conduct that Constitutes a violation of Wilsonville City Code 10.350 City Property, Destruction	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
47	Engaging in Conduct that Constitutes a violation of Wilsonville City Code 10.390 Posted Notices, Defacement	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

48	Engaging in Conduct that Constitutes a violation of Wilsonville City Code 10.410 Diving from Public Pilings	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
49	Engaging in Conduct that Constitutes a violation of Wilsonville City Code 10.420 Intentionally Causing Damage to Town Center Park Properties by or for Skateboarding in a Prohibited Area	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
51	Engaging in Conduct that Constitutes a violation of Wilsonville City Code 10.510 Attempt to Commit Offenses	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

10.540. Civil Exclusion.

- (1) *Definitions.* For purposes of this provision:
 - (a) *Applicable provision of law* includes any applicable provision of this Code, or any City ordinance, or of any rule or regulation promulgated by the Council under this Title, any applicable criminal or traffic law of the State of Oregon, any law regarding controlled substances or alcoholic beverages, or any applicable County ordinance or regulation.
 - (b) *Excluding officer* means any police officer or City employee authorized by the City Manager to issue exclusions.
 - (c) *City property* means any property including, but not limited to, parks, greenways, buildings, parking lots, or other land or physical structures owned or managed by the City.
- (2) *Exclusion.* In addition to other remedies provided for violation of this Code, or of any laws of the State of Oregon, any excluding officer may exclude any person who violates any applicable provision of law or regulation in or on any City Property from that City Property in accordance with the provisions of this Section. Provided, further, the removal of a person for disturbing a City Council or other public meeting shall not be the basis for exclusion from future City Council or other public meetings under this ordinance; but may be used as evidence in any other civil or criminal proceeding that may result in a future exclusion.
- (3) *Period of Exclusion.* An exclusion issued under the provisions of this Section shall be for 30 days. If the person to be excluded has been excluded from any City property at any time within two years before the date of the present exclusion, the exclusion shall be for 90 days. If the person to be excluded has been excluded from City property on two or more occasions within two years before the date of the present exclusion, the exclusion shall be for 180 days.
- (4) *Warning Prior to Exclusion.* Before issuing an exclusion under this Section, the excluding officer shall first give the person a warning and a reasonable opportunity to desist from the violation. An exclusion shall not be issued if the person promptly complies with the direction and desists from the violation. Notwithstanding the provisions of this Subsection, no warning shall be required if the person is to be excluded for engaging in conduct that:
 - (a) Is classified as a felony or misdemeanor under the following Chapters of the Oregon Revised Statutes, or is an attempt, solicitation, or conspiracy to commit any such felony or misdemeanor defined in ORS.
 1. Chapter 162—Offenses Against the State and Public Justice;
 2. Chapter 163—Offenses Against Persons;
 3. Chapter 164—Offenses Against Property, except for ORS 164.805, Offensive Littering;
 4. Chapter 165—Offenses Involving Fraud or Deception;
 5. Chapter 166—Offenses Against Public Order; Firearms and Other Weapons; Racketeering;
 6. Chapter 177—Offenses Against Public Health, Decency and Animals;
 7. Chapter 475—Controlled Substances; Illegal Drug Cleanup; Paraphernalia; Precursors; or
 - (b) Otherwise involves a controlled substance or alcoholic beverage; or
 - (c) Has resulted in injury to any person or damage to any property; or
 - (d) Constitutes a violation of any of the following provisions of this Code:
 1. 10.130 Minor—Purchase or Possession of Liquor.
 2. 10.230 Killing of Birds or Animals Prohibited.

3. 10.300 Public Intoxication and Drinking.
 4. 10.310 Panhandling.
 5. 10.320 Public Kept in Decency.
 6. 10.350 City Property, Destruction.
 7. 10.390 Posted Notices, Defacement.
 8. 10.410 Diving from Public Pilings.
 9. 10.410 Unlawful Operating or Riding a Skateboard in a Prohibited Area.
 10. 10.420 Intentionally Causing Damage to Town Center Park Properties by or for Skateboarding.
 - ~~11. 10.425 Camping on Public Property and Rights of Way.~~
 - ~~12~~11. 10.510 Attempt to Commit Offenses.
- (e) Is conduct for which the person previously has been warned or excluded for committing on any City Property.
- (5) *Written Notice.* Written notice signed by the excluding officer shall be given to any person excluded from any City property under this Section. The notice shall specify:
- (a) The date of the exclusion's issuance;
 - (b) Length of exclusion;
 - (c) City property from which the person is excluded;
 - (d) Identify the provision of law the person has violated and shall contain a brief description of the offending conduct;
 - (e) Inform the excluded person of the right to appeal, including the time limit and the place of delivering the appeal;
 - (f) Inform the excluded person of the right to petition for a waiver of all or any portion of the exclusion; and
 - (g) The consequences for failure to comply shall be prominently displayed on the notice.
- (6) *Appeal of Exclusion.* A person receiving such notice of exclusion may appeal, in writing, to the Wilsonville Municipal Court Clerk.
- (a) A hearing shall be held at the next regularly scheduled session of the Wilsonville Municipal Court.
 1. The excluded individual may request, in writing, setting forth the reason therefor, that the hearing be postponed, and the Clerk shall grant such a postponement upon a showing of necessity.
 - (b) The municipal judge shall dissolve the exclusion upon a showing that:
 1. The excluding officer lacked probable cause; or
 2. The excluded individual was engaged in the lawful exercise of any right or privilege guaranteed under the United States Constitution, Constitution of the State of Oregon, or any other law.
- (7) *Waiver of Exclusion.* At any time within the period of exclusion, a person receiving such notice of exclusion may apply, in writing, to the Municipal Judge for waiver of some or all of the effects of the exclusion for good reason. If the Municipal Judge grants a waiver under this Subsection, the Municipal Judge shall promptly notify the excluding officer. In exercising discretion under this Subsection, the Municipal Judge shall consider

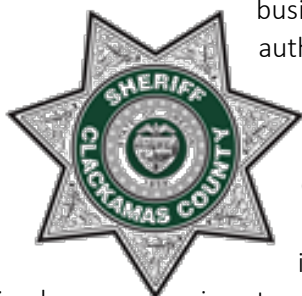
the seriousness of the violation for which the person has been excluded, the particular need of the person to be within the area from which they are excluded during some or all of the period of exclusion, such as for work or to attend or participate in a particular event (without regard to the content of any speech associated with that event), and any other criterion the Municipal Judge determines to be relevant to the determination of whether or not to grant a waiver. The decision of the Municipal Judge to grant or deny, in whole or in part, a waiver under this Subsection is committed to the sole discretion of the Municipal Judge and is not subject to appeal or review.

- (a) The Municipal Judge shall grant the waiver if the excluded individual wishes to participate in any free speech activity protected by the Constitution of the United States or the Oregon Constitution.
- (8) *Stay During Appeal.* If an appeal of the exclusion is timely filed under Section 6, the effectiveness of the exclusion shall be stayed, pending the outcome of the appeal. If the exclusion is affirmed, the remaining period of exclusion from the time of the stay shall be effective immediately upon the issuance of the Municipal Judge's decision, unless the Municipal Judge specifies a later effective date.
- (9) *Appropriate Length of Exclusion.* If a person is issued a subsequent exclusion while a previous exclusion is stayed pending appeal (or pending judicial review, should a court stay the exclusion), the stayed exclusion shall be counted in determining the appropriate length of the subsequent exclusion under Subsection (3). If the predicate exclusion is set aside, the term of the subsequent exclusion shall be reduced as if the predicate exclusion had not been issued. If multiple exclusions issued to a single person or a single facility are simultaneously stayed pending appeal, the effective periods of those which are affirmed shall run consecutively.
- (10) *Violation of Exclusion.* No person shall enter or remain on City property at any time during which there is in effect a notice of exclusion issued under this Section excluding the person from that property.
 - (a) If a person who received notice of exclusion from City property subsequently remains or returns to that building or property, that person may be arrested on criminal trespass charges.
 - (b) A prosecution for criminal trespass is not an exclusive remedy. The person violating an exclusion order may also be liable for civil trespass and any other charge or liability under common, local, state, or federal law.

Clackamas County Sheriff's Office

EXCLUSION PROGRAM

The Clackamas County Sheriff's Office offers the Exclusion Program as a resource to private property owners, businesses, and publicly owned properties within the jurisdiction of Clackamas County's authority. It is designed to help us partner with the community in promoting safer more livable environments.



The Exclusion Program allows a property owner to authorize sworn officers of the Clackamas County Sheriff's Office to act on behalf of the private property owner, business, or public entity to enforce Oregon trespass laws as established and articulated in the Criminal Code of Oregon. The program applies when a property owner or person in charge is not present at the time of an incident, or after hours. It also may apply when a person refuses to leave after being asked, or poses a threat to residents, staff, or others present. Any law enforcement action to enforce trespass laws is at the discretion of the responding law enforcement officer.

Where an Exclusion Program agreement has been entered into between a property owner and the Sheriff's Office, and the property is a multi-family living situation (i.e.: apartments, group homes), Oregon landlord tenant laws may apply to any tenants and their guests lawfully on the property. For questions regarding landlord tenant laws, in Clackamas County please contact the Housing Rights and Resources Program at 503-650-5750.

Please direct any questions you may have regarding this program to the office of the Exclusion Program Manager, Officer Sara McClurg: 503-785-5077.

Agreement Responsibilities and Expectations

To ensure a successful outcome when using this program the following responsibilities and expectations will be adhered to during the agreement term:

Clackamas County Sheriff's Office

- When a deputy responds to a participating property, and has reasonable suspicion to believe the person being contacted meets the criteria for exclusion, the deputy is authorized to act on the property owner's behalf and direct the person to leave the premises.
- The deputy may issue a notice of exclusion from the property to each person in violation.
- The property owner or person in charge will be provided a notice of the exclusion.
- The Sheriff's Office will keep a record of the exclusion.

Property Owner or Public Entity

- For residential communities, the property owner will provide notice to tenants that common areas are under the authority of the landlord.
- The property owner or person in charge will maintain a file or record of all persons excluded from the property and make the information available to employees or residents.
- The property owner or person in charge will notify the Sheriff's Office of the appeal requests made by excluded persons. The Sheriff's Office Exclusion Program Manager will be made aware of the outcome of said appeal within 48-hours of the ruling or negotiated results by phone, followed by a letter of confirmation. The letter should be mailed to the attention of the Exclusion Program Manager at 2223 Kaen Rd, Oregon City OR 97045.
- The property owner or person in charge will notify the Exclusion Program Manager of any exceptions granted an excluded person in writing.

EXCLUSION PROGRAM

Trespass Criteria

ORS164.245 and 164.255

Any non-resident of private property or person on business property or publicly owned property will be directed to leave and may be barred from returning to the premises under the following circumstances. Any person who fails to leave the property after being directed to do so, or returns after being given such direction, will be subject to arrest and prosecution for Criminal Trespass under ORS 164.245 or 164.255.

General Criteria for Exclusion from Properties

- Makes unreasonable noise;
- Engages in fighting or violent, tumultuous, or threatening behavior;
- Engages in activity which constitutes a criminal offense;
- Damages, defaces, or destroys property belonging to the property owner, business, or public;
- Litters on the property;
- Drives in a careless or reckless manner on the property;
- Consumes or possesses an open container of any alcoholic beverage or uses marijuana in the common areas;
- Violates the State Curfew Statute 419c.680;
- Camps, urinates, or otherwise remains on the property without a discernable legitimate purpose;
- The subject enters and/or remains on the property/premises and interferes with the rights, comfort, or conveniences of the owner, tenants, patrons, and/or guests.

Additionally, Specific to Publicly Owned Property, including Parks

- The subject enters and/or remains on the property/premises and interferes with the rights, comfort, or conveniences of the park host, park host's family member, park patrol, or Clackamas County employee;
- The subject is in and/or upon the property/premises when the publicly owned property is closed and the individual is not otherwise authorized to be there;
- Violates any State law, County ordinance, or Motor Vehicle Code.

Additionally, Specific to Business Property

- The subject is in and/or upon the property/premises when the business located there is closed and the individual is not otherwise authorized to be on the property.



EXCLUSION PROGRAM

Trespass Enforcement Agreement

ORS164.245 and 164.255

The Exclusion Program is a resource that property owners or persons in charge (i.e.: managers, supervisors) can use to authorize Clackamas County Sheriff's Office deputies to act on their behalf to enforce Oregon trespass laws. To initiate the program, the property owner or person in charge must complete this form and return it to the Clackamas County Sheriff's Office for approval.

This property is: ☐ A Residence ☐ Publicly Owned ☐ A Business / Name _____

Physical Address of Exclusion Location

Contact Information

Name of Person Entering Into Agreement (Please Print) Last Name _____ First Name _____			I am the: <input type="checkbox"/> Owner <input type="checkbox"/> Manager <input type="checkbox"/> Other _____ of this location.	
Primary Phone	Secondary Phone	Fax	Email	
Primary Contact Mailing Address, if different than above			City	State
			Zip	

Alternate Contact (Please Print) Last Name _____ First Name _____		Primary Phone	Secondary Phone
Alternate Contact Mailing Address, if different than above		City	State
		Zip	

I have read and agree to the terms of the Exclusion Program. I hereby designate each and every Clackamas County Sheriff's Office deputy as my agent and representative for the purpose of enforcing Oregon Criminal Trespass Laws. I understand that any enforcement will be carried out at the deputy's discretion and subject to available personnel resources. This authorization shall continue in full force and effect until such time as it expires, two years from the date of approval or until it is revoked or terminated in writing. Any dissolution of the agreement must be an original signed document.

Printed Name	Signature	Date

Clackamas County Acknowledgement

Date of Approval/CCSO	Date of Expiration	CCSO Program Manager



As used in ORS 164.205 (Definitions for ORS 164.205 to 164.270) to 164.270 (Closure of premises to motor-propelled vehicles), except as the context requires otherwise:

- (1) "Building," in addition to its ordinary meaning, includes any booth, vehicle, boat, aircraft or other structure adapted for overnight accommodation of persons or for carrying on business therein. Where a building consists of separate units, including, but not limited to, separate apartments, offices or rented rooms, each unit is, in addition to being a part of such building, a separate building.
- (2) "Dwelling" means a building which regularly or intermittently is occupied by a person lodging therein at night, whether or not a person is actually present.
- (3) "Enter or remain unlawfully" means:
 - a. To enter or remain in or upon premises when the premises, at the time of such entry or remaining, are not open to the public and when the entrant is not otherwise licensed or privileged to do so;
 - b. To fail to leave premises that are open to the public after being lawfully directed to do so by the person in charge;
 - c. To enter premises that are open to the public after being lawfully directed not to enter the premises; or
 - d. To enter or remain in a motor vehicle when the entrant is not authorized to do so.
- (4) "Open to the public" means premises which by their physical nature, function, custom, usage, notice or lack thereof or other circumstances at the time would cause a reasonable person to believe that no permission to enter or remain is required.
- (5) "Person in charge" means a person, a representative or employee of the person who has lawful control of premises by ownership, tenancy, official position or other legal relationship. "Person in charge" includes, but is not limited to the person, or holder of a position, designated as the person or position-holder in charge by the Governor, board, commission or governing body of any political subdivision of this state.
- (6) "Premises" includes any building and any real property, whether privately or publicly owned. [1971 c.743 §135; 1983 c.740 §33; 1999 c.1040 §10; 2003 c.444 §1; 2015 c.10 §1]

CRIMINAL TRESPASS IN THE FIRST DEGREE: ORS 164.255

- (7) A person commits the crime of criminal trespass in the first degree if the person:
 - a. Enters or remains unlawfully in a dwelling;
 - b. Having been denied future entry to a building pursuant to a merchant's notice of trespass, reenters the building during hours when the building is open to the public with the intent to commit theft therein;
 - c. Enters or remains unlawfully upon railroad yards, tracks, bridges, or rights of way; or
 - d. Enters or remains unlawfully in or upon premises that have been determined to be not fit for use under ORS 453.855 (purpose) to 453.912 (governmental immunity from liability).
- (8) Subsection (1)(d) of this section does not apply to the owner of record of the premises if:
 - a. The owner notifies the law enforcement agency having jurisdiction over the premises that the owner intends to enter the premises;
 - b. The owner enters or remains on the premises for the purpose of inspecting or decontaminating the premises or lawfully removing items from the premises; and
 - c. The owner has not been arrested for, charged with or convicted of a criminal offense that contributed to the determination that the premises are not fit for use.
- (9) Criminal trespass in the first degree is a Class A misdemeanor. [1971 c.743 §140; 1993 c.680 §23; 1999 c.837 §1; 2001 c.386 §1; 2003 c.527 §1]

CRIMINAL TRESPASS IN THE SECOND DEGREE: ORS 164.245

- (1) A person commits the crime of criminal trespass in the second degree if the person enters or remains unlawfully in a motor vehicle or in or upon premises.
- (2) Criminal trespass in the second degree is a Class C misdemeanor. [1971 c.743 §139; 1999 c.1040 §9]

(www.oregonlegislature.gov/bills_laws/ods/ORS164)

Exclusion Policy Comparison Chart

The comparison charts below were created using the rules/regulations of the following cities: Wilsonville, Tualatin, Medford, Oregon City, Salem, Tigard, Tualatin, and West Linn. The purpose of the comparison charts is to help capture each cities rules/regulation similarities and differences.

City/County	Exclusion Criteria	Exclusion penalties	Enforcement Authority	Content of Exclusion
Wilsonville	Violation of listed laws or city codes, or repeating conduct related to prior warnings or exclusions	one warning, removal if no reasonable efforts to comply; if illegal/violation of listed city codes remove w/o notice. <ul style="list-style-type: none"> • Infraction: 30 days • If excluded with last 2 years: 90 days • If excluded 2+ times in last 2 years: 180 days Violation of exclusion order: possible trespassing charges	Excluding officer (any police officer of city employee authorized by city manager to issue exclusions)	Excluded from city property where conduct occurred (exceptions for council/other public meetings)
Tualatin	Criminal activity, drug use or possession, language/behavior interfering with operations, leave children under 10 unattended, use of nicotine or tobacco, solicit or canvas in building, block access to materials, leave belongings unattended or bring non-support animal into building, sleep in manner disrupting access/audible disturbance, improper use of restroom, non-consent photography, failure to wear shoes, interfere with use due to strong body odor, and refusal to follow reasonable directions.	one warning, removal for 1 full day if reoccurs; if illegal/endangers staff/visitors, leave w/o warning <ul style="list-style-type: none"> • Infraction: 30 days • Misdemeanor: 90 days • Felony: 1 year • If repeat of infraction/misdemeanor w/n 1 year, doubled • If repeat 2+ times of infraction/misdemeanor w/n 1 year, tripled • Refusal to leave: possible trespassing charges 	<u>City Library</u> : Library Director, Library employees, police, or other city employees with reasonable cause to believe violation occurred. <ul style="list-style-type: none"> • Library director discretion to deviate 	<u>City Library</u> : excluded from city property where conduct occurred (exceptions for council meetings, needs based/compliance reasons, or for work) <ul style="list-style-type: none"> • Appeal w/n 10 business days, hearing in municipal court; variance allowed.

Tigard	Any act of thing prohibited or failed to do when commanded that is included in city code, state, or federal law, defacing or obstructing operation of city property, disrupting or threatening users of such city property, or failing to obey direction of a city employee	one warning, removal if no reasonable efforts to comply; if criminal conduct remove w/o notice. <ul style="list-style-type: none"> • Infraction: 30 – 180 days Violation of exclusion order: possible trespassing charges	Police officer	Not if lawfully exercising free speech, but if also engage in non-protected act, can be excluded Excluded from city property included in written notice.
West Linn	<p><u>City Parks</u>: violation of any parks and rec. facilities rules or other applicable laws</p> <p><u>City Library</u>: violation of behavior policy (imminent threat, theft, harassment, trespassing, being under the influence or possessing/using substances, soliciting, using library in inconsistent or disruptive manner, storing property unattended, etc.)</p>	<p><u>City Parks</u>:</p> <ul style="list-style-type: none"> • Infraction: 30 days • Criminal offense: 90 days • If excluded 2+ times from park in within prior 2 years, 180 days (maximum) Refusal to leave: possible trespassing charges <p><u>City Library</u>: suspension of library privileges for a week to permanent loss of all library privileges.</p> <ul style="list-style-type: none"> • 2 warnings at staff discretion • Immediate removal if immediate threat of harm • Repeat violations up to 1 year exclusion (not exclusive limit) 	<p><u>City Parks</u>: peace officer, designated city official</p> <p><u>City Library</u>: Library staff, law enforcement</p>	<p><u>City Parks</u>: Not if lawfully exercising free speech, but if also engage in non-protected act, can be excluded</p> <p>can exclude from any or all city parks</p> <p><u>City Library</u>: Need not be same conduct or warning before exclusion.</p>
Oregon City	<p>Violation of listed Oregon law, and arrested with citation or jail</p> <p><u>City Library</u>: Criminal activity, drug use or possession,</p>	<ul style="list-style-type: none"> • Up to 90 day exclusion • If violate exclusion, up to \$300 fine and trespassing charges 	<p>Chief of police and designees</p> <p><u>City Library</u>: library staff</p>	Specified public building (exceptions for council meetings, needs based/compliance reasons, or for work)

	language/behavior interfering with operations, leave children under 10 unattended, use of nicotine or tobacco, solicit or canvas in building, block access to materials, leave belongings unattended or bring non-support animal into building, sleep in manner disrupting access/audible disturbance, improper use of restroom, non-consent photography, failure to wear shoes, interfere with use due to strong body odor, and refusal to follow reasonable directions	<u>City Library:</u> if violate polices: <ul style="list-style-type: none"> 1st violation: warning 2nd violation: day exclusion 3rd violation: up to 1 week 4th violation: up to 1 month 5th violation: up to 6 months 6th violation: up to 1 year If illegal/immediate threat/refusal to leave, immediate removal and exclude between 1 week and permanent based on offense 		<u>City Library:</u> repeat offenses lead to higher penalties; need not be same offense; can be excluded w/o warning
Salem	<p>Violation of listed Oregon law, and arrested with citation or jail</p> <p><u>City Park:</u> any local, state, or federal laws</p> <p><u>City Library:</u> sophisticated chart with offense listed individually and tiered</p>	<ul style="list-style-type: none"> Infraction, Misdemeanor (B/C): 30 days Misdemeanor (A), Felony: 90 days (extend to 1 year upon conviction) If repeat of violation w/n 6 months, 90 day extension <p>Violation of exclusion: 30 day extension, possible trespassing charges</p> <p><u>City Library:</u> sophisticated chart with offense listed individually and tiered; generally:</p> <p>Tier one</p> <ul style="list-style-type: none"> 1st offense: warning 	<p>Enforcement officer</p> <p><u>City Park:</u> peace officer, official or employee designated by the Director, contracted security services</p> <p><u>City Library:</u> library staff</p>	<p>Specify reason, date, and place of exclusion</p> <p><u>City Park:</u> can exclude from any park (any or all parks if felony)</p>

		<ul style="list-style-type: none"> • 2nd offense: 1 day • 3rd offense: 1 week <p>Tier two</p> <ul style="list-style-type: none"> • 1st offense: 30 days • 2nd offense: 90 days • 3rd offense: 1 year <p>Tier three</p> <ul style="list-style-type: none"> • 1st offense: 1 year min. • 2nd offense: 2 year min. • 3rd offense: 3 year min. <p>If return to library prior to exclusion date, penalty doubled and possible other penalties <u>City Parks: see penalties above;</u> if non-felony violation, 30 days; if felony, 90 days</p>		
Medford	Violation of listed Oregon law, and arrested with citation or jail	<ul style="list-style-type: none"> • 90 day exclusion • If in zone during exclusion, arrest for trespass (not if for council meetings, needs based/compliance reasons, for work, or religious/constitutional rights or services) • No exclusion notice for prohibited camping or otherwise sleeping in the exclusion zone 	Chief of police or designee	Excluded from created civil exclusion zones

City of Wilsonville's Civil Exclusion Policy

Exclusion Generally:

The following conduct is prohibited on the City of Wilsonville's Property as authorized by the City Manager. Wilsonville Code 10.540. City Property means any property, including but not limited to parks, greenways, libraries, buildings, parking lots, or other land or physical structures owned by the City. Persons who violate rules outlined below ("Conduct Violations") may be subject to the penalties set forth herein.

Engaging in more than one of the Conduct Violations 1-25 below or any Conduct Violations listed in rules 26-48 may be cause for immediate exclusion as well as criminal penalty. Engaging in: (a) one or more of the Conduct Violations on different City Properties on the same day or within a previously imposed exclusion period; (b) more than one of the Conduct Violations 1-25 below; or (c) any Conduct Violations listed in rules 26-48 may be cause for exclusion from all City Property for a period of one day to 180 days, dependent on the number and severity of the Conduct Violation(s). An excluding officer is defined as any police officer or City employee who is authorized by the City Manager to issue exclusions.

Repeat Offenses:

Individuals who repeatedly engage in Conduct Violations after having been previously excluded for Conduct Violations will face longer exclusions. Repeat offenders need not violate the same rule to be subject to stricter enforcement and may not be warned that their conduct is inappropriate before being excluded.

Exclusion Regarding Criminal Conduct:

The City of Wilsonville may issue a civil exclusion in addition to any criminal penalties or exclusions issued by law enforcement.

Written Notice:

City employees or exclusion officers will attempt to provide written notice to the fullest extent possible. Written notice signed by the excluding officer shall be given to any person excluded from any City Property. The notice shall specify: (a) the date of the exclusion's issuance; (b) length of exclusion; (c) City Property from which the person is excluded; (d) identify the provision of law the person has violated and shall contain a brief description of the offending conduct; (e) inform the excluded person of the right to appeal, including the time limit and the place of delivering the appeal; (f) inform the excluded person of the right to petition for a waiver of all or any portion of the exclusion; and (g) the consequences for failure to comply shall be prominently displayed on the notice.

Appeal Procedure:

A person receiving such notice of exclusion may appeal, in writing, to the Wilsonville Municipal Court Clerk. A hearing shall be held at the next regularly scheduled session of the Wilsonville Municipal Court. The excluded individual may request, in writing, setting forth the reason therefor, that the hearing be postponed, and the Clerk shall grant such a postponement upon a showing of necessity. The Municipal Judge shall dismiss the exclusion upon a showing that: (1) The excluding officer lacked probable cause;

or (2) The excluded individual was engaged in the lawful exercise of any right or privilege guaranteed under the United States Constitution, Constitution of the State of Oregon, or any other law.

Exclusions During an Election:

To ensure eligible voters are not excluded, a maximum of two hours shall be permitted to anyone issued a notice of exclusion in order to participate in an election facilitated on City property.

DRAFT

Table of Contents:

Tier 1: Disruptive Personal Conduct	3
Tier 2: Disruptive Property Violations	7
Tier 3: Criminal Violations	8

Tier 1: Disruptive Personal Conduct						
Consequences (Exclusion Period)						
#	Violation	1st Violation	2nd Violation	3rd Violation	4th Violation	5th Violation
1	Excessive Odor, either because of Poor personal hygiene or excessive cologne/perfume	Asked to leave until Resolved	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
2	Disruptive Cell Phone Use	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
3	Loud Noises, including but not limited to shouting, snoring, and impermissible audio equipment use	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days

4	Disregarding the Direction of Facility Staff	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
5	Verbal or Written abuse directed toward staff or patrons	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
6	Behavior that endangers other Patrons and/or Staff Including verbal abuse	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
7	Solicitation of any kind, except in dedicated areas	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
8	Use of Tobacco, Cigarettes, e-cigarettes, or Vape Pens	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days

9	Leaving Personal Items unattended	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
10	Disruptive Eating (Consuming food that is loud or messy, more than a quick tidy snack)	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for One Week	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
11	Leaving Trash or food waste in the facility (except in designated garbage receptacles)	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
12	Entering or Remaining on facility premises with belongings that cannot be carried in a single trip and stored under a library chair or table without disturbing others	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
13	Using Restrooms for bathing, washing hair, shaving, washing laundry, or other improper use	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days

14	Significantly rearranging or moving furniture or materials without returning them.	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
15	Using Rooms, materials, and/or furniture for purposes for which they are not intended	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
16	Laying on the floor for the purpose of sleeping	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
17	Blocking Access to Facility Services	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
18	Bringing Animals into the facility (Except Service Animals)	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days

19	Intoxication: Including exhibiting any signs of or being under the influence; being under the influence of any controlled substance listed in Schedules I-V of the Controlled Substances Act, 21 U.S.C. §812 (Wilsonville City Code 10.300)	Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
20	Skateboarding in a prohibited area (Wilsonville City Code 10.420)	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
21	Fraudulently Using another Patron's account for any purpose	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
Tier 2: Disruptive Property Violations						
Consequences (Exclusion Period)						
#	Violation	1st Violation	2nd Violation	3rd Violation	4th Violation	5th Violation
22	Blocking Access to Facility Services	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days

23	Using Facility Rooms, Materials, and/or furniture for purposes in which they are not intended	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
24	Damage to City Facility or Facility Property	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
25	Disruptive behavior defined as conduct that interferes with: (a) Normal facility operations; and/or (b) Staff's ability to do their job; and/ or (c) Another patron's ability to use a facility.	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
Tier 3: Criminal Violations						
Consequences (Exclusion Period)						
#	Violation	1st Violation	2nd Violation	3rd Violation	4th Violation	5th Violation
26	Refusing to leave the facility when asked to do so	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

27	Harassment of Staff or other Patrons	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
28	Intoxication: Including exhibiting any signs of or being under the influence; being under the influence of any controlled substance listed in Schedules I-V of the Controlled Substances Act, 21 U.S.C. §812 (ORS 475; Wilsonville City Code 10.300)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
29	Selling, Using or Distributing of Cannabis, Alcohol or Other illegal substances. (ORS 475.005)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
30	Engaging in Conduct that is classified as theft such as taking, appropriating, or withholding property from a patron or a city facility. (ORS 164.055)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
31	Engaging in disorderly conduct by intentionally causing public inconvenience or alarm, pulling a fire alarm when there is no emergency, circulating a knowingly false report, inciting a riot. (ORS 166.023; ORS 166.715)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

32	Engaging in Sexual Conduct including but not limited to indecent exposure or physical contact through clothing for sexual gratification or disregarding another person's reasonable expectation of privacy. (ORS 167.060;ORS 163.70)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
33	Attempting to bribe a public servant/employee with the intent to assert influence. (ORS 162)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
34	Engaging in Conduct including: (1) Homicide (2) Assault and Related Offenses (3) Kidnapping and Related Offenses (4) Coercion (5) Sexual Offenses (6) Invasion of Privacy (7) Stalking (ORS 163)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
35	Engaging in conduct such as extortion, money laundering, arson, criminal mischief, graffiti, littering or other criminal offenses regarding the destruction of city property. (ORS 164)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

36	Engaging in Conduct that is fraudulent or deceptive such as forgery, fraudulent use of a credit card, falsifying a record, misrepresentation of age, misrepresentation of identity. (ORS 165)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
37	Possession of a firearm, destructive device, ammunition, or body armor on city property. (ORS 166)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
38	Engaging in Conduct that is abusive of animals, creates a hazard, obscene, promotes gambling, or prostitution (ORS 167)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
39	Conduct in which a person below the age of 21 years old attempts to purchase, acquire, or possess any form of alcoholic liquor. (Wilsonville City Code 10.130)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
40	Allow a dog to be off leash or at large in any public street, park, or other city facility unless it is a designated are for off leash animals, or the dog is a service animal. The owner is responsible for all fecal matter collection and any behaviors of the animal. (Wilsonville City Code 10.220;10.240)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

41	Engaging in conduct that harms or kills birds or any animal without consent in the form of a written motion from the City Council approving/designating such animal as a nuisance. (Wilsonville City Code 10.230)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
42	Engaging in conduct in which a person requests an immediate donation of money or any other gratuity from another person, and includes seeking donations: (a) by vocal appeal or for music, singing, or other street performance; (b) When the person being solicited receives an item of little or no monetary value in exchange for a donation, under circumstances where a reasonable person would understand that the transaction is in substance a donation. (Wilsonville City Code 10.310)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
43	Spitting upon a public sidewalk or street, or in a public facility, except in receptacles designated for that purpose. Urinating or defecating in public unless it is in an appropriately designated bathroom facility. (Wilsonville City Code 10.350)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
44	Engaging in Conduct of destroying or injuring any property of the City. (Wilsonville City Code 10.350)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

45	Intentionally defacing or tearing down any notice, bulletin, or sign before its date of expiration; or posting of any unauthorized posters. (Wilsonville City Code 10.390)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
46	Engaging in conduct of jumping, climbing, or diving from the public pilings at the boat dock or swimming dock at the Wilsonville Memorial Park or Boone's Ferry Park. (Wilsonville City Code 10.425)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
47	Engaging in Conduct of unauthorized camping on public property. (Wilsonville City Code 10.425)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
48	Promoting an individual to commit any of the offenses specifically prohibited in the City code. (Wilsonville City Code 10.510)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

City of Wilsonville's Civil Exclusion Policy

Exclusion Generally:

The following conduct is prohibited on the City of Wilsonville's Property as authorized by the City Manager. Wilsonville Code 10.540. City Property means any property, including but not limited to parks, greenways, libraries, buildings, parking lots, or other land or physical structures owned by the City. Persons who violate rules outlined below ("Conduct Violations") may be subject to the penalties set forth herein.

Engaging in more than one of the Conduct Violations 1-25 below or any Conduct Violations listed in rules 26-48 may be cause for immediate exclusion as well as criminal penalty. Engaging in: (a) one or more of the Conduct Violations on different City Properties on the same day or within a previously imposed exclusion period; (b) more than one of the Conduct Violations 1-25 below; or (c) any Conduct Violations listed in rules 26-48 may be cause for exclusion from all City Property for a period of one day to 180 days, dependent on the number and severity of the Conduct Violation(s). An excluding officer is defined as any police officer or City employee who is authorized by the City Manager to issue exclusions.

Repeat Offenses:

Individuals who repeatedly engage in Conduct Violations after having been previously excluded for Conduct Violations will face longer exclusions. Repeat offenders need not violate the same rule to be subject to stricter enforcement and may not be warned that their conduct is inappropriate before being excluded.

Exclusion Regarding Criminal Conduct:

The City of Wilsonville may issue a civil exclusion in addition to any criminal penalties or exclusions issued by law enforcement.

Written Notice:

City employees or exclusion officers will attempt to provide written notice to the fullest extent possible. Written notice signed by the excluding officer shall be given to any person excluded from any City Property. The notice shall specify: (a) the date of the exclusion's issuance; (b) length of exclusion; (c) City Property from which the person is excluded; (d) identify the provision of law the person has violated and shall contain a brief description of the offending conduct; (e) inform the excluded person of the right to appeal, including the time limit and the place of delivering the appeal; (f) inform the excluded person of the right to petition for a waiver of all or any portion of the exclusion; and (g) the consequences for failure to comply shall be prominently displayed on the notice.

Appeal Procedure:

A person receiving such notice of exclusion may appeal, in writing, to the Wilsonville Municipal Court Clerk. A hearing shall be held at the next regularly scheduled session of the Wilsonville Municipal Court. The excluded individual may request, in writing, setting forth the reason therefor, that the hearing be postponed, and the Clerk shall grant such a postponement upon a showing of necessity. The Municipal Judge shall dismiss the exclusion upon a showing that: (1) The excluding officer lacked probable cause;

or (2) The excluded individual was engaged in the lawful exercise of any right or privilege guaranteed under the United States Constitution, Constitution of the State of Oregon, or any other law.

Exclusions During an Election:

To ensure eligible voters are not excluded, a maximum of two hours shall be permitted to anyone issued a notice of exclusion in order to participate in an election facilitated on City property.

DRAFT

Table of Contents:

Tier 1: Disruptive Personal Conduct	3
Tier 2: Disruptive Property Violations	7
Tier 3: Criminal Violations	8

Tier 1: Disruptive Personal Conduct						
Consequences (Exclusion Period)						
#	Violation	1st Violation	2nd Violation	3rd Violation	4th Violation	5th Violation
1	Excessive Odor, either because of Poor personal hygiene or excessive cologne/perfume	Asked to leave until Resolved	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
2	Disruptive Cell Phone Use	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
3	Loud Noises, including but not limited to shouting, snoring, and impermissible audio equipment use	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days

4	Disregarding the Direction of Facility Staff	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
5	Verbal or Written abuse directed toward staff or patrons	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
6	Behavior that endangers other Patrons and/or Staff Including verbal abuse	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
7	Solicitation of any kind, except in dedicated areas	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
8	Use of Tobacco, Cigarettes, e-cigarettes, or Vape Pens	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days

9	Leaving Personal Items unattended	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
10	Disruptive Eating (Consuming food that is loud or messy, more than a quick tidy snack)	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for One Week	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
11	Leaving Trash or food waste in the facility (except in designated garbage receptacles)	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
12	Entering or Remaining on facility premises with belongings that cannot be carried in a single trip and stored under a library chair or table without disturbing others	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
13	Using Restrooms for bathing, washing hair, shaving, washing laundry, or other improper use	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days

14	Significantly rearranging or moving furniture or materials without returning them.	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
15	Using Rooms, materials, and/or furniture for purposes for which they are not intended	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
16	Laying on the floor for the purpose of sleeping	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
17	Blocking Access to Facility Services	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
18	Bringing Animals into the facility (Except Service Animals)	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days

19	Intoxication: Including exhibiting any signs of or being under the influence; being under the influence of any controlled substance listed in Schedules I-V of the Controlled Substances Act, 21 U.S.C. §812 (Wilsonville City Code 10.300)	Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
20	Skateboarding in a prohibited area (Wilsonville City Code 10.420)	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
21	Fraudulently Using another Patron's account for any purpose	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
Tier 2: Disruptive Property Violations						
Consequences (Exclusion Period)						
#	Violation	1st Violation	2nd Violation	3rd Violation	4th Violation	5th Violation
22	Blocking Access to Facility Services	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days

23	Using Facility Rooms, Materials, and/or furniture for purposes in which they are not intended	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
24	Damage to City Facility or Facility Property	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
25	Disruptive behavior defined as conduct that interferes with: (a) Normal facility operations; and/or (b) Staff's ability to do their job; and/ or (c) Another patron's ability to use a facility.	Warning Given; and if Continued Exclusion for Remainder of Day	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion 180 days
Tier 3: Criminal Violations						
Consequences (Exclusion Period)						
#	Violation	1st Violation	2nd Violation	3rd Violation	4th Violation	5th Violation
26	Refusing to leave the facility when asked to do so	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

27	Harassment of Staff or other Patrons	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
28	Intoxication: Including exhibiting any signs of or being under the influence; being under the influence of any controlled substance listed in Schedules I-V of the Controlled Substances Act, 21 U.S.C. §812 (ORS 475; Wilsonville City Code 10.300)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
29	Selling, Using or Distributing of Cannabis, Alcohol or Other illegal substances. (ORS 475.005)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
30	Engaging in Conduct that is classified as theft such as taking, appropriating, or withholding property from a patron or a city facility. (ORS 164.055)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
31	Engaging in disorderly conduct by intentionally causing public inconvenience or alarm, pulling a fire alarm when there is no emergency, circulating a knowingly false report, inciting a riot. (ORS 166.023; ORS 166.715)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

32	Engaging in Sexual Conduct including but not limited to indecent exposure or physical contact through clothing for sexual gratification or disregarding another person's reasonable expectation of privacy. (ORS 167.060;ORS 163.70)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
33	Attempting to bribe a public servant/employee with the intent to assert influence. (ORS 162)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
34	Engaging in Conduct including: (1) Homicide (2) Assault and Related Offenses (3) Kidnapping and Related Offenses (4) Coercion (5) Sexual Offenses (6) Invasion of Privacy (7) Stalking (ORS 163)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
35	Engaging in conduct such as extortion, money laundering, arson, criminal mischief, graffiti, littering or other criminal offenses regarding the destruction of city property. (ORS 164)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

36	Engaging in Conduct that is fraudulent or deceptive such as forgery, fraudulent use of a credit card, falsifying a record, misrepresentation of age, misrepresentation of identity. (ORS 165)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
37	Possession of a firearm, destructive device, ammunition, or body armor on city property. (ORS 166)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
38	Engaging in Conduct that is abusive of animals, creates a hazard, obscene, promotes gambling, or prostitution (ORS 167)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
39	Conduct in which a person below the age of 21 years old attempts to purchase, acquire, or possess any form of alcoholic liquor. (Wilsonville City Code 10.130)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
40	Allow a dog to be off leash or at large in any public street, park, or other city facility unless it is a designated are for off leash animals, or the dog is a service animal. The owner is responsible for all fecal matter collection and any behaviors of the animal. (Wilsonville City Code 10.220;10.240)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

41	Engaging in conduct that harms or kills birds or any animal without consent in the form of a written motion from the City Council approving/designating such animal as a nuisance. (Wilsonville City Code 10.230)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
42	Engaging in conduct in which a person requests an immediate donation of money or any other gratuity from another person, and includes seeking donations: (a) by vocal appeal or for music, singing, or other street performance; (b) When the person being solicited receives an item of little or no monetary value in exchange for a donation, under circumstances where a reasonable person would understand that the transaction is in substance a donation. (Wilsonville City Code 10.310)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
43	Spitting upon a public sidewalk or street, or in a public facility, except in receptacles designated for that purpose. Urinating or defecating in public unless it is in an appropriately designated bathroom facility. (Wilsonville City Code 10.350)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
44	Engaging in Conduct of destroying or injuring any property of the City. (Wilsonville City Code 10.350)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

45	Intentionally defacing or tearing down any notice, bulletin, or sign before its date of expiration; or posting of any unauthorized posters. (Wilsonville City Code 10.390)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
46	Engaging in conduct of jumping, climbing, or diving from the public pilings at the boat dock or swimming dock at the Wilsonville Memorial Park or Boone's Ferry Park. (Wilsonville City Code 10.425)	Immediate Exclusion for 7 Days with No Warning	Excluded for 30 Days	Excluded For 60 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
47	Engaging in Conduct of unauthorized camping on public property. (Wilsonville City Code 10.425)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days
48	Promoting an individual to commit any of the offenses specifically prohibited in the City code. (Wilsonville City Code 10.510)	Immediate Exclusion with No Warning	Excluded for 7 Days	Excluded For 30 Days	If within two years before the date of the present exclusion, 90 days	If within two years before the date of the present exclusion, 180 days

CITY COUNCIL ROLLING SCHEDULE
Board and Commission Meetings
Items known as of 05/19/23

Item 4.

June

6/5	Monday	7:00 pm	City Council Meeting	Council Chambers
6/12	Monday	6:30 pm	DRB Panel A	Council Chambers
6/13	Tuesday	6:00 pm	DEI & DEI Lecture Series Subcommittee	Council Chambers
6/14	Wednesday	6:00 pm	Planning Commission	Council Chambers
6/19	Monday	7:00 pm	City Council & URA Council	Council Chambers
6/21	Wednesday	5:00 pm	Arts, Culture & Heritage Comm.	Council Chambers
6/26	Monday	6:30 pm	DRB Panel B	Council Chambers
6/28	Wednesday	6:30 pm	Library Board	Library

July

7/3	Monday		City Council Meeting - Cancelled	
7/10	Monday	6:30 pm	DRB Panel A	Council Chambers
7/11	Tuesday	6:00 pm	DEI & DEI Lecture Series Subcommittee	Council Chambers
7/12	Wednesday	6:00 pm	Planning Commission	Council Chambers
7/17	Monday	7:00 pm	City Council & URA Council	Council Chambers
7/19	Wednesday	5:00 pm	Arts, Culture & Heritage Comm.	Council Chambers
7/24	Monday	6:30 pm	DRB Panel B	Council Chambers

Community Events:

June – All Month

Pride Month
 Immigrant Heritage Month

- 6/1 Gentle Yoga, 8:30 am, Community Center
 Ladies Afternoon Out, 1:00 pm, Community Center
 Beginning Tai Chi, 3:00 pm, Community Center
 Restorative Yoga, 7:15 pm, Community Center
- 6/2 Healthy Bones and Balance, 8:30 am, Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Community Center
 Bike Rodeo, 10:00 am, Wilsonville Transit Center
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Bridge Group, 11:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center

Mexican Train Dominoes, 1:00 pm, Community Center
 First Friday Films, 3:00 pm, Library
 Wilsonville Family Disco Dance, 7:00 pm, Stein-Boozier Barn

- 6/3 Barre Sculpt, 9:00 am, Community Center
 Bike Rodeo, 10:00 am, Meridian Creek Middle School
- 6/5 Healthy Bones and Balance, 8:30 am, Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Community Center
 Life 101 Lecture Series: Energy-Saving Tips and Techniques, 10:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Bridge Group, 1:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Body Sculpt, 6:00 pm, Community Center
- 6/6 Ukulele Jam, 9:00 am, Parks & Rec Admin Building
 Quilters, 9:00 am, Tauchman House
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm, Library
 Virtual Reality Fitness, 1:00 pm, Community Center
 Beginning Tai Chi, 3:00 pm, Community Center
 Oil Painting, 5:30 pm, Parks & Rec Administration Building
 Barre Stretch & Tone, 5:45 pm, Community Center
 Gentle Flow Yoga, 7:15 pm, Community Center
- 6/7 Healthy Bones and Balance, 8:30 am, Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Community Center
 Digital Photography Club, 10:00 am, Community Center
 PROFILES, 11:00 am, (online)
 Sit and Be Fit, 11:00 am, Community Center
 Walk at Lunch, 12:00 noon, Therapeutic Assoc.
 Lunch at the Community Center, 12:00 noon, Community Center
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center
 Bingo, 1:00 pm, Wilsonville Community Center
- 6/8 Gentle Yoga, 8:30 am, Community Center
 Ladies Afternoon Out, 1:00 pm, Community Center
 Beginning Tai Chi, 3:00 pm, Community Center
 DEI Committee Presents: Systemic Racism in Oregon Schools, 6:30 pm, Library – Oak Room
 Restorative Yoga, 7:15 pm, Community Center
- 6/9 Stand, Sit and Be Fit, 11:00 am, Community Center
 Bridge Group, 11:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center

- 6/10 Barre Sculpt, 9:00 am, Community Center
Oil Painting, 10:00 am, Parks & Rec Administration Building
- 6/12 Alzheimer's Education: Healthy Living for Brain and Body, 10:30 am, Community Center
Lunch at the Community Center, 12:00 pm, Community Center
Weight Loss Support Group, 12:30 pm, Community Center
Bridge Group, 1:00 pm, Community Center
Mexican Train Dominoes, 1:00 pm, Community Center
Body Sculpt, 6:00 pm, Community Center
- 6/13 Ukulele Jam, 9:00 am, Parks & Rec Admin Building
Quilters, 9:00 am, Tauchman House
ODHS Drop-In Assistance, 10:00 am, Library
Stand, Sit and Be Fit, 11:00 am, Community Center
Lunch at the Community Center, 12:00 pm, Community Center
Caregiver/Alzheimer's Support Group, 1:00 pm, Community Center
ODHS Drop-In Assistance, 1:00 pm, Library
Virtual Reality Fitness, 1:00 pm, Community Center
Beginning Tai Chi, 3:00 pm, Community Center
Barre Stretch & Tone, 5:45 pm, Community Center
Gentle Flow Yoga, 7:15 pm, Community Center
- 6/14 Digital Photography Club, 10:00 am, Community Center
Sit and Be Fit, 11:00 am, Community Center
Walk at Lunch, 12:00 noon, Lux Sucre, Charbonneau
Lunch at the Community Center, 12:00 noon, Community Center
Pinochle/Cribbage, 1:00 pm, Community Center
- 6/15 Gentle Yoga, 8:30 am, Community Center
Walking Book Club, 1:00 pm, Library
Ladies Afternoon Out, 1:00 pm, Community Center
Beginning Tai Chi, 3:00 pm, Community Center
Restorative Yoga, 7:15 pm, Community Center
- 6/16 Stand, Sit and Be Fit, 11:00 am, Community Center
Bridge Group, 11:30 am, Community Center
Lunch at the Community Center, 12:00 pm, Community Center
Mexican Train Dominoes, 1:00 pm, Community Center
- 6/17 Soccer Shots, 9:00 am, Memorial Park
Barre Sculpt, 9:00 am, Community Center
Space Talks, 11:00 am, Library – Oak Room
Juneteenth Celebration, 12:00 noon, Town Center Park
- 6/19 Juneteenth – All Day
Healthy Bones and Balance, 8:30 am, Community Center
Stars Camp, 9:00 am, Memorial Park River Shelter

Advanced Healthy Bones and Balance, 9:30 am, Community Center
 Life 101 Lecture Series: Building Natural Immunity, 10:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Weight Loss Support Group, 12:30 pm, Community Center
 Bridge Group, 1:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center
 Genealogy Club, 1:00 pm, Library – Oak Room
 Body Sculpt, 6:00 pm, Community Center

- 6/20 Ukulele Jam, 9:00 am, Parks & Rec Administration Building
 Quilters, 9:00 am, Tauchman House
 Stars Camp, 9:00 am, Memorial Park River Shelter
 ODHS Drop-In Assistance, 10:00 am – Library
 Baby & Toddler Time, 10:30 am – Library
 Stand, Sit and Be Fit, 11:15 am – Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 ODHS Drop-In Assistance, 1:00 pm – Library
 Virtual Reality Fitness, 1:00 pm – Community Center
 Teen Event: Scavenger Hunt, 2:00 pm – Library – Oak Room
 Beginning Tai Chi, 3:00 pm, Community Center
 Barre Stretch & Tone, 5:45 pm, Community Center
 Gently Flow Yoga, 7:15 pm, Community Center
- 6/21 Healthy Bones and Balance, 8:30 am, Community Center
 Stars Camp, 9:00 am, Memorial Park River Shelter
 Advanced Healthy Bones and Balance, 9:30 am, Community Center
 Digital Photography Club, 10:00 am, Community Center
 Community Bike Ride, 10:00 am, Murase Plaza
 Stories & Science, 10:30 am, Library – Oak Room
 Sit and Be Fit, 11:00 am, Community Center
 Walk at Lunch, noon, Clackamas Community College
 Stories & Science, 12:00 pm, Library – Oak Room
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center
- 6/22 Gentle Yoga, 8:30 am, Community Center
 Thursday Fun Show: Music with Mo Phillips, 11:00 am, Grove Shelter at Memorial Park
 Ladies Afternoon Out, 1:00 pm, Community Center
 Beginning Tai Chi, 3:00 pm, Community Center
 Restorative Yoga, 7:15 pm, Community Center
- 6/23 Healthy Bones and Balance, 8:30 am, Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Community Center
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Bridge Group, 11:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center

- 6/24 Barre Sculpt, 9:00 am, Community Center
Soccer Shots, 9:00 am, Memorial Park
- 6/25 Community Bike Ride, 10:00 am, Sophia Park
- 6/26 Healthy Bones and Balance, 8:30 am, Community Center
Chess Wizards Camp, 9:00 am, Parks & Rec Administration Building
Bike Adventure Camp, 9:00 am, Tauchman House @ Boones Ferry Park
Fish, Forage, Fire! Summer Camp, 9:00 am, Mary S. Young Park (in West Linn)
Intro to Wilderness Survival Camp, 9:00 am, Mary S. Young Park (in West Linn)
Advanced Healthy Bones and Balance, 9:30 am, Community Center
Blood Drive, 10:00 am, Library – Oak Room
Estate Planning 101, 10:30 am, Community Center
Lunch at the Community Center, 12:00 pm, Community Center
Weight Loss Support Group, 12:30 pm, Community Center
Bridge Group, 1:00 pm, Community Center
Mexican Train Dominoes, 1:00 pm, Community Center
Body Sculpt, 6:00 pm, Community Center
- 6/27 Ukulele Jam, 9:00 am, Parks & Rec Administrative Building
Quilters, 9:00 am, Community Center
Chess Wizards Camp, 9:00 am, Parks & Rec Administration Building
Bike Adventure Camp, 9:00 am, Tauchman House @ Boones Ferry Park
Fish, Forage, Fire! Summer Camp, 9:00 am, Mary S. Young Park (in West Linn)
Intro to Wilderness Survival Camp, 9:00 am, Mary S. Young Park (in West Linn)
ODHS Drop-In Assistance, 10:00 am – Library
Baby & Toddler Time, 10:30 am – Library
Stand, Sit and Be Fit, 11:15 am – Community Center
Lunch at the Community Center, 12:00 pm, Community Center
ODHS Drop-In Assistance, 1:00 pm – Library
Virtual Reality Fitness, 1:00 pm – Community Center
Teen Event: Green Teens, 2:00 pm, Library – Oak Room
Beginning Tai Chi, 3:00 pm, Community Center
Barre Stretch & Tone, 5:45 pm, Community Center
Como Administrar las Finanzas de su Negocia, 6:00 pm, Library
Gently Flow Yoga, 7:15 pm, Community Center
- 6/28 Healthy Bones and Balance, 8:30 am, Community Center
Chess Wizards Camp, 9:00 am, Parks & Rec Administration Building
Bike Adventure Camp, 9:00 am, Tauchman House @ Boones Ferry Park
Fish, Forage, Fire! Summer Camp, 9:00 am, Mary S. Young Park (in West Linn)
Intro to Wilderness Survival Camp, 9:00 am, Mary S. Young Park (in West Linn)
Advanced Healthy Bones and Balance, 9:30 am, Community Center
Digital Photography Club, 10:00 am, Community Center
Stories & Science, 10:30 am, Library – Oak Room
Sit and Be Fit, 11:00 am, Community Center
Stories & Science, 11:00 am, Library – Oak Room
Walk at Lunch, noon, Wild Grains GF Bakery

Stories & Science, 12:00 pm, Library – Oak Room
 Lunch at the Community Center, 12:00 pm, Community Center
 Pinochle/Cribbage, 1:00 pm, Community Center

- 6/29 Gentle Yoga, 8:30 am, Community Center
 Chess Wizards Camp, 9:00 am, Parks & Rec Administration Building
 Bike Adventure Camp, 9:00 am, Tauchman House @ Boones Ferry Park
 Fish, Forage, Fire! Summer Camp, 9:00 am, Mary S. Young Park (in West Linn)
 Intro to Wilderness Survival Camp, 9:00 am, Mary S. Young Park (in West Linn)
 Thursday Fun Show: Dr4gon Puppet Theatre, 11:00 am, Grove Shelter in Memorial Park
 Ladies Afternoon Out, 1:00 pm, Community Center
 Beginning Tai Chi, 3:00 pm, Community Center
 Restorative Yoga, 7:15 pm, Community Center
- 6/30 Healthy Bones and Balance, 8:30 am, Community Center
 Chess Wizards Camp, 9:00 am, Parks & Rec Administration Building
 Bike Adventure Camp, 9:00 am, Tauchman House @ Boones Ferry Park
 Fish, Forage, Fire! Summer Camp, 9:00 am, Mary S. Young Park (in West Linn)
 Intro to Wilderness Survival Camp, 9:00 am, Mary S. Young Park (in West Linn)
 Advanced Healthy Bones and Balance, 9:30 am, Community Center
 Stand, Sit and Be Fit, 11:00 am, Community Center
 Bridge Group, 11:30 am, Community Center
 Lunch at the Community Center, 12:00 pm, Community Center
 Mexican Train Dominoes, 1:00 pm, Community Center

July Disability Pride Month

- 7/3 Healthy Bones and Balance, 8:30 am, Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Community Center
- 7/4 Fourth of July Laser Light Show, 9:30 pm, Town Center Park
- 7/5 Healthy Bones and Balance, 8:30 am, Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Community Center
 Stories & Science, 10:30 am, Library – Oak Room
 Stories & Science, 12:00 pm, Library – Oak Room
 Bingo, 1:00 pm, Community Center
 Oil Painting, 5:30 pm, Parks & Rec Administrative Building
- 7/6 Gentle Yoga, 8:30 am, Community Center
 Thursday Fun Show: Storyteller Habiba Addo, 11:00 am, Grove Shelter at Memorial Park
 Ladies Afternoon Out, 1:00 pm, Community Center
 Beginning Tai Chi, 3:00 pm, Community Center
- 7/7 Healthy Bones and Balance, 8:30 am, Community Center
 Advanced Healthy Bones and Balance, 9:30 am, Community Center
 Bridge Group, 11:30 am, Community Center
 First Friday Films, 3:00 pm, Library

- 7/8 Barre Sculpt, 9:00 am, Community Center
Soccer Shots, 9:00 am, Memorial Park
- 7/9 Women of the Stars Class, 1:30 pm, Library
- 7/10 Healthy Bones and Balance, 8:30 am, Community Center
Intro to Wilderness Survival Camp, 9:00 am, Mary S. Young Park (in West Linn)
Girl's Earth Skills Camp, 9:00 am, Mary S. Young Park (in West Linn)
Advanced Healthy Bones and Balance, 9:30 am, Community Center
Life 101 Lecture Series: Breathe, 10:30 am, Community Center
Body Sculpt, 6:00 pm, Community Center
- 7/11 Intro to Wilderness Survival Camp, 9:00 am, Mary S. Young Park (in West Linn)
Girl's Earth Skills Camp, 9:00 am, Mary S. Young Park (in West Linn)
ODHS Drop-In Assistance, 10:00 am – Library
Baby & Toddler Time, 10:30 am – Library
Baby & Toddler Time, 11:00 am – Library
Caregiver/Alzheimer's Support Group, 1:00 pm, Community Center
ODHS Drop-In Assistance, 1:00 pm, Library
Beginning Tai Chi, 3:00 pm, Community Center
Barre Stretch & Tone, 5:45 pm, Community Center
Gentle Flow Yoga, 7:15 pm, Community Center
Teen Event: Library After Dark, 10:00 pm, Library
- 7/12 Intro to Wilderness Survival Camp, 9:00 am, Mary S. Young Park (in West Linn)
Girl's Earth Skills Camp, 9:00 am, Mary S. Young Park (in West Linn)
Community Bike Ride, 10:00 am, Library
Stories & Science, 10:30 am, Library – Oak Room
Stories & Science, 12:00 pm, Library – Oak Room
Walk at Lunch, 12:00 pm, TriMet/WES
Focus, Attention, Anxiety & Stress Relief Session II, 5:45 pm, Community Center
- 7/13 Gentle Yoga, 8:30 am, Community Center
Intro to Wilderness Survival Camp, 9:00 am, Mary S. Young Park (in West Linn)
Girl's Earth Skills Camp, 9:00 am, Mary S. Young Park (in West Linn)
Thursday Fun Show: Magician Seth Howard, 11:00 am, Grove Shelter at Memorial Park
Ladies Afternoon Out, 1:00 pm, Community Center
Beginning Tai Chi, 3:00 pm, Community Center
Restorative Yoga, 7:15 pm, Community Center
- 7/14 Intro to Wilderness Survival Camp, 9:00 am, Mary S. Young Park (in West Linn)
Girl's Earth Skills Camp, 9:00 am, Mary S. Young Park (in West Linn)
Movies in the Park: Lightyear, 9:00 pm, Town Center Park
- 7/15 Barre Sculpt, 9:00 am, Community Center
Soccer Shots, 9:00 am, Memorial Park
Oil Painting, 10:00 am, Parks & Rec Administrative Building
Space Talks, 11:00 am, Library – Oak Room

- 7/16 Community Bike Ride, 10:00 am, Graham Oaks Nature Park
Women of the Stars Class, 1:30 pm, Library
- 7/17 YMCA – Stop Motion: Out of this World Camp, 8:30 am, Tauchman House
Health Bones and Balance, 8:30 am, Community Center
Intermediate Wilderness Survival, 9:00 am, Mary S. Young Park (in West Linn)
Advanced Healthy Bones and Balance, 9:30 am, Community Center
Alzheimer’s Education: 10 Warning Signs of Alzheimer’s, 10:30 am, Community Center
Genealogy Club, 1:00 pm, Library – Oak Room
Body Sculpt, 6:00 pm, Community Center
- 7/18 YMCA – Stop Motion: Out of this World Camp, 8:30 am, Tauchman House
Soccer Shots Summer Camp, 9:00 am, Memorial Park
Health Bones and Balance, 8:30 am, Community Center
Intermediate Wilderness Survival, 9:00 am, Mary S. Young Park (in West Linn)
ODHS Drop-In Assistance, 10:00 am – Library
Baby & Toddler Time, 10:30 am – Library
Baby & Toddler Time, 11:00 am – Library
ODHS Drop-In Assistance, 1:00 pm, Library
Teen Event: Flash Fiction Workshop, 2:00 pm, Library – Oak Room
Beginning Tai Chi, 3:00 pm, Community Center
Barre Stretch & Tone, 5:45 pm, Community Center
Gentle Flow Yoga, 7:15 pm, Community Center
- 7/19 YMCA – Stop Motion: Out of this World Camp, 8:30 am, Tauchman House
Health Bones and Balance, 8:30 am, Community Center
Soccer Shots Summer Camp, 9:00 am, Memorial Park
Intermediate Wilderness Survival, 9:00 am, Mary S. Young Park (in West Linn)
Advanced Healthy Bones and Balance, 9:30 am, Community Center
Stories & Science, 10:30 am, Library – Oak Room
PROFILES (online) 11:00 am, Library
Stories & Science, 12:00 pm, Library – Oak Room
Walk at Lunch, Benny’s Donuts, 12:00 pm
Focus, Attention, Anxiety & Stress Relief Session II, 5:45 pm, Community Center
- 7/20 YMCA – Stop Motion: Out of this World Camp, 8:30 am, Tauchman House
Soccer Shots Summer Camp, 9:00 am, Memorial Park
Intermediate Wilderness Survival, 9:00 am, Mary S. Young Park (in West Linn)
Thursday Fun Show: JuggleMania, 11:00 am, Grove Shelter at Memorial Park
Walking Book Club, 1:00 pm, Library
Ladies Afternoon Out, 1:00 pm, Community Center
Beginning Tai Chi, 3:00 pm, Community Center
Restorative Yoga, 7:15 pm, Community Center
- 7/21 YMCA – Stop Motion: Out of this World Camp, 8:30 am, Tauchman House
Health Bones and Balance, 8:30 am, Community Center
Soccer Shots Summer Camp, 9:00 am, Memorial Park

Intermediate Wilderness Survival, 9:00 am, Mary S. Young Park (in West Linn)
Advanced Healthy Bones and Balance, 9:30 am, Community Center

- 7/22 Barre Sculpt, 9:00 am, Community Center
Soccer Shots, 9:00 am, Memorial Park
- 7/23 Women of the Stars Class, 1:30 pm, Library
- 7/24 YMCA – Y-Chefs: Snack Attack Camp, 8:30 am, Tauchman House
Healthy Bones and Balance, 8:30 am, Community Center
Fish, Forage, Fire! Summer Camp, 9:00 am, Mary S. Young Park (in West Linn)
Advanced Healthy Bones and Balance, 9:30 am, Community Center
Long Term Care 101, 10:30 am, Community Center
Body Sculpt, 6:00 pm, Community Center
- 7/25 YMCA – Y-Chefs: Snack Attack Camp, 8:30 am, Tauchman House
Fish, Forage, Fire! Summer Camp, 9:00 am, Mary S. Young Park (in West Linn)
ODHS Drop-In Assistance, 10:00 am – Library
Baby & Toddler Time, 10:30 am – Library
Baby & Toddler Time, 11:00 am – Library
ODHS Drop-In Assistance, 1:00 pm, Library
Teen Event: Party in the Park, 2:00 pm, Library – Oak Room
Beginning Tai Chi, 3:00 pm, Community Center
Barre Stretch & Tone, 5:45 pm, Community Center
Gentle Flow Yoga, 7:15 pm, Community Center
- 7/26 Americans with Disability Act – All Day
YMCA – Y-Chefs: Snack Attack Camp, 8:30 am, Tauchman House
Healthy Bones and Balance, 8:30 am, Community Center
Fish, Forage, Fire! Summer Camp, 9:00 am, Mary S. Young Park (in West Linn)
Advanced Healthy Bones and Balance, 9:30 am, Community Center
Stories & Science, 10:30 am, Library – Oak Room
Stories & Science, 12:00 pm, Library – Oak Room
Walk at Lunch, 12:00 pm, Revitalize Health & Wellness
Focus, Attention, Anxiety & Stress Relief Session II, 5:45 pm, Community Center
- 7/27 YMCA – Stop Motion: Out of this World Camp, 8:30 am, Tauchman House
Gentle Yoga, 8:30 am, Community Center
Fish, Forage, Fire! Summer Camp, 9:00 am, Mary S. Young Park (in West Linn)
Thursday Fun Show: The Reptile Man, 11:00 am, Grove Shelter at Memorial Park
Ladies Afternoon Out, 1:00 pm, Community Center
Beginning Tai Chi, 3:00 pm, Community Center
Restorative Yoga, 7:15 pm, Community Center
- 7/28 YMCA – Y-Chefs: Snack Attack Camp, 8:30 am, Tauchman House
Healthy Bones and Balance, 8:30 am, Community Center
Fish, Forage, Fire! Summer Camp, 9:00 am, Mary S. Young Park (in West Linn)
Advanced Healthy Bones and Balance, 9:30 am, Community Center

Movies in the Park: Vivo, 8:45 pm, Edelweiss Park – Villebois

- 7/29 Barre Sculpt, 9:00 am, Community Center
 Soccer Shots, 9:00 am, Memorial Park
 Korean War Armistice Day Ceremony & Grand Opening of the Oregon Korean War Interpretive Center, 10:00 am, Town Center Park
- 7/30 Women of the Stars Class, 1:30 pm, Library
- 7/31 Healthy Bones and Balance, 8:30 am, Community Center
 Chess Wizards Camp, 9:00 am, Parks & Rec Administrative Building
 Intermediate Wilderness Survival, 9:00 am, Mary S. Young Park (in West Linn)
 Advanced Healthy Bones and Balance, 9:30 am, Community Center
 Life 101 Lecture Series: Nutrition and Food Myths, 10:30 am, Community Center
 Body Sculpt, 6:00 pm, Community Center

Wilsonville Community Sharing

Neighbors Helping Neighbors

Wilsonville City Council
June 5, 2023





What We Do

*Provide social services, food assistance, utility assistance, to **any** community member in financial need.*

2022 Snapshot

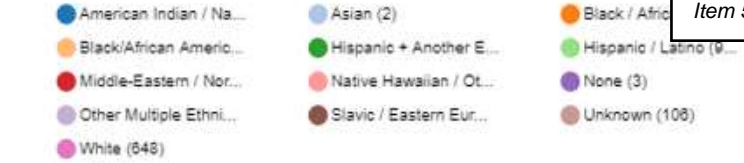
- Food Bank
 - 60663.00 lbs of food distributed 2324 Ind/1065 families served
- Utility Assistance
 - 53 households avg \$269.00 per assist
- Housing assistance
 - 5 households avg \$493.00 in rental assistance
- Volunteers: 985 hours, working multiple shifts-picking up food, stocking shelves, assisting clients.

Our Team

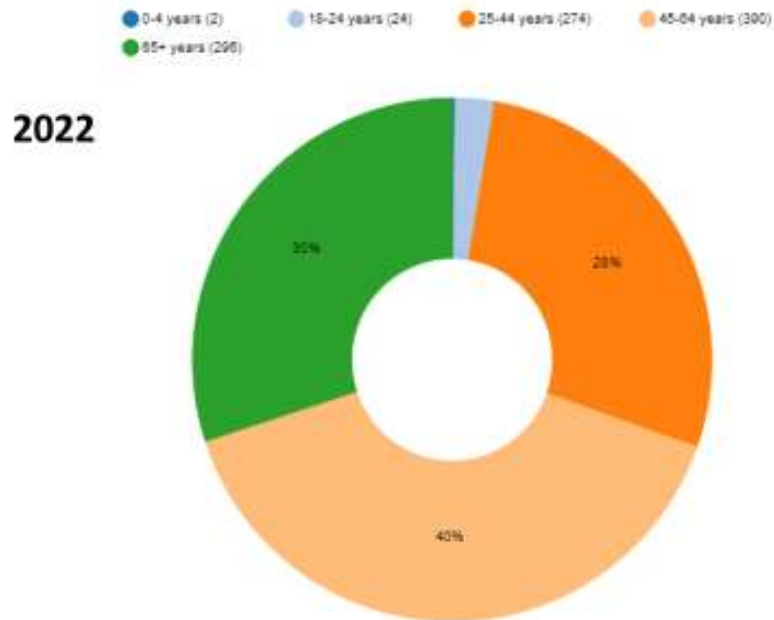
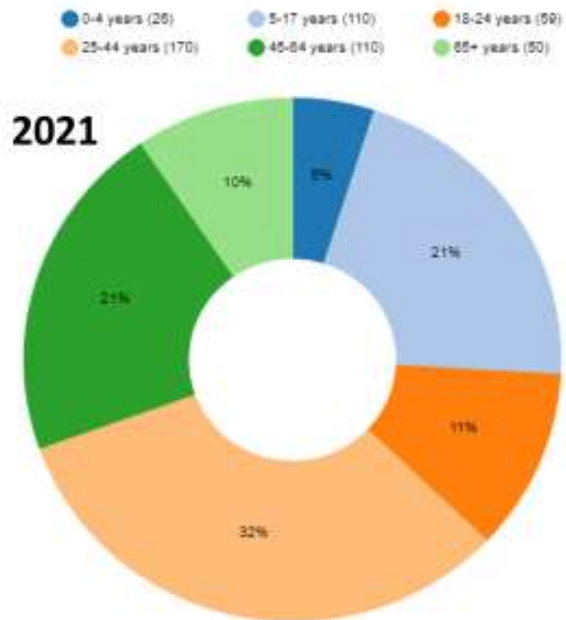
- Carlos Salazar, President
- Jerri Bohard, Vice President
- Nicole Hendrix, Secretary
- Katie Eicher, Treasurer
- Tom Hughes, Member at Large
- Megan Chuinard, Member at Large
- Jerry Call, Member at Large
- Leigh Crosby, Executive Director
- Andi Yates- Data Specialist
- Anne Sarin- Client Advocate

Client Ethnicity

Item 5.



Client age





Accomplishments

- Moved to our new location
- Successfully dispersed \$50,000 in ARPA relief funds
- Since our move we've increased our food bank client visits by 80% 2324 individuals in 2022. 1833 individual in 2021
- Streamlined the Intake process via online application, allowing 48 hour turnaround time.

In the Works

- Director being certified by Clackamas county to do CHA (Coordinated Housing Access) for the homeless 6/20/23
- Participating with City Planning on the TOD development
- Updating our fiscal policy



Moving Forward - Strategic Planning

1

Community Awareness

Educate, share, and inform of the services Wilsonville Community Sharing provides.

2

Community Connection

Pursue opportunities for connection through events and activities. Build a network that can help build access to services.

3

Explore & Pursue Opportunity

Explore various ways to provide our services and practices. Actively pursue funding opportunities and partnerships.



Thank you

Questions?



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 5, 2023		Subject: Resolution No. 3031 Authorizing the City Manager to Execute a Construction Contract with S-2 Contractors Inc., for Construction of the 2023 Street Maintenance Project (Capital Improvement Project #4014) Staff Member: Andrew Barrett, PE, Capital Projects Manager and Jason Rice, PE, Consulting Project Manager Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving the public bid process, accepting the lowest responsible bidder, and awarding a construction contract with S-2 Contractors Inc. in the amount of \$2,517,755 for the construction of the 2023 Street Maintenance project (Capital Improvement Project 4014).

EXECUTIVE SUMMARY:

The 2023 Street Maintenance project will rehabilitate three sections of roadway, including Boeckman Road from Boberg Rd. to Parkway Ave (excluding the I-5 overpass), as well as Wilsonville Road from Kinsman Road to I-5 southbound on/off ramps and from Boeckman Creek Bridge to Rose Lane. Contained within this work are spot repairs of damaged base material, a complete repaving of the surface and new striping once the paving is complete. A map of the work zones is provided as **Attachment 1**.

Typically, this work would trigger pedestrian improvements to be made under the Americans with Disabilities Act (ADA). However, staff was able to complete the required pedestrian improvements in these areas as a part of the 2022 Street Maintenance Project. That work included improving 15 curb ramps on Wilsonville Road at the intersections with Boones Ferry Road and Rose Lane and upgrading four (4) pedestrian signals on Wilsonville Road at the intersection with Boones Ferry Road.

The City received four (4) bids by the May 9, 2023 deadline (**Attachment 2**), of which S-2 Contractors Inc. submitted the lowest responsive and responsible bid of \$2,517,755.

EXPECTED RESULTS:

Rehabilitate or reconstruct the driving surface on approximately 0.75 miles of city roadways, including Boeckman Road and Wilsonville Road and extend bike facilities with buffered bike lane installation on Wilsonville Road.

TIMELINE:

Construction is expected to begin July 10, 2023, with a final completion date scheduled for September, 2023.

CURRENT YEAR BUDGET IMPACTS:

The adopted FY2022-23 budget includes \$817,200 for street maintenance of which approximately \$50,000 is available for construction of the 2023 Street Maintenance project. An additional \$2,950,000 is proposed for street maintenance design, construction, contract administration, and overhead in the FY2023-24 proposed budget. The street maintenance construction contract of \$2,517,755 is within the total anticipated budget amount.

COMMUNITY INVOLVEMENT PROCESS:

This project is contained within the City's 5-Year Capital Improvement Plan (CIP), the FY2022-23 Adopted Budget and the Proposed FY2023-24 Budget and as such, has been through both Budget Committee and Council Actions; processes that include opportunity for public conversation.

A project website is being created to communicate project related impacts and updates. Mailers are being prepared to communicate project impacts to residents and businesses near the work areas, letting them know when to expect work to begin and end in their specific area.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Coupled with the pedestrian improvements from last year's Street Maintenance project, this year's project will improve the safety for vehicular traffic in the same areas. The project will also improve the City's overall pavement condition index and extend the roadway serviceable life by replacing the surfaces of badly worn roadways. Bike buffers will be added to Wilsonville Road bike lanes as part of restriping the new roadway surfaces, enhancing Wilsonville bike network.

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

ALTERNATIVES:

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

CITY MANAGER COMMENT:

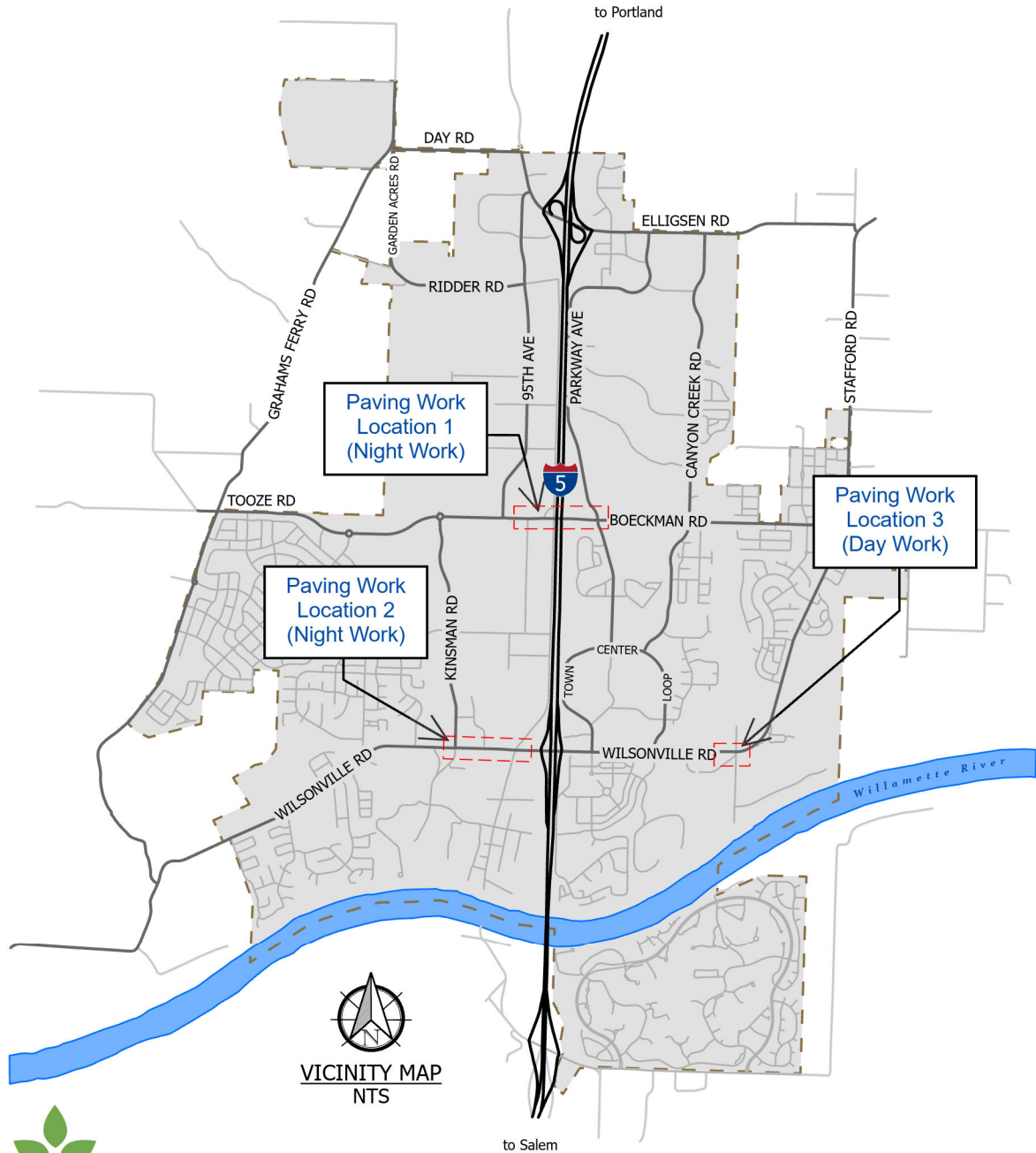
N/A

ATTACHMENTS:


1. Project Locations Map
2. Bid Tabulation Summary
3. Resolution No. 3031
 - a. 2023 Street Maintenance Construction Contract

Attachment 1 - Project Locations Map

Item 12.



Attachment 2 - Bid Tabulations Summary

<div>  <div> BID SUMMARY </div> <div> Project Name: 2023 Street Maintenance CIP #: 4014 File #: 23-01-001 </div> <div> Bid Opening Date & Time: May 9, 2023 @ 2:00 PM Engineer's Estimate: \$2,500,000 - \$3,500,000 </div> </div>													
Order Opened	Bidder Name	Envelope Marked	Proposal Complete	Acknowledge Addendums 1&2	Proposal Signed	Bid Security		Pre-Qual	Non- Collusion Affidavit	Certification of Status	First Tier Disclosure	Bid Amount	Bid Rank
						Amount	Type						
1	S-2 Contractors Inc.	1:00pm	Yes	Yes	Yes	\$ 251,775.50	Bond	Yes	Yes	Yes	Yes	\$ 2,517,755.00	1
2	Kerr Contractors Oregon LLC	1:40pm	Yes	Yes	Yes	\$ 334,580.00	Bond	Yes	Yes	Yes	Yes	\$ 3,345,800.00	4
3	Knife River Corporation	1:40pm	Yes	Yes	Yes	\$ 265,040.00	Bond	Yes	Yes	Yes	Yes	\$ 2,650,400.00	2
4	Brix Paving	1:42pm	Yes	Yes	Yes	\$ 273,268.20	Bond	Yes	Yes	Yes	Yes	\$ 2,732,682.00	3

RESOLUTION NO. 3031**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH S-2 CONTRACTORS INC. FOR CONSTRUCTION OF THE 2023 STREET MAINTENANCE PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 4014).**

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project No. 4014, known as the 2023 Street Maintenance project (the Project); and

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

WHEREAS, four bids were received and opened on May 9, 2023 and S-2 Contractors Inc. submitted a bid of \$2,517,755.00 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and S-2 Contractors Inc. has submitted the lowest responsive and responsible bid.

Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with S-2 Contractors Inc. for a stated value of \$2,517,755.00, which is substantially similar to **Exhibit A** attached hereto.

Section 3. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of June, 2023, and filed with the Wilsonville City Recorder this date.

Kristin Akervall, Council President

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald Excused

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. 2023 Street Maintenance Construction Contract

CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the 2023 Street Maintenance Project (“Project”) is made and entered into on this ____ day of _____ 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **S-2 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 the 2023 Street Maintenance Project, dated April 14, 2023, including Plans and Details bound separately; Contractor’s Bid submitted in response thereto; Project Specific Special Provisions; General Conditions; 2017 City of Wilsonville Public Works Standards; Oregon Department of Transportation 2021 Oregon Standard Specifications for Construction; Special Provisions to ODOT Standards; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Scope of Work

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

Section 3. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than September 30, 2023, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. All Work must be at Substantial Completion by no later than August 31, 2023, and at Final Completion by September 30, 2023. See **Section 24** for the definitions of Substantial Completion and Final Completion.

Section 4. Contractor’s Work

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

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

4.3. 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.

4.4. 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 5. Contract Sum, Retainage, and Payment

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor the not-to-exceed amount of TWO MILLION FIVE HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED FIFTY-FIVE DOLLARS (\$2,517,755), based on the unit pricing described in the Contract Documents, for performance of the Work (“Contract Sum”). Any compensation in excess

of the Contract Sum will require an express written Change Order between the City and Contractor. Unit Prices are as more particularly described in the Contract Documents.

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

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

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

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

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

Section 6. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2023, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. 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 7. Filing of Certified Statement

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

Section 8. Reports to Department of Revenue

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

Section 9. City's Rights and Responsibilities

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

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

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

9.4. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract

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

9.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2022-23. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 22**.

Section 10. City's Project Manager

The City's Project Manager is Jason Rice, a consulting project manager for the City. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

Section 11. Contractor's Project Manager

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

Section 12. Project Information

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

Section 13. Duty to Inform

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

Section 14. Subcontractors and Assignments

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

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

Section 15. Contractor's Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.14. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or a contractor, Contractor or the first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end

of the ten (10) day period within which payment is due under ORS 279C.580(3)(a) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due shall be calculated in accordance with ORS 279C.515(2). The amount of interest may not be waived.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 16. Subcontractor Requirements

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

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

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

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

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

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

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

Section 17. Environmental Laws

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

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
 Port Districts
 County Service Districts
 Water Districts

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

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

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

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

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

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

Section 18. Indemnity

18.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the

part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 18.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

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

Section 19. Insurance

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

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

19.1.2. Professional Errors and Omissions Coverage. Contractor agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Work hereunder with a limit of no less than **\$2,000,000** per claim. Contractor shall maintain this insurance for damages alleged to be as a result of errors,

omissions, or negligent acts of Contractor. Such policy shall have a retroactive date effective before the commencement of any work by Contractor on the Work covered by this Contract, and coverage will remain in force for a period of at least three (3) years after termination of this Contract.

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

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

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

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

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

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

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

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

Section 20. Bonding Requirements

]

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

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

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

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

Section 21. Warranty

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

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

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

Section 22. Early Termination; Default

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

22.1.1. By mutual written consent of the parties;

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

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

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

of the default and a period of ten (10) days to cure the default. If Contractor notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

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

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

Section 23. Suspension of Work

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

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

24.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete, and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and the roads are fully functional and ready to use, with only minor punch list items remaining that do not significantly impact road use. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within thirty (30) days thereof, and then a final walk-through will occur to confirm all punch list items have been completed. Final payment will occur upon completion of all punch list items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before August 31, 2023 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Subsections 24.3 and 24.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

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

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

24.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of 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.

24.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of September 30, 2023, or any written extension thereof granted by the City, Contractor shall pay the City Four Hundred Dollars (\$400) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

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

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

Section 25. Contract Modification; Change Orders

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

responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

Section 26. Dispute Resolution

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

Section 27. Access to Records

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

Section 28. Property of the City

28.1. 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 Contractor under this Contract shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Contractor as creator of such work shall be conveyed to the City upon request without additional compensation.

28.2. 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 29. Notices

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

To City:	City of Wilsonville Attn: Jason Rice, Consulting Project Manager 29799 SW Town Center Loop East Wilsonville, OR 97070
----------	--

To Contractor: S-2 Contractors Inc.
 Attn: Kerry Robitsch
 6860 S Anderson Road
 Aurora, OR 97002

Section 30. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by

each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

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

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

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

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

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

CONTRACTOR:

S-2 CONTRACTORS INC.

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

EIN/Tax I.D. No. _____

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 5, 2023		Subject: Resolution No. 3061 Wilsonville Community Sharing Support Grant Agreement Staff Member: Cricket Jones, Finance Operations Supervisor 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 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: This resolution authorizes an agreement between the City and Wilsonville Community Sharing (WCS), for WCS to provide certain assistance to Wilsonville residents for fiscal year 2023-24 in the total amount of \$60,000	
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:

Approve a grant of financial assistance to Wilsonville Community Sharing for fiscal year 2023-24.

EXECUTIVE SUMMARY:

The annual Support Grant Agreement between the City of Wilsonville and Wilsonville Community Sharing (WCS) expires June 30, 2023 and the attached agreement will extend through June 30, 2028.

The City of Wilsonville has supported the administrative and operational services of Wilsonville Community Sharing (WCS) through financial support for more than 20 years.

For FY 2023-24, the Approved Budget includes \$60,000 for a general purpose portion dedicated to, but not limited to, providing staffing, food, prescription help, rent and housing support as well as other services to community members in need. Each year the amount shall be adjusted per CPI-West Size A indexed increase.

EXPECTED RESULTS:

The expected result of this agreement is to continue support of Wilsonville Community Sharing.

TIMELINE:

This resolution would be effective from July 1, 2023 through June 30, 2028.

CURRENT YEAR BUDGET IMPACTS:

There are no current year budget impacts. For FY 2023-24, \$60,000 in General Fund has been budgeted in the City Administration Department.

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Helping those in need through Wilsonville Community Sharing.

ALTERNATIVES:

Not renew the Support Grant Agreement, which would impede the mission of Wilsonville Community Sharing to help community members in need.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3061
 - A. Wilsonville Community Sharing Support Grant Agreement
 - B. Guidelines for City Funded Assistance Program

RESOLUTION NO. 3061**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENTER INTO A SUPPORT GRANT AGREEMENT WITH WILSONVILLE COMMUNITY SHARING.**

WHEREAS, Wilsonville Community Sharing, an Oregon non-profit corporation, has been providing community outreach services, including but not limited to staffing, food, utility bill-paying assistance, prescription help, rent and housing support, and referral to other services beyond that which Wilsonville Community Sharing can meet for those in need; and

WHEREAS, the City of Wilsonville has supported the administrative and operational services of Wilsonville Community Sharing through grant support since fiscal year 1999-2000; and

WHEREAS, since fiscal year 2010-11 the City has provided both a general purpose grant and a separate utility bill-paying assistance grant, collectively referred to as "Grant"; and

WHEREAS, the City seeks to provide Wilsonville Community Sharing with more discretion in the use of Grant funds based on community need by no longer distinguishing between the general purpose grant and the utility bill-paying assistance grant; and

WHEREAS, the City has included the Grant within the City Manager's budget which is subject to review by the Budget Committee and adoption by City Council; and

WHEREAS, Wilsonville Community Sharing has provided detailed quarterly and annual financial statements that include information on services and activities and Grant expenditures; and

WHEREAS, the Grant totaling \$60,000 is included in the FY 2023-24 budget; and

WHEREAS, the parties agree that it is prudent to enter into a Support Grant Agreement setting forth the respective parties' rights and obligations, ensure a financial reporting and review system, and state the specific purpose for which the Grant monies can be used; and

WHEREAS, the parties agree that a longer term of five years for the Support Grant Agreement, with annual adjustments made pursuant to the terms of such Support Grant Agreement, is more efficient and represents the City's desire to continue supporting the work of Wilsonville Community Sharing; and

WHEREAS, one of the City Council's 2023-2025 Goals is to "increase housing opportunities for all and reach functional zero homelessness," and Wilsonville Community Sharing is a key partner in achieving functional zero homelessness in the City of Wilsonville.

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

Section 1. Findings. The above-recitals are incorporated by reference as if fully set forth herein as the City's findings.

Section 2. The City Manager is authorized to enter into a five-year Support Grant Agreement with Wilsonville Community Sharing that is substantially similar to **Exhibit A** attached hereto and incorporated by reference herein.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of June, 2023, and filed with the Wilsonville City Recorder this date.

Kristin Akervall, Council President

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald Excused

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBITS:

- A. Support Grant Agreement

WILSONVILLE COMMUNITY SHARING SUPPORT GRANT AGREEMENT

This Support Grant Agreement (“Agreement”) is made and entered into on this ____ day of June, 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “Grantor”), and **Wilsonville Community Sharing**, an Oregon non-profit corporation (hereinafter referred to as “Grantee”). Grantor and Grantee are collectively referred to herein as the “parties.”

RECITALS

WHEREAS, Grantee, an Oregon non-profit corporation, has been providing community outreach services, including but not limited to staffing, food, bill-paying assistance, prescription help, rent and housing support, and referral to other services beyond that which Grantee can meet for those in need; and

WHEREAS, Grantor has supported the administrative and operational services of Grantee through financial support since fiscal year 1999-2000 and has included the grant support in the City Manager’s program budget; and

WHEREAS, prior to this Agreement, Grantor separated the funds granted by Grantor to Grantee (the “Grant”) in a general purpose portion and a utility bill-paying assistance portion; and

WHEREAS, the parties recognize that community need should drive how Grantee allocates the Grant, and thus this Agreement combines all Grant funds into one amount of \$60,000; and

WHEREAS, Grantor’s fiscal year 2023-24 budget includes a total of \$60,000 of the Grant funds to Grantee for the assistance it provides to the community; and

WHEREAS, for efficiency and as evidence of Grantor’s continued effort to support Grantee’s work, the parties seek a longer, five-year term for this Agreement instead of the prior one-year agreements the parties previously executed; and

WHEREAS, a portion of the Grant has previously been indexed to the Bureau of Labor Statistics Consumer Price Index labeled “West – Size A CPI-W”, average annual change (December to December) (the “CPI”), and so the parties seek to adjust the Grant funds each year after the initial year, consistent with the CPI; and

WHEREAS, Grantee has provided detailed quarterly and annual financial statements that include information on services and activities and Grant expenditures; and

WHEREAS, the parties agree that it is prudent to enter into a Grant Agreement setting forth the respective parties’ rights and obligations and to establish the Grant, ensure a financial reporting and review system, and state the specific purpose for which the Grant monies can be used;

NOW, THEREFORE, based on the mutual considerations and provisions set forth below, the parties enter into this Agreement as follows:

1. Purpose of Grant. For Grantor to provide financial support to Grantee for administration and operations to provide community services and outreach to and for community members in need of such services, including but not limited to staffing, food, utility bill-paying assistance, prescription help, rent and housing support, and referral to other services beyond that which Grantee can provide. The financial support provided by the Grant is not for capital construction or renovation.

2. Grant Amount. Subject to budget appropriation, the amount of the Grant for Grantor's fiscal year 2023-24 shall be \$60,000 ("Grant Amount"). Subject to future budget appropriations, for each of Grantor's fiscal years thereafter through the term of this Agreement, the Grant Amount will be adjusted by the CPI.

3. Term of Grant. The term of the Agreement commences July 1, 2023 and terminates June 30, 2028, subject to the terms and provisions of this Agreement and Grantee providing the community services and outreach set forth in the above Section 1–Purpose.

4. Utility Bill-Paying Assistance Guidelines. Utility bill-paying assistance shall be granted and administered according to the Utility Bill Paying Assistance Program Guidelines, attached as Exhibit B.

5. Grant Administration.

5.1. The Grant shall be administered by the City's Finance Director.

5.2. The Grant shall be paid quarterly by the seventh day of each quarter.

6. Reporting.

6.1. Grantee shall provide a report to Grantor on the use of the Grant within three weeks following the end of a calendar quarter. The form of the report shall be similar to the format used in the prior fiscal year.

6.2. Grantee shall provide to Grantor an annual financial report each January setting forth the operational and administrative services and activities provided and the Grant expenditures in support thereof. The reports shall provide the information on services and activities and Grant expenditures for the prior calendar year and a budget from the 1st of January of that reporting year to December 31st of that year.

6.3. Grantee shall provide to Grantor a copy of its full and complete annual Form 990 IRS filing within 10 business days of filing it with the IRS.

7. Finance Review.

7.1. Grantee shall maintain books, records, documents, and other materials (collectively referred to as “documents and records”) that sufficiently and properly reflect back-up for all expenditures made pursuant to this Agreement. Grantor shall have full access to and the right to examine and copy, during Grantee’s normal business hours, all of the documents and records of Grantee related to matters covered by this Agreement, whether the documents and records are in electronic form or printed form and whether maintained separately or as part of other financial information. This inspection right shall remain in full force and effect for two (2) years from June 30, 2028.

7.2. Upon fifteen (15) days’ prior written notice, Grantor shall have the right to conduct an audit or financial review of Grantee’s documents and records, as reasonably related to this Agreement. If an audit or review of the documents and records determines that Grant funds have been inappropriately expended by Grantee under this Agreement or any federal, state, or City regulation, Grantee agrees that it must reimburse Grantor for the full amount identified by the audit or review as an inappropriate expenditure. Such outstanding amounts shall bear interest at the rate of the Federal Funds Rate, plus 5%.

7.3. If the inappropriate expenditure(s) exceeds five hundred dollars (\$500), Grantee will also reimburse Grantor for the cost of the audit or review.

7.4. Grantee may contest the audit findings and, if so, the parties will meet to arrive at a mutual resolution. If no resolution can be agreed upon within sixty (60) days, the parties will mutually agree on a review auditor to resolve the dispute or, if the parties cannot agree on a review auditor, either party may ask a Clackamas County judge to appoint a review auditor, whose finding shall be binding on the parties and non-appealable.

8. Grant Confidentiality. In reporting to Grantor under Section 6 and in reporting the findings of any audit or financial review, the names, social security numbers, medical information, or other information that is confidential under law as may pertain to the clients of Grantee shall not be reported and shall remain confidential.

9. Termination.

9.1. The parties may mutually terminate this Agreement at any time.

9.2. Grantor may terminate the Agreement immediately upon receiving notice that Grantee is no longer providing the services set forth in Section 1–Purpose or for making inappropriate expenditures.

9.3. Grantee may terminate this Agreement at the end of any quarter in which it has received funds and it may terminate this Grant at any time, provided it reimburses Grantor for any unexpended funds received. Grantee’s reporting obligations in Section 6.1 will remain in full force and effect through the quarterly reporting period immediately after the end of the then-current quarter. Grantee’s reporting obligations in Section 6.2 will remain in full force and effect through the annual reporting period immediately after the

end of the then-current calendar year. The financial review rights and obligations stated in Section 7 will remain in full force and effect for the term stated in Section 7.1.

10. Authority. The individuals executing this Agreement on behalf of the respective parties thereto each represent and warrant to the other that he/she has the full power and authority to do so on behalf of said party and to bind said party to the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Grant Agreement effective this _____ day of _____, 2023.

WILSONVILLE COMMUNITY SHARING

CITY OF WILSONVILLE

By: _____
First Last
As Its: President

By: _____
Bryan Cosgrove
As Its: City Manager

I:\wlsv community sharing\grant agr comm serv support

Wilsonville Community Sharing Guidelines for City Funded Assistance Program Starting July 1, 2023

Proposed new guidelines:

The Wilsonville City Council will designate City funds to be used by Wilsonville Community Sharing (WCS) for bill-paying assistance via Resolution. WCS may augment these funds from other sources. However, the use of City funds for utility bill-paying assistance shall be in accordance with the following guidelines:

APPLICATION:

- Each client shall submit an online application and upload requested documents.
- The client must live within the City limits of Wilsonville.
- The reason for bill-paying assistance must be stated by the client to WCS staff.
- Upload to WCS the current invoices that need assistance to pay
 - Invoices must be in the applicants name
 - Documents will be used to verify the client lives in the City limits of Wilsonville
 - WCS will verify with the vendor the amount owed by the client

QUALIFYING EXPENSES:

- Maximum assistance of \$500 per fiscal year (July 1- June 30)
- Utilities that provide heat, electricity, water, or sewer
 - Client must pay 25% unless there are extenuating circumstances determined by WCS
 - Funds can pay current or past due charges but cannot pre-pay utility services
- Rent/Mortgage
- Other (Examples: food, prescriptions, phone, or internet)
 - WCS has discretion to pay for other essential items as they see fit

ELIGIBILITY GUIDELINES:

- No prior financial assistance received from WCS in the last 12 months
- WCS will follow Clackamas County's Social Services income guidelines
- The household total gross income will be used to determine eligibility
 - All adults age 18 and over living at home at the time of the application
 - Based on verified income for the 30 days prior to the application
 - Clients can provide proof of extenuating circumstances that are creating a financial crisis to be reviewed by WCS on a case-by-case basis to determine eligibility.

ADMINISTRATION:

- WCS will pay the vendors directly. Funds will not be disbursed to the client.
- WCS staff will recuse themselves from determining eligibility and award amount for their family members, friends, other WCS staff, or City employees. A panel of the WCS Board Chair and City Finance Director, or their designees, may convene to determine eligibility and bill-paying assistance amount, following the above guidelines.
- The City will provide funds Quarterly
 - WCS can determine if they want to spend 30% to utilities and 60% to rent and other expenses.

- They can set monthly caps to ensure they will have funds each month to help clients on a first come first serve basis
 - They can use other funding sources to help clients beyond what the City provides
- Reporting
 - Quarterly
 - Q1: due October 15 for July – September
 - Q2: due January 15 for October – December
 - Q3: due April 15 for January – March
 - Q4: due July 15 for April - June
 - Annual Report
 - Report will be from January 1 through December 30
 - It will be submitted to the City by February 15 of each year
 - Copy of the completed annual IRS Form 990 within 10 days of filing it with the IRS
- Attend City Council meeting once a year
 - Provide a recap of services provided
 - Share how the money was allocated



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 5, 2023	Subject: Resolution No. 3070 Authorizing SMART To Purchase Four CNG Buses From Northwest Bus Sales, Inc. Staff Member: Scott Simonton, Fleet Services Manager Department: Fleet Services	
Action Required <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	Advisory Board/Commission Recommendation <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to adopt the Consent Agenda.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Staff is seeking Council approval for the purchase of four Compressed Natural Gas (CNG) fueled buses, using a combination of State and Federal grant funds.

EXECUTIVE SUMMARY:

SMART obtains funding for vehicle purchases from various sources. This procurement is funded by a combination of Federal Transit Administration (FTA) and Statewide Transportation Improvement Fund (STIF) grants. The four vehicles are identical allowing them to be combined into one procurement.

Through a Request for Proposals, Northwest Bus Sales proposed price of \$191,151 per bus was selected as the best value to the City. This project includes four (4) buses, at a total cost of \$764,604. Grants will cover \$649,913 of the cost, leaving SMART responsible for a local match of \$114,691. Breakdown of funding sources is depicted below.

	FTA Section 5307	FTA Section 5339	STIF Regional Coordination Program (TriMet)	Transit Tax	Total
Federal (3 buses)	\$ 354,318	\$ 104,444			\$ 458,762
State (1 bus)			\$ 191,151		\$ 191,151
Local (match)				\$ 114,691	\$ 114,691

Total Bid Amount \$ 764,604

EXPECTED RESULTS:

Upon award of a contract, Northwest Bus Sales will work with their suppliers to produce and deliver four (4) Compressed Natural Gas (CNG) buses within the expected delivery timeline.

TIMELINE:

Anticipated lead-time for the production of these buses is 430 days from the date of order placement. This would give us an estimated delivery date of August 2024.

CURRENT YEAR BUDGET IMPACTS:

This purchase will have no impact on the current budget. Because of the delivery timeline, this purchase will be budgeted in FY 24-25.

COMMUNITY INVOLVEMENT PROCESS:

SMART's Transit Master Plan included extensive public outreach. The plan states that SMART will maintain a modern fleet of vehicles, procuring alternatively fueled vehicles whenever possible.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Adding four new CNG buses will aid SMART in their efforts to expand service, including service to Clackamas Town Center. Additionally, this purchase will improve passenger comfort, system reliability, and air quality.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3070

A. Goods and Services Contract

RESOLUTION NO. 3070**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING SOUTH METRO AREA REGIONAL TRANSIT (SMART) TO PURCHASE FOUR CNG (COMPRESSED NATURAL GAS) BUSES FROM NORTHWEST BUS SALES, INC.**

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

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

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

WHEREAS, proposals were received from two interested vendors; and

WHEREAS, the proposal review committee selected Northwest Bus Sales as the lowest responsible bidder; and

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

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

Section 1. Based on the above recitals, which are incorporated herein, the City Council, acting as the Local Contract Review Board, does hereby approve and authorize SMART to award a purchase contract for four (4) CNG buses to Northwest Bus Sales, which contract must be substantially similar to Exhibit A attached hereto and incorporated by reference herein.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of June, 2023, and filed with the Wilsonville City Recorder this date.

Kristin Akervall, Council President

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald Excused

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Goods and Services Contract

CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract ("Contract") is made and entered into on this ____ day of _____ 2023 ("Effective Date") by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the "City"), and _____, a(n) _____ [corporation/LLC] (hereinafter referred to as "Supplier").

RECITALS

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing recitals and all of the following additional documents: Request for Proposals dated March 16, 2023, and Supplier's Proposal in response thereto (together with the Contract collectively referred to herein as "Contract Documents"). Supplier must be familiar with all of the foregoing and comply with them. All Contract Documents should be read in concert and Supplier is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Goods Purchased

Supplier will supply to the City four (4) buses as described in the Contract Documents and as more particularly described in the Scope of Equipment, attached hereto as **Exhibit A** and incorporated by reference herein ("Equipment").

Section 3. Equipment Price and Delivery Date

The price of the Equipment is _____ DOLLARS (\$ _____), as shown on **Exhibit A**, and includes delivery to 28879 SW Boberg Road, Wilsonville, Oregon 97070

("Delivery Location"). Sale shall occur upon inspection of the Equipment and acceptance of delivery by the City at the Delivery Location. The City will pay Supplier in full within 30 days of acceptance of delivery of the Equipment. Supplier will schedule a date and time for delivery. Delivery must occur on or before _____, 20__.

The Equipment price 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).

Section 4. Subcontractors and Assignments

Supplier shall not subcontract with others for any of the services prescribed herein. Supplier shall not assign any of Supplier'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 5. Insurance

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

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

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

5.4. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Supplier shall be responsible for any deductible

amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Supplier will be required to maintain such policies in full force and effect throughout any warranty period.

Section 6. Warranties.

Equipment warranties are attached hereto as **Exhibit B**. Supplier hereby represents that Supplier will promptly and thoroughly perform all warranty work at its location in _____ [city/state] or at another location mutually agreed upon, in writing, by the parties.

Section 7. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Supplier.

Section 8. 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: Scott Simonton, SMART Fleet Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070-9454

To Supplier: _____
Attn: _____

Section 9. Required Federal Provisions

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

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

9.2. **Bus Testing.** Supplier agrees to comply with the Bus Testing requirements under 49 USC § 5318(e) and the FTA's implementing regulation at 49 CFR Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Supplier shall obtain a copy of the bus testing report(s) from the operator

of the testing facility and is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the City prior to final acceptance of the first vehicle by the City. The complete bus testing reporting requirements are provided in 49 CFR § 665.11.

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

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

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

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

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

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

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

9.7.3. Supplier agrees to provide the City, SMART, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Supplier which are related to performance of this Contract for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Supplier also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

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

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

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

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

9.9. **Contract Work Hours and Safety Standards.** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Supplier will comply with the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor regulations at 29 CFR Part 5. Under 40 USC § 3702 of the Act, Supplier will compute the wages of every mechanic and laborer, including watchmen and guards, on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

9.9.1. Liquidated Damages. In the event of any violation of the requirements of this Section, Supplier will be liable for the unpaid wages. In addition, Supplier and subcontractor will be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the requirements of this Section in the sum of ten dollars (\$10) for each calendar day on which such individual was required to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this Section.

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

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

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

9.10.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), and federal transit laws at 49 USC § 5332, Supplier agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR Chapter 60), and Executive Order No. 11246, "Equal Employment Opportunity

in Federal Employment,” September 24, 1965; 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Supplier agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

9.10.3. Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, “Age Discrimination in Employment Act” (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); U.S. Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance” (45 CFR Part 90); and federal transit law at 49 USC § 5332, Supplier agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

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

9.11. **Disadvantaged Business Enterprises.**

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

9.12. **Program Fraud and False or Fraudulent Statements and Related Acts.**

9.12.1. Supplier acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 *et seq.*), and U.S. Department of Transportation regulations, “Program Fraud Civil Remedies” (49 CFR Part 31), apply to its actions pertaining to this equipment purchase. Upon execution of this Contract, Supplier certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it

may make, or causes to be made, pertaining to this Contract or the FTA assisted equipment purchase. In addition to other penalties that may be applicable, Supplier further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Supplier to the extent the Federal Government deems appropriate.

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

9.13. Suspension and Debarment. Supplier will comply with and facilitate compliance with U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment" (2 CFR Part 1200), which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)" (2 CFR Part 180). Supplier is required to verify that its principals, affiliates, and any subcontracts are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

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

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

9.14. Trafficking in Persons.

9.14.1. Supplier agrees that it and its employees that participate in the Project covered under this Contract may not:

9.14.1.1. Withhold monthly progress payments;

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

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

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

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

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

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

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

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

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

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

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

9.17. Violation and Breach of Contract; Termination. The clauses concerning violation and breach of this Contract and termination of this Contract can be found in **Section 10**, below.

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

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

Section 10. Early Termination; Default

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

10.1.1. By mutual written consent of the parties;

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

10.1.3. By Supplier, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Supplier, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

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

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

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

Section 11. Liquidated Damages

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

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

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

Section 12. Miscellaneous Provisions

12.1. 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.

12.2. 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.

12.3. Equal Opportunity. No person shall be discriminated against by Supplier in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City.

12.4. No Assignment. Supplier may not delegate the performance of any obligation to a third party unless mutually agreed, in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLIER:

By: _____

Print Name: _____

As Its: _____

EIN/Tax I.D. No.: _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

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

k:\dir\smart\bus purchase\2023 cng cutaway\doc\gsk cng cutaway bus purch-bid (ag.tc) docx

Proposal Form

VENDOR: Northwest Bus Sales, Inc.

Base vehicle price: \$ 191,151

Total vehicle cost, FOB: Wilsonville, Oregon: \$ 191,151

(Total cost to include all options, additional materials, and delivery to Wilsonville)

180 days after

Anticipated days to delivery: receipt of chassis days

(Proposer to estimate days to elapse from issuance of Notice to Proceed to final delivery date)

The general specifications for these vehicles are as follows:

Supplier to provide four (4) transit buses which:

Have passed a five (5) year, 150,000 mile Altoona/STURRA test, meaning the bus cannot have any Class 1 failures, or more than two (2) Class 2 failures reported in the most recent executive summary, and;

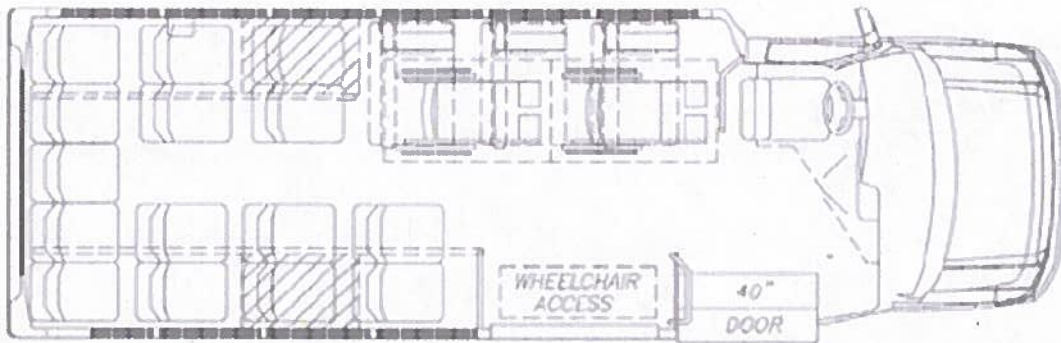
Meet or exceed the following required specifications:

Description of required specification	Provided in base cost? Y or N	Additional cost
Vehicle to be approximately 26 feet in length w/ 186" wheelbase Ford E-450 chassis (or approved equal).	Y	Note: Approximately 25'8" with 176" wheelbase
Desired seating capacity 21 (or 15+2). See desired floorplan, page 3.	Y	Note: Seating capacity reduced by 1 to meet anticipated weight
Total of three (3) double passenger foldaway seats, creating two wheelchair securement positions.	Y	
Floor mounted securement track to run full length of the foldaway seat area.	Y	
Power adjustable driver's seat. Seat to be upholstered in vinyl, color to be Transit gray.	Y	
Passenger seating to be Freedman Citi-seat (or approved equal) with level 1 vinyl upholstery, Oxen gray.	Y	Note: Bid with Freedman Featherweight seats
Passenger seats shall be equipped with armrests on the aisle side (excluding foldaway seats).	Y	
Passenger seats to be equipped with grab handles on aisle side.	Y	
Delete passenger seatbelts.	Y	
Plexiglas driver modesty panel.	Y	
Minimum 36" electric passenger entrance door, 40" door preferred.	Y	
Braun NCL919 wheelchair lift (or approved equal). Lift to be mounted directly aft of passenger entrance door. Lift shall feature a dedicated entry door.	Y	
Emergency escape roof hatch.	Y	

Public address system with a minimum of one auxiliary port.	Y	
Public address system to include six (6) speakers, evenly spaced in the ceiling of the bus.	Y	
Interior lighting shall be LED.	Y	
Interior advertising rail package.	Y	
Passenger signal system w/ stop requested sign, operated by pull cords (no touch tape) with one time only chime (dual chime for ADA positions). Stop requested light on dashboard.	Y	
Wheelchair door ajar warning light on dashboard.	Y	
Motorola APX 4500 two-way radio. Radio must meet current Clackamas County C800 digital specifications.	Y	
Hanover Displays amber LED front and side destination signs w/ software package (or approved equal).	Y	
REI HD5-600 six camera surveillance system with 750 GB storage drive (or approved equal), system to be Wi-Fi/GPS enabled.	Y	
Minimum 58,000 BTU A/C system. Skirt mounted condenser unit must be mounted fore of rear axle. Units mounted aft of rear axle will not be deemed acceptable. Roof mounted units may be considered, vendor to provide height dimension on any roof mounted A/C equipment.	Y	
Minimum 40,000 BTU passenger cabin heater, under seat or floor mount acceptable.	Y	
ITS system: GMV Syncromatics, to include MDT w/ RAM mount, APC, and automated stop announcements. Bidder to work directly with GMV to ensure proper equipment.	Y	
Gerflor anti-skid flooring (or approved equal), color Griffon gray, flooring material coved to seat rail.	Y	Note: Bid with Altro Meta Storm (Gray) floor covering.
Rubber step nosing, color to be safety yellow.	Y	
Standee line.	Y	
Vehicle to be equipped with OEM gaseous fuel prep package and dedicated 3600 lb. CNG conversion. All CNG components and installation to be factory QVM approved.	Y	
CNG storage cylinder capacity to be a minimum of 40 GGE.	Y	
Charging system shall be supplied by chassis OEM in the highest amperage rating offered by the OEM.	Y	
Skirt mounted battery box with sliding battery tray.	Y	
Driver side running board.	Y	
Heated/remote exterior mirrors.	Y	
Electronic LED Yield sign wired to left turn signal.	Y	
Exterior LED lighting package.	Y	

Flush mounted or shielded LED side turn signals, midship mounted.	Y	
Docking lights for lift entrance.	Y	
Front standoff mount, capable of accepting owner supplied Sportworks Apex 3 bicycle rack.	Y	
Romeo Rim rear bumper, or approved equal.	Y	
Exterior paint color shall be fleet white.	Y	
5 lb. ABC fire extinguisher.	Y	
First aid kit.	Y	
Biohazard cleanup kit.	Y	
Total of three (3) ignition keys per bus.	Y	

Sample floorplan





CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 5, 2023		Subject: Resolution No. 3071 Adopting a New 2023 Official Zoning Map Staff Member: Kimberly Rybold, AICP, Senior Planner Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to adopt the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Adoption of the Official Zoning Map of the City, incorporating all of the quasi-judicial and legislative map changes that City Council has approved since the last Official Zoning Map adoption in June 2017.

EXECUTIVE SUMMARY:

On a regular basis, the Planning Director brings the Official Zoning Map (Attachment 1, Exhibit A) of the City of Wilsonville forward for City Council approval. This map reflects approved quasi-judicial and legislative zone map amendments adopted between June 2017 and May 2022. The new map will replace the 2017 Official Zoning Map adopted through Resolution No. 2631. Twenty-three (23) zone map amendments were approved by City Council since approval of the 2017 Official Zoning Map (Attachment 1, Exhibit B).

To maintain legibility, overlay zones are not included on the Official Zoning Map. City maps illustrating each of the City's overlay zones will be updated subsequent to the adoption of the Official Zoning Map. Subsequent zone map changes will be integrated into WilsonvilleMaps.com, the City's online Geographic Information Systems (GIS) resource, on a quarterly basis.

EXPECTED RESULTS:

City Council adoption of the 2023 Official Zoning Map.

TIMELINE:

The Official Zoning Map will be effective immediately upon signing by the Mayor and attesting to by the City Recorder. Revised overlay district maps will be made available later this year on the City's website.

CURRENT YEAR BUDGET IMPACTS:

N/A

COMMUNITY INVOLVEMENT PROCESS:

Substantial community involvement processes accompanied each zone map amendment and development proposal. The processes included public hearings with the City's Development Review Board or Planning Commission, as applicable, and City Council. This action incorporates all of the previous changes into the Official Zoning Map of the City of Wilsonville. According to 51 Or LUBA 107 (2006), a proposal to amend the Official Zoning Map to accurately reflect previously adopted zone map amendments is not a zone change within the meaning of ORS 215.223(3) and does not require public notice.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Positive benefits for the City and public by maintaining an accurate and accessible record of current zoning.

ALTERNATIVES:

If the resolution is not adopted, the 2017 Official Zoning Map will remain in effect. This zoning map is almost six (6) years old and does not contain the 23 zone changes that have occurred between mid-2017 and early 2023.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3071
 - A. City of Wilsonville Official Zoning Map – June 5, 2023
 - B. Zone Map Amendments since June 2017

RESOLUTION NO. 3071**A RESOLUTION OF THE CITY OF WILSONVILLE AMENDING THE CITY'S OFFICIAL ZONING MAP TO INCORPORATE PREVIOUSLY APPROVED QUASI-JUDICIAL AND LEGISLATIVE ZONING MAP AMENDMENTS AND ADOPTING A NEW 2023 OFFICIAL ZONING MAP.**

WHEREAS, the current City of Wilsonville Official Zoning Map signed by the Mayor and attested by the City Recorder is dated June 5, 2017; and

WHEREAS, since June 5, 2017, pursuant to Wilsonville Code Section 4.197(.02), the City Council has approved 23 amendments to the Official Zoning Map, identified in Exhibit B; and

WHEREAS, it is important that the City's Official Zoning Map be updated periodically to reflect Council zoning map amendment actions in order to track the changes and provide accurate maps; and

WHEREAS, since the land use review process in Wilsonville utilizes a two-map system (Comprehensive Plan Map and Zoning Map) that require periodic amendments to conform the Zoning Map with the Comprehensive Plan Map as part of development review, the City establishes a procedure to readopt an updated Official Zoning Map; and

WHEREAS, according to 51 Or LUBA 107 (2006), a proposal to amend the Official Zoning Map to accurately reflect previously adopted zone map amendments is not a zone change within the meaning of ORS 215.223(3) and does not require public notice; and

WHEREAS, Wilsonville Code sections 4.025(.02) and 4.102(.01-.05) require all current approved amendments to the Official Zoning Map to be included on a new Official Zoning Map and be approved by the Mayor, attested by the City Recorder, and filed in the office of the City Recorder.

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

Section 1. Findings. The City Council adopts as findings and conclusions the foregoing recitals and information sheets in Exhibits A and B attached hereto and incorporated herein.

Section 2. Order. Based upon the foregoing recitals, a new Official City of Wilsonville Zoning Map, Exhibit A, incorporating the 23 zoning map amendments identified in Exhibit B, is hereby adopted and the Mayor is authorized to approve, sign, and date the Official City of Wilsonville Zoning Map, and the City Recorder shall attest and cause the

Official City of Wilsonville Zoning Map to be filed in the Office of the City Recorder. The Official City of Wilsonville Zoning Map, having been duly approved, attested to, and filed, will be the correct and binding zoning in all areas, unless otherwise duly amended. A duplicate original of the new Official Zoning Map, approved, signed, and dated by the Mayor, and attested by the City Recorder, may also be located in the office of the City's Planning Director.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of June, 2023, and filed with the Wilsonville City Recorder this date.

Kristin Akervall, Council President

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald Excused

Council President Akervall

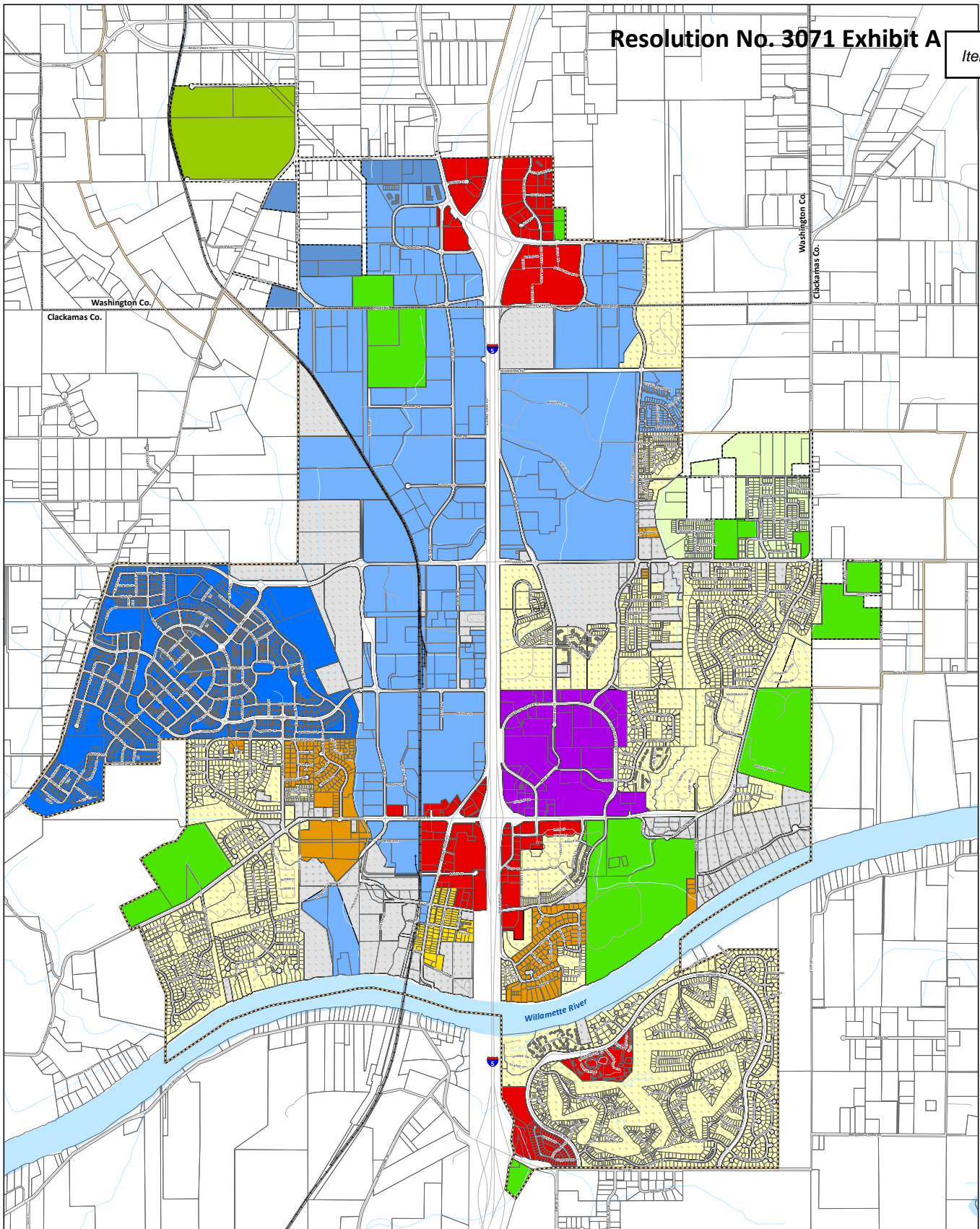
Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBITS:

- A. City of Wilsonville Official Zoning Map – June 5, 2023
- B. Zone Map Amendments since June 2017



ZONING MAP



0 0.5 Mile

June 5, 2023

ZONING DESIGNATIONS

- Future Development Agricultural-Holding (FDA-H)
- Residential (R)
- Old Town Residential (OTR)
- Planned Development Residential (PDR)
- Village (V)
- Residential Neighborhood (RN)
- Planned Development Commercial (PDC)
- Town Center (TC)
- Planned Development Industrial (PDI)
- PDI - Regionally Significant Industrial Area (PDI-RSIA)
- Public Facility (PF)
- Public Facility - Corrections (PF-C)
- County Boundary
- City Boundary
- Urban Growth Boundary
- Taxlots

Disclaimer: The City of Wilsonville makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. Data errors and omissions may exist in map and report. This map is not suitable for legal, engineering, or surveying purposes. Please contact the City of Wilsonville Planning Division to verify report information is complete and accurate.

OFFICIAL ZONING MAP

Mayor _____ Date _____
City Recorder _____ Date _____

Resolution No. 3071

Note: Refer to individual overlay zone maps for overlay district boundaries

Zone Map Amendments since June 2017

Project Name and Approved Amendment	Ordinance Number	Adoption Date	Location
Frog Pond - Stafford Meadows Subdivision Clackamas County Rural Residential Farm Forest 5 (RRFF5) To Residential Neighborhood (RN) Zone	820	7/2/2018	Tax Lots 2001, 2100, 2201, and 2202; Section 12D
Frog Pond - Morgan Farm Subdivision Clackamas County Rural Residential Farm Forest 5 (RRFF5) Zone to Residential Neighborhood (RN) Zone	822	7/2/2018	Tax Lots 2400, 2600, and 2700, and Portions Of Tax Lot 2300 and Boeckman Road Right-Of-Way; Section 12D
Aspen Meadows No. 2 Subdivision Residential Agriculture-Holding (RA-H) Zone to the Planned Development Residential-3 (PDR-3) Zone	824	8/6/2018	Tax Lot 6200, Section 13BD
Villebois - Clermont Subdivision Clackamas County Exclusive Farm Use (EFU) Zone To Village (V) Zone	830	1/7/2019	Tax Lots 7200, 7290, 7300, 7400, 7500, and 7600; Section 15AB
Frog Pond Meadows Subdivision Clackamas County Rural Residential Farm Forest 5 (RRFF5) Zone to the Residential Neighborhood (RN) Zone	833	3/18/2019	Tax Lots 1800, 1902, 1903, 2000 and 2200; Section 12D
Town Center Plan Repeal Development Code Section 4.131.05 (PDC-TC Zone) and Adopt Development Code Section 4.132 (TC Zone)	835	5/6/2019	Town Center - Legislative Amendment
DP Nicoli Industrial Project Residential Agricultural-Holding (RA-H) Zone to the Planned Development Industrial (PDI) Zone	836	6/17/2019	Tax Lots 300 and 500, Section 14A
Frog Pond Ridge Subdivision Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Zone to the Residential Neighborhood (RN) Zone	843	10/5/2020	Tax Lots 1500 and 1700, Section 12D
Coffee Creek Logistics Center Washington County Future Development, 20-Acre (FD-20) Zone to the Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA) Zone	845	9/21/2020	Tax Lot 2100, Section 3D
Canyon Creek 5-Lot Subdivision Residential Agriculture-Holding (RA-H) Zone to the Planned Development Residential-3 (PDR-3) Zone	848	6/7/2021	Tax Lot 6400, Sec 13BD
Middle Housing in Wilsonville Rezone Residential Properties in the Old Town Neighborhood to the Newly Established Old Town Residential (OTR) Zone; Rename the Residential Agriculture-Holding (RA-H) Zone the Future Development Agricultural-Holding (FDA-H) Zone	851	10/18/2021	Old Town - Legislative Amendment

Project Name and Approved Amendment	Ordinance Number	Adoption Date	Location
Villebois Village Center Mixed Use Public Facility (PR) Zone to Village (V) Zone	852	10/4/2021	Tax Lot 2800 and Adjacent Right-of-Way, Section 15AC
Meridian United Church of Christ Future Development Agricultural-Holding (FDA-H) Zone to the Planned Development Residential-4 (PDR-4) Zone	853	12/20/2021	Tax Lot 5500, Section 13AA
Frog Pond Crossing Subdivision Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Zone to the Residential Neighborhood (RN) Zone	855	3/7/2022	Tax Lots 100, 300, 302; Section 12D
Frog Pond Vista Subdivision Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Zone to the Residential Neighborhood (RN) Zone	858	4/18/2022	Tax Lot 500, Section 12D
Frog Pond Estates Subdivision Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Zone to the Residential Neighborhood (RN) Zone	860	5/2/2022	Tax Lot 1501, Section 12D, and Tax Lot 4500, Section 12DC
Frog Pond Oaks Subdivision Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Zone to the Residential Neighborhood (RN) Zone	862	5/2/2022	Tax Lots 401 and 402, Section 12D
Coffee Creek - Black Creek Group Industrial Project Washington County Future Development - 20 Acre (FD-20) Zone to the Planned Development Industrial - Regionally Significant Industrial Area (PDI-RSIA) Zone	864	5/15/2022	Tax Lot 100, Section 3D
Wilsonville Industrial Yard Future Development Agricultural-Holding (FDA-H) Zone to the Planned Development Industrial (PDI) Zone	865	8/15/2022	Tax Lot 800, Section 14A
Frog Pond Terrace Subdivision Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Zone to the Residential Neighborhood (RN) Zone	867	9/8/2022	Tax Lots 2800, 2801, and 3500; Section 12D
Frog Pond Overlook Subdivision Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Zone to the Residential Neighborhood (RN) Zone	869	9/18/2022	Tax Lot 700, Section 12D
Coffee Creek - Delta Logistics Site Expansion Project Washington County Future Development – 20 Acre (FD-10) Zone to the Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA) Zone	873	1/19/2023	Tax Lots 600 and 601, Section 2B
Coffee Creek - Precision Countertops Project Washington County Future Development – 20 Acre (FD-10) Zone to the Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA) Zone	876	4/3/2023	Tax Lot 500, Section 2



CITY COUNCIL MINUTES

May 01, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, May 1, 2023. Mayor Fitzgerald called the meeting to order at 7:00 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

Mayor Fitzgerald
Council President Akervall
Councilor Linville
Councilor Berry
Councilor Dunwell

Staff present included:

Amanda Guile-Hinman, City Attorney
Beth Wolf, Systems Analyst
Bill Evans, Communications & Marketing Manager
Bryan Cosgrove, City Manager
Dan Pauly, Planning Manager
Dustin Schull, Parks Supervisor
Jeanna Troha, Assistant City Manager
Kimberly Veliz, City Recorder
Matt Baker, Facilities Supervisor
Robert Wurpes, Chief of Police
Zach Weigel, Capital Projects Engineering Manager
Zoe Mombert, Assistant to the City Manager

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

Motion: Moved to approve the following order of agenda.

Motion made by Councilor Akervall, Seconded by Councilor Linville.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

MAYOR'S BUSINESS

4. Upcoming Meetings

The Mayor announced a few updates that had occurred since City Council last met:

Meeting with Clackamas County, WCS, and HOC

- On April 20, 2023 the Mayor, Councilor Dunwell, and City staff met with:
 - Clackamas County Health & Human Services Department
 - Wilsonville Community Sharing
 - Heart of the City
- The purpose of the meeting was to discuss various programs Clackamas County has to support efforts to provide affordable housing resources for members of our community.
- During the meeting, information was shared which, would help all be more effective in the goals to achieve functional homelessness in Wilsonville and surrounding areas.

Clackamas County Mayors and Chair Meeting

- On April 20, 2023, the Mayor attended the monthly meeting of the Clackamas County Cities Mayors and Chair of County Board of Commissioners meeting.
- The group talked about tolling and the primary topic of conversation focused on Metro-area and legislative efforts focused on reducing homelessness and increasing affordable housing options.

LOC Spring Conference

- The Mayor and Council President attended the League of Oregon Cities (LOC) Spring Conference.
- This event included educational opportunities for local elected officials from across the state.
- The Mayor and Council President attended a session by the Oregon Housing and Community Services, which is a state agency on affordable housing programs. The Mayor recalled the topic of first-time homebuyers was discussed in that session.
- Other sessions attended by the Mayor included a session on dealing with divisiveness, and a session on ways to build equitable and inclusive cities.

DEI Observance Month of May

- The Mayor recalled that earlier in the year the Council adopted recognition of certain months on behalf of members of the community, as was recommended to Council by the Diversity, Equity and Inclusion (DEI) Committee.
- For the month of May, the City of Wilsonville celebrates both “Asian American and Pacific Islander Heritage Month,” as well as “Jewish American Heritage Month.”

DEI Committee Lecture Series

- The Council President and Mayor attended the latest in a series of lectures and presentations arranged by the DEI Committee.
- DEI Committee Chair Imran Haider spoke about his experience growing up Muslim in Oregon City, Clackamas County. He addressed questions, misconceptions and shared how it was, for him to be in his shoes, even though he stated many times this was his experience, and it is different for everyone.
- The next DEI presentation on “The Mainstreaming of Antisemitism in America” was scheduled for May 4, 2023 at the Charbonneau Country Club.
- The Community Opportunity Grant from the Parks and Recreation Department funded the free DEI lecture series.

5. I-205 Toll Project EA Comment Letter

City Comments on I-205 Toll Program Environmental Assessment (EA)

- The Mayor explained the Council packet included the City’s comments to the Oregon Department of Transportation (ODOT) and the federal government about the proposed I-205 Toll Program Environmental Assessment.
- The City’s comments noted a number of issues of concern, including analysis area for tolling impacts, which the Council thinks, are too small to capture accurately the potential traffic impacts of the area.
- The Mayor shared Council was concerned that a projected increase in afternoon traffic congestion could have significant impacts to roadways and intersections south of Mountain Road, specifically the 65th/Stafford/Elligsen roads intersection.
- Noted in the letter was that the Environmental Assessment fails to analyze fully traffic diversion impacts onto I-5 from traffic that seeks to avoid the I-205 tolls; and a lack of detailed study of public-transit alternatives and capital-improvement to support mobility options.
- For example, the Environmental Assessment indicates that after tolling on I-205 is implemented, transit use would increase by barely over 1%. Council felt this is excessively low of a change, suggested ODOT develop more plans, and resources to make transit easier so more people would want to use transit thereby reducing traffic.
- The Mayor noted that Wilsonville Representative Courtney Neron whom represents House District 26 and other legislators had proposed legislation that would provide for a two-year delay in ODOT’s implementation of tolling on I-205 or I-5.

The Mayor announced the proceeding proclamations were included in the City Council packet:

Oregon Institute of Technology (Oregon Tech) Proclamation

- Included in the Council packet was a proclamation celebrating the 75th Anniversary of Oregon Tech.
- The Mayor shared it was most appropriate that the Council announce this proclamation as later in the meeting the President of Oregon Tech, Dr. Nagi Naganathan, would present an update on Oregon Tech.
- Oregon Tech was founded in Klamath Falls after World War II in 1948 to provide veterans returning home needed access to educational opportunity and vocational rehabilitation.
- Oregon Tech recognizes emerging workforce needs and collaborates with business and industry to train the next generation of leaders in a wide variety of technical fields, including health care, computer science, renewable energy, and other disciplines.
- Recently, members of Council toured the Wilsonville Oregon Tech campus.
- Oregon Tech collaborates with a dozen area high schools for the South Metro-Salem STEM partnership, and with Clackamas Community College for transfer students.
- The City worked to recruit Oregon Tech to Wilsonville in 2012 as OIT sought to consolidate four separate Portland-area schools into one primary college campus.
- The City viewed having Oregon Tech in Wilsonville as a win-win for members of both the residential community and business community. Providing an opportunity to learn in-demand skills benefits both the workers and the businesses that need skilled workers.

Building Safety Month Proclamation

- The theme for Building Safety Month was “It Starts with You,” and encourages community members to raise awareness of the importance of building and maintaining safe structures, fire prevention, disaster mitigation, water conservation, ADA accessibility, energy efficiency, alternative energy, and new technologies in the construction industry.
- Building Safety Month reminded all that the effective administration of building safety codes directly affects the community and gives confidence that structures are safe and sound.

COMMUNICATIONS

6. Metro Report

Metro Councilor Gerritt Rosenthal joined by Eduardo Ramos, Metro Policy Advisor presented a PowerPoint, which had been added to the record. During the presentation, the Metro Councilor provided an update on the priorities being pursued by the Portland-metro area’s regional government agency.

The Mayor thanked Metro Councilor Rosenthal for his presentation.

Inclosing, audience was told they could find additional information about the various grants offered by Metro at www.OregonMetro.Gov.

7. Oregon Tech Report

Oregon Institute of Technology (OIT) President Dr. Nagi Naganathan announced the school was celebrating 75 years of applied learning. The school started in Klamath Falls, Oregon in 1947 and consolidated activities in the City of Wilsonville about 10 years ago. Dr. Naganathan proceeded to share a PowerPoint, which had been added to the record. The presentation detailed OIT's programs. It also highlighted some of the student's accomplishments and the school's strong national rankings.

Following the presentation Dr. Naganathan was asked a couple of questions and thanked for the visit.

Lastly, the Mayor presented Dr. Naganathan a proclamation commemorating OIT's 75th Anniversary.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

Joseph Schaefer of Aurora spoke to Council as an individual and not on behalf of the City of Aurora. He updated Council on the aviation development of the former church camp next to the Aurora State Airport.

Council comments ensued.

Maripat Hensel of Wilsonville informed Council about National Gun Violence Awareness Day. The event happens annually on the first Friday of June and marks the beginning of Wear Orange Week. Besides the verbal testimony, written testimony was submitted for the record and each of the Councilors received a small orange rock to remind them of lives lost to gun violence.

Melissa Miracle of Wilsonville, Licensed Professional Counselor, and member of Moms Demand Action echoed the comments of Maripat Hensel. She too spoke about National Gun Violence Awareness Day and the Wear Orange Week. Melissa submitted written comment, which had been added to the record.

Following the testimony the Mayor shared that her and Councilor Berry would be meeting with mayors and councilors from other jurisdiction on June 2, 2023 and they could wear orange to these meetings to bring awareness to National Gun Violence week.

Stephanie Tharp of Wilsonville provided Council with an update on communications about the Boeckman Creek Trail between the City and the neighborhood. She described her disappointment that agreed upon documents had not been delivered to the neighborhood.

The City Manager shared it had been unfortunate that the surveyors got ahead of themselves as surveying for the trail was not supposed to occur until the design for the street was halfway done. Therefore, he felt neighbors were rightly concerned because they did not know what was happening.,

The City Manager felt communication had been good with Zach Weigel, City Engineer and Andrew Barrett, Capital Projects Engineering Manager both of whom had met with Stephanie Tharp. The City Manager reminded he had committed to staff meeting with Stephanie and her neighbors.

Zach Weigel, City Engineer recalled that he and staff met with Stephanie Tharp and a neighbor. During that meeting a list of action items were developed. The City Engineer explained it was taking a longer than staff anticipated to prepare the documents discussed in the meeting. The Engineering Division hoped the documents would be ready later in the week. It was noted that the public engagement team, was still working on the creation of email updates, and a fact sheet.

The City Manager reiterated the City's commitment to conversations with neighbors impacted by the trail. He also recalled that there are trails in many of the City's neighborhoods. Moreover, this trail would be used to service the sewer and stormwater facilities. Therefore, it must be paved. The City Manager understood the concerns heard thus far and restated the City was committed to keeping the communication going. He understood that the City did not get off on the right foot and he apologized for the work being done without the City's knowledge. It was mentioned that it has been made clear to the contractors that they were not supposed to start that work. He also reminded Stephanie Tharp that she had his number and the City Engineer's number and could call at any time with concerns.

Erin Yatabe of Wilsonville concurred with the statements made by Stephanie Tharp regarding the lack of communication between the City and neighbors. She requested the City send a jumpstart letter regarding the Boeckman Trail project stating what was happening, and who to contact with concerns.

Further discussion ensued about the communication and the process moving forward.

It was decided that staff would work with GIS to gather addresses of those near the Boeckman Trail project area and send them a brief letter apologizing for the miscommunication and explaining additional information on the project would follow. In addition, staff was asked to reconnect with the speakers to confirm next steps.

In closing, the speakers were apologized to for the disturbance and any inconvenience and/or confusion that were brought about by the mistake of surveying to early.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

8. Council President Akervall

The Council President reported on the following events she attended since the Council last met:

- Oregon Tech Town Hall on April 22, 2023
- Willamette Intake Facilities on April 24, 2023
- League of Oregon Cities conference on April 25, 2023
- Rain Garden Apartment Complex Tour on April 28, 2023

Lastly, the Council President reminded the audience that W.E.R.K. Day was on May 6, 2023.

9. Councilor Linville

Councilor Linville provided details on the following events she attended since the Council last met:

- Oregon Tech Town Hall on April 22, 2023
- Volunteer Appreciation Event on April 25, 2023
- Greater Portland Inc. (GPI) Small Cities Consortium on April 27, 2023
- Rain Garden Apartment Complex Tour on April 28, 2023

In closing, Councilor Linville recalled she had been appointed by the Governor to the Opioid Settlement Prevention, Treatment and Recovery Board (OSPTR Board). She detailed the work of the board and shared she would attend her first meeting in June 2023. Councilor Linville also shared she had spoken with the City Manager about discussing possible uses of the opioid settlement funds at a future Work Session.

10. Councilor Berry

Councilor Berry shared she had been out ill with a virus and was not able to attend too many meetings.

She then announced the following upcoming events:

- Bulky Waste Day on May 6, 2023
- Library Foundation Party on the Patio Event on May 18, 2023

11. Councilor Dunwell

Councilor Dunwell shared details on the following events she attended since the Council last met:

- French Prairie Forum on April 19, 2023
- Volunteer Appreciation Event on April 25, 2023
- City, County, Wilsonville Community Sharing , and Heart of the City meeting on April 20, 2023
- Rain Garden Apartment Complex Tour on April 28, 2023

CONSENT AGENDA

The City Attorney read the Consent Agenda into the record.

12. **Resolution No. 3032**

A Resolution to Allocate Community Cultural Events and Programs Grant Funds for Fiscal Year 2022/2023.

13. **Resolution No. 3056**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Enter Into And Execute The Intergovernmental Agreement With Clackamas County For Jurisdiction Transfer Of A Portion Of SW Frog Pond Lane And SW Stafford Road.

The Mayor then requested a motion on the Consent Agenda.

Motion: Moved to approve the Consent Agenda as read.

Motion made by Councilor Akervall, Seconded by Councilor Dunwell.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

NEW BUSINESS

There was none.

CONTINUING BUSINESS

14. Ordinance No. 877

An Ordinance Of The City Of Wilsonville Adopting Transportation System Plan Amendments To Integrate Transportation Projects From The Frog Pond East And South Master Plan.

The City Attorney read the title of Ordinance No. 877 into the record on second reading.

The Mayor read the second reading script.

The Mayor then requested a motion on Ordinance No. 877 on second reading.

Motion: Moved to adopt Ordinance No. 877 on second reading.

Motion made by Councilor Dunwell, Seconded by Councilor Berry.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

15. Ordinance No. 878

An Ordinance Of The City Of Wilsonville Approving A Street Name Change Of SW Columbine Avenue To SW Ponderosa Avenue In The Frog Pond Ridge Subdivision.

The City Attorney read the title of Ordinance No. 878 into the record on second reading.

The Mayor read the second reading script.

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.

There was no further input from staff.

The Mayor then requested a motion on Ordinance No. 878 on second reading.

Motion: Moved to adopt Ordinance No. 878 on second reading.

Motion made by Councilor Linville, Seconded by Councilor Berry.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

The Mayor read the appeal rights statement for Ordinance No. 878. The Mayor stated those that desired to appeal the decisions to the Oregon Land Use Board of Appeals, must file a notice of intent to appeal, stating the grounds of the appeal, in the form and within the time prescribed by State law.

PUBLIC HEARING

16. Ordinance No. 879

An Ordinance of the City of Wilsonville Regarding Regulation of Camping on Public Property by Adding Sections 10.700 through 10.780 to the Wilsonville Code; Amending Wilsonville Code Sections 3.000, 5.200, 5.210, and 10.540; and Repealing Wilsonville Code Sections 6.400 and 10.425.

The City Attorney read the title of Ordinance No. 879 into the record on first reading.

The Mayor read the public hearing script and opened the public hearing at 9:02 p.m.

The City Attorney then presented the PowerPoint, which had been made part of the record.

Robert Wurpes, Chief of Police presented his philosophy on houselessness/homelessness and provided examples of these philosophies in action.

Council questions and comments followed staff's presentation.

Steve Benson, Wilsonville community member, shared his concerns and asked questions regarding the camping zone.

The Mayor responded the City wanted the rules for prohibited camping to be clear and manageable. Therefore, a specific range of time was chosen to designate camping, as it would be difficult to manage if it were just to say sunset. She further added the City would do its best to connect campers with caseworkers.

The City Attorney explained state law mandated the 72-hour time notice requirement. If a person is in a place where camping is not allowed at all, such as a city street, the City can immediately cite and notice them. However, the notice has to exist for 72-hours. The difference in a designated campsite, if somebody is there in the allotted time they cannot be noticed. However, if they are there after the allotted time, they can be noticed. There are certain exceptions to this rule such as significant health and safety issue. If there is an emergency, you do not have to do the 72-hour notice. However, if campers were in an area that was not designated, the City would still have to give the 72-hour notice. Part of the requirement of state law says when you do a 72 -hour notice the City may make contact to get service providers out there. The Council has made a change to the ordinance saying the City would get service providers out there to make that connection/outreach, and educate people about where they can camp and explain the regulations. The City Attorney shared there had been discussions about creating a trifold pamphlet with needed important information for campers.

The Mayor told the Mr. Benson she would email him information on the Clackamas County Built for Zero program.

Garett Prior, Wilsonville community member, submitted written testimony, and spoke in support of Ordinance No. 879.

The Mayor announced the following individuals' submitted letters of support for Ordinance No. 879:

- Garrett Rupp
- Lyn Whelchel
- Kate Greenfield
- Danielle Vincent

The Mayor closed the public hearing at 9:55 p.m.

The Mayor then requested a motion on Ordinance No. 879.

Motion: Moved to adopt Ordinance No. 879 with the amendments in the City Attorney's May 1, 2023 memo, on first reading, those amendments were referred to in staff's presentation.

Motion made by Councilor Akervall, Seconded by Councilor Linville.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

Vote: Motion carried 5-0.

CITY MANAGER'S BUSINESS

There was none.

LEGAL BUSINESS

There was none.

ADJOURN

The Mayor adjourned the meeting at 9:56 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor



CITY COUNCIL MINUTES

May 15, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, May 15, 2023. Mayor Fitzgerald called the meeting to order at 7:05 p.m., followed by roll call and the Pledge of Allegiance.

PRESENT

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

STAFF PRESENT

Amanda Guile-Hinman, City Attorney
 Andrew Barrett, Capital Projects Engineering Manager
 Bill Evans, Communications & Marketing Manager
 Bryan Cosgrove, City Manager
 Dan Pauly, Planning Manager
 Jeanna Troha, Assistant City Manager
 Kimberly Veliz, City Recorder
 Zach Weigel, City Engineer
 Zoe Mombert, Assistant to the City Manager

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

Motion: Moved that in recognition of all of the guests here Council start with the Communication Section. Flip the Mayor's Business and Communications Section.

Motion made by the Mayor, Seconded by Councilor Berry.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Berry, Councilor Dunwell

Vote: Motion carried 4-0.

Motion: Moved to approve the order of the agenda as amended.

Motion made by Councilor Akervall, Seconded by Councilor Dunwell.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Berry, Councilor Dunwell

Vote: Motion carried 4-0.

COMMUNICATIONS

4. Tualatin Valley Fire & Rescue State of the District (*Chief Hitt*) [15 min.]

Tualatin Valley Fire & Rescue (TVF&R) Chief Hitt introduced crewmembers that were present in the audience. Following the introductions, the Chief displayed a PowerPoint on the TVF&R State of the District, which has been added to the record. The presentation detailed TVF&R's operations, and summarized service calls and the district's plans to support future growth.

Following the presentation Council asked questions, made comments, and thanked TVF&R.

5. West Linn - Wilsonville School District Achievements

Elijah Siebers, Wilsonville High School student and student body representative, detailed the accomplishments of classmates and teams during the 2022-2023 school year.

The City Manager announced staff had met with counterparts at the West Linn - Wilsonville School District. During that meeting it was decided annually a representative on behalf of the School District would present the many amazing accomplishments of the students to City Council. Moreover, any Oregon School Activities Association (OSAA), sanctioned team sports whom win championships would still receive proclamations.

Lastly, Council appreciated Elijah Siebers for providing the update.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

Tabi Traugher of Wilsonville on behalf of NAMI shared that May is Mental Health Awareness Month. A PowerPoint was displayed; handouts and a proclamation were provided to Council all of which have been added to the record.

Next, the Mayor read into the record a proclamation proclaiming May 2023 as Mental Health Awareness Month in Wilsonville.

MAYOR'S BUSINESS

6. Upcoming Meetings

The Mayor announced the following:

Legislative Activity

- The Mayor shared her and staff had spent time reviewing and providing City testimony or letters to State legislators on a number of issues.
- House Bill 3314
 - House Bill 3314 was a bad bill from the City's perspective for a number of reasons.
 - The Mayor summarized that the bill makes it difficult for cities to carry out their planning and zoning codes, which had been developed over time with input from the community.
 - The Mayor added she thought what makes each city unique, and was reflective of the will and interest of the people living there are the developed master plans and codes of individual cities.
 - The current form of the amended bill was House Bill 3314-6, which would allow developers to build whatever kind of housing they want without regard to environmental, transportation or community aspirations.
 - The Mayor had twice submitted testimony in opposition to this bill.
 - Planning Director Miranda Bateschell was scheduled to meet the next week with the bill's sponsor.
 - Ms. Bateschell would advocate for the House Bill 3314-5 amendment sponsored by the former mayor of Milwaukie, who understands well city issues of concern with the bill.
- House Bill 2662-4
 - The Joint Transportation Committee held a work session on House Bill 2662-4, and unanimously voted in favor to advance the legislation.
 - The bill would set up a volunteer task force of state legislators, local governments, transit agencies, and railroad interests to look at issues of extending the Portland-metro WES commuter train from Wilsonville south to Salem.
 - The bill was moved to the Joint Ways and Means and Legislative Administration Committees for approval.
 - The City was hopeful for a positive vote at the House and Senate, and encouraged residents and businesses to support House Bill 2662-4.
 - The Mayor further explained the study would explore the potential for extending this train to Salem. The Mayor added she hoped the study would show that it was a doable project and it could pull cars off the freeway and give people a much easier way to commute to and from jobs.

Joint Meeting

- The Mayor attended a joint meeting of the City's Arts, Culture and Heritage Commission (ACHC) with the West Linn Art and Culture Commission and the West Linn-Wilsonville School District.
- The meeting was an opportunity for these groups to share their efforts, initiatives, and visions toward making arts and culture more visible and accessible in their communities.

Boards/Commissions Interviews

- The Mayor said she had interviewed 9 or 10 applicants for various boards/commissions openings.
- The Mayor shared she enjoys the interviews as it gave her an opportunity to meet community members and hear about their interests to make the City of Wilsonville even better.

Collins Aerospace Visit

- Earlier that day the Mayor and the City's Economic Development Manager visited Collins Aerospace, a major Wilsonville employer with over 600 workers.
- Collins Aerospace had over 73,000 employees at 300 sites around the world.
- Collins Aerospace designed the "Head's-Up" technology for pilots. Therefore, instead of looking down at controls, you look up and see it on a screen.
- This technology was being used to create high tech helmets as well.
- Collins Aerospace was interested in affordable housing for their employees and was glad to see Frog Pond east and south developing.
- In addition, they are very interested in Wilsonville High School students; they recently hosted female STEM students from Wilsonville to tour the plant and highlighted the technical and scientific jobs available at their plant.

The Mayor announced a few upcoming events:

Budget Committee Meetings

- The Mayor announced the Budget Committee meetings started later that week.
- She then explained the Budget Committee was composed of the City Council and five (5) members of the community.
- Moreover, at the upcoming Budget Committee meetings members would review and approve the draft Fiscal Year 2023-24 City Budget presented by the Finance Department.

Representative Courtney Neron Constituent Coffee

- Representative Neron was hosting a "Constituent Coffee" event that upcoming Saturday at the Charbonneau Activity Center.
- Representative Neron would address a number of issues of concern, including proposed tolling of I-205.
- The Mayor shared the Governor announced she was postponing any implementation of highway tolling for a two-year period.

City Council Meeting

- Council President Akervall would chair the next City Council meeting, which was scheduled for Monday, June 5, 2023.

7. Commemorative Flag Request - Pride Flag

The Mayor announced the next item of Mayor's Business pertained to a request by the Diversity, Equity and Inclusion (DEI) Committee. The Mayor recalled that Council recently approved the Diversity, Equity and Inclusion Committee's Cultural Calendar, which includes Pride month in June. The Mayor shared the DEI Committee recommended Council authorize the display of a commemorative rainbow Progress Pride Flag at City Hall for the month of June.

In addition to displaying the Progress Pride Flag at City Hall, the Boones Ferry Messenger masthead would display the traditional Pride symbol for the second year in a row and the Library would have a book display as well.

The DEI Committee specifically recommended the Progress Pride Flag be displayed because it included representation of the Trans community and people of color, thereby being more inclusive. Display of the commemorative Pride Flag was intended to show support and acknowledge community members whom identified as L G B T Q I A + as a part of the City's commitment to diversity, equity and inclusion.

The Mayor requested a motion.

Motion: Moved to authorize the display of a Commemorative Pride Flag at City Hall for the month of June.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

Council and staff discussion ensued.

The City Manager reminded Council the current process for approving a flag was the DEI Committee makes a recommendation to Council, with Council having final approval. Staff felt this process was sound. However, acknowledged Council could change the process if they desired.

There was discussion regarding the cost of the flags and whom was responsible for purchasing.

The City Attorney pointed out the Flag Policy was created to ensure the flags displayed were tied to government speech and not a public forum. The policy ensured what was displayed on the flag stays in government speech and that the government pays for it. The City Attorney noted that was why the only entities/people who can recommend Council approve a commemorative flag are the City Manager, a City committee, or a City Council member. An outside group cannot directly request Council to display a flag. Therefore, as the policy was written the City pays for the flag.

The City Attorney read aloud Section 5 of the City of Wilsonville Flag Policy:

5. Commemorative Flags

A commemorative flag is a flag that identifies with a specific historical event, cause, nation, or group of people that the City Council chooses to honor or commemorate consistent with the City's mission and priorities. A commemorative flag may include, but is not limited to, a Sister City flag; the World flag; flags received for awards for which the City has applied (e.g., Tree City USA flag); or flags displayed in conjunction with official actions, ceremonies, or proclamations of the City.

The City Attorney next read aloud a portion of Section 5.1 of the City of Wilsonville Flag Policy:

5.1. General Requirements

**** The City Council will only consider a request to display a commemorative flag if the request is made by any one of the following: (1) the City Manager; (2) a member of Council; or (2) a recommendation from one of the City's committees, boards, or commissions. ****

The audience was informed if any member of the public wanted to request that the DEI Committee recommend their group they could attend a DEI Committee meeting, which are all advertised, and opened to the public.

It was recalled when the flag policy was created there was opportunity for public comment and the policy was discussed at several Work Sessions. Furthermore, when the Cultural Calendar was assembled it was highlighted on Let's Talk Wilsonville!. At that, time public was given an opportunity to suggest and review dates. Council had also talked about that Cultural Calendar during more than one meeting.

Council was reminded in the past a proclamation had come forward for Pride Month.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Berry, Councilor Dunwell

Vote: Motion carried 4-0.

8. City Attorney Employment Agreement

The Mayor announced Council had previously met in Executive Session as Council does every year to review the performance of the City Attorney. Moreover, a 360 review of the City Attorney was done with participation by City staff and Council.

Next, the Mayor requested a motion.

Motion: Moved to approve the proposed amendment to Ms. Guile-Hinman's Employment Agreement that had been distributed.

Motion made by Councilor Akervall, Seconded by Councilor Dunwell.

Council appreciated the leadership and amazing work of the City Attorney. They unanimously praised the City Attorney for doing an excellent job.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Berry, Councilor Dunwell

Vote: Motion carried 4-0.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

1. Council President Akervall

The Council President reported on the following past and upcoming events:

- Diversity, Equity and Inclusion (DEI) Lecture Series
 - The Council President and the Mayor attended the “DEI Lecture Series” on ‘Mainstreaming of Antisemitism’ held in Charbonneau.
 - The next DEI Committee sponsored lecture entitled “Systemic Racism in Oregon Schools” was scheduled for June 8, 2023 at the Library.
- WERK Day
 - The Council President and Councilor Dunwell participated the event, which occurred on May 6, 2023.
- Washington County Coordinating Committee
 - The Council President attended the May 15, 2023 meeting where Metro representatives provided a report on the Regional High Capacity Transit Strategy.
- Memorial Day Ceremony
 - A ceremony was scheduled at the Korean War Memorial in Town Center Park at 11:00 a.m. on Memorial Day, May 29, 2023.

The City Manager announced the City’s water features would be open for the public on June 1, 2023.

2. Councilor Linville - Excused

3. Councilor Berry

Councilor Berry reported on the following:

- Clackamas County Coordinating Committee (C4)
 - The Councilor Berry attended the C4 meeting. She shared State Representative Janelle Bynum also attended the meeting.
 - Topics of discussion included economic development priorities, transportation, housing, and childcare provider consortium.

- Bulky Waste Day Report
 - The prior weekend, the City and Republic Services held the twice annual, no-charge “Bulky Waste Day” collection event.
 - Three hundred eighty-six vehicles dropped-off for recycling and disposal a total 46.4 tons of material – this was equal to about 93,000 pounds of large bulky waste correctly disposed of.

4. Councilor Dunwell

The Councilor Dunwell reported on the following activities she attended:

- WERK Day
 - Councilor Dunwell announced she attended the WERK Day event and added that she was a fan girl of Parks and Recreation.
- Rotary Breakfast
 - Councilor Dunwell also attended the Rotary Breakfast, which was in conjunction with the WERK Day event. There she met a Wilsonville High School student whom was here from Mexico on an exchange student program.
- Wilsonville High School Booster Club Scholarship Judge
 - Councilor Dunwell shared she had been honored to be a judge for the scholarships given away by the Booster Club. She added reviewing the applications gave her an insider’s view of the academic and personal excellence of some of Wilsonville’s top high school seniors.

In closing, Councilor Dunwell shared her feelings that the evening was special because Council was stepping out and making important decisions that would affect lives. She noted the significance and impact of the camping ordinance, NAMI presentation, and tour of Rain Garden Apartments. She explained this work makes you become aware of the homeless population in Wilsonville, even though it is quite small, you start to realize these individuals are somebody's brother, sister, daughter, or son. Moreover, there are many reasons why these individuals are in this situation. Councilor Dunwell thought with the Clackamas County collaboration there was an opportunity for Council to make a difference. Councilor Dunwell further added she takes very seriously Council’s responsibility to the citizens of the community to keep them safe.

CONSENT AGENDA

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

5. Resolution No. 3047

A Resolution Of The City Of Wilsonville Adopting The FY 2023/24 Five-Year Action Plan And Annual One-Year Implementation Plan For The Wilsonville Tourism Development Strategy.

6. **Resolution No. 3057**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement Contract With FFA Architecture And Interiors For The Community Service Block Master Plan (Capital Improvement Project #8158).

7. **Resolution No. 3067**

A Resolution Of The City Of Wilsonville Authorizing Acquisition Of The Third Group Of Property And Property Interests Related To Construction Of The Boeckman Road Corridor Project.

8. Minutes of the April 17, 2023 City Council Meeting.

The Mayor requested a motion.

Motion: Moved to approve the Consent Agenda as read.

Motion made by Councilor Berry, Seconded by Councilor Akervall.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Berry, Councilor Dunwell

Vote: Motion carried 4-0.

NEW BUSINESS

9. **Resolution No. 3058**

A Resolution Of The City Of Wilsonville Adopting Administrative Rules Related To Regulation Of Camping For Survival On Public Property.

The City Attorney read the title of Resolution No. 3058 into the record.

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

It was reminded that the City's goal was that anyone identifying or who appears to be experiencing homelessness, would be connected with services, regardless of where they are located. However, there was no enforcement of the City's camping code, on private property, because it does not apply.

It was reiterated that the City's goals was to make sure anybody whether they are in the City's designated area, or in an undesignated area, was contacted and ultimately connected to services early and often.

The City Manager chimed in that Code Enforcement or the Police Department would make most of those contacts, as they tend to receive those calls and they would possess information regarding resources.

Council was told staff was in communication with Heart of the City, Wilsonville Community Sharing, and Clackamas County. All were working to bridge a connection about the coordinated Housing Access Program. In addition, there had been discussion about potentially getting a Heart of the City or Wilsonville Community Sharing staff member certified to perform intake or obtaining a contract with a designated certified intake person located in Wilsonville. It was reminded this was separate from camping, but was still something the organizations were working on to bridge resources. Therefore, intake would be done on site. This was a way to reduce barriers of having individuals go elsewhere for the intake process. In addition, the certified intake individual would have access to the system, and would fill out necessary information, by just talking with the person needing resources.

The Mayor requested a motion.

Motion: Moved to approve Resolution No. 3058.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

Council discussion ensued. With Council reminding the audience they were not, adopting these administrative rules as just a task. Nor are they limiting their vision/scope of what was needed and how the City would interact, support, and continue to drive towards the vision that Wilsonville is a clean, green, and safe community for all. The audience was further reminded the City values community and individual wellbeing, and would coordinate with state, regional, county, and local service providers to promote measures/services that are designed to increase community and individual wellbeing.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Berry, Councilor Dunwell

Vote: Motion carried 4-0.

10. Resolution No. 3069

A Resolution Of The City Of Wilsonville Repealing Resolution No. 3055 And Authorizing The City Manager To Execute An Intergovernmental Agreement Between The City Of Wilsonville And The Tri-County Metropolitan Transportation District Of Oregon For The Adjustment Of TriMet District Boundaries.

The City Attorney read the title of Resolution No. 3069 into the record.

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

Council questions and comments followed the presentation.

Motion: Moved to approve Resolution No. 3069.

Motion made by Councilor Dunwell, Seconded by Councilor Berry.

Council President Akervall stated that locally, regionally, and globally there was a desire for strong transit, equitable options, and a desire to combat climate change. The Council President stated you hear the popular sentiments but the City of Wilsonville was trying to address these issues by doing something while also trying to provide service. Moreover, if agencies have the same goals which included strong transit, equitable options, and climate change, if those are really the goals of all she felt it should not be this hard to complete the work. The Council President desired that TriMet demonstrate their commitment to the City of Wilsonville.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Berry, Councilor Dunwell

Vote: Motion carried 4-0.

CONTINUING BUSINESS

11. Ordinance No. 879 - 2nd Reading

An Ordinance of the City of Wilsonville Regarding Regulation of Camping on Public Property by Adding Sections 10.700 through 10.780 to the Wilsonville Code; Amending Wilsonville Code Sections 3.000, 5.200, 5.210, and 10.540; and Repealing Wilsonville Code Sections 6.400 and 10.425.

The City Attorney read the title of Ordinance No. 879 into the record on second reading.

The Mayor read the second reading script.

There were no further questions from Council nor input from staff.

The Mayor requested a motion.

Motion: Moved to adopt Ordinance No. 879 on second reading.

Motion made by Councilor Dunwell, Seconded by Councilor Berry.

Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Berry, Councilor Dunwell

Vote: Motion carried 4-0.

PUBLIC HEARING

There was none.

CITY MANAGER'S BUSINESS

Reminded Council the City of Wilsonville would host the June 22, 2023 Clackamas Cities Association dinner at McMenamins. City Manager Cosgrove shared he would be out of town and unable to attend the dinner. However, the Assistant City Manager and City Attorney would attend. Furthermore, the City Attorney would be presenting on the camping ordinance at the dinner.

LEGAL BUSINESS

Council was informed the City Attorney would attend and present on camping at the Oregon Cities Attorney's spring conference held later that week. However, would return for the Budget Committee meetings.

ADJOURN

The Mayor adjourned the meeting at 9:47 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Kristin Akervall, Council President



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 5, 2023		Subject: Resolutions Nos. 3062 & 3063 State Shared Revenue 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: June 5, 2023 <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: Budget as approved by Budget Committee on May 18, 2023, including state shared revenue.	
Staff Recommendation: Staff recommends Council adopt Resolution Nos. 3062 and 3063.			
Recommended Language for Motion: Two separate motions: I move to approve Resolution No. 3062. I move to approve Resolution No. 3063.			
PROJECT / ISSUE RELATES TO:			
<input checked="" type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Public hearing on receipt and use of state shared revenues.

EXECUTIVE SUMMARY:

Oregon law requires the public be given two opportunities to comment on receiving state shared revenues and their proposed use. The first opportunity was extended during the Budget Committee meeting held on May 17, 2023. The second opportunity is offered in conjunction with the budget adoption.

The following table provides a summary of State Shared Revenue for FY 2023-24:

Summary of State Shared Revenues Resources and Possible Uses		
State Shared Revenues:	General Fund	Road Operating Fund
Alcoholic Beverage Tax	\$ 480,000	\$ -
Cigarette Tax	\$ 25,000	\$ -
State Shared Revenue	\$ 410,000	\$ -
Gasoline Tax	\$ -	\$ 2,240,600
Possible uses:		
Police	✓	
Parks & Building Maintenance	✓	
Library	✓	
Youth, Adult & Senior Services	✓	
Policy & Administration	✓	
Planning	✓	
Road Operations		✓

EXPECTED RESULTS:

Accompanying resolutions satisfy legal requirements to receive state shared revenues in FY 2023-24.

TIMELINE:

May 4, 2023 – Public notice #1 of the availability of the budget and Budget Committee meeting dates published in the Wilsonville Spokesman.

May 11, 2023 – Public notice #2 of the availability of the budget and Budget Committee meeting dates published in the Wilsonville Spokesman.

May 17 – 18, 2023 – Meeting of the Budget Committee, public invited to comment, voted to approve the budget with no changes

May 25, 2023 – Public notice # 1 of the meeting to adopt published in the Wilsonville Spokesman.

June 1, 2023 – Public notice #2 of the meeting to adopt published in the Wilsonville Spokesman.

June 5, 2023 – Council meeting to receive public testimony and to adopt the budget, including accepting state shared revenue.

CURRENT YEAR BUDGET IMPACTS:

This will not affect the current budget.

COMMUNITY INVOLVEMENT PROCESS:

The opportunity for the public to address the Budget Committee pertaining to state shared revenues was offered at the meeting on May 17, 2023. No public testimony was received. Public comment will also be accepted at the June 5, 2023 City Council meeting.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

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

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Resolution No. 3062
- B. Resolution No. 3063

RESOLUTION NO. 3062**A RESOLUTION DECLARING THE CITY’S ELIGIBILITY TO RECEIVE STATE SHARED REVENUES.**

WHEREAS, ORS 221.760 provides as follows:

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

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

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

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

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

This resolution is effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 5th day of June, 2023 and filed with the Wilsonville City Recorder this same date.

Kristin Akervall, Council President

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald Excused

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

RESOLUTION NO. 3063**A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE SHARED REVENUES.**

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

WHEREAS, a public hearing has been held before the Budget Committee on May 17, 2023 to discuss possible uses of the funds and before the City Council on June 5, 2023 to obtain public input as to the proposed uses of State Shared Revenues.

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

1. Pursuant to ORS 221.770 the City of Wilsonville hereby elects to receive state shared revenues for the fiscal year 2023-24.
2. This resolution is effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 5th day of June, 2023 and filed with the Wilsonville City Recorder this same date.

Kristin Akervall, Council President

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald Excused

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 5, 2023		Subject: Resolution No. 3064 City Budget Adoption for FY 2023-24 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: June 6, 2022 <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: Budget as approved by Budget Committee on May 18, 2023.	
Staff Recommendation: Staff recommends Council adopt Resolution No. 3064.			
Recommended Language for Motion: I move to approve the FY 2023-24 proposed budget, in the total amount of \$277,476,344 (two hundred seventy-seven million, four hundred seventy-six thousand, three hundred and forty four dollars); and levying the full amount of the city general tax rate of \$2.5206 (two dollars and fifty two zero six cents).			
PROJECT / ISSUE RELATES TO:			
<input checked="" type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Public hearing and adoption of the fiscal year 2023-24 budget.

EXECUTIVE SUMMARY:

Following the Budget Committee vote to approve the budget, the City Council must hold a public hearing and receive comments on the budget prior to adoption. Council must adopt the budget no later than June 30, 2023.

After two meetings, the budget was approved for a total of \$277,476,344. This includes the increase to the Street Capital Fund's Street Maintenance Capital Improvement Project (CIP #4014) by \$1M in capital project expense and related project management fee, with offsets to contingency to balance each fund.

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

EXPECTED RESULTS:

Create the budget for operating and capital purposes for the fiscal year 2023-24.

TIMELINE:

May 4, 2023 – Public notice #1 of the availability of the budget and Budget Committee meeting dates published in the Wilsonville Spokesman.

May 11, 2023 – Public notice #2 of the availability of the budget and Budget Committee meeting dates published in the Wilsonville Spokesman.

May 17, 2023 – First meeting of the Budget Committee, presentation of budget message, and opportunity for public to testify.

May 18, 2023 – Second meeting of the Budget Committee, opportunity for public to testify, voted to approve budget with amendment.

May 25, 2023 – Public notice #1 of the meeting to adopt published in the Wilsonville Spokesman.

June 1, 2023 – Public notice #2 of the meeting to adopt published in the Wilsonville Spokesman.

June 5, 2023 – Council meeting to receive public testimony, and consider Resolution to adopt the budget.

COMMUNITY INVOLVEMENT PROCESS:

The opportunity for the public to address the Budget Committee was offered at the meetings on May 17, 2023 and May 18, 2023. Being as the meeting was held via Zoom and in person, in addition to the public notices, specific information was provided during each meeting to provide comments to the Committee. No public comments were received. The public may also attend the June 5, 2023 public hearing via zoom prior to the City's budget adoption process.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

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

BUDGET COMMITTEE ACTIONS:

The Budget Committee approved the Proposed Budget for FY 2023-24 with a 10-0-0 vote at the May 18, 2023 meeting.

CURRENT YEAR BUDGET IMPACTS:

The proposed fiscal year 23-24 budget will not affect the current year budget.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3064
 - A. Schedule of Appropriations

RESOLUTION NO. 3064

A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE BUDGET, MAKING APPROPRIATIONS, DECLARING THE AD VALOREM TAX LEVY, AND CLASSIFYING THE LEVY AS PROVIDED BY ORS 310.060(2) FOR FISCAL YEAR 2023-24.

WHEREAS, in accordance with ORS 294.426 the Wilsonville Budget Committee met on May 17, 2023 and May 18, 2023 to receive public testimony, hear the budget message and listen to presentations pertaining to the proposed budget for Fiscal Year 2023-24; and,

WHEREAS, the Budget Committee deliberated on the proposed budget on May 17, 2023 and on May 18, 2023; and

WHEREAS, the Budget Committee approved the proposed budget on May 18, 2023; and

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

WHEREAS, on May 23, 2023 and June 1, 2023 a summary of the budget, as required by ORS 294.438, was duly published in the Pamplin Media, formerly the Wilsonville Spokesman, a newspaper of general circulation in the City; and,

WHEREAS, in accordance with ORS 294.456 the Wilsonville City Council duly held a public hearing on June 5, 2023 where all interested persons were afforded an opportunity to appear and be heard with respect to the approved budget for the fiscal year beginning July 1, 2023.

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

1. The Council adopts the budget for FY 2023-24 in the total amount of \$277,476,344.
2. Of the total adopted budget of \$277,476,344, the City appropriates \$268,423,144 for the fiscal year beginning July 1, 2023 as shown in Exhibit A – Schedule of Appropriations. The difference of \$9,053,200 is not appropriated and is not available for expenditure during the year.

3. The City of Wilsonville City Council hereby imposes the taxes provided for in the Adopted Budget at the rate of \$2.5206 per \$1,000 of assessed value for general operations; and that these taxes are hereby imposed and categorized for the tax year 2023-24 upon the assessed value of all taxable property in the City.

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

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

- a. GASB Restricted category includes amounts for which an external source has created a legal restriction on available balances, such as for bond covenants and taxes restricted to payment of debt. Within the budget document such amounts are titled Restricted.
- b. GASB Committed category includes amounts for which Council has approved by resolution. Only a subsequent council resolution may change the amount or intended use. Within the budget document such amounts are titled Committed (unappropriated). The Committed (unappropriated) is also referred to as the unappropriated ending fund balance and serves as a carryover from one fiscal year to the next.
- c. GASB Assigned category includes amounts which are designated but for which a resolution has not been adopted. Authority is hereby granted to the City Council, City Manager and the Finance Director for the purpose of setting aside resources for specific future needs, such as equipment and building replacements and prudent financial reserves. Within the budget document such amounts are titled Assigned (designated) and Assigned (contingency). Assigned (designated) purpose is identified on page 280 of the Proposed Budget document. Assigned (contingency) is the portion of appropriations available for use during a fiscal year if approved through Council Resolution.

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

ADOPTED by the Wilsonville City Council at a regularly scheduled meeting thereof this 5th day of June, 2023 and filed with the City Recorder this date.

Kristin Akervall, Council President

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald Excused

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

ATTACHMENT:

- A. Schedule of Appropriations

Exhibit A – Schedule of Appropriations

Item 19.

General Fund

Administration	\$	2,226,115		
Finance		1,873,530		
Information Technology/GIS		1,785,245		
Legal		782,122		
Human Resources and Risk Management		1,178,140		
Public Works Administration		988,470		
Facilities		1,984,287		
Parks Maintenance		2,656,990		
Parks & Recreation		2,020,258		
Library		2,493,968		
Law/Code Enforcement		6,559,118		
Municipal Court		256,060		
Debt Service		1,134,284		
Transfers to Other Funds		7,523,981		
Contingency		6,588,499		
Total Fund Appropriations			\$	40,051,067

Community Development Fund

C.D. Administration	\$	656,240		
Engineering		2,477,824		
Planning		1,354,580		
Transfers to Other Funds		607,926		
Contingency		108,730		
Total Fund Appropriations			\$	5,205,300

Building Inspection Fund

Building Inspection	\$	1,275,714		
Transfers to Other Funds		346,058		
Contingency		2,385,269		
Total Fund Appropriations			\$	4,007,041

Transit Operations Fund

Transit	\$	10,357,630		
Transfers to Other Funds		1,043,990		
Contingency		13,445,013		
Total Fund Appropriations			\$	24,846,633

Exhibit A – Schedule of Appropriations

Item 19.

Road Operating Fund

Road Operations	\$	1,440,582		
Debt Service		358,000		
Transfers to Other Funds		2,161,694		
Contingency		1,513,685		
Total Fund Appropriations			\$	5,473,961

Road Maintenance Fund

Transfers to Other Funds	\$	4,235,000		
Contingency		2,142,932		
Total Fund Appropriations			\$	6,377,932

Water Operating Fund

Water Distribution	\$	1,687,774		
Water Treatment Plant		4,705,889		
Debt Service		371,000		
Transfers to Other Funds		11,003,045		
Contingency		10,961,360		
Total Fund Appropriations			\$	28,729,068

Sewer Operating Fund

Wastewater Collections	\$	1,364,647		
Wastewater Treatment Plant		3,332,276		
Debt Service		2,880,000		
Transfers to Other Funds		11,357,299		
Contingency		2,678,577		
Total Fund Appropriations			\$	21,612,799

Street Lighting Operating Fund

Street Lighting	\$	366,450		
Transfers to Other Funds		522,500		
Contingency		534,644		
Total Fund Appropriations			\$	1,423,594

Stormwater Fund

Stormwater Maintenance	\$	1,155,160		
Debt Service		838,000		
Transfers to Other Funds		6,224,965		
Contingency		1,651,784		
Total Fund Appropriations			\$	9,869,909

Exhibit A – Schedule of Appropriations

Item 19.

Fleet Service Fund

Fleet	\$	2,090,687	
Transfers to Other Funds		2,400	
Contingency		746,804	
Total Fund Appropriations			\$ 2,839,891

Water Capital Projects Fund

Capital Projects	\$	22,513,541	
Transfers to Other Funds		1,060,018	
Contingency		1,605,779	
Total Fund Appropriations			\$ 25,179,338

Sewer Capital Projects Fund

Capital Projects	\$	9,303,662	
Transfers to Other Funds		528,104	
Contingency		317,143	
Total Fund Appropriations			\$ 10,148,909

Road Capital Projects Fund

Capital Projects	\$	24,428,011	
Transfers to Other Funds		1,021,691	
Contingency		504,734	
Total Fund Appropriations			\$ 25,954,436

Stormwater Capital Projects Fund

Capital Projects	\$	5,100,839	
Transfers to Other Funds		333,201	
Contingency		318,091	
Total Fund Appropriations			\$ 5,752,131

Facilities Capital Projects Fund

Capital Projects	\$	10,270,557	
Transfers to Other Funds		63,464	
Contingency		293,598	
Total Fund Appropriations			\$ 10,627,619

Parks Capital Projects Fund

Capital Projects	\$	3,560,000	
Transfers to Other Funds		241,700	
Contingency		526,294	
Total Fund Appropriations			\$ 4,327,994

Exhibit A – Schedule of Appropriations

Item 19.

Water Development Charges Fund

Materials & Services	\$	26,980	
Debt Service		452,000	
Transfers to Other Funds		8,803,824	
Contingency		1,899,135	
Total Fund Appropriations			\$ 11,181,939

Sewer Development Charges Fund

Materials & Services	\$	22,930	
Transfers to Other Funds		1,605,323	
Contingency		102,990	
Total Fund Appropriations			\$ 1,731,243

Road Development Charges Fund

Materials & Services	\$	43,130	
Transfers to Other Funds		10,712,968	
Contingency		336,558	
Total Fund Appropriations			\$ 11,092,656

Washington County TDT Fund

Contingency	\$	1,919,280	
Total Fund Appropriations			\$ 1,919,280

Frog Pond West Fund

Materials & Services	\$	36,180	
Transfers to Other Funds		3,199,297	
Contingency		808,697	
Total Fund Appropriations			\$ 4,044,174

Stormwater Development Charges Fund

Materials & Services	\$	5,980	
Transfers to Other Funds		360,603	
Contingency		4,001,249	
Total Fund Appropriations			\$ 4,367,832

Parks Development Charges Fund

Materials & Services	\$	17,570	
Transfers to Other Funds		1,111,946	
Contingency		528,882	
Total Fund Appropriations			\$ 1,658,398

Total City Appropriations - All Funds			\$ 268,423,144
--	--	--	-----------------------



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 5, 2023	Subject: Resolution No. 3065 Supplemental Budget Adjustment Staff Member: Katherine Smith, Assistant Finance Director Department: Finance	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: June 5, <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. 3065.		
Recommended Language for Motion: I move to adopt Resolution No. 3065.		
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 2022-23 budget year.

EXECUTIVE SUMMARY:

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

This supplemental budget includes unanticipated changes to legal appropriations of \$170,000. These include:

1. Public Works – Facilities:
 - a. Fencing, Landscaping, and Signage, for new Camping Code – \$105,000
2. Road Operating Fund:
 - a. To increase the Charbonneau Tree Preservation Fund – \$25,000
3. Stormwater Capital Improvement Fund:
 - a. Stormwater Master Plan Update (CIP7064) – To incorporate Newland Creek and Kruse Creek geomorphic assessment as part of the Master Plan – \$40,000
 - b. Funded through a reduction to CIP7059.

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 was published in the Wilsonville Spokesman on May 25 and June 1, 2023. The adoption of the Supplemental Budget Adjustment is required prior to the end of the fiscal year, June 30, 2023.

CURRENT YEAR BUDGET IMPACTS:

See detail outlined in Exhibit A.

COMMUNITY INVOLVEMENT PROCESS:

The public hearing will be held on June 5, 2023 as a part of the adoption process.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

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

ALTERNATIVES:

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

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3065
 - A. Need, Purpose And Amount: Detail By Fund & Category

RESOLUTION NO. 3065**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2022-23.**

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2022-23 by Resolution No. 3065; and

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

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

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

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

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

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

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

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

This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of June, 2023, and filed with the Wilsonville City Recorder this date.

Kristin Akervall, Council President

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald Excused

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

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

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

		Current	Change in	Amended
		Appropriations	Appropriations	Appropriations
110-General Fund				
Resources				
	Taxes	\$ 13,243,000	\$ -	\$ 13,243,000
	Licenses and permits	202,850	-	202,850
	Intergovernmental	6,794,599	-	6,794,599
	Charges for services	426,984	-	426,984
	Other Revenues	143,900	-	143,900
	Fines and forfeitures	230,000	-	230,000
	Investment Revenue	87,000	-	87,000
	Proceeds of interfund loan	4,515,100	-	4,515,100
	Transfers in	4,124,911	-	4,124,911
	Fund balances - beginning	15,860,222	-	15,860,222
	Total Resources	\$ 45,628,566	\$ -	\$ 45,628,566
Requirements				
	Administration	\$ 1,974,107	\$ -	\$ 1,974,107
	Finance	1,689,891	-	1,689,891
	Information Technology/GIS	1,510,015	-	1,510,015
	Legal	764,512	-	764,512
	Human Resources and Risk Management	1,120,240	-	1,120,240
	Public Works Administration	965,392	-	965,392
	Facilities	1,741,291	105,000	1,846,291
	Parks Maintenance	2,216,389	-	2,216,389
	Parks & Recreation	1,808,521	-	1,808,521
	Library	2,350,130	-	2,350,130
	Law/Code Enforcement	5,980,194	-	5,980,194
	Municipal Court	247,210	-	247,210
	Debt Service	408,250	-	408,250
	Transfers to Other Funds	12,115,387	-	12,115,387
	Contingency	7,437,037	(105,000)	7,332,037
	<i>Unappropriated</i>	3,300,000	-	3,300,000
	Total Requirements	\$ 45,628,566	\$ -	\$ 45,628,566
Requirement increase for the new Camping Code.				

240-Road Operating Fund				
Resources				
	Intergovernmental	\$ 2,051,500	\$ -	\$ 2,051,500
	Investment Revenue	18,700	-	18,700
	Fund balances - beginning	7,727,089	-	7,727,089
	Total Resources	\$ 9,797,289	\$ -	\$ 9,797,289
Requirements				
	Road Operations	\$ 1,074,982	\$ 25,000	\$ 1,099,982
	Debt Service	359,000	-	359,000
	Transfers to Other Funds	6,278,965	-	6,278,965
	Contingency	1,892,842	(25,000)	1,867,842
	<i>Unappropriated</i>	191,500	-	191,500
	Total Requirements	\$ 9,797,289	\$ -	\$ 9,797,289
Requirement increase for the Charbonneau Tree Preservation Fund.				

Proclamation Declaring June 17, 2023, as “Celebration of Juneteenth in Wilsonville”

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

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

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

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

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

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

WHEREAS, Wilsonville’s Diversity, Equity and Inclusion committee will host a community celebration on the Saturday before June 19, Juneteenth, 2023; and

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

NOW THEREFORE, I, Julie Fitzgerald, Mayor of the City of Wilsonville, encourage all citizens to join with our neighbors and Wilsonville’s African American community to declare June 17, 2023, as “Celebration of Juneteenth in Wilsonville.”

Dated the 5th day of June 2023.



Julie Fitzgerald, Mayor