

# City of Wilsonville

City Council Meeting

March 16, 2020



**AMENDED**  
**AGENDA**

**WILSONVILLE CITY COUNCIL MEETING**  
**MARCH 16, 2020**  
**7:00 P.M.**

**CITY HALL**  
**29799 SW TOWN CENTER LOOP EAST**  
**WILSONVILLE, OREGON**

Mayor Tim Knapp

Council President Kristin Akervall  
Councilor Charlotte Lehan

Councilor Joann Linville  
Councilor Ben West

**CITY COUNCIL MISSION STATEMENT**

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

**Executive Session is held in the Willamette River Room, City Hall, 2<sup>nd</sup> Floor**

- 5:00 P.M. EXECUTIVE SESSION – CANCELLED**
- 5:30 P.M. REVIEW OF AGENDA AND ITEMS ON CONSENT [5 min.]**
- 5:35 P.M. COUNCILORS’ CONCERNS [5 min.]**
- 5:40 P.M. PRE-COUNCIL WORK SESSION**
  - A. Town Center Implementation Update (Rybold/Vance) [20 min.]
  - B. I-5 Pedestrian Bridge and Gateway Plaza (Rybold/Weigel) [25 min.]
  - C. Adoption of Building Permit Fees (Carlson) [20 min.]
  - D. Alternative Contracting Method Water Treatment Plant Expansion (Nacrelli) [10 min.]
- 6:55 P.M. ADJOURN**

**CITY COUNCIL MEETING**

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, March 16, 2020 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on March 3, 2020. 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.

**7:00 P.M. CALL TO ORDER**

- A. Roll Call
- B. Pledge of Allegiance
- C. Motion to approve the following order of the agenda and to remove items from the consent agenda.

**7:05 P.M. MAYOR'S BUSINESS**

- A. **Resolution No. 2803**  
A Resolution And Order Declaring A Local State Of Emergency And Authorizing Emergency Measures. (Jacobson)
- B. Elect Council President
- C. Upcoming Meetings

**7:15 P.M. COMMUNICATIONS**

- A. Get Moving 2020 Transportation Measure Briefing (Dirksen)

**7:30 P.M. CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS**

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

**7:35 P.M. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS**

- A. Council President Akervall
- B. Councilor Lehan
- C. Councilor West
- D. Councilor Linville

**7:45 P.M. CONSENT AGENDA**

- A. **Resolution No. 2799**  
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With McClure And Sons, Inc. For The Memorial Park Lift Station Project (Capital Improvement Project #2065). (Nacrelli)

**7:50 P.M. NEW BUSINESS**

- A. **Resolution No. 2782**  
A Resolution Of The City Of Wilsonville Supporting A 2040 Planning And Development Grant Application To Metro For Frog Pond East And South Master Planning And Related Work. (Pauly)

**8:00 P.M. CONTINUING BUSINESS**

- A. None.

**8:00 P.M. PUBLIC HEARING**

- A. **Resolution No. 2801** (*Legislative Hearing*)  
A Resolution Of The City Of Wilsonville Authorizing The Use Of A Construction Manager / General Contractor (CMGC) Alternative Contracting Method For The Water Treatment Plant (WTP) Expansion Project (Capital Improvement Project #1144). (Nacrelli)

B. **Resolution No. 2802** (*Legislative Hearing*)

A Resolution Of The City Of Wilsonville Approving Building Permit Fee Schedule, Mechanical Permit Fee Schedule, And Plumbing Permit Fee Schedule, And Repealing Resolution No. 2780. (Carlson)

**8:30 P.M. CITY MANAGER'S BUSINESS**

**8:35 P.M. LEGAL BUSINESS**

**8:40 P.M. ADJOURN**

**INFORMATION ITEMS** – No Council Action Necessary.

Time frames for agenda items are not time certain (i.e. Agenda items may be considered earlier than indicated.) Assistive Listening Devices (ALD) are available for persons with impaired hearing and can be scheduled for this meeting if required at least 48 hours prior to the meeting. The city will also endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting: Qualified sign language interpreters for persons with speech or hearing impairments. Qualified bilingual interpreters. To obtain services, please contact the City Recorder, (503) 570-1506 or [cityrecorder@ci.wilsonville.or.us](mailto:cityrecorder@ci.wilsonville.or.us).



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> March 16, 2020		<b>Subject:</b> Town Center Plan Implementation Update	
		<b>Staff Members:</b> Jordan Vance, Economic Development Manager; Kimberly Rybold, AICP, Senior Planner	
		<b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input 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 <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> N/A			
<b>Recommended Language for Motion:</b> N/A			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities: Implement the Town Center Master Plan	<input checked="" type="checkbox"/> Adopted Master Plan(s): Town Center Plan	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

Staff will provide an update on the timing for upcoming Town Center Plan implementation actions, and will seek direction on components of the Town Center marketing plan, the first of the Town Center Plan's implementation actions.

## **EXECUTIVE SUMMARY:**

In 2019, the Wilsonville City Council adopted the Wilsonville Town Center Plan, establishing a vision for a vibrant, walkable community hub that inspires people to come together and socialize, shop, live, and work. The Plan envisions a mixed-use development pattern that will result in a walkable and vibrant Town Center, home to active parks, civic spaces, and amenities that provide year-round, compelling experiences.

Staff is presently focused on a number of activities as identified in the 2019-21 City Council Work Plan to begin implementation of the Town Center Plan:

- I-5 Pedestrian Bridge and Gateway Plaza – The City held a public kickoff for this project on February 19, focusing on bridge and plaza design elements and themes. A survey on Let's Talk, Wilsonville! seeking feedback on design elements and themes closes March 8. The project team will provide an update on the feedback received from these outreach activities, along with more information on the project schedule and future public outreach activities, as a separate City Council work session item on March 16.
- Streetscape Plan – Staff is in the process of selecting a project consultant and will begin plan development this spring. Public input on design elements is expected this summer, in coordination with the I-5 Pedestrian Bridge Project, with completion of the plan anticipated near the end of the year.
- Transportation System Plan (TSP) Amendments – Staff, in coordination with transportation consultant DKS Associates, will amend the City's TSP to integrate the transportation improvement projects included in the Town Center Plan. Work on these updates will begin this spring, with adoption expected in summer 2020. Exact timing of these amendments will be coordinated with the Streetscape Plan to ensure that all anticipated project costs are accounted for in the TSP update.
- Public-Private Partnership Development – This ongoing activity includes relationship-building with property owners and developers to increase awareness of the Town Center Plan and development opportunities. A key component of this is the creation of a marketing plan for Town Center. The work session discussion will focus on the marketing plan currently under development.

The marketing plan will help translate the community's vision for Town Center to key stakeholder groups including property owners, residents, businesses and developers, helping to generate enthusiasm among these audiences and stimulate private investment in new projects. Staff proposes using the Town Center project website, [WilsonvilleTownCenter.com](http://WilsonvilleTownCenter.com), as the primary platform for the marketing plan, which will include the following components:

- 3D Main Street visualizations and fly through
- Development Opportunity Site (DOS) Analysis for key sites in Town Center, including Fry's Electronics
- Public assistance and incentive programs, including Opportunity Zones
- Real estate opportunities
- Infrastructure finance plan

Funded through the Clackamas County Main Street 3D Program, staff has been working with DECA Architecture to create aspirational, visual imaging of the portion of the Plan's proposed future Main Street District that will run between Park Place and Wilsonville Road. The 3D rendering provides visuals, including three- to four-story mixed-use buildings with vibrant ground floor retail, along with illustrative streetscape elements such as outdoor seating, for the planned extension of Park Place through an existing parking lot between Courthouse Drive and beginning at a new signalized intersection at Wilsonville Road.

Additionally, staff is initiating work with consultants to understand feasibility of development on one of the most visible, catalytic sites in Town Center, Fry's Electronics. The site is 15 acres and situated in a central location between I-5 and Park Place, adjacent to the Town Center's future Main Street District. The analysis will look at different development scenarios and provide financial feasibility analysis, visualizations, and development strategies for each, as another tool to spur private sector interest in the Town Center Plan.

If City Council approves of the general direction of the Town Center Marketing Plan and its components, city staff will work to implement it on [WilsonvilleTownCenter.com](http://WilsonvilleTownCenter.com).

**EXPECTED RESULTS:**

Staff will continue development of the marketing plan this spring, including the DOS Analysis and 3D visualizations, to spur private sector interest in Town Center development

**TIMELINE:**

Work on developing the marketing plan will continue throughout spring 2020, with updates to [WilsonvilleTownCenter.com](http://WilsonvilleTownCenter.com) expected this summer. Additional Town Center implementation activities will continue throughout 2020 and beyond.

**CURRENT YEAR BUDGET IMPACTS:**

Town Center implementation activities are funded through the City's Capital Improvement Program, with a total of \$150,000 budgeted in FY 2019-20 for all current implementation activities, excluding the I-5 Pedestrian Bridge and Gateway Plaza project. Of this, it is anticipated that the Development Opportunity Site Analysis and website updates will cost approximately \$15,000 to \$20,000. The 3D visualizations were funded through Clackamas County's Main Street 3D Program.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 2/28/2020

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 3/11/2020

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

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

As a result of undertaking the Town Center Plan's implementation activities, including the marketing plan, the City will begin to realize the community's vision for a more commercially vibrant, walkable, mixed-use district in Town Center.

**ALTERNATIVES:**

The City Council may recommend other elements to be included as well as other channels to promote the Town Center marketing plan.

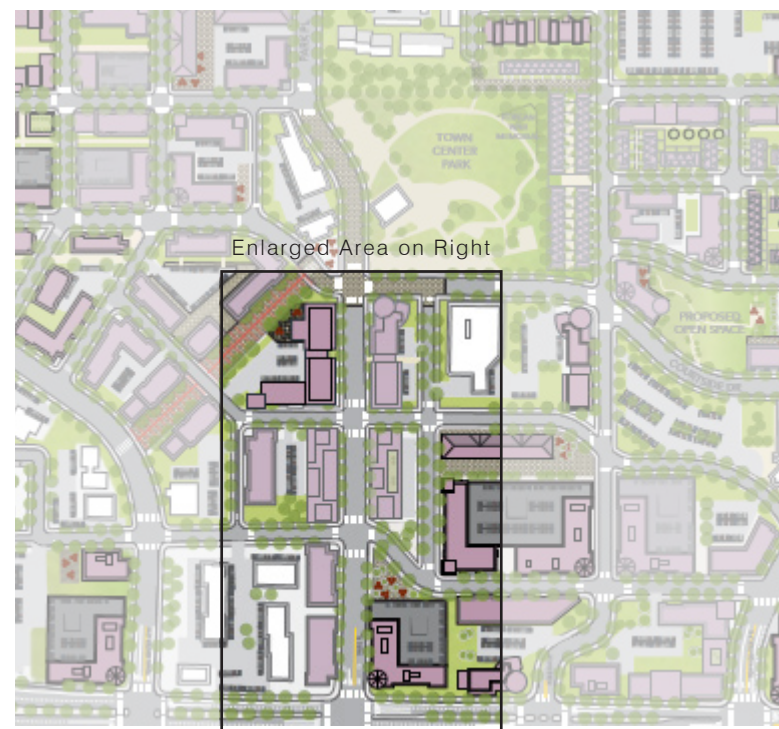
**CITY MANAGER COMMENT:**

N/A

**ATTACHMENT:**

1. Main Street District 3D Rendering





Overall Town Center Masterplan



Existing Building



SCALE: 1" = 120'  
0 25' 50' 100' 200'



Enlarged Plan

# CC3D WILSONVILLE : **PARK PLACE EXTENSION**



Aerial View from South

CC3D WILSONVILLE : **PARK PLACE EXTENSION**



Park Place Extension

# CC3D WILSONVILLE : **PARK PLACE EXTENSION**



Intersection of Park Place and Local street

# CC3D WILSONVILLE : **PARK PLACE EXTENSION**



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> March 16, 2020		<b>Subject:</b> I-5 Pedestrian Bridge and Gateway Plaza	
		<b>Staff Members:</b> Zach Weigel, PE, Capital Projects Engineering Manager; Kimberly Rybold, AICP, Senior Planner	
		<b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input 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 <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Review public input and provide feedback on the guiding design elements, bridge types and amenities, and plaza design elements for the I-5 Pedestrian Bridge and Gateway Plaza project in Wilsonville Town Center.			
<b>Recommended Language for Motion:</b> N/A			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities: I-5 Bike-Pedestrian Bridge, Town Center	<input checked="" type="checkbox"/> Adopted Master Plan(s): Bicycle & Pedestrian Connectivity Plan, Transportation System Plan, Town Center Plan	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

The project team will provide an update on the results of initial public outreach efforts from the project open house, online survey, and Planning Commission work session, gathering City Council feedback on translating Town Center Plan goals into guiding principles for design, bridge design elements, and other plaza and bridge amenities.

## **EXECUTIVE SUMMARY:**

In 2017, the City was awarded a Metropolitan Transportation Improvement Program (MTIP) Regional Flexible Funds (RFFA) grant from Metro for the design of the I-5 Pedestrian Bridge. The project, first identified as a need in the 2006 Bicycle and Pedestrian Master Plan and subsequently added to the Transportation System Plan (TSP) in 2013, will provide a safe pedestrian and bike crossing of Interstate 5, connecting the Villebois neighborhood and the Wilsonville Transit Center to the Town Center and adjacent residential areas. The project also includes design of the Gateway Plaza, a community gathering space identified as a community priority as part of the Town Center Plan process, on a City-owned parcel at the east bridge landing. Per the IGA for this grant, 90% design for the project must be completed in fall 2021.

As the first implementation project of the Town Center Plan, it is essential that the I-5 Pedestrian Bridge and Gateway Plaza design reflects the community's vision and sets the tone for what the Town Center is to become. Accordingly, the project team commenced public outreach efforts at the beginning of 2020, holding stakeholder meetings with property owners and businesses adjacent to the project to provide information on the project and gather initial feedback on design preferences. On February 19, the City hosted a project kickoff open house to gather input on design elements and amenities to prioritize. On the same day, a survey opened on "Let's Talk, Wilsonville!" seeking feedback on the same questions asked of participants at the open house. This survey was open through March 8. The Project team will share the results of these outreach efforts at a work session with the Planning Commission on March 11.

The project team will present the combined results of these activities to the City Council at the work session and seek confirmation of these community priorities. In particular, the project team seeks feedback on the following:

- Do you agree with the guiding design principles identified by the community, and should anything else be emphasized?
- Do you agree with the bridge types identified by the community, and are there any others you want to include for further study?
- Do you agree with the plaza design elements and bridge pedestrian amenities prioritized by the community, and are there any others that should be emphasized?

Based on this direction, the project team will begin to develop bridge types and approaches to evaluate, along with Gateway Plaza layouts for further public consideration this summer.

## **EXPECTED RESULTS:**

The project team will use input from the City Council to develop bridge types and plaza layouts for further evaluation.

## **TIMELINE:**

Project work and public engagement activities will continue throughout 2020 to further inform bridge design, plaza materials, and amenities. Environmental documentation, permitting, design and other technical work currently underway will also inform the bridge type, size, and location. This will enable the project team to engage the community on bridge and plaza design, and gather input on the preliminary design elements at the summer block party and through an online survey using "Let's Talk, Wilsonville!", after which design will advance to 90% design with an anticipated completion in fall 2021. The project team will hold additional work sessions with the Planning Commission and City Council over the course of this project.

**CURRENT YEAR BUDGET IMPACTS:**

The adopted budget for FY19/20 includes \$4,000,000 in Transportation SDCs for CIP project #4202. The total project design work is estimated at \$2.25 million over the next two years. The remaining budget is intended to begin to accrue funds to pay for project construction in future years.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 3/3/2020

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 3/11/2020

**COMMUNITY INVOLVEMENT PROCESS:**

The pedestrian and bikeway bridge was identified as a high priority project through the last update to the Wilsonville Transportation System Plan, which included an extensive community involvement process. Likewise, the RFFA grant process included a public review and comment period in which the project garnered positive feedback from the community. In addition, the Town Center Plan included a robust and inclusive public outreach process where the Bridge Project was identified as a key framework project through extensive community support.

There will be additional opportunities to participate in the design of the Bridge Project and Gateway Plaza, which has multiple activities scoped within the Public Engagement Plan for the project. In addition to last month's public kickoff event, activities will include engagement at the community-wide Block Party, online surveys, stakeholder interviews, focus groups, input opportunities through "Let's Talk, Wilsonville!", and pop-up neighborhood events. The engagement plan is designed to reach as broad an audience as possible and to gather the variety of perspectives in the community. It also includes targeted outreach to specific stakeholders more impacted by activity in the Town Center.

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

The Bridge Project will provide a safe bike and pedestrian crossing of I-5 that is separated from vehicular traffic with direct access to essential services in the Wilsonville Town Center, the Wilsonville Transit Center, employment areas, and educational resources. The bridge will serve all populations within and around the project area and will help the Town Center become a more vibrant, pedestrian and transit-supportive mixed-use district. Public art and environmental features integrated into the Bridge Project and plaza will help to create an attractive and accessible place for visitors and residents of all ages to shop, eat, live, work, learn, and play. The bridge and plaza investment will exemplify the City's commitment to realizing the community's vision for Town Center and serve as an incentive for private investment.

**ALTERNATIVES:**

The City Council may provide additional recommendations for public engagement opportunities, guiding design principles, bridge types, and other design elements for further evaluation.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENT:**

1. Town Center Plan Goals

**GOALS** reflect the community's priorities and will guide future decisions to ensure consistent implementation of the Plan. The Measures of Success for each goal drive many of the strategies included in Chapter 5 and several measures of success have already been achieved with adoption of the Plan.

## GOAL 1



### **Environmental Stewardship.**

Integrate nature into the design and function of infrastructure and development in Town Center to protect Wilsonville's natural resources.

#### **Measures of Success:**

- Identify appropriate landscaping that provides visual interest, minimizes City maintenance requirements, and is appropriate for walkable, mixed-use areas.
- Design and implement stormwater management and treatment facilities to provide both functional and aesthetic value.
- Incorporate natural features such as rain gardens, eco-roofs, and community gardening areas into Town Center.

## GOAL 2



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

#### **Measures of Success:**

- A cohesive design palette of aesthetic qualities, derived from community-identified features, both new and existing for the Town Center.
- Provide for a variety of building types and uses within Town Center.
- Development standards that bring buildings together, frame the street, and increase pedestrian comfort and visibility.

## GOAL 3



**Mixed-Uses.** Encourage development that provides interconnected land uses that incorporate play and recreation, with a range of retail, services, dining and entertainment

options, and increased opportunities for residential and employment uses.

#### **Measures of Success**

- Create an urban design plan that removes physical barriers and promotes walking and biking as easy and safe ways to travel between different buildings and areas of recreation, residential and commercial/retail uses.
- Identify locations where increased building heights, mixed-use buildings, and new housing opportunities are appropriate and complementary with surrounding residential neighborhoods.
- Organize and manage parking to minimize visual impacts, support surrounding land uses, and improve pedestrian safety.



**GOAL 4**



**Safe Access and Connectivity.**

Provide transportation infrastructure designed to create a safe, accessible environment for all modes of travel in Town Center,

foster multimodal access between buildings and land uses in Town Center, connect to surrounding neighborhoods, and provide local and regional accessibility.

**Measures of Success**

- Create multimodal connections in and through Town Center that provide multiple, safe routes for residents, businesses and visitors.
- Identify priority locations to connect to adjacent neighborhoods and land uses.
- Integrate the multimodal transportation system with urban design and development standards developed for Town Center.
- Incorporate wayfinding elements into Town Center’s multimodal transportation system.

**GOAL 5**



**Community Gathering Places.**

Provide vibrant, diverse and inclusive spaces that bring people together with activities and events for year-round fun, culture and socializing.

**Measures of Success**

- Identify locations, and necessary improvements, where year-round activities and events can be held in Town Center.
- Increase programming at public facilities and park spaces to provide year-round interest and gathering opportunities.
- Provide flexible public gathering spaces that provide opportunities for unprogrammed seasonal activities and pop-up events.

**GOAL 6**



**Economic Prosperity.**

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

**Measures of Success**

- Programs and policies that support the development of a variety of small, medium, and large businesses that provide local and regional needs and increase tourism.
- Identify ways to organize and support businesses in Town Center to retain existing businesses, attract additional business and retail diversity, and increase economic development opportunities.
- Attract development that supports the use of existing transit and non- motorized travel options.
- Identify strategies to fund public improvements through a combination of public and private sources.

## **RESOLUTION NO. 2803**

### **A RESOLUTION AND ORDER DECLARING A LOCAL STATE OF EMERGENCY AND AUTHORIZING EMERGENCY MEASURES.**

WHEREAS, Oregon Revised Statutes (ORS) 401.309 provides for cities to establish, by ordinance or resolution, “the conditions required for the declaration of a state of emergency within the jurisdiction and the agency or individual authorized to declare that a state of emergency exists”; and

WHEREAS, ORS 401.305 et seq. grant general and specific powers to cities to respond to emergencies; and

WHEREAS, in August of 1999 the City Council adopted Resolution No. 1589, known as the “Wilsonville State of Emergency Resolution”; and

WHEREAS, in 2005, the City replaced Resolution No. 1589 with Resolution No. 1959, which provides for authorization to declare a state of emergency and impose emergency measures;

WHEREAS, the following conditions have resulted in the need to declare a state of emergency in Wilsonville: An expanding number of presumptive cases of the Coronavirus (COVID-19) have been detected in the State of Oregon, including in both Clackamas and Washington Counties; and

WHEREAS, the State of Oregon, Clackamas County, and Washington County have all declared a State of Emergency due to the presumptive spread of COVID-19 and its fast moving and contagious nature; and

WHEREAS, COVID-19 is an emerging disease that will require a great deal of diligence and resources at the State, County, and City level for response in order to keep the public informed and as safe as possible; and

WHEREAS, it is reasonable and prudent to anticipate that City resources will be needed to respond to the threat of COVID-19 in the City and through mutual aid agreements in the Counties and State, in order to keep the public as safe as possible:

**NOW, THEREFORE**, I, the undersigned Mayor of the City of Wilsonville, pursuant to the provisions of City of Wilsonville Resolution No. 1959, do hereby declare the existence of an

emergency in the City, effective March 13, 2020, subject to ratification by the Wilsonville City Council at its next regularly meeting on March 16, 2020.

1. The Current Emergency Is as Follows:

- Approximately 22 cases of the rapidly spreading COVID-19 virus have now been confirmed in Oregon, including in Clackamas County and Washington County.
- To date, there is one report of one person in Wilsonville who is a presumptive positive and others who have been exposed to COVID-19; therefore, the possibility exists that Wilsonville residents could be exposed to the COVID-19 virus, which is known to spread rapidly.
- City Council wishes to be proactive in the protection of its citizens, particularly its most vulnerable citizens.
- In order to help ensure citizen safety by rapid response, if needed, the City Council hereby activates the City's Emergency Operations Center (EOC) and convenes the Command Staff, with the City Manager authorized to designate the Incident Commander(s).

2. The Geographic Boundary of this Emergency Declaration and Order Is: The political boundaries of the City of Wilsonville.

**IT IS HEREBY ORDERED that the City may, at the direction of the Incident Commander, or his designee, implement the following measures as reasonably required to protect public health, safety, and welfare:**

- Redirect funds and credit card allocations for emergency use.
- Commit to and implement Mutual Aid Agreements.
- Suspend standard procurement procedures. (Note: price gouging is prohibited. No person or business may sell or attempt to sell any goods or services for a price in excess of the "normal market price," which shall mean that person's or business's average of the regular price of the goods or services.)
- Close City facilities, as needed, for the protection of the health and safety of City employees and citizens.
- Curtail, modify, or postpone City services as deemed necessary.
- Evacuate or restrict persons, as needed, for medical care and assistance, or for the health and welfare of the citizenry.

- Prohibit or limit the number of persons who may gather or congregate upon any public street, public place, or public or any outdoor place within Wilsonville.
- Work with Clackamas County and Washington County law enforcement to enforce police powers, as deemed necessary for the health and safety of the general public.
- Follow state and federal recommendation and requirements related to COVID-19.
- Order such other measures as are found to be necessary for the protection of life, property, the environment, or for recovery from the emergency.

**FURTHER**, I direct the designated Incident Commander to coordinate the activities of the emergency response, to take all appropriate action needed to alleviate the effects of this disaster, to aid in the provision of essential public service, and to take any other emergency response actions deemed necessary to respond to this disaster emergency.

**FURTHER**, I direct that all appropriate and available local resources be expended as needed and do hereby authorize a request for assistance from Clackamas County, Washington County, and the Governor of the State of Oregon, as needed, in the event of a spread of the virus within Wilsonville.

**ADOPTED AND RATIFIED** by the Wilsonville City Council at a regular meeting thereof this 16<sup>th</sup> day of March 2020, and filed with the Wilsonville City Recorder this date. This declaration is ratified immediately. This declaration will expire on May 1, 2020 unless otherwise extended or earlier terminated by the City Council.

**DATED:**

**WILSONVILLE CITY COUNCIL**

March 16, 2020

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TIM KNAPP, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp \_\_\_\_\_  
Council President Akervall \_\_\_\_\_  
Councilor Lehan \_\_\_\_\_  
Councilor West \_\_\_\_\_  
Councilor Linville \_\_\_\_\_

## **CITY COUNCIL ROLLING SCHEDULE**

### **Board and Commission Meetings 2020**

**Items known as of 03/11/20**

#### **March**

<b>DATE</b>	<b>DAY</b>	<b>TIME</b>	<b>EVENT</b>	<b>LOCATION</b>
3/19	Thursday	6:00 p.m.	Tourism Promotion Committee	Council Chambers
3/23	Monday	6:30 p.m.	DRB Panel B - <b>Cancelled</b>	Council Chambers
3/24	Tuesday	6:00 p.m.	Metro Community Enhancement Committee Meeting	City Hall
3/25	Wednesday	6:30 p.m.	Library Board	Library
3/30	Monday	6:00 p.m.	Metro Community Enhancement Committee Meeting	City Hall

#### **April**

<b>DATE</b>	<b>DAY</b>	<b>TIME</b>	<b>EVENT</b>	<b>LOCATION</b>
4/6	Monday	7:00 p.m.	City Council Meeting	Council Chambers
4/7	Tuesday	6:00 p.m.	Metro Community Enhancement Committee Meeting	City Hall
4/8	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
4/9	Thursday	6:00 p.m.	Parks and Recreation Advisory Board Meeting	Council Chambers
4/9	Thursday	6:00 p.m.	URA Taskforce Meeting	City Hall
4/13	Monday	6:30 p.m.	DRB Panel A	Council Chambers
4/20	Monday	7:00 p.m.	City Council Meeting	Council Chambers
4/22	Wednesday	6:30 p.m.	Library Board	Library
4/27	Monday	6:30 p.m.	DRB Panel B	Council Chambers

#### **Community Events:**

- 3/24** Long Term Care 101 at the Community Center, 10:00 a.m. – 11:30 a.m.
- 3/31** History Pub at McMenamin’s Old Church, 6:30 p.m. – 8:00 p.m.
- 4/4** State Rep. Neron Wilsonville Town Hall at the Library, 10:30 am. – 1:00 p.m.
- 4/11** Wilsonville Egg Hunt at Memorial Park, 10:00 a.m.
- 4/18** Neighborhood Tree Planting Event with Friends of Trees at Wilsonville Community Center, 8:45 a.m. - 1:00 p.m.
- 4/28** History Pub at McMenamin’s Old Church, 6:30 p.m. – 8:00 p.m.

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

Let's get  
moving.

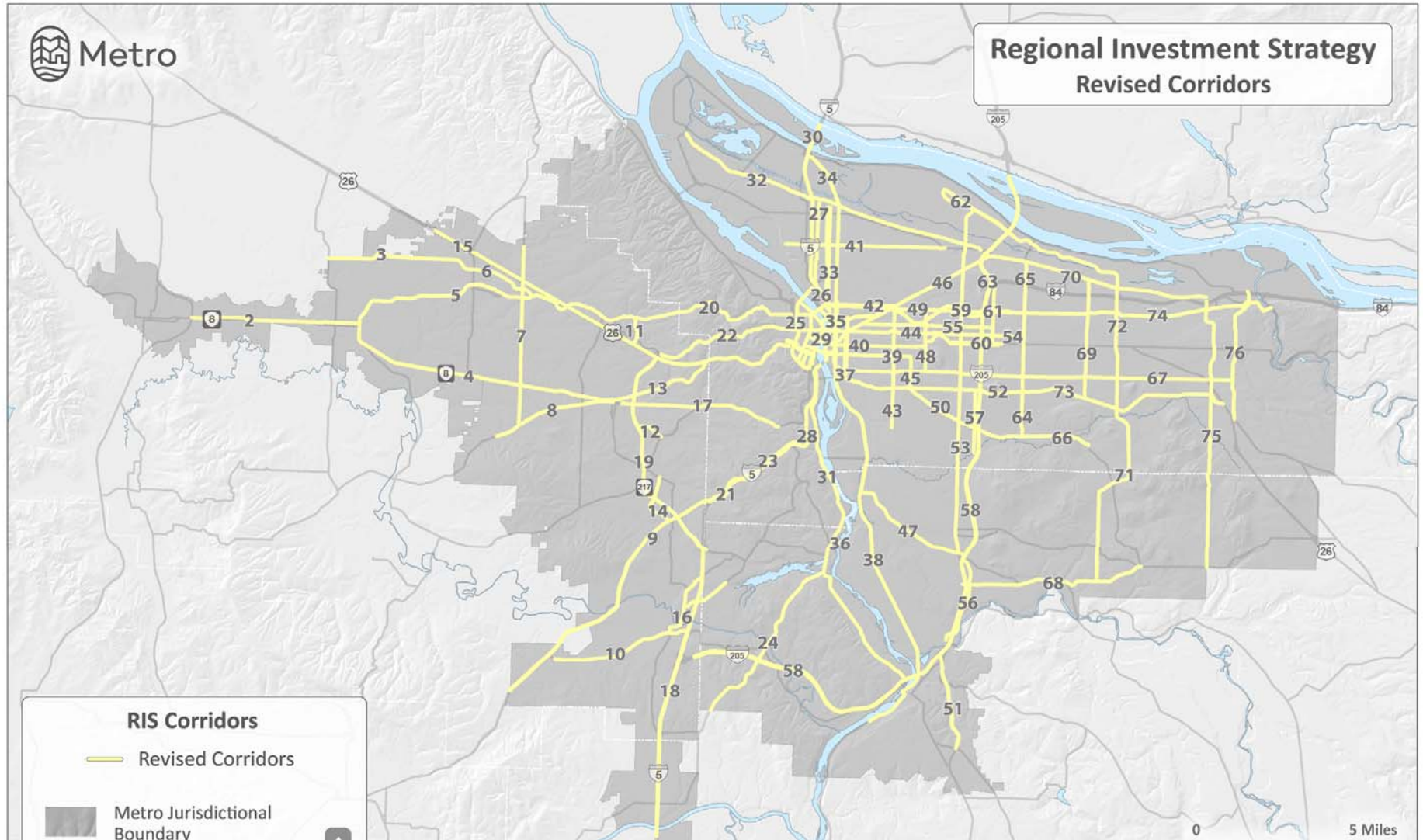
City of Wilsonville  
March 16, 2020



Metro

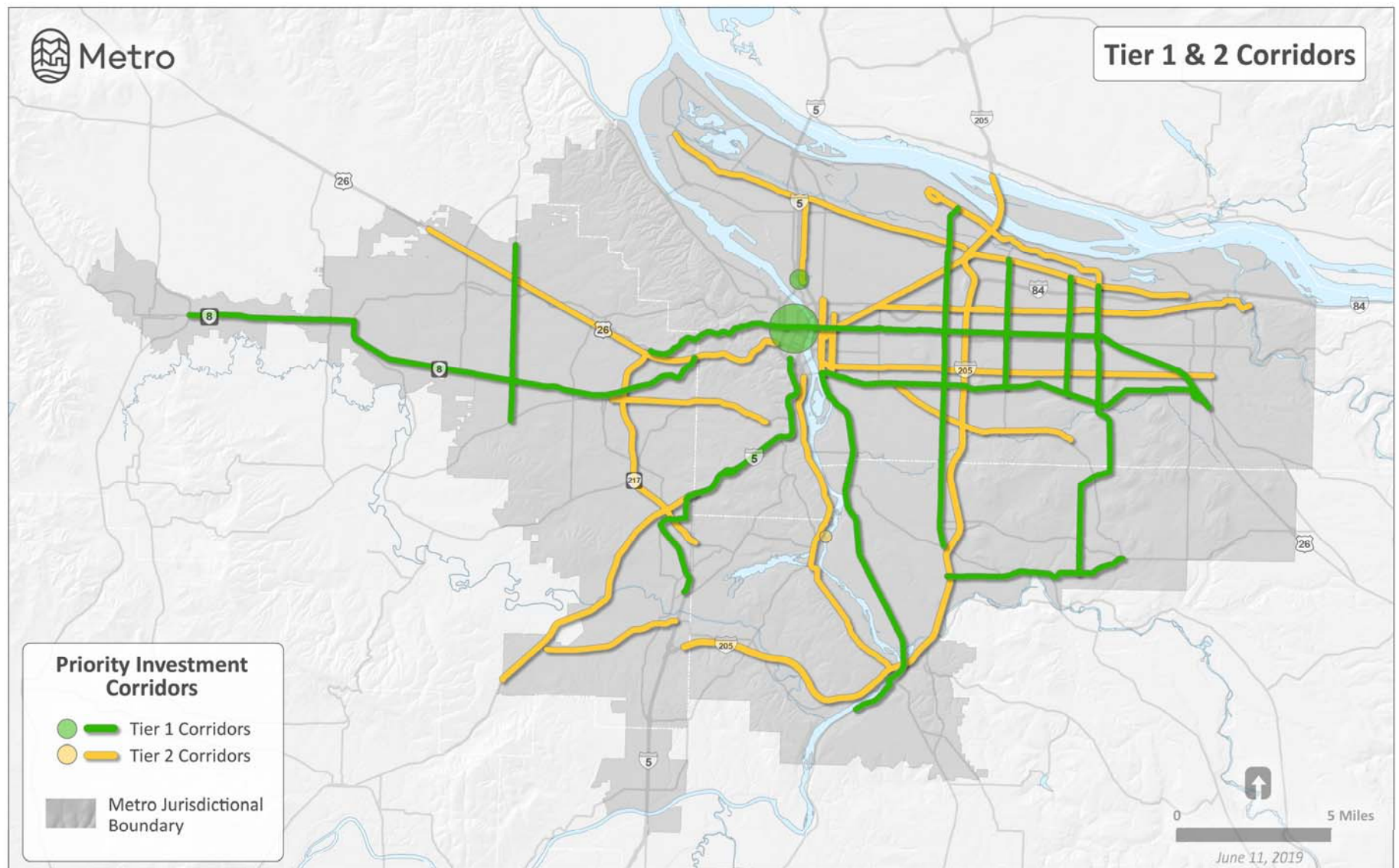


# Examining the need





# Picking priorities





**Corridor investments  
move people to jobs and opportunity.**

# Get Moving 2020 Tier 1 Corridor Investments

**PROPOSED  
CORRIDOR FUNDING**

**\$3.81B**

**+**

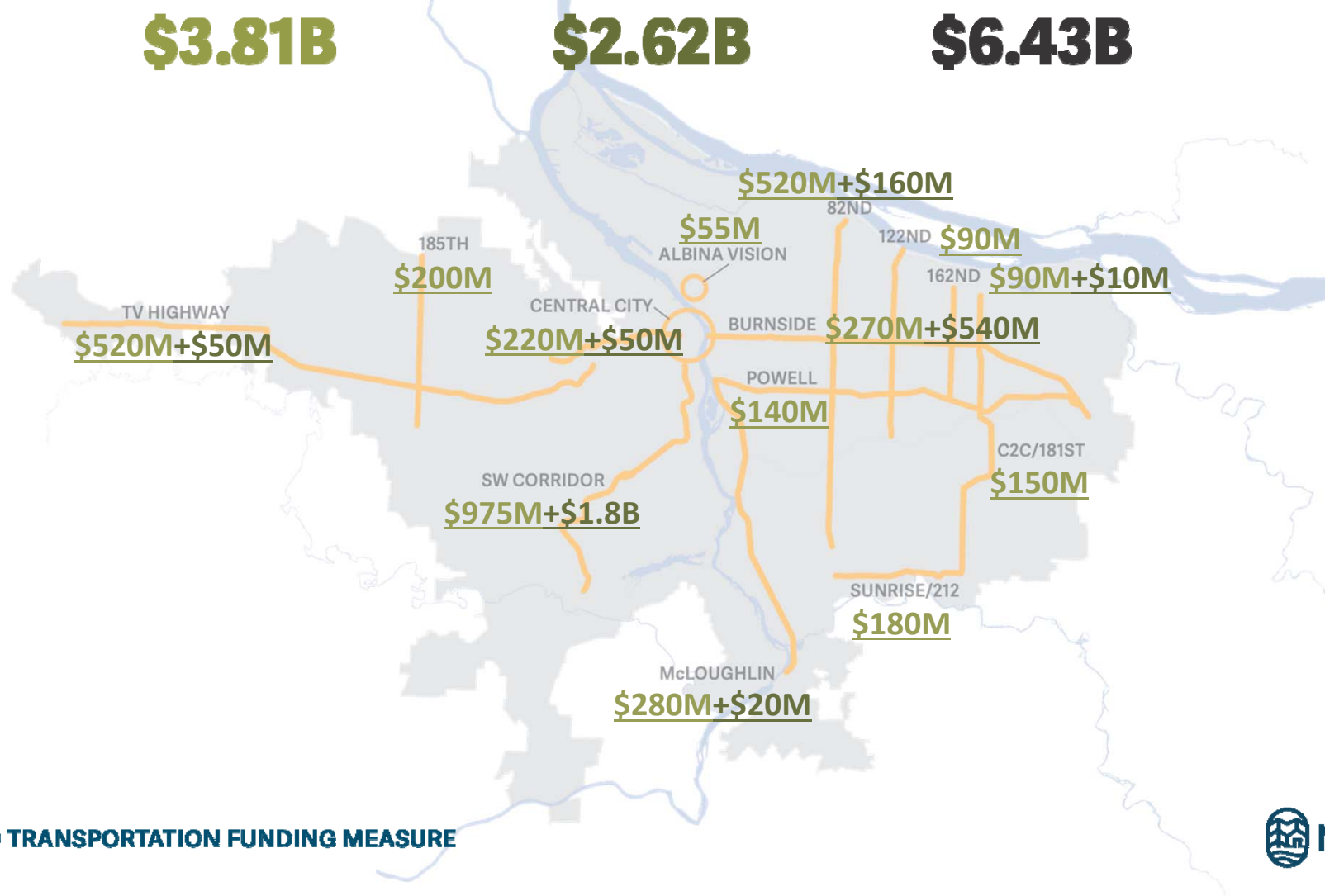
**POTENTIAL  
LEVERAGED FUNDS**

**\$2.62B**

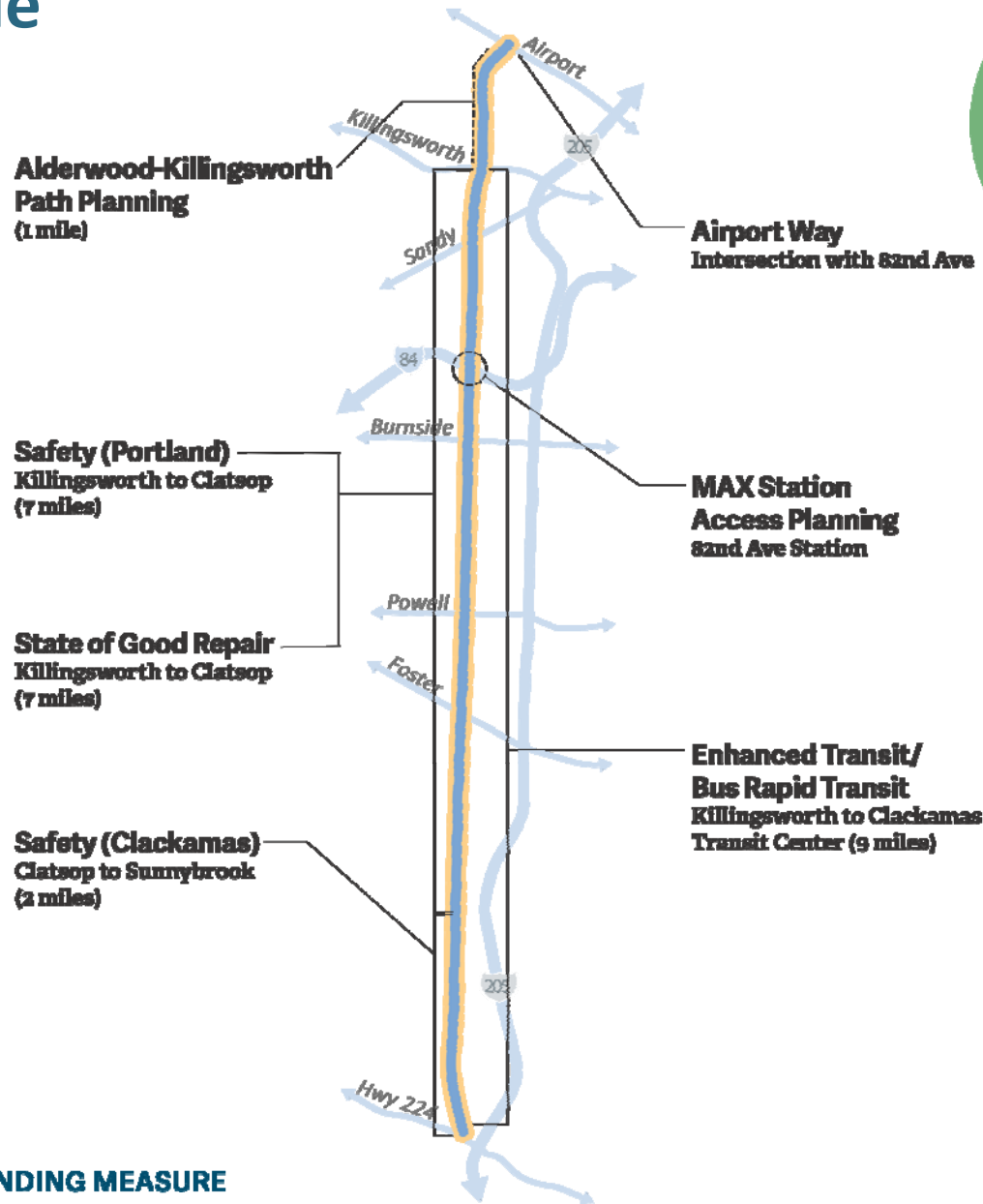
**=**

**TOTAL CORRIDOR  
INVESTMENT**

**\$6.43B**

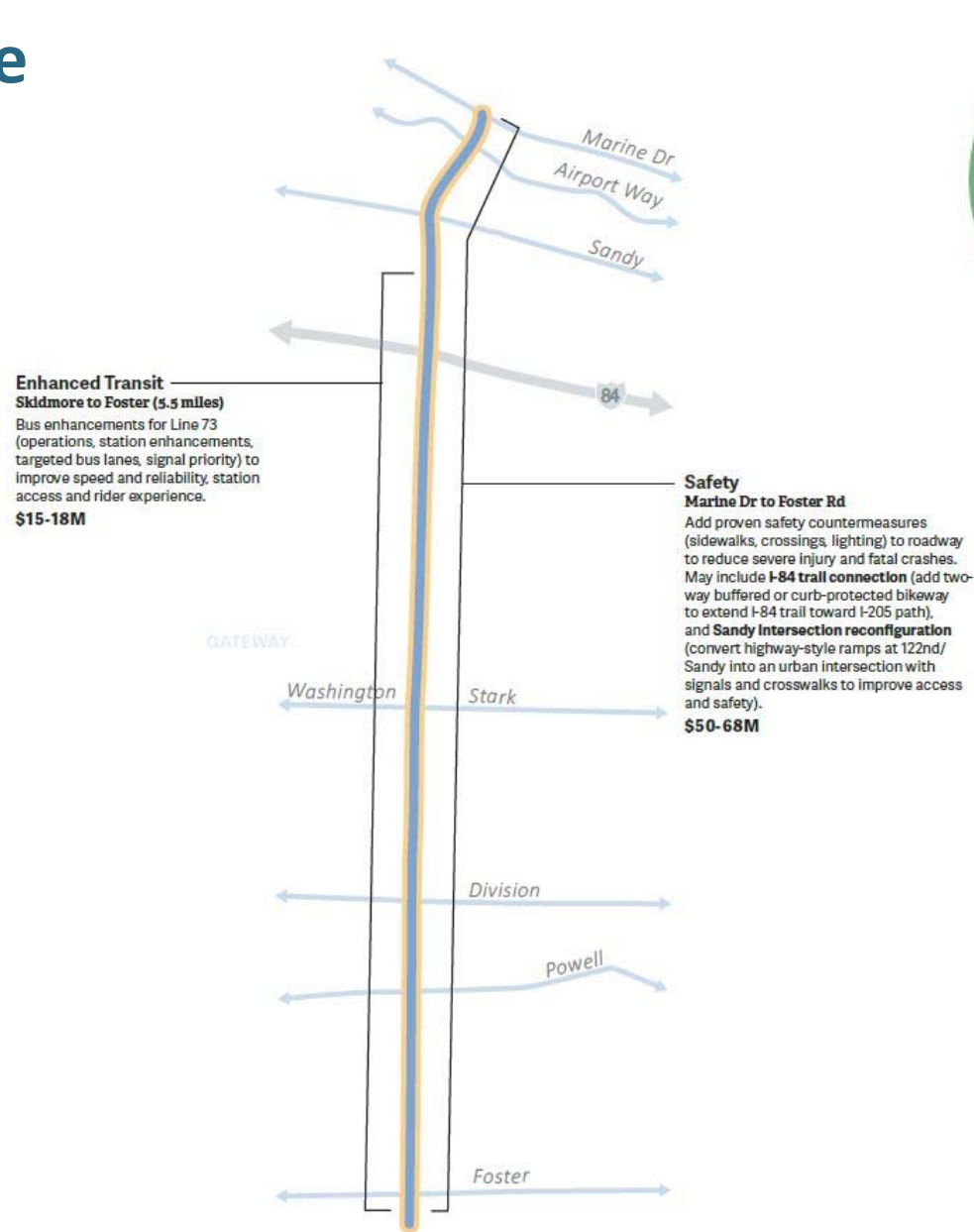


# 82nd Avenue



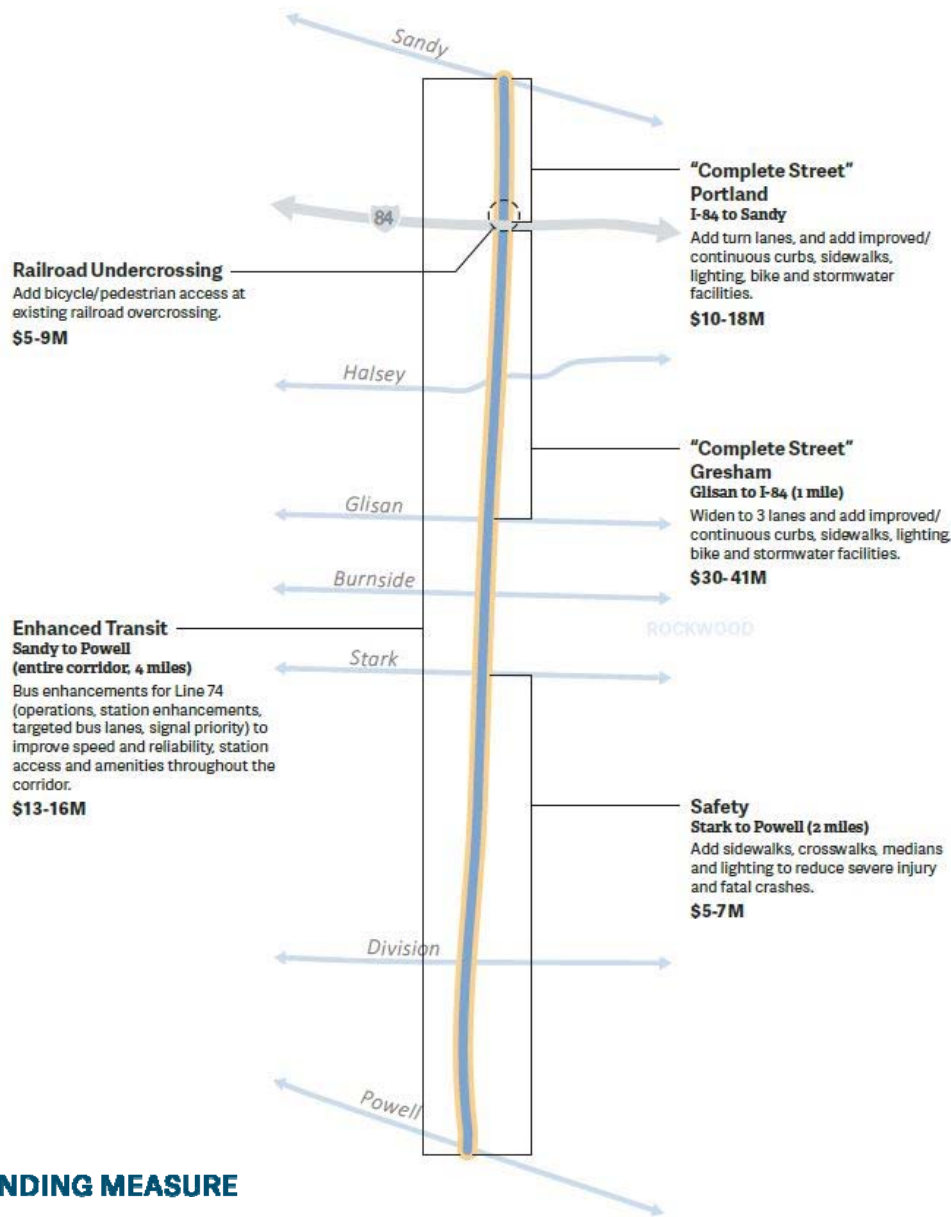
RECOMMENDED INVESTMENT  
**\$520M**  
\$680M WITH LEVERAGED FUNDS

# 122<sup>nd</sup> Avenue



RECOMMENDED INVESTMENT  
**\$90M**

# 162<sup>nd</sup> Avenue



RECOMMENDED INVESTMENT

## \$90M

**\$100M WITH LEVERAGED FUNDS**

# Albina Vision



RECOMMENDED INVESTMENT  
**\$55M**

**1 Broadway/Weidler Streetscape**  
**Broadway Bridge to NE 7th (.6 miles)**

Develop an Albina “main street” with street lighting, public art, and enhanced transit stations to improve access and safety for all.

**2 Interstate/N. Portland Greenway**  
**Steel Bridge to NE Tillamook (.8 miles)**

Enhanced crossings and a multi-use path to connect the Rose Quarter Transit Center to employment and housing areas further north.

**3 Multnomah St Streetscape**  
**NE Interstate to 7th Ave (.5 miles)**

Green street features, lighting and upgraded transit stations to provide safe connections between Lower Albina, Convention Center and Lloyd neighborhoods.

**4 Vancouver/Williams**  
**NE Russell to Multnomah (.8 miles)**

Street lighting, better transit stops, and improvements to existing bikeway.

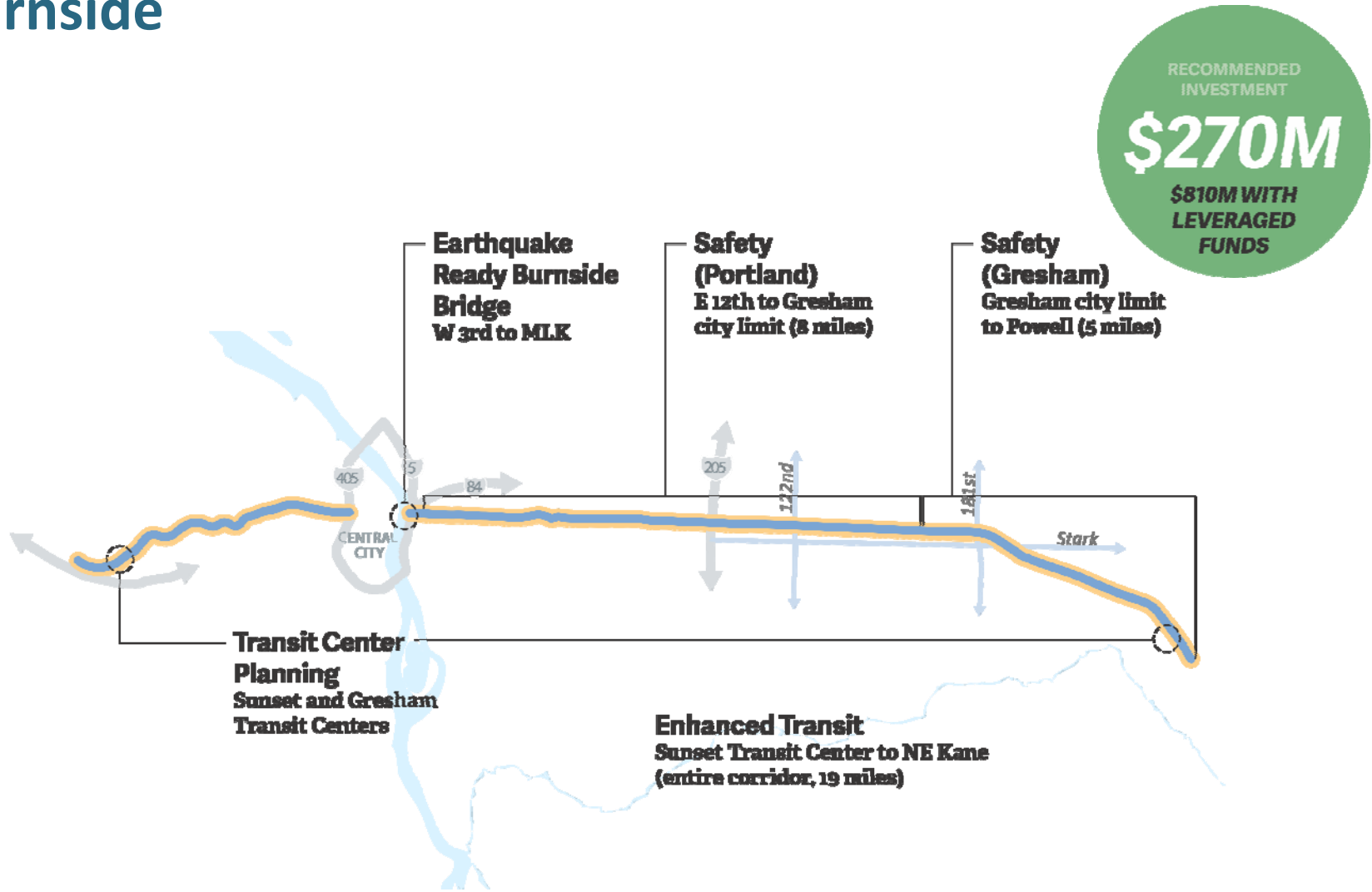
**5 Lloyd Blvd**  
**Steel Bridge to NE 7th Ave (.5 miles)**

Multi-use path to strengthen multimodal connection between Albina, Lloyd and SE Portland.

**6 Albina Urban Design Strategy**  
**Areawide**

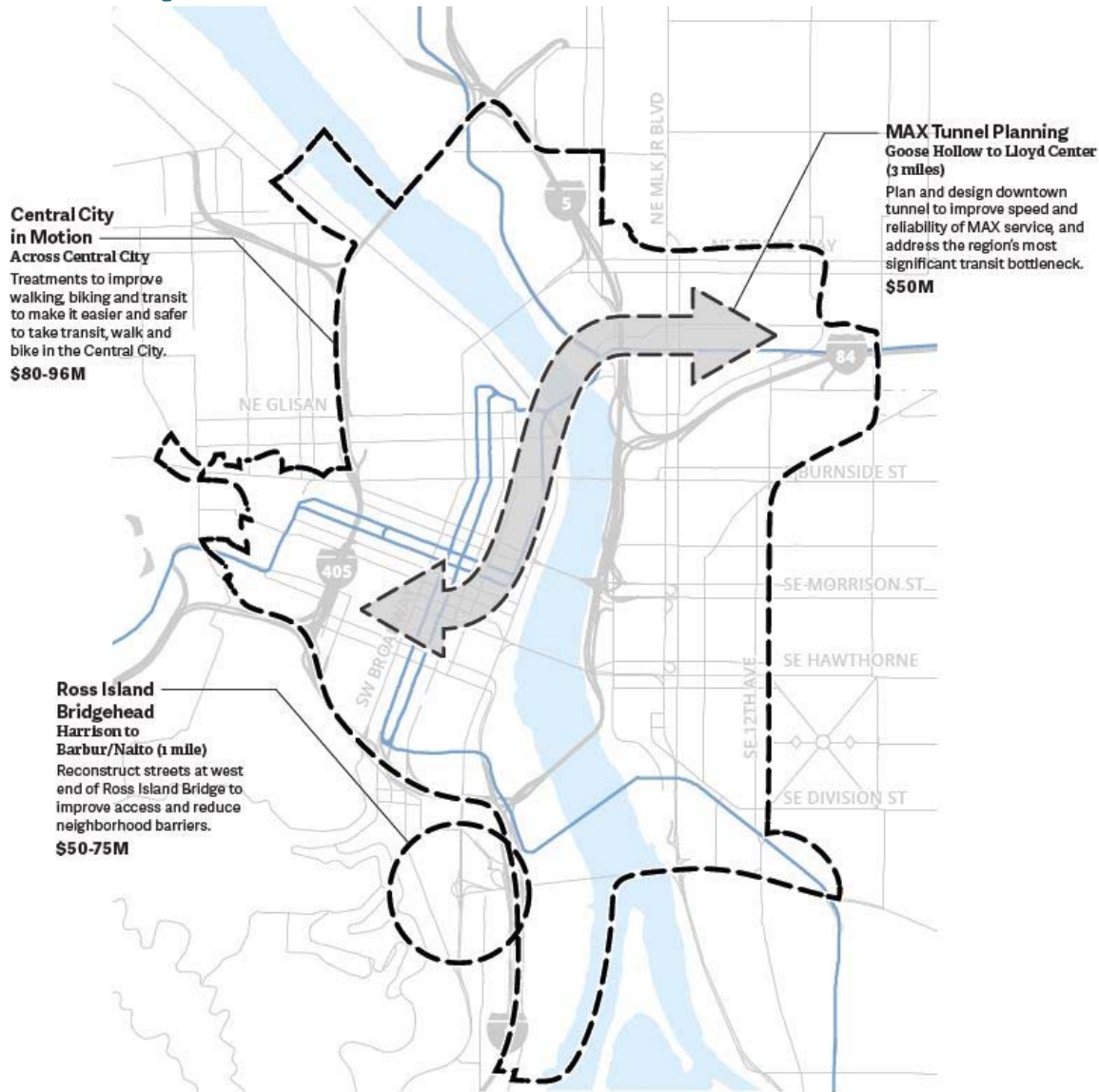
Develop plans and strategies to guide Albina Vision Implementation. Key elements include: urban design strategy, Rose Quarter TC, bridgehead and river connections, multimodal connections.

# Burnside





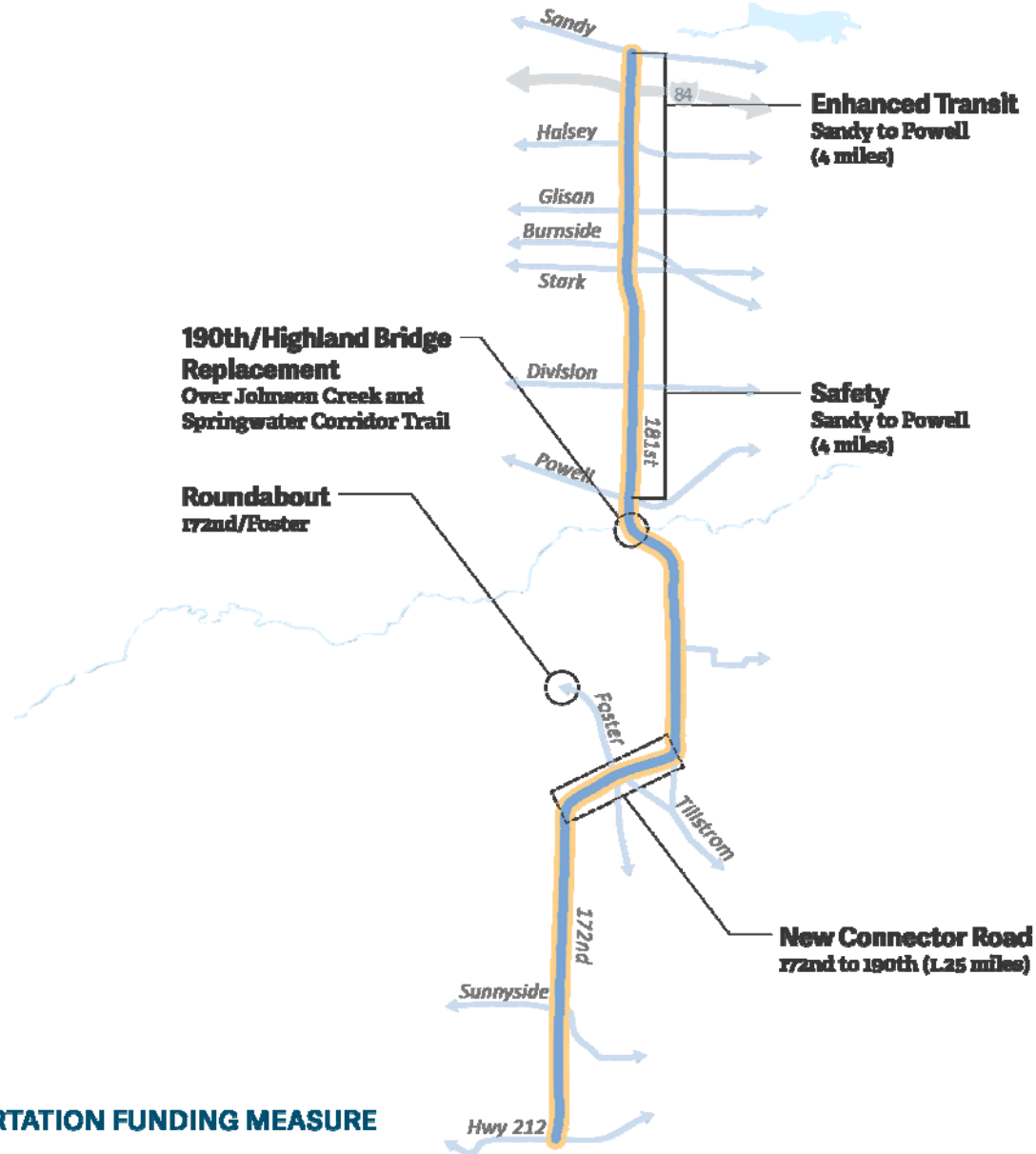
# Central City



RECOMMENDED INVESTMENT  
**\$220M**  
**\$270M WITH LEVERAGED FUNDS**

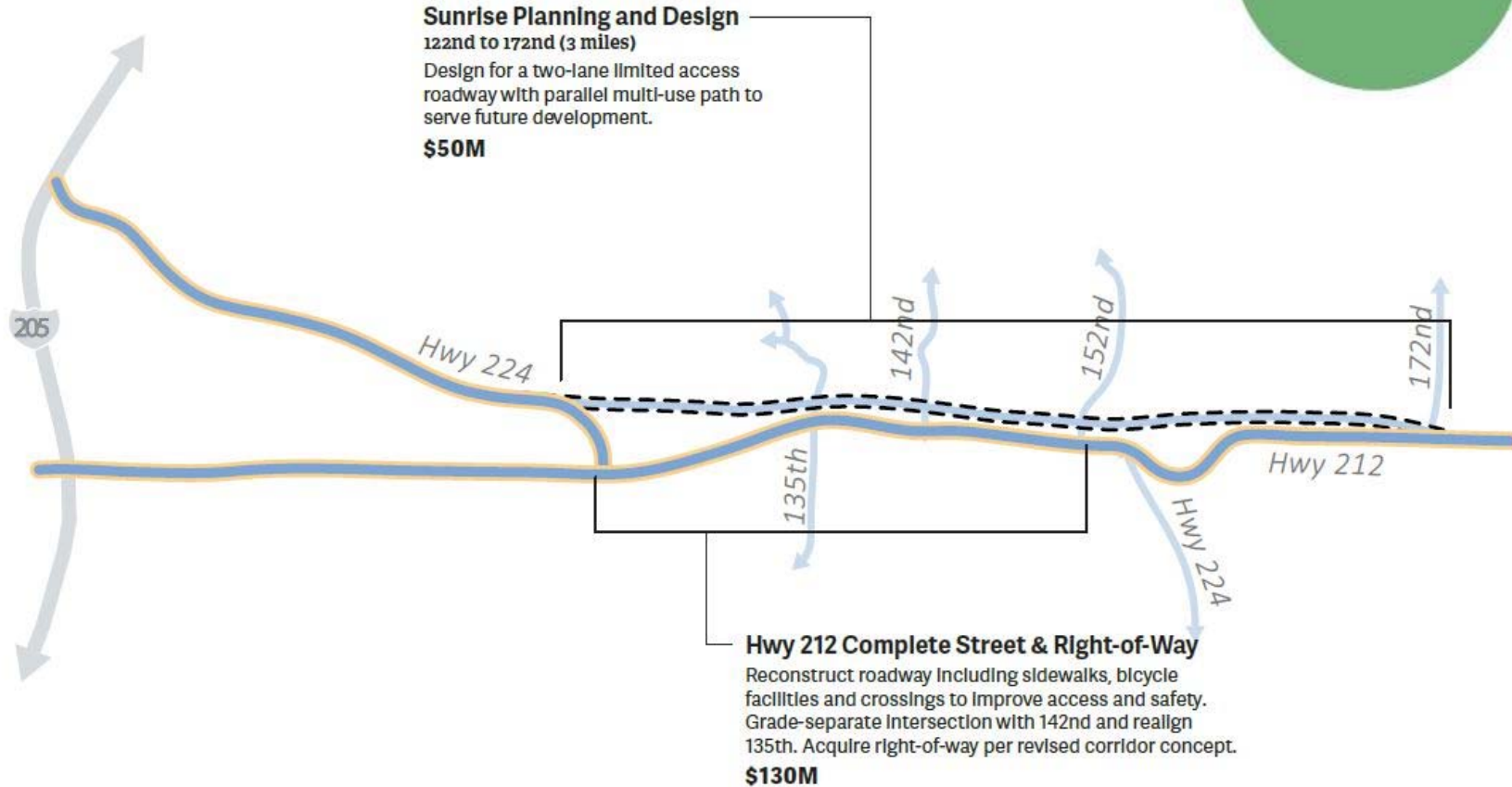
# Clackamas-to-Columbia/181st Ave

RECOMMENDED INVESTMENT  
**\$150M**



# Highway 212/Sunrise Corridor

RECOMMENDED INVESTMENT  
**\$180M**



# McLoughlin Boulevard

**Park Ave  
Park & Ride  
Expansion**

**Enhanced Transit  
Milwaukie to Oregon  
City (6.5 miles)**

**Safety  
Milwaukie to Oregon  
City (6.5 miles)**

**Corridor Planning  
Milwaukie to Oregon  
City (6.5 miles)**

not on map

**Reedway Bike  
Overcrossing**

**Portland Ave  
Streetscape**

**Trolley Trail**

**I-205 Ramp  
Improvements**

**Willamette Falls  
Bike/Ped Plan  
10th to Railroad Ave (.4 miles)**

RECOMMENDED  
INVESTMENT

**\$280M**

**\$300M WITH  
LEVERAGED  
FUNDS**

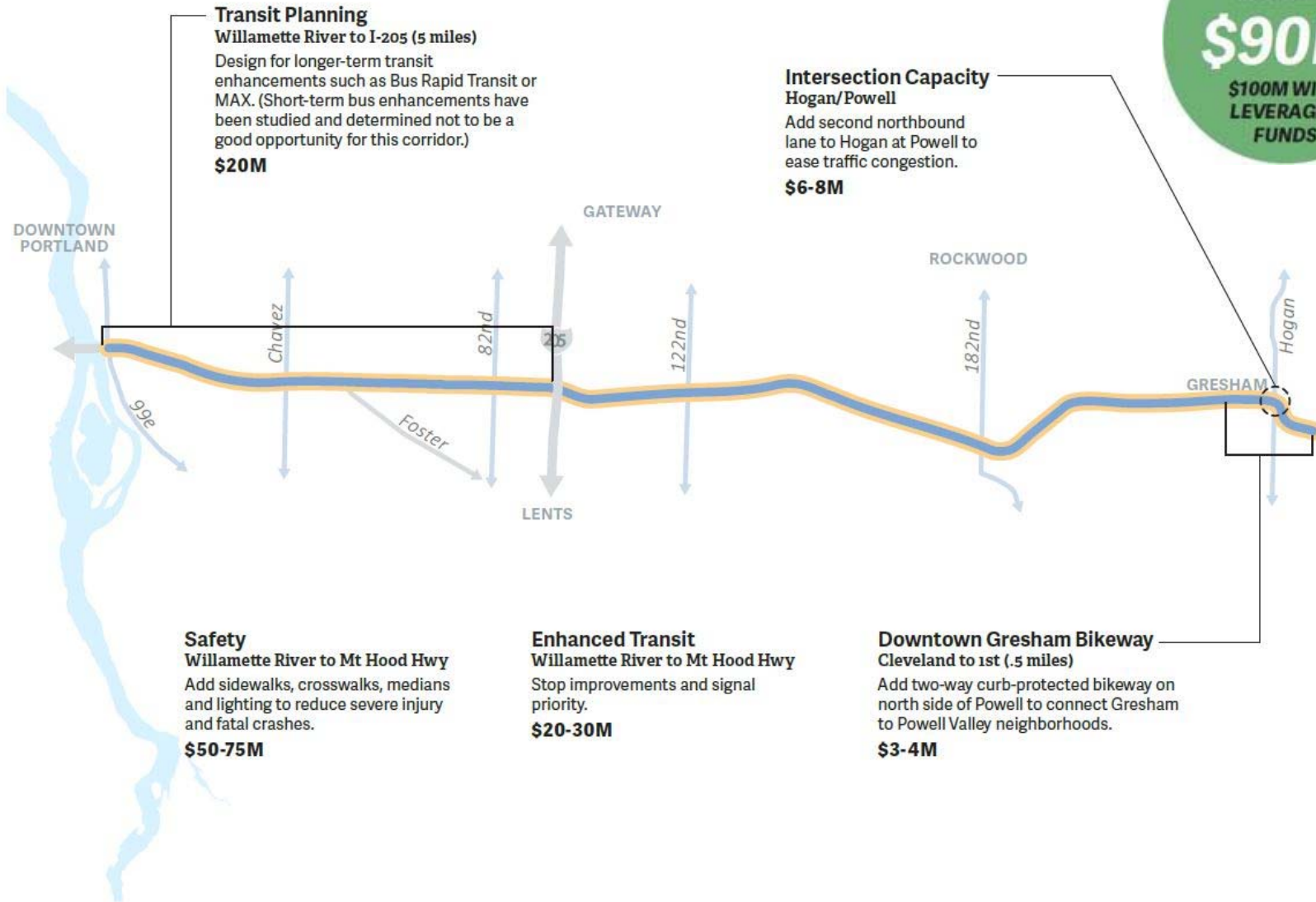
**2020 TRANSPORTATION FUNDING MEASURE**



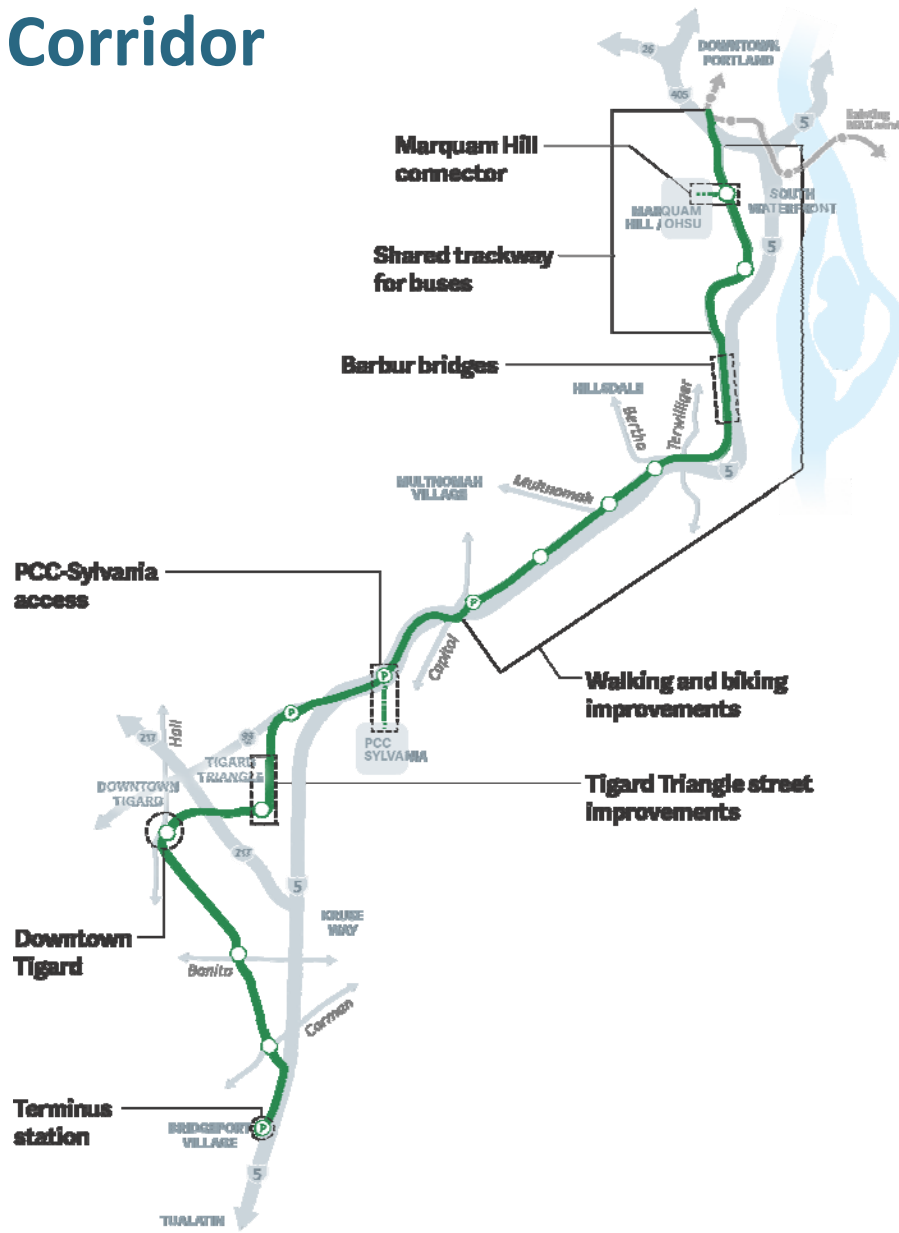
2/20/2020

# Powell Boulevard

RECOMMENDED INVESTMENT  
**\$90M**  
**\$100M WITH LEVERAGED FUNDS**



# Southwest Corridor



RECOMMENDED INVESTMENT  
**\$975M**  
 \$2.6B WITH LEVERAGED FUNDS

# SW 185<sup>th</sup> Avenue

## Enhanced Transit

**Rock Creek Blvd to Farmington  
(entire corridor, 5 miles)**

Bus enhancements for Line 52 (operations, station enhancements, targeted bus lanes, signal priority) to improve speed and reliability, station access and rider experience throughout corridor.

**\$50-60M**

## MAX Overcrossing

**185th/Baseline**

Build bridge for MAX Blue Line over 185th to reduce traffic, and bus and train delays.

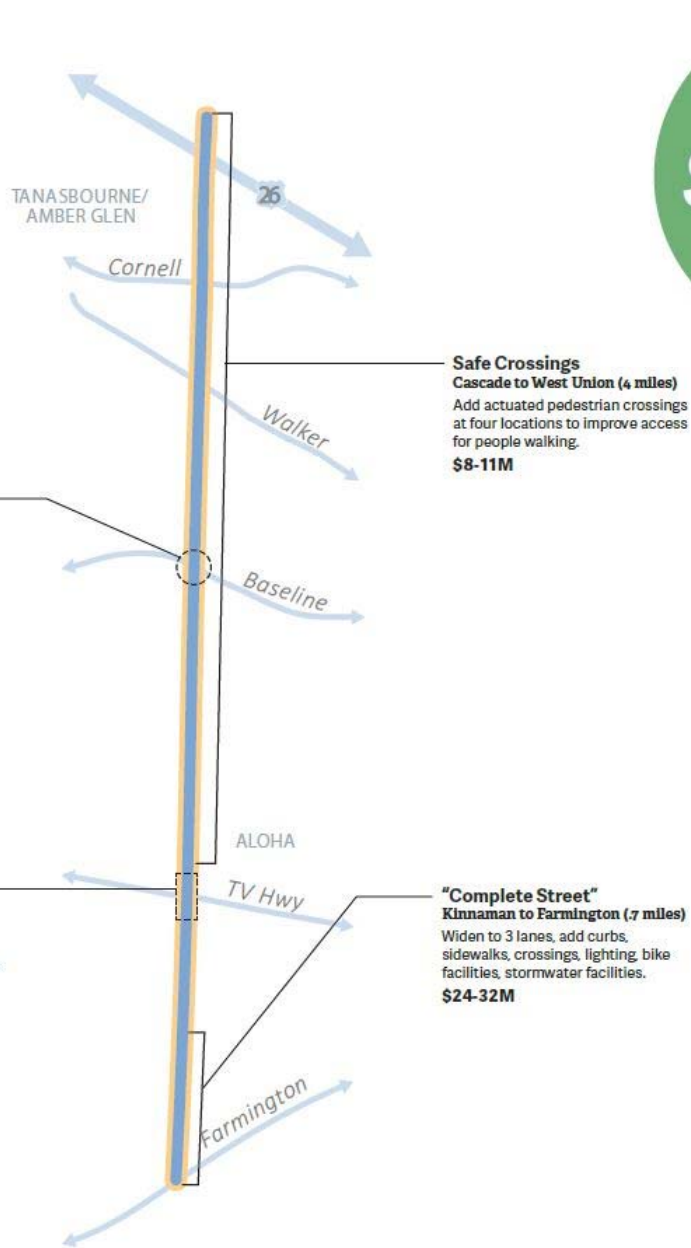
**\$70-87M**

## Intersection Improvements

**Alexander to Blanton (.25 miles)**

Fix intersections to improve safety and efficiency for all users (intersection alignment at Blanton, crossing signal at Alexander).

**\$10-14M**



## Safe Crossings

**Cascade to West Union (4 miles)**

Add actuated pedestrian crossings at four locations to improve access for people walking.

**\$8-11M**

## "Complete Street"

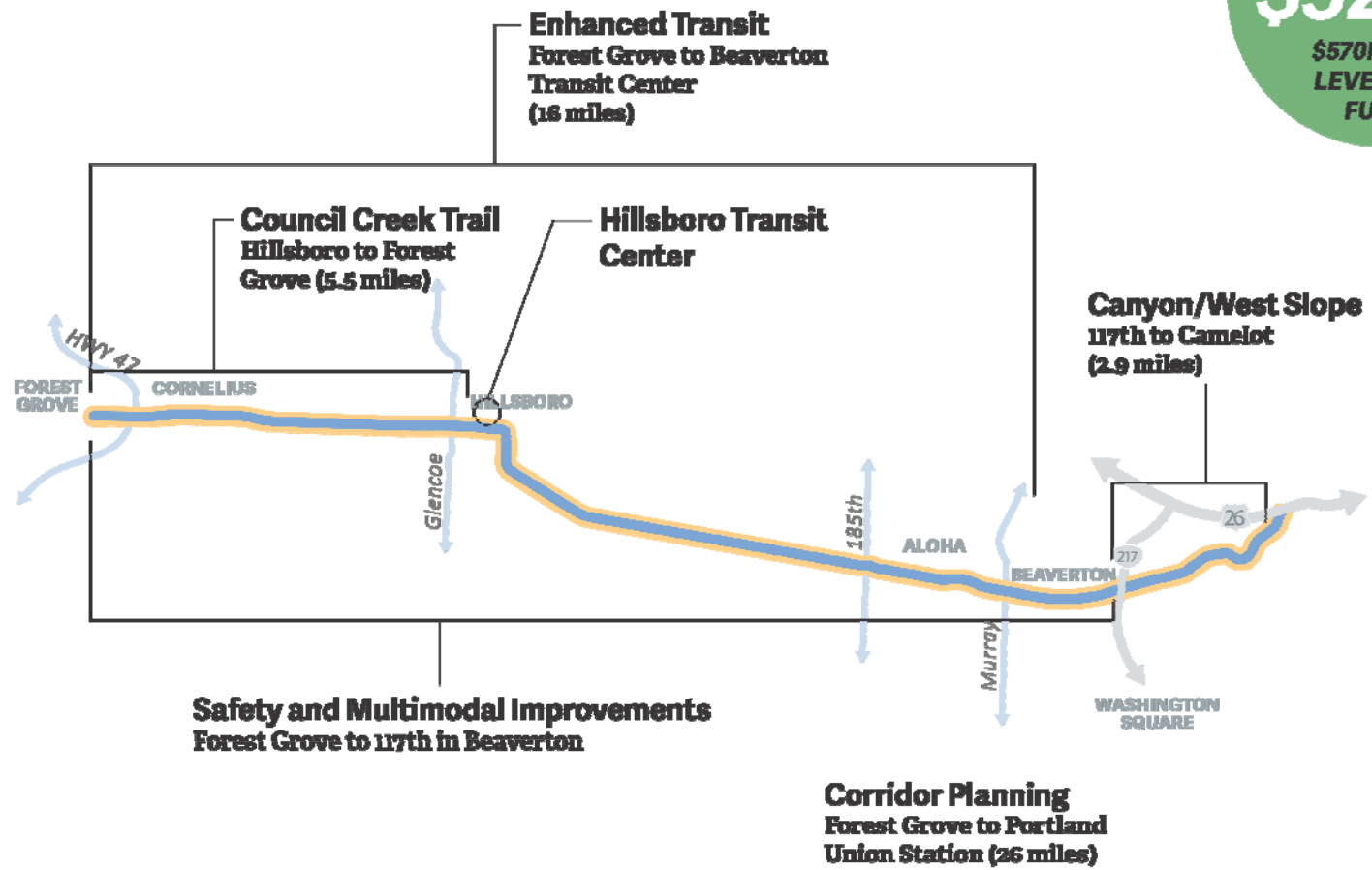
**Kinnaman to Farmington (7 miles)**

Widen to 3 lanes, add curbs, sidewalks, crossings, lighting, bike facilities, stormwater facilities.

**\$24-32M**

# Tualatin Valley Highway

RECOMMENDED INVESTMENT  
**\$520M**  
\$570M WITH LEVERAGED FUNDS





# Benefits beyond corridors: Regionwide programs



Safe Routes  
To School



Active Transportation  
Regional Connections



Student Fare  
Affordability



Safety Hot Spots



Bus Electrification



Protecting/Preserving  
Multifamily Housing



Better Bus



Main Streets  
Revitalization



Future Corridor  
Planning

# Jobs Created

Initial analysis by EcoNorthwest of jobs created was based on the assumption that we would spend approximately \$4 Billion on transportation projects as part of the Transportation Measure:

- Direct corridor construction jobs (Full Year Equivalent): **16,000 jobs**
- Secondary (Indirect + Induced) jobs (FYE): **21,000 jobs**
- Total estimate: **37,500 jobs**

# How much could we invest?

## Corridors

Tier 1 Measure investments

**\$3.81B**

Leveraged FTA & Local Investments

**\$2.22B**

**Regionwide Programs** *(\$50 million/year)*

**\$1B**

**Total Investments**

**\$7.03 billion**



# How could we pay for it?

Possible mechanism	Possible rate	How much could it raise annually?
<b>Regional Vehicle Registration Fee</b>	\$56 annual	\$65 million
<b>Employer Payroll Tax</b>	0.6%	\$300 million

**#getmoving2020**  
**getmoving2020.org**





## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> March 16, 2020		<b>Subject: Resolution No. 2799</b> A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Construction Contract with McClure and Sons, Inc. for the Memorial Park Lift Station project (Capital Improvement Project #2065).  <b>Staff Member:</b> Mike Nacrelli, PE, Civil Engineer  <b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand and Maintain High Quality Infrastructure	<input checked="" type="checkbox"/> Adopted Master Plan(s): Wastewater Collection System Master Plan November 2014	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving the public bid process, accepting the lowest, responsible bidder, and awarding a construction contract to McClure and Sons, Inc. in the amount of \$3,871,047 for the construction of the Memorial Park Lift Station project.

## **EXECUTIVE SUMMARY:**

The Memorial Park Lift Station project will upsize the existing wastewater lift station necessary to accommodate future flow from the Frog Pond development areas and be relocated outside of the 100-year flood plain of Boeckman Creek. The project will include construction of a triplex submersible sewage lift station with variable speed drives; flow and level instrumentation; SCADA controls; a valve vault; an electrical building with 250 kW diesel standby generator; water, storm drain, gravity sanitary sewer, and force main piping; fiber optic cable, conduits, and vaults; access road replacement; site improvements, landscaping, and irrigation.

The City received two (2) bids by the February 27, 2020 deadline (see Attachment 1 for bid summary) of which McClure and Sons, Inc. submitted the lowest, responsive bid.

## **EXPECTED RESULTS:**

The new pump station will comply with Oregon DEQ requirements to maintain a finish grade a minimum of two feet above the flood plain. The proposed location for the new pump station is approximately 550 feet to the northeast of the existing pump station. The proposed pump station design will include approximately 700 feet each of gravity and force main piping to tie into existing gravity sewer and force main pipe near the existing pump station. The access road from the park entrance to the pump station location will be repaved to its existing limits following the construction of the gravity sewer and force main. In addition, The City's fiber network will be extended to the pump station site from the Murase Plaza area and routed along the walking path that connects the upper and lower park. This will create a more reliable telemetry connection for the City's SCADA system and allow the City to monitor the pump station through its network.

## **TIMELINE:**

Construction is expected to begin May 4, 2020 with a final completion date scheduled for April 30, 2021.

## **CURRENT YEAR BUDGET IMPACTS:**

CIP #2065 is funded through sewer operating fees and system development charges. The amended FY 2019-20 Wilsonville budget includes \$5,355,325 for engineering, construction, contract administration and overhead for the entirety of the project. The contract award is for \$3,871,047, within the budgeted amount.

## **FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 3/9/2020

## **LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 3/11/2020

## **COMMUNITY INVOLVEMENT PROCESS:**

The Memorial Park Pump Station was approved by the Development Review Board at the January 13, 2020 meeting. In addition, the project team coordinated with the Wilsonville Parks and Recreation Department to develop a construction schedule, minimizing impacts on public use of Memorial Park, including a requirement for full park access on evenings and weekends, and construction restrictions during major park events.

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

The City has identified development interest in the Frog Pond neighborhoods that will increase flows to the pump station within a few years. The pump station is sized to serve the entirety of the Frog Pond development and portions of urban reserves, ensuring adequate wastewater capacity to accommodate future development for the foreseeable future.

In addition, the existing pumps and equipment are reaching the end of their expected design life and are in need of being updated to current City standards. The pump station control building is located 3 feet below the Boeckman Creek floodplain elevation, posing a serious concern for reliability of the pump station's electrical and control equipment during a heavy storm event. The new station will minimize flooding risks, increase pumping capacity, and provide more reliable equipment.

**ALTERNATIVES:**

A number of pump station locations and design alternatives were assessed during design of the project, including expansion of the existing pump station in place. The selected location results in a balance of the least impact on current and future use of Memorial Park, adequate access for operation and maintenance of the facility, and the least cost.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Project Location Map
2. Bid Summary
3. Resolution No. 2799
  - A. Memorial Park Lift Station Construction Contract



# Attachment 1 Memorial Park Lift Station - Vicinity Map



# Attachment 2

## BID SUMMARY

MEMORIAL PARK LIFT STATION  
OWNER: CITY OF WILSONVILLE  
OPENING DATE: FEBRUARY 27, 2020 @ 2:00 PM

ENGINEER'S ESTIMATE: \$3.6 M

PREPARED BY: CITY OF WILSONVILLE

Order Opened	Bidder:	Envelope marked: (y/n)	First Tier Sub-Con. (y/n)	Adden. 1 (y/n)	Prop. Signed (y/n)	Bid Bond (y/n)	Bid Amount:	Appar. Status:
1	McClure and Sons	Y	Y	Y	Y	Y	\$3,871,047.00	1
2	Stettler Supply	Y	Y	Y	Y	Y	\$4,319,175.00	2
3								
4								
5								
6								
7								
8								

**RESOLUTION NO. 2799**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH MCCLURE AND SONS, INC. FOR THE MEMORIAL PARK LIFT STATION PROJECT (CAPITAL IMPROVEMENT PROJECT #2065).**

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #2065, known as Memorial Park Lift Station Project (the Project); and

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

WHEREAS, two bids were received and opened on February 27, 2020, and McClure and Sons, Inc. submitted a bid of \$3,871,047 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid; and

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and McClure and Sons, Inc. submitted the lowest responsive and responsible bid.
2. The City of Wilsonville acting as the Local Contract Review Board authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with McClure and Sons, Inc. for a stated value of \$3,871,047.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 16<sup>th</sup> day of March 2020, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

A. Memorial Park Lift Station Construction Contract

## Exhibit A

### **CITY OF WILSONVILLE CONSTRUCTION CONTRACT (CIP #2065)**

This Construction Contract (“Contract”) for the Memorial Park Lift Station Project (“Project”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **McClure and Sons, Inc.**, an Washington 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 Memorial Park Lift Station Project, dated February 5, 2020, including Plans and Details bound separately; Contractor’s Bid submitted in response thereto; 2015 City of Wilsonville Public Works Standards, City of Wilsonville Special Provisions; Project Specific Special Provisions; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

## **Section 2. Term**

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than April 30, 2021, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at Substantial Completion by no later than March 19, 2021, and at Final Completion by April 30, 2021. See **Section 23** for the definitions of Substantial Completion and Final Completion.

## **Section 3. Contractor’s Work**

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

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

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

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

## **Section 4. Contract Sum, Retainage, and Payment**

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed THREE MILLION EIGHT HUNDRED SEVENTY ONE THOUSAND FORTY SEVEN DOLLARS (\$3,871,047.00) for performance of the Work (“Contract Sum”). Contractor’s pricing and rates are set forth on Exhibit A, attached hereto and incorporated by reference herein. Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

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

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

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

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

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

4.6. 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.

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

## **Section 5. Prevailing Wages**

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2020, 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/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx). Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and

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

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

## **Section 6. Filing of Certified Statement**

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

## **Section 7. Reports to Department of Revenue**

When a public contract is awarded to a nonresident bidder and the contract price 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 price, terms of payment, length of contract, and such other information as the Department may require, before the City will make final payment on the Contract.

## **Section 8. City's Rights and Responsibilities**

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

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

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

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



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

8.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2019-20. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in Section 21.

### **Section 9. City's Project Manager**

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

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

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

### **Section 11. Project Information**

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

### **Section 12. Duty to Inform**

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

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

### **Section 13. Subcontractors and Assignments**

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

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

### **Section 14. Contractor's Responsibilities**

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

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

14.2. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 4** of this Contract.

Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

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

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

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

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

14.7. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 14.17.1, 14.17.2, and 14.17.3 above, a laborer shall be paid at least time and a half for

all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

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

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

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

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

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

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

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

## **Section 15. Subcontractor Requirements**

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

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

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

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

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

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

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

## **Section 16. Environmental Laws**

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

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts  
Port Districts  
County Service Districts  
Water Districts

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

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

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

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

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

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

## **Section 17. Indemnity**

17.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or



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

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

## **Section 18. Insurance**

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

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

minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

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

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

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

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

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

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

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

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

## **Section 19. Bonding Requirements**

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

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

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

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

## **Section 20. Warranty**

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

20.2. 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.

20.3. 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 21. Early Termination; Default**

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

21.1.1. By mutual written consent of the parties;

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

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

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

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

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

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

## **Section 22. Suspension of Work**

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

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

23.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete, and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and the facilities are fully functional and may be utilized with only minor punch list items remaining that do not significantly impact City 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 March 19, 2021 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 **Section 23.3** and **Section 23.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

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

completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion.

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

23.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of April 30, 2021, or any written extension thereof granted by the City, Contractor shall pay the City One Thousand One Hundred Dollars (\$1,100) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

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

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

## **Section 24. Contract Modification; Change Orders**

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

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

## **Section 25. Dispute Resolution**

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

## **Section 26. Access to Records**

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

## **Section 27. As-Builts**

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

## **Section 28. Notices**

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

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

To Contractor: McClure and Sons, Inc.  
Attn: Kyle Hansen  
15714 Country Club Drive  
Mill Creek, WA 98012

## **Section 29. Miscellaneous Provisions**

29.1. Integration. This Contract contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Contract shall control.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR:**

**CITY:**

McCLURE AND SONS, INC.

CITY OF WILSONVILLE

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

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

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

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

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

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

Employer I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

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

# EXHIBIT A

Memorial Park Lift Station

Project #2065

## BID SCHEDULE

Item No.	Description	Qty	Unit	Unit Price	Total Price
1	Mobilization, Bonds, Insurance and Demobilization	1	LS	\$ 185,000	\$ 185,000
2	Lift Station, Complete	1	LS	\$ 2,557,194	\$ 2,557,194
3	Landscaping and Irrigation, Complete	1	LS	\$ 70,000	\$ 70,000
4	Erosion and Sedimentation Control	1	LS	\$ 12,500	\$ 12,500
5	Trench Foundation Stabilization for Unsuitable Foundation Conditions	120	CY	\$ 88	\$ 10,560
6	Deep Dewatering Wells	4	EA	\$ 13,300	\$ 53,200
7	Well Points for Pipeline Installation	160	CY	\$ 560	\$ 89,600
8	Monitoring Well Installation	3	EA	\$ 5,250	\$ 15,750
9	Dewatering System Mobilization/Demobilization	2	LS	\$ 14,000	\$ 28,000
10	General Dewatering	1	LS	\$ 250,000	\$ 250,000
11	Rock Excavation	50	CY	\$ 285-	\$ 14,250
12	Combination Air Release Valve	1	LS	\$ 26,000	\$ 26,000
13	12-Inch Diameter, DI Force Main Pipe	700	LF	\$ 142-	\$ 99,400
14	12-Inch Diameter DI Force Main Fittings	909	LB	\$ 15-	\$ 13,635
15	12-Inch Buried Gate Valve	1	EA	\$ 4,750	\$ 4,750
16	20-Inch Diameter C905, Restrained Gravity Sewer	413	LF	\$ 162-	\$ 66,906
17	24-Inch Diameter C905, Restrained Gravity Sewer	339	LF	\$ 198-	\$ 67,122
18	48-Inch Manholes, Complete	5	EA	\$ 4,200	\$ 21,000
19	72-Inch Manhole, Complete	1	EA	\$ 12,000	\$ 12,000
20	Fiber Vaults	10	EA	\$ 1,600	\$ 16,000
21	Fiber Optic Conduit Installed via Horizontal Directional Drilling	1090	LF	\$ 45-	\$ 49,050
22	Fiber Optic Conduit Installed via Open Trench	1140	LF	\$ 25-	\$ 28,500
23	6-Inch Diameter, DI Water Main Pipe	550	LF	\$ 75-	\$ 41,250
24	6-Inch Diameter, DI Water Main Fittings	450	LB	\$ 15-	\$ 6,750
25	1-Inch Copper Service Line and Meter	2	EA	\$ 3,500	\$ 7,000
26	Fire Hydrant Assembly, Complete	1	EA	\$ 8,500	\$ 8,500
27	10-Inch Diameter, PVC Storm Drain Pipe & Fittings	260	LF	\$ 60-	\$ 15,600
28	Storm Drain Catch Basins	4	EA	\$ 1,500	\$ 6,000
29	Saw Cutting Existing Surfacing	90	LF	\$ 7-	\$ 630
30	Removal and Excavation of Existing Surfacing	2000	SY	\$ 22-	\$ 44,000
31	HMAC Pavement Restoration, 4-Inch Depth	2000	SY	\$ 25-	\$ 50,000
32	Permanent Pavement Striping, Crosswalks	60	LF	\$ 15-	\$ 900

Total Amount Bid (Figures) 3,871,047

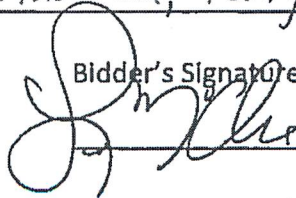
Total Bid Written in Words:

Three million Eight hundred Seventy one thousand, Forty Seven Dollars AND Cents

Company Name

McClure and Sons, Inc.

Bidder's Signature





## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> March 16, 2020		<b>Subject: Resolution No. 2782</b> Council Support of Metro Planning and Development Grant for Frog Pond East and South Master Planning	
		<b>Staff Member:</b> Daniel Pauly, AICP, Planning Manager	
		<b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council adopt Resolution No. 2782.			
<b>Recommended Language for Motion:</b> I move to approve Resolution No. 2782.			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities: Safe, Livable, and Engaged Community; Thoughtful, Inclusive Built Environment	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond Area Plan	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

A Resolution supporting a Planning and Development Grant application to Metro to fund consultant related costs for master planning the Frog Pond East and South neighborhoods.

## **EXECUTIVE SUMMARY:**

As stated by Metro, the Planning and Development grant program intends to “help remove barriers to private investment in development, promote planning activity that makes land ready for development, and helps to implement the Portland region’s long term plan for livability.” Grant funds come from a regional excise tax on construction permits, and are now awarded annually. This year, one category of Metro’s Planning and Development Grants makes funds available for comprehensive planning efforts for areas added to the Urban Growth Boundary (UGB) in 2018, which includes Wilsonville’s Frog Pond East and South neighborhoods.

Metro’s 2018 UGB decision included a Condition of Approval on Land Added to the UGB requiring each City to complete master planning and comprehensive plan updates by the end of 2022. Thus, the City of Wilsonville needs to move forward with the master planning for the Frog Pond East and South neighborhoods beginning in 2021 in order to meet this obligation. This Metro grant cycle will allow the project to begin in time to meet the deadline. In addition, this is the last grant cycle City staff anticipates this category of grant funds to be available. Future funding for comprehensive planning for areas added to the UGB is expected to be allocated as part of future UGB decisions. Two (Beaverton and King City) of the four areas added to the UGB in 2018 already received a Planning and Development Grant during last year’s grant cycle for their required planning efforts, leaving Hillsboro and Wilsonville for this round.

City staff are preparing a grant proposal requesting \$351,000 in grant funds. The grant funds will cover consultant costs and related expenses, but the City is required to cover the cost of city staff working on the project. Other Wilsonville projects, which have received funds from the Metro Planning and Development Grants program, include the Frog Pond Area Plan, Frog Pond West Master Plan, and Wilsonville Town Center Plan.

As the amount of the potential grant awards could be substantial, Metro wants to ensure requesting cities are committed to providing adequate city staff and resources to successfully manage and complete the funded master planning. The grant application requires City Councils indicate this commitment by resolution. Resolution No. 2782 satisfies this requirement for the City of Wilsonville’s grant application for master planning the Frog Pond East and South neighborhoods.

## **EXPECTED RESULTS:**

Council support of a request for funds to help master plan Frog Pond East and South, which was added to the Urban Growth Boundary by Metro in 2018.

## **TIMELINE:**

City staff will submit the grant in early April. Metro will announce grant awards in May. The City expects grant funds to become available by September, which will allow City staff to get a consultant team on board to begin master planning work in 2021 continuing through the fall of 2022, meeting the City’s obligation with Metro’s Conditions of Approval for the UGB decision.

## **CURRENT YEAR BUDGET IMPACTS:**

Staff is utilizing approved funds for Frog Pond (CIP #3001) to cover the cost of preparing the grant application. Project expenditures and grant reimbursement will occur in future budget years.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 3/9/2020

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 3/11/2020

We have not seen the actual grant agreement yet and it will be important to review terms and requirements before signing.

**COMMUNITY INVOLVEMENT PROCESS:**

The proposed project includes a community involvement plan using a variety of methods to reach a diverse cross-section of people in the community. Obtaining the subject grant will enable additional community involvement during master planning.

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

The grant funds will allow completion of the required master planning while minimizing the financial impact to the City. The funded master planning will lay the policy foundation enabling development to occur in the Frog Pond East and South neighborhoods.

**ALTERNATIVES:**

A condition of the 2018 UGB addition requires the City to complete master planning by the end of 2022. Not applying for the grant would require the City to provide or seek alternative funding to complete the required master planning.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Metro 2040 Planning and Development Grants Application Handbook, Cycle 8, January 2020 (excerpts)
2. Resolution No. 2782



# **2040 Planning and Development Grants Application Handbook**



**Cycle 8 | January 2020**

# Program overview and eligibility

## HISTORY, PURPOSE AND GOALS

Metro's 2040 Planning and Development Grants program supports a range of local planning projects and activities. The grants help remove barriers to private investment in development, promote planning activity that makes land ready for development, and help to implement the Portland region's long term plan for livability, outlined in the 2040 Growth Concept. Since 2006, Metro has awarded over \$24 million to fund more than 100 projects across the region.

Grant funds are generated from a regional excise tax on construction permits issued within the Metro service district. The tax is assessed at 0.12 percent of the total value of the improvements for which a permit is sought. Permits valued below \$100,000 and those issued to 501(c)(3) nonprofits for affordable housing projects are exempt from the tax. Permits for construction valued at more than \$10 million are assessed a flat fee of \$12,000.

## FUNDING AVAILABILITY AND INVESTMENT CATEGORIES

2040 Planning and Development Grants support planning and pre-development activities that remove barriers to development, are necessary to make land ready for development and help enable existing developed sites to be ready for redevelopment. Eligible planning projects include the activities required for the physical, economic and community development of a specific geographic area. Beginning with the 2020 grant cycle, Metro intends to award approximately \$2 million in grant funds annually. Grants will be awarded in three different investment categories:

**New urban area planning.** Up to \$500,000 will be available each year for concept planning future development of new urban areas on land currently designated as Urban Reserves. Concept planning grants facilitate the future development of complete communities that comply with Title 11 of the Urban Growth Management Functional Plan. Grants for Comprehensive Planning for new urban areas will now only be awarded every six years in conjunction with the Metro Council's Urban Growth Management Review process. Limited funds are available this cycle for 2018 UGB expansion areas.

**Equitable development.** Approximately \$1.25 million will be available each year for Equitable Development Grants. Equitable development grant projects will spur implementation of the communities envisioned by the 2040 growth concept while advancing specific equity-focused projects, programs or strategies that improve opportunities and quality of life for people of color and historically marginalized communities.

**Community engagement.** Approximately \$250,000 will be available each year to support community engagement grants to help local governments expand access to opportunities, influence and decision-making in public planning processes throughout the region. These grants will help ensure that the diverse perspectives are represented in local and regional planning decisions by tapping the skills and experience of local organizations or individual community liaisons to help governments more effectively connect with historically marginalized communities.



	Grant Purpose	Eligible Grant Expenses*	Grant Awards
<b>Concept Planning</b>	Projects develop a concept plan that is compliant with Functional Plan Title 11. Projects may include planning for a range of land uses, necessary infrastructure services and associated cost estimates, and proposed methods to finance the systems and services. Projects must include a robust community engagement strategy demonstrating best practices for advancing racial equity and involving historically marginalized communities in the planning process.	Grants cover consultant work and direct project expenses. Funds may be utilized to fund the work of a community organization or an individual community liaison to facilitate outreach/ engagement. Governments must fund public agency staff time for the project.	Grant requests up to \$250,000 typical, unless council approves larger grant due to size or complexity of area to be planned.  Metro intends to award 1-2 Concept Planning grants annually.
<b>Equitable Development</b>	Significant, multi-year projects to spur implementation of the communities envisioned by the 2040 Growth Concept while advancing specific equity-focused projects, programs or strategies that improve opportunities and quality of life for people of color and historically marginalized communities. <ul style="list-style-type: none"> <li>➤ Projects may be site-specific development or redevelopment projects, facilities, or temporary uses located in a Regional Center, Town Center or neighborhood center, main street, corridor, station area or employment area.</li> <li>➤ Projects may be area-specific community development plans, funding tools, and economic development strategies that help local cities and counties and their partners build more equitable communities and create pathways to prosperity.</li> </ul>	Grants cover technical consultant work and direct project expenses for project planning, program development, program implementation and community engagement. Grant funds may support staff time for the community partner(s) involvement in the project. Governments must fund public agency staff time for the project as required match. Funds may not be used for property acquisition or capital projects. Governments must fund public agency staff time for the project.	Grant requests between \$250,000-750,000 will be considered.  Metro intends to award 2-4 Equitable Development grants annually.
<b>Community Engagement</b>	Grants to help city and county governments meaningfully involve diverse community members (particularly communities of color and historically marginalized populations) in planning and development decisions that help to implement the 2040 Growth Concept. Grant funds support collaboration with community-based organizations around a particular process or issue, or temporarily hiring a community member to serve as a liaison and provide input into the engagement plan, technical work, and public decision-making processes. Projects expand access to opportunities, influence and decision-making in public planning processes throughout the region. Projects also assist local governments to establish collaborative partnerships with a broad range community-based organizations.	Grant funds may support the involvement of CBOs in a consulting role for public planning processes. Grant funds may also cover a stipend to compensate a community liaison to assist with an issue, project or body of work on a short-term basis. Liaisons must be people of color or represent a historically marginalized community. Direct expenses for engagement are also eligible uses of grant funds. Governments must fund public agency staff time for the project as well as the work of any technical consultants.	Grant requests between \$50,000-100,000 will be considered.  Metro intends to award 3-4 Community Engagement grants annually.
	<i>*Refer to <b>Specific Requirements and Review Process</b> sections of handbook for complete eligibility rules of each grant</i>		

## ELIGIBLE GRANT EXPENSES

Local governments are required to provide all staff time and overhead as may be needed to successfully implement the grant project and deliver the project outcomes. Additional financial contributions by the applicant or partners are not required, but do help to demonstrate local support for projects.

Staff time for community-based organizations, individuals serving as community liaisons, or other non-profit partners consulting on grant projects may be reimbursed with grant funds. Individuals should be aware that receipt of grant funds in form of a stipend will be considered taxable income that will be reported to the IRS. Direct costs for community engagement such as materials, printing and translation services and meeting expenses are also eligible grant costs. Concept Planning grants and Equitable Development grants may also cover costs associated with technical planning and/or pre-development work by consultants.

Funds from 2040 Planning and Development Grants cannot be used as support for general planning budgets, to cover certain costs of capital projects such as land acquisitions, development implementation or construction, or for the ongoing operation of organizations. Costs associated with planning or development activities which are contracted for or conducted prior to the execution of a grant agreement are not eligible for reimbursement with grant funds.

## CONCEPT PLANNING GRANTS: SPECIFIC REQUIREMENTS AND REVIEW PROCESS

**General requirements.** Concept planning facilitates the future development of complete communities and supports work by cities and counties to comply with Title 11 of the Urban Growth Management Functional Plan. This type of grant is intended solely for concept planning in urban reserve areas. Proposals will specifically address how they will seek to comply with Title 11. Award of a Concept Planning Grant does not indicate a commitment by Metro to add the urban reserve area to the UGB in the next growth management decision. Projects must develop a concept plan that is compliant with Functional Plan Title 11. Projects may include planning for a range of land uses, necessary infrastructure services and associated cost estimates, and proposed methods to finance the systems and services. Projects must include a robust community engagement strategy demonstrating best practices for advancing racial equity and involving historically marginalized communities in the planning process.

**Eligible Applicants.** Cities and counties that have urban reserves within their planning area are allowed to submit one concept planning application per grant cycle.

**Applicant Commitments and Grantee Contributions.** Applications should reflect commitment by the applicant and key project partners to participate in the planning effort. All grant requests must include a resolution of support by the governing body that explicitly confirms the availability of adequate staff resources to successfully implement the proposed project. The resolution will also outline any additional financial contributions the applicant and project partners have committed to the project.

**Eligible Expenses.** Consultant costs and other direct project expenses are eligible for reimbursement with grant funds. The city or county must fully fund staff resources for the project. Grant funds may be utilized to support involvement of a community-based organization or a community liaison to facilitate engagement of historically marginalized communities in the planning process.

**Evaluation criteria.** Proposed projects must meet the requirements of Metro Code Section 3.07.1110 while considering activities to achieve a range of housing types, tenure and prices and employment opportunities, served by a well-connected multi-modal transportation system, parks and recreation opportunities. Projects should help realize community plans and goals and may maximize existing community assets such as parks, natural features or nearby employment areas. Projects will also be evaluated upon the extent to which they utilize best practices for public involvement, including strategies for meaningfully engaging neighbors, businesses, property owners, key stakeholders and historically marginalized communities, including people with lower incomes and communities of color.

**Staff review.** Metro staff will review all final applications received by the deadline to ensure that applicants and projects meet all criteria for program eligibility. Applications not submitted and fully complete by the application deadline will not be evaluated. Applications for Concept Planning Grants will be reviewed by Metro Planning and Development Staff, who assess the strengths and weaknesses of each application and will make a funding recommendation to the Metro COO.

**Metro Chief Operating Officer (COO) recommendation.** The Metro COO will review the staff recommendation, and will submit his or her final funding recommendation to the Metro Council.

**Metro Council review and approval.** Following receipt of the Metro COO's recommendation, the Metro Council will review the recommendation and funding requests. The Metro Council will decide, in a public hearing, whether or not to approve funding of any grants, and the amount of each grant.

## **EQUITABLE DEVELOPMENT GRANTS: SPECIFIC REQUIREMENTS AND REVIEW PROCESS**

**General requirements.** Equitable Development Grants are significant, multi-year grants that fund pre-development work, community plans, projects or strategies that implement the 2040 Growth Concept and create more equitable communities. Projects will spur implementation of the communities envisioned by the 2040 Growth Concept while advancing specific equity-focused projects, programs or strategies that improve opportunities and quality of life for people of color and historically marginalized communities. Projects may be site-specific development or redevelopment projects, facilities, or temporary uses located in a regional center, town center or neighborhood center, main street, corridor, station area or employment area. Please note that housing projects that will be seeking Metro Affordable Housing Bond funding are **not** eligible to receive 2040 Planning and Development Grant funds for pre-development planning. Eligible projects may include area-specific community development plans, creation of funding tools, or economic development strategies that help local cities and counties and their partners build more equitable communities and create pathways to prosperity. Applications must demonstrate how historically marginalized communities and people of color will be meaningfully engaged in the work and how they will specifically benefit from implementation of the project.

**Eligible Applicants.** Project teams must include at least one city or county partner and at least one community partner. Community partners may be non-profit or private organizations or individual property owners. Other local governments, as defined in ORS 174.116, may also apply for grants, provided that they are partnered with a city or county government and at least one community partner. Most local governments may submit only one Equitable Development grant request per cycle; however,

## 2040 Planning and Development Grant Application | Concept Planning

### Project:

### Grant funds requested:

Please respond to the following questions using 11 point black text and a standard font. Your total response (including the questions and headings as formatted below) must be limited to 6 pages. Be thorough but succinct; it is not necessary to use all of the space allowed. You may use text styles, bullet lists, or other formatting as needed to improve the clarity of your responses. Demographic information provided under question #2 must also be included in the short questions section in ZoomGrants. Refer to the application handbook for more detailed instructions regarding additional required attachments.

### Project purpose and need

1. Describe the geographic area to be concept planned and the housing or employment land need that the concept plan area is intended to fulfill. Correlate the housing or employment need to your documented future growth needs and how the plan will meet the long-term vision for the city. Describe how urbanization of the reserve area relates to any specific community plans and goals and maximizes existing community assets. Explain the desired timeline for an urban growth boundary expansion.

### Proposed scope of work

2. Provide a bulleted list outline of the major project elements and deliverables needed to meet the requirements of Metro Code Section 3.07.1110 Planning for Areas Designated Urban Reserve. Briefly describe the scope for each phase, key deliverables and general timeframe to complete the project.

### Project Manager

3. Describe the skills and experience of the lead staff person who will manage all aspects of the grant project and oversee the project team's collaboration and consultant work.

### Project partners and roles

4. Clearly describe the roles and responsibilities of each of the key project partners. Describe the level of commitment from service providers to meet the goals of the project.

### Community engagement

5. Describe how the community engagement strategy will utilize best practices to meaningfully engage neighbors, property owners, key stakeholders and historically marginalized communities. Specifically describe your approach for advancing racial equity and involving communities of color in the planning process. Provide examples the city has used or is currently using to meaningfully involve diverse community members in planning processes.

### Proposed project budget

6. Use the budget table template provided to show the estimated project costs by major phase or element. The budget table should reflect the bulleted outline provided in #2. Indicate estimated cost for consultant work as well as other direct project expenses. In the space below, describe the methodology used for estimating project costs, and identify any additional funds (if any) that have been pledged by project partners or other sources.

## **RESOLUTION NO. 2782**

### **A RESOLUTION OF THE CITY OF WILSONVILLE SUPPORTING A 2040 PLANNING AND DEVELOPMENT GRANT APPLICATION TO METRO FOR FROG POND EAST AND SOUTH MASTER PLANNING AND RELATED WORK.**

WHEREAS, on December 13, 2018 the Metro Council adopted Ordinance 18-1427 amending the Urban Growth Boundary “the UGB decision” to include the “Advance Road Expansion Area”; and

WHEREAS, the Advance Road Expansion Area is identified as “Frog Pond East and South” in the Frog Pond Area Plan; and

WHEREAS, the Frog Pond Area Plan was adopted by the City in 2015 to provide one cohesive plan to guide growth in an area already in the UGB known as Frog Pond West, as well as the subject Frog Pond East and South area; and

WHEREAS, the City adopted a master plan for Frog Pond West in 2017 and development has commenced; and

WHEREAS, a similar master plan is now needed for Frog Pond East and South to further lay the foundation for development of well-designed, walkable and connected neighborhoods; and

WHEREAS, Condition of Approval A.1. of the UGB decision requires the City adopt a master plan and comprehensive planning amendments for Frog Pond East and South within 4 years of the UGB decision; and

WHEREAS, Metro’s Cycle 8 of the 2040 Planning and Development Grants specifically makes grant funds available for planning of UGB expansion areas, which includes Frog Pond East and South; and

WHEREAS, the City determines it prudent to seek available Metro funds to support City efforts to master plan Frog Pond East and South; and

WHEREAS, the City will submit an application for the grant on or before the deadline of April 2, 2020; and

WHEREAS, the grant requests \$351,000 to fund consultant services and other eligible expenses of the master planning and related work; and

WHEREAS, the City will make available and fund adequate City staff and resources for the master planning effort and related work; and

WHEREAS, a requirement of the grant is to have a resolution of support of the grant application and this resolution serves that purpose for the City's grant application.

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

1. Support for the 2040 Planning and Development Grant application to Metro for Frog Pond East and South master planning and related work.
2. Commitment of adequate City staff and resources to Frog Pond East and South master planning and related work.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 16<sup>th</sup> day of March 2020, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

**SUMMARY OF VOTES:**

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> March 16, 2020		<b>Subject: Resolution No. 2801</b> Authorizing the use of a Construction Manager/General Contractor (CMGC) Alternative Contracting Method for the Water Treatment Plant Expansion Project (Capital Improvement Project #1144).  <b>Staff Member:</b> Mike Nacrelli, PE, Civil Engineer  <b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: March 16, 2020 <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council adopt Resolution No. 2801.			
<b>Recommended Language for Motion:</b> I move to approve Resolution No. 2801.			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand and Maintain High Quality Infrastructure	<input checked="" type="checkbox"/> Adopted Master Plan(s): Willamette River Water Treatment Plant Master Plan Update 2017	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution authorizing the use of the Construction Manager/General Contractor (CMGC) procurement and contracting method in accordance with ORS 279C.330 and ORS 279C.335 for the Water Treatment Plant Expansion Project.

## **EXECUTIVE SUMMARY:**

The Wilsonville Water Treatment Plant (WTP) is scheduled for expansion from 15 Million Gallons per Day (MGD) to 20 MGD design capacity necessary to meet projected demand as both Wilsonville and the City of Sherwood continue to grow. Construction to expand the capacity of the WTP must occur while the plant continues to operate, providing uninterrupted, clean drinking water and fire protection to the residents and businesses of Wilsonville and Sherwood.

To meet this operational challenge, it is essential that the City staff, design team, and contractor have experience, are able to collaborate, and be innovative in their approach to planning and constructing the needed expansion which are characteristics not necessarily achieved with the standard design, low-bid, build style of contracting. For these reasons, an alternative contracting method is recommended for this Project, referred to as Construction Manager / General Contractor (CMGC).

Under the CMGC procurement method, the City would select an engineering design team based on qualified proposals similar to a typical design project with the addition the design team be experienced with CMGC contracting. At 30% design, the City, with the aid of the design team, would select a general contractor on a qualifications basis to join the design team and collaborate throughout the design process. Prior to final project design, the Contractor will provide the City with a Guaranteed Maximum Price (GMP) to construct the project. The City can agree to the GMP or decide to competitively bid the project, if the GMP is not acceptable.

The CMGC procurement is advantageous to this Project because it allows the City to select a contractor based on qualifications, ensuring a collaborative working relationship with the design team and demonstration of specific experience in the successful completion of similarly complex projects.

CMGC also allows the contractor to be involved early in the design process, providing an opportunity for identification of cost and schedule savings, identification of solutions that best address the complexities of the project (i.e. constructing extensive capacity improvements while keeping the WTP fully operational) and helping to identify project risks and develop plans to help mitigate those risks. In addition, CMGC allows for the opportunity to utilize the contractor's expertise to tailor the scheduling and phasing of construction to best meet the needs of stakeholders and the public.

Under ORS 279C.335(2), the Local Contract Review Board may provide an exemption from competitive bidding requirements, as long as the alternative contracting process is unlikely to encourage favoritism or diminish competition and that it will likely result in substantial cost savings and other substantial benefits to the agency. Detailed findings for the exemption from competitive bidding is provided in **Exhibit A** to the Resolution.

CMGC procurement is a common method of contracting on large, complex projects such as the WTP expansion, where contractor expertise and coordination is needed during design.



**EXPECTED RESULTS:**

The expanded WTP will provide sufficient capacity to accommodate growth in the City of Wilsonville for the next 10 years, facilities will be more seismically resilient, and outdated equipment will be replaced. Using a CMGC contracting method will facilitate better coordination between the design engineer, construction contractor, and operations staff to identify and address operational concerns and constraints early in the design process. This improved coordination will yield cost savings by minimizing change orders during construction and by optimizing construction sequencing through enhanced collaboration with all parties involved in completion of the project.

**TIMELINE:**

A request for proposals (RFP) for engineering services will be issued in March 2020 and a consultant selected in April 2020. Design is anticipated to be 30% complete by the end of 2020, at which point a CMGC procurement will be solicited. Design would likely be completed by the end of 2021, with construction completed in 2022 or 2023.

**CURRENT YEAR BUDGET IMPACTS:**

Authorization of CMGC procurement and contracting method does not impact the current year budget. The FY 19/20 budget includes \$3,990,672 for design of the Water Treatment Plant 20 MGD Expansion project (CIP's 1137, 1144, 1145, & 1146) funded through a combination of water utility fees, water system development charges and contributions from the City of Sherwood.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 3/9/2020

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 3/11/2020

**COMMUNITY INVOLVEMENT PROCESS:**

Notice of Public Hearing was published in the Daily Journal of Commerce and findings were made available to the public on March 2, 2020.

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

Using a CMGC contracting method will allow the City to provide needed capacity expansion at the WTP to accommodate planned development, while utilizing contractor expertise during design to minimize impacts on WTP operations.

**ALTERNATIVES:**

A traditional design-bid-build contracting method could be utilized, but the timeline for construction would be longer and the potential risk of disrupting WTP operations during construction would be increased.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2801
  - A. Findings for an Exemption from Competitive Bidding – WTP Expansion (CIP 1144)

**RESOLUTION NO. 2801**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE USE OF A CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CMGC) ALTERNATIVE CONTRACTING METHOD FOR THE WATER TREATMENT PLANT (WTP) EXPANSION PROJECT (CAPITAL IMPROVEMENT PROJECT #1144).**

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #1144 for the Water Treatment Plant expansion, known as WTP Expansion Project (the Project); and

WHEREAS, the City has made findings (Exhibit A) supporting the use of CMGC contracting to complete the Project; and

WHEREAS, the City has advertised a Public Notice on March 2, 2020 in the Daily Journal of Commerce announcing its intention to utilize a CMGC contracting method for completion of the Project ;and

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

1. The attached findings submitted to the Wilsonville City Council justifying an exemption from competitive bidding in completion of the Project are adopted.
2. The Wilsonville City Council acting as the Local Contract Review Board authorizes the use of CMGC contracting to complete the Project.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 16<sup>th</sup> day of March 2020, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

**SUMMARY OF VOTES:**

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

**EXHIBIT:**

- A. Findings for an Exemption from Competitive Bidding – WTP Expansion (CIP 1144)

# EXHIBIT A

## Findings for an Exemption from Competitive Bidding

### Water Treatment Plant (WTP) Expansion (CIP 1144), City of Wilsonville

#### **General**

Oregon Revised Statute (ORS) 279C.300 requires competitive bidding of public improvement contracts unless specifically excepted or exempted as provided under 279C.335. ORS 279C.335(2), provides that this local contract review board may exempt certain public improvement contracts, or classes of contracts, from traditional competitive bidding by showing that an alternative contracting process is unlikely to encourage favoritism or diminish competition, but will likely result in substantial cost savings and other substantial benefits to the contracting agency and/or the public.

For the reasons set forth more fully below, it is recommended that a Construction Manager/General Contractor (CMGC) team be selected by utilizing the competitive proposal process, in accordance with ORS 279C.400, for the contract to build the WTP Expansion Project. The CMGC proposal process is advantageous for this Project for the following reasons:

- It allows for the contractor to be involved early in the design process, providing an opportunity for contractor's identification of cost and schedule savings, identification of solutions that best address the complexities of the Project (i.e. constructing extensive capacity improvements while keeping the WTP fully operational), early identification of project risks and develop plans to help mitigate those risks.
- It allows for the opportunity to utilize the contractor's expertise to tailor the scheduling and phasing of construction to best meet the needs of stakeholders and the public.
- It allows City of Wilsonville (City) to select a contractor with the specific experience in successfully completing similarly complex projects.

In accordance with ORS 279C.330, ORS 279C.335, and Resolution No. 2801 of the Wilsonville City Council in its capacity as the Local Contract Review Board, the following are findings which justify an exemption from the competitive bidding requirement.

#### **Background**

The City of Wilsonville – Willamette River Water Treatment Plant Master Plan Update 2017 (MP) identified capital improvements needed to expand the capacity of the water treatment plant (WTP) from 15 million gallons per day (MGD) to 20 MGD. These improvements consist primarily of electrical and pumping system upgrades. The MP also identified necessary life safety, seismic retrofit, and asset repair and replacement (R&R) projects. These improvements will be combined into one project for the sake of efficiency. When completed, the project will provide sufficient capacity to accommodate growth in the City for the next 10 years, improve seismic resilience, and replace outdated equipment that is no longer supported by vendors.

## **Findings**

Pursuant to ORS 279C.335(2), the following Findings justify an exemption from ORS 279C.335(1) and OAR 137-049-0130.

**1. *The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts. (ORS 279C.335(2)(a))***

The CMGC will be selected through a competitive proposal process. No reduction of competition is expected since the proposed process is open to the same contractors that could have participated in the traditional design-bid-build process. There are multiple contractors both locally and across the state with the ability to compete for this contract. Uniform evaluation criteria will be used in the selection of contractors.

Favoritism will not play a role in the selection of the CMGC. Selection will be conducted through an open and advertised request for qualification (RFQ) process. All qualified firms will be invited to submit qualifications. The City will publish a legal notice in the Daily Journal of Commerce in order to provide Project information to all interested entities. Proposers will be evaluated based on clearly stated criteria. A team will perform the evaluation in an effort to minimize the effects of any individual bias. All qualified firms will be able to participate in an open, competitive selection process.

**2. *Substantial cost savings and other benefits (ORS 279C.335(2)(A-N)).***

Using a CMGC contracting method is expected to result in substantial cost savings and other substantial benefits as identified in ORS 279C.335(2)(b).

**A) How many persons are available to bid;**

A publicly-advertised competitive proposal process will be utilized to select the CMGC. The use of this contracting method does not prevent any contractor that otherwise would have proposed had the City procured the project using the traditional design-bid-build method. Thus, all qualified contractors are able to compete for selection for the project.

Staff understands that the Willamette Water Supply Program recently opted to utilize a CMGC approach for construction of the new Water Treatment Plant and associated transmission lines. Five qualified contractors submitted proposals in response to the solicitation for CMGC services for the first phase of WTP construction. A similar level of interest from qualified contractors is anticipated for the City of Wilsonville WTP Expansion Project.

**B) The construction budget and projected operating costs for the completed public improvement;**

The construction budget and operating costs will not be adjusted due to the alternate procurement method. There are however, many less tangible, cost savings that are likely to be realized by using the CMGC method. Some of these less-tangible savings include a project team that works more cohesively, resulting in shorter design and construction timelines. Early

involvement of a contractor through a CMGC contract should result in reduced change orders, disputes and claims during construction and will provide for the opportunity to identify value engineering and construction sequencing ideas commensurate with the contractor's means and methods that can result in construction and operations cost savings. The contractor's involvement during design also reduces the number of unknowns discovered during construction due to the contractor's familiarity with existing conditions and design details.

**C) Public benefits that may result from granting the exemption;**

One of the main advantages to the public of the CMGC contracting method is the impact on the Project's schedule. Once design is complete, the City and the CMGC need to negotiate a Guaranteed Maximum Price (GMP) for the Project, but the construction bid phase in the traditional procurement approach is eliminated, enabling the City to move quickly from design to construction. Once the CMGC team has an approved design and GMP, construction of the project and/or procurement of long-lead time equipment can begin. Schedule savings can also result in a reduction of contractor general conditions costs, as well as benefit the City in having infrastructure available for use earlier and a less protracted disruption to the plant.

Other substantial benefits to the public include the City's ability to select a team based on their qualifications as they relate to the particular challenges of this Project. Construction on an existing WTP has the potential to cause significant disruptions to ongoing WTP operations, if not managed exceptionally well. Selection of an experienced, cooperative, and solutions-oriented CMGC with the demonstrated ability to coordinate and execute construction of these projects in a safe, proficient, and expedient manner will greatly benefit the public.

**D) Whether value engineering techniques may decrease the cost of the public improvement;**

The CMGC contracting method gives the contractor an increased opportunity to engage in value engineering, which increases the likelihood of cost savings to the City. The CMGC contracting method brings the contractor on board early in the design process and allows the contractor to voice comments and concerns with the design. This allows the designer to more fully understand constructability and sequencing issues early on.

In contrast, the traditional method of contracting only allows for the contractor to see the contract documents once they are issued, at the construction bidding phase. At this point, not only is there is little incentive for the contractor to engage in value engineering efforts, but the design has already progressed past the point of incorporating many of the suggestions that the contractor would have offered.

In addition to potential direct cost savings to the public, indirect cost savings may be realized through a reduced duration of impact to the public through efficient operations and construction phasing tailored for this specific Project.

**E) The cost and availability of specialized expertise that is necessary for the public improvement;**

The CMGC contracting method is not expected to increase the cost, or decrease the availability, of specialized expertise necessary for the public improvement. Design availability and cost of design services are not anticipated to be impacted since the method for contracting these services is not significantly different from those found in the traditional design-bid-build contracting method. Construction availability and cost are also not anticipated to be impacted because a competitive process is required for all subcontracted work, unless otherwise justified by the General Conditions. This results in costs and availability comparable to those found in the traditional design-bid-build contracting method. Additionally, this Project is anticipated to garner significant interest from many firms throughout the region, resulting in a competitive environment similar to the traditional contracting method.

**F) Any likely increases in public safety;**

No adverse effects to public safety are anticipated as a result of pursuing the CMGC contracting method. The contractor will be following the same construction standards, City standards and will be using the same best practices as with the traditional contracting method.

The CMGC procurement method allows historical safety performance on similar projects to be considered as a selection criteria. It also permits the City to work closely with the contractor to ensure that the design and work sequences include appropriate safety measures, that the contractor understands the City's safety concerns and that the contractor will take appropriate steps to address them.

The CMGC method promotes better collaboration with the contractor during design resulting in increased public and City staff safety through increased vetting of construction means and methods.

**G) Whether granting the exemption may reduce risks to the contracting agency, the state agency or the public that are related to the public improvement;**

The CMGC contracting method differs from the traditional design-bid-build method in that the contractor is involved in the design process, typically very early. The contractor's involvement in design allows the contractor to better understand the design details, existing conditions and construction sequencing requirements; this knowledge reduces the risk of change orders, claims and the exceedance of the project schedule. In addition, the contractor can participate in risk workshops, utilizing their experience to identify potential risks which can be evaluated for severity and probability and in which design efforts may reduce the potential impacts or, in some cases, eliminate the risk altogether.

Once the design for the project has reached a pre-determined milestone, a GMP is then provided to the City. This GMP is the price that the CMGC team will complete the construction of the project. This method of obtaining construction costs is anticipated to minimize the number of change orders on a project and as a result minimize cost overruns; furthermore, the reduction in project uncertainty with having the contractor involved during design translates into cost savings to the City in the form of reduced contingency.

**H) Whether granting the exemption will affect the sources of funding for the public improvement;**

Funding for the Project will primarily be through a combination of water operations funds, system development charges (SDCs), and City of Sherwood wholesale user fees. These funding sources are not anticipated to pose restrictions to the proposed CMGC contracting method.

**I) Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;**

Using the CMGC method, benefit-cost decisions can be made using real-time construction costs to keep the project within budget. Materials, equipment and sub-trade work can be procured early to eliminate price uncertainty and lessen the impact of price escalation during the construction period. In addition, under CMGC the City has the flexibility of awarding early construction work packages (e.g., demolition work, procurement of long-lead equipment, etc.) prior to design completion of the overall project; furthermore, having the contractor on board during design through the CMGC method provides the City the ability and time to adjust the project budget during design when true pricing is understood, so the project budget reflects the true cost of the design.

The CMGC method provides flexibility to reduce the impact of market conditions, specifically through schedule acceleration. This savings in time lessens the impact of the price increases occurring in the current market conditions. For these reasons, granting an exemption to competitive bidding will better enable the City to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement.

**J) Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement;**

The WTP Expansion Project will be challenging due to the technical complexity and scale of the improvements on a fully operational WTP. This work is complicated and will require ongoing coordination with City staff, Veolia WTP operations staff, the design engineer, and the construction contractor. The CMGC selection process allows the City to consider the proposer's experience and expertise in this type of work, sensitivity to safety, legal, and operational issues, as well as the general qualifications of its project manager, and support team.

**K) Whether the public improvement involves new construction or renovates or remodels an existing structure;**

This reconstruction project renovates existing systems by replacing infrastructure in the form of new equipment, seismic retrofits, and upgraded electrical and pumping systems. Using a CMGC method, the construction contractor is part of the project team early on and is involved in field investigation and design coordination, thereby reducing the risk of discovering unknown conditions while renovating the existing systems.



**L) Whether public improvement will be occupied or unoccupied during construction;**

It will be essential to complete construction without significantly disrupting WTP operations. The CMGC method will allow the contractor to plan project phasing and timing of the improvements and any associated temporary process shutdowns to allow continued production of drinking water for City residents and businesses.

**M) Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions;**

Phasing of the project has not yet been determined and is a primary area of optimization to be gained by utilizing the CMGC method and the resulting contractor/designer/owner teamwork. The utilization of the CMGC contracting method will allow critical path improvements to be identified and phased accordingly to minimize the overall impact to ongoing WTP operations.

**N) Whether the contracting agency or state agency has, or has retained under contract, and will use contracting agency or state agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency or state agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.**

The City will include previous CMGC experience among the qualifications to be evaluated in selecting both the design engineer and the construction contractor.

**3. Additional Findings**

OAR 137-049-0630(3)(b) permits other findings, in addition to those listed above, to be considered with regard to the expected benefits and drawbacks of particular Alternative Contracting Methods. The following discussion of benefits and drawbacks of this contracting method may be a duplication of those found above, but they are the main elements to consider for the CMGC contracting method, so additional dialogue is warranted.

**a) Advantages**

**More cohesive project team.**

With the CMGC contracting method the contractor and designer can work as a team to get the project designed and built. Having a more cohesive project team results in fewer design-related change orders, reduces the number of potential claims created by the project, and provides flexibility to optimize project phasing for the greatest benefit to the public.

**Shortest delivery schedule.**

Not only does this contracting method eliminate the necessity of a construction bid phase, the contractor may also begin the construction of the project prior to the design reaching 100 percent. Both of these factors greatly expedite the completion of the project; furthermore, the CMGC method allows for the project phasing to be optimized by being well matched to the

construction team's specific means, methods and capacities; this will allow for the improvements to be utilized by the public in the shortest amount of time.

**Owner can reject guaranteed maximum price without significant project delays.**

Should a GMP not be agreeable to the owner, an off-ramp is built in to this contracting method. This off-ramp has two options, the first of which is to finish the design to 100 percent and competitively bid the project. The second option is to terminate the first contract and attempt to negotiate with another CMGC.

**b) Drawback to CMGC Process**

There are limited opportunities to make changes to the project's scope once guaranteed maximum price has been established. Costs are high for changes that are made to the Project after the guaranteed maximum price has been established. This is not dissimilar from changes made after a project has been bid for the traditional contracting method, the difference is that the contracting agency has a larger timeframe to establish their initial decisions using the traditional methods.

With the CMGC contracting method, the advantage of having an expedited project delivery is weighed against having an in-depth public outreach process throughout the design phase. While public outreach and public comment may be sought at the beginning of the project, scope alterations after the guaranteed maximum price has been established is not recommended - as noted above.

**Summary**

Using a competitive proposal CMGC contracting method to select a contractor who has experience with these types of projects provides many benefits. The use of this process will not diminish competition or result in favoritism and is expected to result in overall cost savings to the City. Most important, completion of the project in a timely manner reduces impacts to the City and ensures quality, safety, and reliability both during and after construction.



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> March 16, 2020		<b>Subject: Resolution No. 2802</b> Adoption of Building Permit Fees	
		<b>Staff Member:</b> Dan Carlson, Building Official	
		<b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: March 16, 2020 <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> Staff is seeking approval of a building permit fee increase through Council Resolution.	
<b>Staff Recommendation:</b> Staff recommends that Council adopt Resolution No. 2802.			
<b>Recommended Language for Motion:</b> I move to approve Resolution No. 2802.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

Adopting updated permit fees for building permits.

## **EXECUTIVE SUMMARY:**

### Background

Building Department services are supported primarily by building permit and plan review fees. These fees were last increased 14 years ago in 2006. Expenditures have risen since the last fee increase and revenues no longer positively support operations. The last two fiscal years have ended in deficit with expenditures exceeding revenues. The need for a permit fee review was noted in last year's Budget Commission meetings.

At the January 23, 2020 Council work session, staff provided an overview of fee options and fee examples from comparator jurisdictions for Council consideration (Attachment 1). Wilsonville has fallen well below the majority of its comparators, which includes Tualatin, West Linn, Tigard, Sherwood, Oregon City, Milwaukie, Lake Oswego, and Forest Grove. Direction was provided for staff to proceed with a fee adjustment equating to an approximate 30% overall increase, with smaller annual adjustments tied to the Western CPI-U index. In addition, staff were given direction to conduct outreach with stakeholders.

### Discussion

In the course of revising fee schedules staff ensured all proposed fee changes were in alignment with OAR 918-050 which requires all jurisdictions in Oregon to utilize the same consistent fee methodologies. In using consistent fee methods jurisdictions can then set their own fee rates.

Attachment 5 is Resolution 2802, which reflects the revised fee schedule. The fee rates previously discussed with Council were to make the following general adjustments:

- Building Permit Fees – Adjust 8.5%
- Plan Review Fees – Make equal to the Building Permit Fees
- Other Inspection, Plan Review, Plumbing and Mechanical Fees – Adjust approximately 30%

Because of the long duration of not raising fees, staff needed to align some of the fees listed in the previous schedule, with the newer methodologies of OAR 918-050. For example, previously the Wilsonville fee schedule called for a "Partial Permit Fee" of \$250. This is more accurately described as a "Phased Development Fee", and the OAR's have a required methodology for this fee. Additionally, staff worked to simplify fee charts by rounding where it made sense, and shortening previously long lists of fixtures into a few recognized categories.

## **EXPECTED RESULTS:**

Staff anticipates the adoption of the fee adjustments in Resolution 2802 will, based on continued average levels of permit activity; enable the Building Fund to recover costs after a two-year period.

## **TIMELINE:**

Staff is targeting an effective date of July 1, 2020 for the new rate structure. This will allow ample time for outreach to contractors and developers to adjust bids for projects. Annually after the first year, staff anticipates evaluating a cost of living adjustment during the budget adoption cycle, which if approved, would be effective July 1 each year.

**CURRENT YEAR BUDGET IMPACTS:**

There are no budget impacts to the current fiscal year except the fund will continue to experience a revenue gap until the fee adjustment is effective.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 3/9/2020

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 3/11/2020

**COMMUNITY INVOLVEMENT PROCESS:**

Staff conducted outreach and provided required 45-day notice to the State Building Codes Division (BCD). The State BCD in turn has noticed all of their statewide stakeholders (Attachment 2). Staff provided notice (Attachment 3) to approximately 90 local contractors, developers, and interested parties. Staff hosted an open house and reached out directly to the Portland Metro Home Builders Association. Attachment 4 is correspondence from HBA and the School District. While no one voiced support for paying more fees, staff received no comments in opposition, and many comments understanding the need, particularly with a long time since the last increase and the proposal to align with the average fees of our comparators.

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

The community benefits from having a Building Department that is adequately funded to provide the expertise and level of service needed to ensure safe, accessible, and energy efficient structures.

**ALTERNATIVES:**

The only alternatives available are to significantly alter services and reduce staffing to makeup the revenue gap, or to seek other revenue sources.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Building Permit Fee Comparison, January 2020.
2. Business Code Division (BCD) Statewide Notice
3. Wilsonville Stakeholder Notice
4. HBA and School District Correspondence
5. Resolution No. 2802
  1. Exhibit 1 - Building Permit Fee Schedule
  2. Exhibit 2 - Mechanical Permit Fee Schedule
  3. Exhibit 3 - Plumbing Permit Fee Schedule

**BUILDING PERMIT FEE COMPARISON: January 2020**

New Single-Family Dwelling	Forest Grove	Lake Oswego	Milwaukie	Oregon City	Sherwood	Tigard	West Linn	Tualatin	Wilsonville	Proposed	Comparator Average	Comparator High	Comparator Low
\$260,800 Value 2,000 sq. ft. house w/ 500 sq. ft. garage										Building 8.5% PR Fee Equal PLM/MEC/FLS 30%			
Building Permit	1,790.35	1,176.90	1,938.70	1,748.29	1,421.54	1,579.16	2,516.00	1,070.00	1,318.99	1,431.10	1,617.77	2,516.00	1,070.00
Plan Review	1,163.73	764.99	1,454.02	1,136.39	1,208.31	1,026.45	1,635.40	695.50	857.34	1,431.10	1,104.68	1,635.40	695.50
State Surcharge	214.84	141.23	232.64	209.79	170.58	189.50	301.92	128.40	158.28	171.73	194.13	301.92	128.40
Plumbing (3 bath)	386.25	402.50	760.48	1,044.00	438.88	500.32	855.00	375.00	348.80	453.44	567.91	1,044.00	348.80
State Surcharge	46.35	48.30	91.26	125.28	52.79	60.04	102.60	45.00	41.86	54.41	68.16	125.28	41.86
Mechanical	87.20	127.00	138.00	117.00	93.42	197.64	194.00	105.00	75.05	97.57	126.03	197.64	75.05
State Surcharge	10.46	15.24	16.56	14.04	11.21	23.72	23.28	12.60	9.01	11.71	15.12	23.72	9.01
<b>Total</b>	<b>3,699.18</b>	<b>2,676.15</b>	<b>4,631.66</b>	<b>4,394.79</b>	<b>3,396.73</b>	<b>3,576.83</b>	<b>5,628.20</b>	<b>2,431.50</b>	<b>2,809.33</b>	<b>3,651.07</b>	<b>3,693.82</b>	<b>5,628.20</b>	<b>2,431.50</b>
										841.74 difference			
<b>Single-Family Addition</b> \$50,000 Value													
Building Permit	598.80	461.75	661.90	651.99	488.34	729.45	923.00	366.00	456.99	495.83	593.14	923.00	366.00
Plan Review	389.22	300.14	496.43	423.79	415.09	474.14	599.95	237.90	297.04	495.83	403.74	599.95	237.90
State Surcharge	71.86	55.41	79.43	78.24	58.60	87.53	110.76	43.92	54.84	59.50	71.18	110.76	43.92
<b>Total</b>	<b>1,059.88</b>	<b>817.30</b>	<b>1,237.76</b>	<b>1,154.02</b>	<b>962.03</b>	<b>1,291.13</b>	<b>1,633.71</b>	<b>647.82</b>	<b>808.87</b>	<b>1,051.17</b>	<b>1,068.06</b>	<b>1,633.71</b>	<b>647.82</b>
										242.30 difference			
<b>New Multi-Family</b> \$868,880 Value (10-units, 8,000 Sq. Ft.)													
Building Permit	4,748.05	4,439.85	5,465.10	4,685.41	4,105.52	4,123.04	6,771.16	2,894.00	4,024.31	4,366.38	4,584.05	6,771.16	2,894.00
Struct Plan Review	3,086.23	2,885.90	4,098.83	3,045.52	3,489.69	2,679.98	2,679.98	1,881.10	2,615.80	4,366.38	2,940.34	4,366.38	1,881.10
FLS Plan Review	1,899.22	1,775.94	2,732.55	3,045.52	1,642.21	1,649.22	3,047.02	1,302.30	1,609.72	2,092.64	2,078.19	3,047.02	1,302.30
State Surcharge	569.77	532.78	655.81	562.25	492.00	494.76	812.54	347.28	482.92	523.97	550.01	812.54	347.28
Plumbing (1 bath)	1,417.90	2,106.00	3,075.00	3,425.00	1,715.93	2,351.72	2,346.00	1,545.00	1,526.60	1,984.58	2,167.68	3,425.00	1,417.90
State Surcharge	170.15	254.16	369.00	411.00	205.91	282.21	281.52	185.40	183.19	238.15	260.28	411.00	170.15
Mechanical	112.60	377.50	505.00	390.75	517.52	728.71	194.00	769.00	174.65	227.05	418.86	769.00	112.60
State Surcharge	13.51	45.30	60.60	46.89	62.10	87.45	23.28	92.28	20.96	27.25	50.26	92.28	13.51
<b>Total</b>	<b>12,017.43</b>	<b>12,417.43</b>	<b>16,961.89</b>	<b>15,612.34</b>	<b>12,230.88</b>	<b>12,397.08</b>	<b>16,155.50</b>	<b>9,016.36</b>	<b>10,638.15</b>	<b>13,826.37</b>	<b>13,127.34</b>	<b>16,961.89</b>	<b>9,016.36</b>
										3,188.22 difference			
<b>New Commercial Office</b> \$3,639,600 Value (30,000 Sq. Ft. Office)													
Building Permit	18,116.70	9,012.00	21,536.90	26,205.73	16,354.59	16,704.02	26,177.00	11,207.00	15,773.35	17,114.08	17,898.59	26,205.73	9,012.00
Struct Plan Review	11,775.86	5,857.80	16,152.67	17,033.72	13,051.40	10,857.61	17,015.05	7,284.55	10,252.68	17,114.08	12,142.37	17,114.08	5,857.80
FLS Plan Review	7,246.68	3,604.80	10,768.45	17,033.72	6,141.84	6,681.61	11,779.65	5,043.15	6,309.34	8,202.14	8,289.92	17,033.72	3,604.80
State Surcharge	2,174.00	1,081.44	2,584.43	3,144.69	1,842.55	2,004.48	3,141.24	1,344.84	1,892.80	2,053.69	2,134.50	3,144.69	1,081.44
Plumbing (3 bath)	542.20	906.00	1,303.95	2,273.00	589.53	750.50	2,037.00	585.00	587.90	764.27	1,063.90	2,273.00	542.20
State Surcharge	65.07	108.72	156.47	272.76	70.74	90.06	244.44	70.20	70.55	91.71	127.67	272.76	65.07
Mechanical	222.60	792.50	1,355.00	1,073.25	987.02	1,986.21	1,267.23	1,633.00	346.65	450.65	1,073.72	1,986.21	222.60
State Surcharge	26.71	95.10	162.60	128.79	118.44	238.35	152.07	195.96	41.60	54.08	128.85	238.35	26.71
<b>Total</b>	<b>40,169.82</b>	<b>21,458.36</b>	<b>54,020.47</b>	<b>67,165.66</b>	<b>39,156.11</b>	<b>39,312.84</b>	<b>61,813.68</b>	<b>27,363.70</b>	<b>35,274.87</b>	<b>45,844.71</b>	<b>43,158.02</b>	<b>67,165.66</b>	<b>21,458.36</b>
										10,569.84 difference			
<b>Commercial Alteration</b> \$75,000 Value													
Building Permit	753.60	579.50	833.40	805.74	658.44	917.70	1,082.01	475.00	636.75	690.87	749.13	1,082.01	475.00
Struct Plan Review	489.84	376.68	625.05	523.73	559.67	596.51	703.31	308.00	413.89	690.87	510.74	703.31	308.00
FLS Plan Review	301.44	231.80	416.70	523.73	263.38	367.08	486.90	213.75	254.70	331.11	339.94	523.73	213.75
State Surcharge	90.43	69.54	100.01	96.69	79.01	110.12	129.84	57.00	76.41	82.90	89.90	129.84	57.00
<b>Total</b>	<b>1,635.31</b>	<b>1,257.52</b>	<b>1,975.16</b>	<b>1,949.89</b>	<b>1,560.50</b>	<b>1,991.41</b>	<b>2,402.06</b>	<b>1,053.75</b>	<b>1,381.75</b>	<b>1,795.76</b>	<b>1,700.31</b>	<b>2,402.06</b>	<b>1,053.75</b>
										414.01 difference			



# Oregon

Kate Brown, Governor

Department of Consumer and Business Services  
Building Codes Division  
1535 Edgewater Street NW  
P.O. Box 14470  
Salem, OR 97309-0404  
503-378-4133  
Fax: 503-378-2322  
Oregon.gov/bcd

February 4, 2020

**To: INTERESTED PARTIES**

**From: ALANA COX, MANAGER, POLICY AND TECHNICAL SERVICES**

**Subject: CITY OF WILSONVILLE PROPOSED FEE ADOPTION**

The State Building Codes Division (division) has received the enclosed notice of intent to adopt building inspection program fees from the above listed municipality. Pursuant to Oregon Administrative Rule 918-020-0220, municipalities seeking to adopt fees are required to provide the following summary information 45 days prior to the proposed adoptive date.

- A. The affected specialty code or program areas;
- B. A description of the proposed building inspection program fees including the approximate percentage change when applicable;
- C. The proposed effective date;
- D. The date of the last fee increase in the specialty code or program area if applicable;
- E. The anticipated date, time and location of the local municipal hearing scheduled pursuant to Oregon Revised Statute (ORS) 294.160;
- F. The name, phone number and title of a contact person; and
- G. A narrative explaining the purpose of the proposed fee adoption.

The division is required to notify interested parties after receiving a notice of intent to adopt building inspection program fees from a municipality. Enclosed is the information the municipality provided to the division pursuant to the above administrative rule requirements.

If you have concerns about this proposed fee change, you may contact the municipality directly by contacting Dan Carlson, Building Official, at 503-682-4960 or [carlson@ci.wilsonville.or.us](mailto:carlson@ci.wilsonville.or.us) or attend the Wilsonville City Council meeting on March 16, 2020 at 7:00 pm in the Wilsonville City Hall located at 29799 SW Town Center Loop East in Wilsonville, Oregon. If you still have unresolved concerns, you may, pursuant to ORS 455.210(3) and 479.845, appeal this fee adoption by sending a written request to the division within 30 days of the municipality's fee adoption date.

cc: City of Wilsonville



February 1, 2020

Shannon Flowers  
Oregon Building Codes Division  
PO Box 14470  
Salem, OR 97309-0404

via email: [shannon.m.flowers@oregon.gov](mailto:shannon.m.flowers@oregon.gov)

**RE: City of Wilsonville Notice of Proposed Fee Increase**

Dear Ms. Flowers,

Please accept this as notification that the City of Wilsonville is proposing to amend its fee schedule for all state specialty codes administered locally. The last fee update was 14 years ago in 2006. This change is intended to recover the costs of providing inspection and plan review services, which has not occurred in the last two fiscal years. Without the increase, the building fund will continue to experience revenue shortfalls.

The City's fees are currently well below the *average* of its comparator jurisdictions. The proposed increase will bring Wilsonville in line with the *average* of fee rates for comparator jurisdictions as per a 2019 fee survey conducted by the Oregon Building Officials Association.

The proposed building permit fee increase is 8.5% with plan review fees to match. Other Building, Plumbing, and Mechanical fees will raise by approximately 30%. After this initial rebalancing, fees will be adjusted annually if needed based on the CPI-U West Region Index.

The proposed fees will be reviewed by the Wilsonville City Council on March 16, 2020, at 5:30 pm during a work session at Wilsonville City Hall located at: 29799 SW Town Center Loop East, Wilsonville, Oregon 97070. During the City Council meeting, which begins at 7:00 pm, the Wilsonville City Council will hold a public hearing on the matter in the Council Chambers. It is anticipated that City Council will subsequently adopt a new fee schedule at this time. If adopted, we anticipate the fees will become effective July 1, 2020. The City will be conducting outreach and meeting with stakeholders in advance of the public hearing.

This notice is being forwarded to you 45 days prior to the adoption date as required by OAR 918-020-0220.

If you or any other interested parties have any questions regarding the proposed new fees, please contact me at 503-682-4960 or send an email to [carlson@ci.wilsonville.or.us](mailto:carlson@ci.wilsonville.or.us).

Respectfully,

Dan Carlson  
Building Official





February 6, 2020

**RE: Proposed Building Program Fee Increase**

Dear Stakeholders and Interested Parties,

The City of Wilsonville is proposing to amend its fee schedule for building program fees.

The last building program fee update was done 14 years ago in 2006. This change is intended to recover the costs of providing inspection and plan review services which has not occurred in the last two fiscal years. Without the increase, the building fund will continue to experience revenue shortfalls.

The City's building program fees are currently well below the average of comparator jurisdictions. The proposed increase will bring Wilsonville in line with the average fee rates for comparator jurisdictions as per a 2019 fee survey conducted by the Oregon Building Officials Association. Comparator jurisdictions include Forest Grove, Lake Oswego, Milwaukie, Oregon City, Sherwood, Tigard, Tualatin, and West Linn.

The proposed building permit fee increase is 8.5%. The plan review fee will be equal to the building permit fee. Other building, plumbing, and mechanical fees will raise by approximately 30%. This adjustment will align with the average of our comparators' fees. After this initial rebalancing, fees will be adjusted annually, if needed, for cost of living based on the CPI-U West Region Index.

If approved by City Council, the proposed effective date will be July 1, 2020. The following opportunities are available to learn more about the proposed fee increase:

- **Building Division Open House:** Thursday, February 13, from 12:00pm–1:00pm, with a short presentation at 12:15 pm. This will be held in the Wilsonville City Hall Council Chambers. Wilsonville City Hall is located at 29799 SW Town Center Loop E, Wilsonville, OR 97070.
- **Building Division Website:** Updated fee change information, including proposed fee schedules, will be posted on our website as this process evolves. Our website is: [www.ci.wilsonville.or.us/building](http://www.ci.wilsonville.or.us/building).
- **City Council Hearing:** A public hearing for proposed adoption is scheduled at the City Council meeting on Monday, March 16, 2020. The City Council meeting will be held at the Wilsonville City Hall Council Chambers beginning at 7:00 pm.
- **Call or email:** (503) 570-1557 (direct), or [carlson@ci.wilsonville.or.us](mailto:carlson@ci.wilsonville.or.us).

This is not a proposal to raise Systems Development Charges (SDC's) or other development related fees. Rather, this increase only affects building program fees which typically makeup a small portion (approximately 4%) of a structure's fee package.

Building program fees are dedicated to supporting the building program. Our Building Division staff are committed to providing quality, responsive inspection and plan review services that are timely and predictable to help ensure projects are successful. If you have any questions or concerns about the fee increase, I invite you to contact me, visit our website, or attend the open house at noon on Thursday, February 13, 2020.

Best regards,

A handwritten signature in black ink, appearing to read 'Dan Carlson', with a stylized flourish at the end.

Dan Carlson  
Building Official

Att: 2019 OBOA Fee Comparison

## Carlson, Dan

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**From:** Tim Woodley <Woodleyt@wlwv.k12.or.us>  
**Sent:** Monday, February 10, 2020 3:46 PM  
**To:** Carlson, Dan  
**Cc:** Remo Douglas; Pat McGough  
**Subject:** Re: Wilsonville - Proposed Building Program Fee Increase

[This email originated outside of the City of Wilsonville]

---

Thanks for the update Dan. We would be in agreement that an increase in Building Program fees is probably due; especially when compared to area rates. I will also say that the school district has always received the highest quality service from City Building staff. Always timely and very professional. It has been noticed and appreciated. thanks tim

**West Linn-Wilsonville School District**  
**OFFICE OF CAPITAL CONSTRUCTION**  
**Tim Woodley, Program Manager**

>>> "Carlson, Dan" <carlson@ci.wilsonville.or.us> 2/7/2020 11:46 AM >>>

Hello,

The Wilsonville Building Department is seeking City Council approval for a building fee increase for Building Department services. Building Department fees were last raised 14 years ago in 2006. If approved, the increase will place Wilsonville Building Department fees in line with the average of our comparators' fees, and will likely be effective July 1, 2020.

Attached is a notice to learn more about this proposed increase and an invitation to participate in our outreach efforts. If you have the time and interest, we hope to hear from you. Thank you for your time and have a great weekend. Best regards,  
-Dan

**Dan Carlson**  
*Building Official*  
City of Wilsonville  
503.570.1557  
[carlson@ci.wilsonville.or.us](mailto:carlson@ci.wilsonville.or.us)



29799 SW Town Center Loop East, Wilsonville, OR 97070

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

**This message originated from OUTSIDE our WLWV GroupWise System.  
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Attachment 4-1

## **RESOLUTION NO. 2802**

### **A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING BUILDING PERMIT FEE SCHEDULE, MECHANICAL PERMIT FEE SCHEDULE, AND PLUMBING PERMIT FEE SCHEDULE, AND REPEALING RESOLUTION NO. 2780.**

WHEREAS, the City of Wilsonville (“City”) charges fees for building permits, mechanical permits, and plumbing permits, as well as fees for plan review; and

WHEREAS, the City previously maintained these fee schedules in Wilsonville Code Chapter 9 - Structures; and

WHEREAS, on December 16, 2019, the City Council adopted Ordinance No. 839 and Resolution Nos. 2779 and 2780, all of which became effective on January 1, 2020, to codify the City’s Building Code and associated permit fee schedules; and

WHEREAS, when the City Council adopted Resolution No. 2780, it adopted the permit fee schedules previously codified in Chapter 9 of the Wilsonville Code with the understanding that the City would undertake a review of the fees soon thereafter; and

WHEREAS, the City has not updated its permit fee schedules for permits since 2006; and

WHEREAS, expenditures have risen since the last permit fee increase, and revenues no longer positively support operations; and

WHEREAS, the City reviewed comparable jurisdictions and found that the City’s permit fees are below the majority of surrounding jurisdictions; and

WHEREAS, the City also reviewed Oregon Administrative Rules to ensure that its permit fee schedules are in alignment with state requirements; and

WHEREAS, the City engaged with the State Building Codes Division, local and statewide stakeholders, and held an open house regarding the proposed updates to the permit fee schedules.

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

1. The above findings are incorporated as if fully set forth herein.
2. The City Council of the City of Wilsonville hereby adopts Exhibits 1-3 as fees allowed under the new Wilsonville Code Chapter 9, Section 9.380, which fees will be effective on all applicable permits received on or after July 1, 2020.
3. Consumer Price Index Adjustment. The permit fee schedules shall be reviewed annually and if necessary, adjusted during the City’s budget approval process based

on the Bureau of Labor Statistics Consumer Price Index labeled “West – Size A CPI-W”, December-to-December annual change, or other index that replaces this index, unless other modifications are approved by the City Council.

4. This Resolution becomes effective on March 16, 2020.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 16<sup>th</sup> day of March, 2020, and filed with the Wilsonville City Recorder this date.

---

TIM KNAPP, MAYOR

ATTEST:

---

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

Exhibits:

1. Building Permit Fee Schedule
2. Mechanical Permit Fee Schedule
3. Plumbing Permit Fee Schedule

## EXHIBIT 1

# BUILDING PERMIT FEES

<b>VALUATION – Commercial and Residential</b>
<p><b>New Construction:</b>                      Permit fees are based on the valuation of a project. Per OAR 918-050-0100, the valuation is the higher of:</p> <ol style="list-style-type: none"> <li>1. The valuation based on the International Code Council (ICC) Building Valuation Data Table current as of April 1 of each year, using the occupancy and construction type as determined by the building official, multiplied by the square footage of the structure; or</li> <li>2. The value stated by the applicant.</li> </ol> <p><b>Alteration or Repair:</b> Permit fees are calculated based on the fair market value of all construction work for which the permit is issued. A contractors bid may be required to confirm the valuation.</p> <p><b>Determination of Valuation:</b> The determination of valuation shall be made by the Building Official. The valuation used in computing the permit fee and plan check fee shall be the total value of all project costs. Except as noted, project costs shall include the completion of an entire structure from start to finish including such items as structural, electrical, plumbing, mechanical, interior and exterior finish work, and normal site preparation. Valuation shall include the contractor's profit. Valuation shall not to include the cost of land or design work.</p> <p>Use the total value of construction work as determined above to calculate the Building Permit Fee below.</p>

<b>RESIDENTIAL 1&amp;2 FAMILY DWELLING PERMIT FEE TABLE (includes Townhouses)</b>		
Valuation	CURRENT FEE	PROPOSED FEE
\$1 - \$500	<b>\$48.20</b>	<b>\$40.00</b>
\$501 - \$2,000	<b>\$501-\$2,000</b> \$48.20 the first \$500, plus \$2.25 for each additional \$100 or fraction thereof, to and including \$2,000	<b>\$501 - \$2,000</b> \$40.00 the first \$500, plus \$2.44 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 - \$25,000	<b>\$2,001 - \$25,000</b> \$81.95 the first \$2,000, plus \$8.98 for each additional \$1,000 or fraction thereof, to and including \$25,000	<b>\$2,001 - \$25,000</b> \$88.92 the first \$2,000, plus \$9.75 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 - \$50,000	<b>\$25,001 - \$50,000</b> \$288.49 for the first \$25,000 plus \$6.74 for each additional \$1,000 or fraction thereof to and including \$50,000	<b>\$25,001 - \$50,000</b> \$313.00 for the first \$25,000 plus \$7.30 for each additional \$1,000 or fraction thereof to and including \$50,000
\$50,001 - \$100,000	<b>\$50,001 - \$100,000</b> \$456.99 for the first \$50,000 plus \$4.49 for each additional \$1,000 or fraction thereof to and including \$100,000	<b>\$50,001 - \$100,000</b> \$495.83 for the first \$50,000 plus \$4.88 for each additional \$1,000 or fraction thereof to and including \$100,000
\$100,001 and above	<b>\$100,001 and above</b> \$681.49 for the first \$100,000 plus \$3.75 for each additional \$1,000 or fraction thereof to and including \$100,000	<b>\$100,001 and above</b> \$739.42 for the first \$100,000 plus \$4.30 for each additional \$1,000 or fraction thereof

# EXHIBIT 1

<b>MULTI-FAMILY, COMMERCIAL, INDUSTRIAL PERMIT FEE TABLE</b>		
<b>Valuation</b>	<b>CURRENT FEE</b>	<b>PROPOSED FEE</b>
\$1 - \$500	<b>\$48.20</b>	<b>\$40.00</b>
\$501 - \$2,000	<b>\$501-\$2,000</b> \$48.20 the first \$500, plus \$2.54 for each additional \$100 or fraction thereof, to and including \$2,000	<b>\$501 - \$2,000</b> \$40.00 the first \$500, plus \$2.76 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 - \$25,000	<b>\$2,001 - \$25,000</b> \$86.30 the first \$2,000, plus \$10.15 for each additional \$100 or fraction thereof, to and including \$25,000	<b>\$2,001 - \$25,000</b> \$93.64 the first \$2,000, plus \$11.01 for each additional \$100 or fraction thereof, to and including \$25,000
\$25,001 - \$50,000	<b>\$25,001 - \$50,000</b> \$319.75 for the first \$25,000 plus \$7.60 for each additional \$1,000 or fraction thereof to and including \$50,000	<b>\$25,001 - \$50,000</b> \$346.93 for the first \$25,000 plus \$8.25 for each additional \$1,000 or fraction thereof to and including \$50,000
\$50,001 - \$100,000	<b>\$50,001 - \$100,000</b> \$509.75 for the first \$50,000 plus \$5.08 for each additional \$1,000 or fraction thereof to and including \$100,000	<b>\$50,001 - \$100,000</b> \$553.08 for the first \$50,000 plus \$5.50 for each additional \$1,000 or fraction thereof to and including \$100,000
\$100,001 and above	<b>\$100,001 and above</b> \$763.75 for the first \$100,000 plus \$4.24 for each additional \$1,000 or fraction thereof to and including \$100,000	<b>\$100,001 and above</b> \$828.67 for the first \$100,000 plus \$4.60 for each additional \$1,000 or fraction thereof

<b>OTHER BUILDING FEES</b>	<b>CURRENT FEE</b>	<b>PROPOSED FEE</b>
<b>Review Fees</b>		
Structural Plan Review	<b>65% of structural permit fee</b>	<b>100% of structural permit fee</b>
Additional Plan Review*	<b>\$51.30/hour</b>	<b>\$65.00/hour</b>
*For consultation, coordination, and inquiries related to changes, additions, or revisions after initial application submittal.		
Fire Life Safety Plan Review	<b>40% of structural permit fee</b>	<b>70% of structural permit fee</b>
Deferred Submittal Plan Review Fee (per deferral) – in addition to project plan review fees	<b>65% of the building permit fee calculated using the value of the deferred portion with a \$150.00 minimum</b>	<b>100% of the building permit fee calculated using the value of the deferred portion with a \$150.00 minimum</b>
Phased Project Plan Review Fee (each phase) – in addition to project plan review fees	<b>\$250.00 minimum phasing (application) fee plus 10% of the TOTAL project building permit fee not to exceed \$1,500.00 per phase.</b>	<b>\$270.00 minimum phasing (application) fee plus 10% of the TOTAL project building permit fee not to exceed \$1,500.00 per phase.</b>
Seismic Hazard Plan Check Fee (authorized by ORS 455.447(3))	<b>1% of total structure and mechanical specialty code fees for essential and hazardous facilities, and major and special occupancy structures.</b>	<b>1% of total structure and mechanical specialty code fees for essential and hazardous facilities, and major and special occupancy structures.</b>

## EXHIBIT 1

OTHER BUILDING FEES	CURRENT FEE	PROPOSED FEE
Processing fee for plans exempted from a plan review by OAR 918-480-0130	<b>\$100.00</b>	<b>\$130.00</b>
Grading Plan Review	<b>Fee as per Building Permit Fee table by valuation.</b>	<b>Fee as per Building Permit Fee table by valuation.</b>
<b><i>Other Fees</i></b>		
Minimum Permit Fee	<b>\$48.20</b>	<b>\$40.00</b>
Inspection outside of normal business hours, or investigation fees	<b>\$51.30/hour (minimum of 2 hour)</b>	<b>\$65.00/hour (minimum of 2 hour)</b>
Investigation Fee	<b>\$102.60</b>	<b>\$65.00/hour (minimum of 2 hour)</b>
Re-inspection Fee (each)	<b>\$51.30</b>	<b>\$65.00/hour</b>
Inspections for which no fee is specifically indicated	<b>\$51.30/hour</b>	<b>\$65.00/hour</b>
Structural demolition – complete demolition, not subject to State Surcharge	<b>\$1.00 per square foot to determine valuation.</b>	<b>\$1.30 per square foot to determine valuation.</b>
Structural alteration (not demo)	<b>Fee as per Building Permit Fee table by valuation.</b>	<b>Fee as per Building Permit Fee table by valuation.</b>
Solar Permit Non-Prescriptive System	<b>Fee as per Building Permit Fee table by valuation to include the solar panels, racking, mounting elements, rails and the cost of labor to install.</b>	<b>Fee as per Building Permit Fee table by valuation to include the solar panels, racking, mounting elements, rails and the cost of labor to install.</b>
Solar Permit Prescriptive Solar Installation	<b>\$103.00 for installations falling under the Oregon Solar Installation Specialty Code</b>	<b>\$133.00 for installations falling under the Oregon Solar Installation Specialty Code</b>
Manufactured Home Placement	<b>\$169.30 + State Cabana Fee \$30.00</b>	<b>\$220.00 + Current State Cabana Fee</b>
Grading Permit	<b>Fee as per Building Permit Fee table by valuation.</b>	<b>Fee as per Building Permit Fee table by valuation.</b>
Commercial Fire Suppression	<b>Fee as per Building Permit Fee table by valuation.</b>	<b>Fee as per Building Permit Fee table by valuation.</b>
Residential Fire Sprinkler System (Stand-Alone)	<b>See Plumbing Fee Schedule</b>	<b>See Plumbing Fee Schedule</b>
Research Fee	<b>\$50.00/hour</b>	<b>\$65.00/hour</b>
Temporary Certificate of Occupancy (TCO)	<b>\$300.00</b>	<b>\$350.00</b>
Certificate of Occupancy	<b>\$100.00</b>	<b>\$130.00</b>
Change of Use	<b>\$100.00</b>	<b>\$130.00</b>
<b><i>MANUFACTURED DWELLING/RV PARKS – AREA DEVELOPMENT PERMIT (ADP)</i></b>		
The Area Development Permit fee to be calculated based on the valuations shown in Table 2 of OAR 918-600-0030 for Manufactured Dwelling/Mobile Home Parks and Table 2 of OAR 918-650-0030 for Recreational Park & Organizational Camp – and applying the valuation amount to the Commercial Building Permit Fee table included in this schedule.		



## EXHIBIT 2

# MECHANICAL PERMIT FEES

RESIDENTIAL FEE TYPE	CURRENT FEE	PROPOSED FEE
Air Conditioning Unit or Heat Pump	<b>\$18.45</b>	<b>\$24.00</b>
Alteration of existing HVAC System or Appliance	<b>\$18.45</b>	<b>\$24.00</b>
Boilers/Compressors	<b>\$18.45</b>	<b>\$24.00</b>
Fire/Smoke Dampers/Duct Smoke Detectors	<b>\$13.85</b>	<b>\$18.00</b>
Furnace Install/Replace (includes vent, liner, and ductwork)	<b>\$23.05</b>	<b>\$30.00</b>
Suspended, Recessed, and Floor Heaters	<b>\$18.45</b>	<b>\$24.00</b>
Vent for Appliance other than Furnace	<b>\$13.85</b>	<b>\$18.00</b>
Hydronic Systems or Refrigeration: Absorption Units/Chillers/Compressors	<b>\$13.85</b>	<b>\$18.00</b>
Dryer Exhaust	<b>\$9.20</b>	<b>\$12.00</b>
Hoods (Includes Fire Suppression and Exhaust Fans)	<b>\$9.20</b>	<b>\$12.00</b>
Exhaust System Apart from Heating or A/C (HRV, Radon, Whole House)	<b>\$13.85</b>	<b>\$18.00</b>
Gas fuel piping outlets	<b>\$6.15 (1-4 Outlets) \$1.54 each additional outlet over four outlets</b>	<b>\$8.00 (1-4 Outlets) \$2.00 each additional outlet over four outlets</b>
Fireplace, Insert, Wood/Pellet Stove, Gas Log/Log Lighter, BBQ (Includes chimney)	<b>\$13.85</b>	<b>\$18.00</b>
Other: Appliance, New	<b>\$13.85</b>	<b>\$18.00</b>

COMMERCIAL MECHANICAL FEES TABLE		
Valuation	CURRENT FEE	PROPOSED FEE
\$1.00 - \$2,000	<b>\$61.55 Minimum</b>	<b>\$40.00 Minimum</b>
\$2,001 - \$10,000	<b>\$2,001-\$10,000</b> \$61.55 for the first \$2,000 plus \$1.23 for each additional \$100 or fraction thereof	<b>\$2,001-\$10,000</b> \$40.00 for the first \$2,000 plus \$1.50 for each additional \$100 or fraction thereof
\$10,001 - \$100,000	<b>\$10,001-\$100,000</b> \$123.05 for the first \$10,000 plus \$3.44 for each additional \$1,000 or fraction thereof	<b>\$10,001-\$100,000</b> \$160.00 for the first \$10,000 plus \$4.50 for each additional \$1,000 or fraction thereof
\$100,001 - \$1,000,000	<b>\$100,001-\$1,000,000</b> \$432.65 for the first \$100,000 plus \$1.54 for each additional \$1,000 or fraction thereof	<b>\$100,001-\$1,000,000</b> \$565.00 for the first \$100,000 plus \$2.00 for each additional \$1,000 or fraction thereof
\$1,000,001 and above	<b>\$1,000,001 and above</b> \$1,818.65 for the first \$1,000,000 plus \$1.54 for each additional \$1,000 or fraction thereof	<b>\$1,000,001 and above</b> \$2,365.00 for the first \$1,000,000 plus \$2.29 for each additional \$1,000 or fraction thereof

## EXHIBIT 2

OTHER MECHANICAL FEES	CURRENT FEE	PROPOSED FEE
Mechanical Plan Review	<b>25% of subtotal</b>	<b>55% of subtotal</b>
State Surcharge	<b>12% of subtotal (or current state rate)</b>	<b>12% of subtotal (or current state rate)</b>
Additional Plan Review-per hour	<b>\$51.30/hour</b>	<b>\$65.00/hour</b>
Re-inspection – per each	<b>\$51.30/hour</b>	<b>\$65.00/hour</b>
Investigation Fee	<b>\$102.60</b>	<b>\$65.00/hour (minimum of 2 hour)</b>
Inspections made outside of normal business hours	<b>\$51.30/hour with 2 hour minimum charge</b>	<b>\$65.00/hour with 2 hour minimum charge</b>
Inspections for which no fee is specifically indicated – per each (as required)	<b>\$51.30/hour</b>	<b>\$65.00/hour</b>
Minimum Permit Fee	<b>\$61.55</b>	<b>\$40.00</b>

## EXHIBIT 3

# PLUMBING PERMIT FEES

COMMERCIAL AND RESIDENTIAL PLUMBING FEES	CURRENT FEE	PROPOSED FEE
<b>New 1 &amp; 2 Family Dwelling Unit:</b> <i>(Per OAR 918-050-0100: New construction includes 1 bathroom/1 kitchen plus the first 100 feet each of water and sewer lines, hose bibs, ice maker, underfloor low-point drains and rain-drain packages including piping, gutters, downspouts and perimeter system) (Does not include any storm water retention/detention facility, irrigation system, fire suppression system, or additional piping beyond the first 100 feet as noted above)</i>		
Single Family Dwelling (1) Bath	<b>\$256.60</b>	<b>\$330.00</b>
Single Family Dwelling (2) Bath	<b>\$311.65</b>	<b>\$405.00</b>
Single Family Dwelling (3) Bath	<b>\$348.80</b>	<b>\$455.00</b>
Each Additional: (1/2) Bath , Full Bath, or Kitchen	<b>\$125.00</b>	<b>\$160.00</b>
<b>Additions, alterations or repairs:</b> Shall be calculated based on the number of fixtures, appurtenances, and piping with a set minimum fee. Re-pipe fee is per schedule below.		
<b>SITE UTILITIES</b>		
Each water, sewer, storm line or private storm drainage system exceeding 100 feet		<b>\$150.00</b>
Standalone systems: Each new or additional water, sewer, storm line or private storm drainage system	<b>\$50.80 (per 100 ft)</b>	<b>\$150.00</b>
Each repair, replacement, or alteration of water service, sanitary sewer or storm line	<b>\$50.80 (per 100 ft)</b>	<b>\$65.00</b>
Manufactured home space (when exterior utilities exceed 30 feet)	<b>\$50.80</b>	<b>\$65.00</b>
<b>FIXTURES – FEE PER EACH</b>		
Interior Plumbing Fixture, Primer, Trap, Drain	<b>\$14.90 each</b>	<b>\$20.00</b>
Water Heater	<b>\$14.90 each</b>	<b>\$20.00</b>
Re-piping	<b>\$14.90 each</b>	<b>\$40.00 per 4 fixtures</b>
Exterior Plumbing Fixture or Site Utility:	<b>\$14.90 each</b>	<b>\$20.00</b>
Backflow Device (includes first 10 feet of water service)	<b>\$14.90 each</b>	<b>\$20.00</b>
Backwater valve	<b>\$14.90 each</b>	<b>\$20.00</b>
Catch basin, French drain, or area drain	<b>\$14.90 each</b>	<b>\$20.00</b>
Ejectors/sump pump	<b>\$14.90 each</b>	<b>\$20.00</b>
Fixture cap	<b>\$14.90 each</b>	<b>\$20.00</b>
Manhole	<b>\$14.90 each</b>	<b>\$20.00</b>
Stormwater retention/detention tank/facility	<b>\$14.90 each</b>	<b>\$20.00</b>
Pressure Reducing Valve (PRV)	<b>\$14.90 each</b>	<b>\$20.00</b>
Interceptor/grease trap	<b>\$14.90 each</b>	<b>\$20.00</b>
Other – plumbing	<b>\$14.90 each</b>	<b>\$20.00</b>

## EXHIBIT 3

MEDICAL GAS – fee based on installation costs and system equipment, including but not limited to inlets, outlets, fixtures and appliances		
Valuation	Current	Proposed
\$1.00 - \$500	<b>Minimum Fee \$123.00</b>	<b>Minimum Fee \$160.00</b>
\$501 - \$10,000	<b>\$5,001-\$10,000</b> \$123.00 for the first \$5,000 and \$2.55 for each additional \$100, or fraction thereof, to and including \$10,000	<b>\$501-\$10,000</b> \$160.00 for the first \$500 and \$1.76 for each additional \$100, or fraction thereof, to and including \$10,000
\$10,001 - \$25,000	<b>\$10,001-\$25,000</b> \$250.50 for the first \$10,000 and \$2.55 for each additional \$100 or fraction thereof, to and including \$25,000	<b>\$10,001-\$25,000</b> \$326.75 for the first \$10,000 and \$3.32 for each additional \$100 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	<b>\$25,001-\$50,000</b> \$633.85 for the first \$25,000 and \$2.46 for each additional \$100 or fraction thereof, to and including \$50,000	<b>\$25,001-\$50,000</b> \$825.20 for the first \$25,000 and \$3.24 for each additional \$100 or fraction thereof, to and including \$50,000
\$50,001 and up	<b>\$50,001 and above</b> \$1,257.25 for the first \$50,000 and \$2.05 for each additional \$100 or fraction thereof	<b>\$50,001 and above</b> \$1,635.20 for the first \$50,000 and \$2.67 for each additional \$100 or fraction thereof

RESIDENTIAL FIRE SUPPRESSION – Standalone or Multipurpose System		
Square Footage of Area to be Covered		
0 – 2000 sq ft	<b>\$78.50</b>	<b>\$100.00</b>
2001 – 3600 sq ft	<b>\$101.00</b>	<b>\$130.00</b>
3601 - 7200 sq ft	<b>\$137.00</b>	<b>\$180.00</b>
7201 sq ft and greater	<b>\$173.00</b>	<b>\$225.00</b>

OTHER PLUMBING FEES		
Plumbing Plan Review Commercial	<b>25% of plumbing permit fee</b>	<b>55% of plumbing permit fee</b>
State Surcharge	<b>12% of subtotal (or current state rate)</b>	<b>12% of subtotal (or current state rate)</b>
Additional Plan Review-per hour	<b>\$51.30/hour</b>	<b>\$65.00/hour</b>
Re-inspection – per each	<b>\$51.30/hour</b>	<b>\$65.00/hour</b>
Investigation Fee	<b>\$102.60</b>	<b>\$65.00/hour (minimum of 2 hour)</b>
Inspections made outside of normal business hours	<b>\$51.30/hour with 2 hour minimum charge</b>	<b>\$65.00/hour with 2 hour minimum charge</b>
Inspections for which no fee is specifically indicated – per each (as required)	<b>\$51.30/hour</b>	<b>\$65.00/hour</b>
Minimum Permit Fee	<b>\$61.55</b>	<b>\$40.00</b>



# FEBRUARY 2020 MONTHLY REPORT

## From The Director's Office

Greetings—

One significant sign of a vibrant, healthy community is a strong local economy with available jobs in a wide variety of sectors at diverse salary ranges (i.e. high-tech, manufacturing, retail, construction, service, higher education). It may be cliché, but a good quality of life begins with a well-paying job.

Wilsonville benefits greatly from amazing geography, with our central location on the I-5 corridor poised equidistant between two major cities, Salem and Portland. From a freight distribution standpoint, the ability to move goods and materials along the west coast as well as connections to international ports makes Wilsonville's location very important from an economic development standpoint. I have heard Wilsonville described as a significant hub of the west coast distribution network, in that from here you can efficiently move goods north and south to Canada or Mexico, or east down the Columbia River in a short period of time.

The efforts the Community Development Department staff take to recruit and retain quality industries is a significant part of the work that we do. We work every day to advance opportunities for businesses to locate and call Wilsonville home. The commitment to the creation of a quality business environment is evident by the Garden Acres Road project. Garden Acres is currently a two lane country road in the middle of the Coffee Creek industrial area. Added to the UGB in 2002, Coffee Creek is a 200+ acre opportunity for economic investment in Wilsonville.

The Garden Acres Road urban upgrade project was identified in the 2013 Transportation System Plan as a priority project. Through the establishment of the Coffee Creek Urban Renewal District in 2016, Garden Acres is a catalytic project that will result in improvements in multi-modal transportation capacity and connectivity and piped infrastructure (sanitary sewer, storm, and water) that will directly serve over 140 acres of under developed property for industrial investment and job creation.

The multi-year project is well under way (see photos) with the undergrounding of franchise utilities and the installation of a new sewer line that was just completed. Over the next several months, the storm drainage pipelines will be installed followed by the Willamette Water Supply 66" raw water pipeline and finally a new roadway with storm water treatment and protected bike and pedestrian facilities to accommodate roadway users of all ages and abilities. It is because of initiatives such as this that Wilsonville has been recognized as one of the best places in Oregon to start a business.



Respectfully submitted,  
Chris Neamtzu, AICP  
Community Development Director

## Building Division

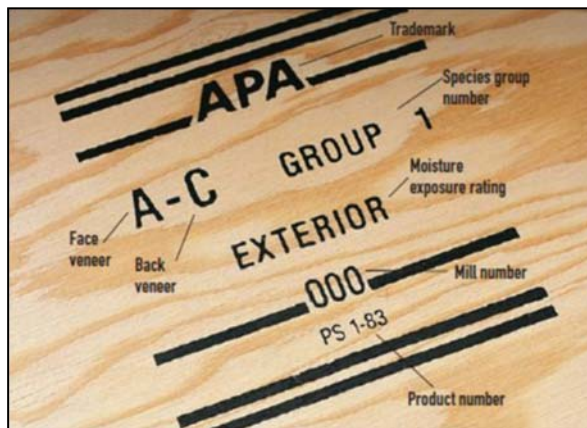
### Whatcha Looking At? Lumber Grading

Whether you are a Weekend Warrior or a General Contractor constructing buildings or other smaller projects, your lumber materials are graded and stamped with an identifying mark to let you know valuable information about the material.

The construction industry depends upon accredited agencies to evaluate the structural value and integrity of wood materials used for all wooden structures. Two such agencies are (APA) American Plywood Association and (WWP) Western Wood Products. The agencies have evaluated the materials and created a grading scale that lumber and plywood mills utilize throughout the United States.

In the top right example, we find that the Cowlitz Lumber Mill has produced a stud grade 2x4 that is made from Douglas Fir, is Kiln Dried (KD) to a moisture content of 19% or less and has been Heat Treated (HT) to a core temperature of 56 degrees to meet international standards. Heat-treating removes pests that might be living inside the material. 1/4 EE means that the 2x4 has 1/4" eased edges, which creates a nicely milled product with four smooth sides. The home improvement stores like to offer this product to their customers because of its appearance.

Kiln Dried lumber is used to meet the building code requirement of keeping the material moisture content level at or below 19%. Keeping the levels low reduces the amount of moisture that could be trapped inside walls, floors, and roofs. Lower moisture content reduces material shrinkage and the chance of mold growth.



*APA markings used on plywood products.*

WWP markings are stamped on rough sawn lumber materials like 2x4 and 2x6 stocked at your local lumberyard and home improvement stores.

In the example to the left, we see the plywood is graded Exterior A-C. The A side of the plywood sheet has the best surface available for finish painting or staining and a C side surface may have minor blemishes and wide grain patterns. This plywood sheet was manufactured using exterior grade glues that hold the multiple plies of the plywood together. The use of exterior grade glues allows this plywood to be used for projects exposed to an outdoor environment. Another interesting fact about plywood is the alternating direction of the plies, which are glued together to make the panel stronger. The more plies glued together the stronger the plywood will be.

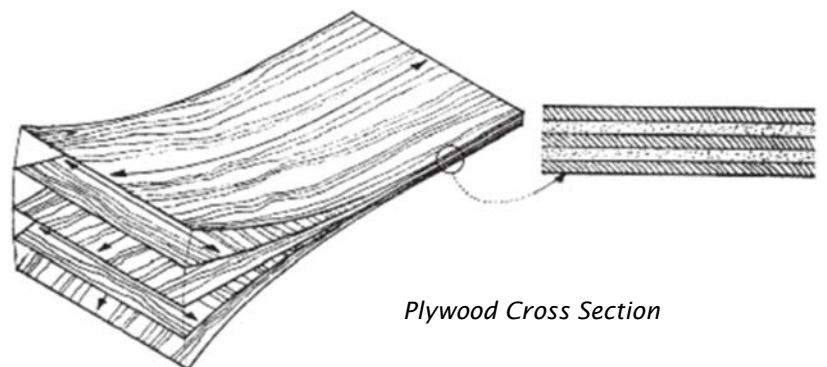
There are many options to choose from when designing your projects. Be sure to ask your contractor or materials supplier about the quality and grading of the materials you would like to use. It can definitely make a difference in the strength, longevity, and look of your design. Happy building!

Brian Pascoe

Building Inspector/Plans Examiner



*WWP markings stamped on rough sawn lumber*



*Plywood Cross Section*

## Economic Development Division

### Business Retention Expansion & Recruitment

- Developer seeks 15 acres for construction of 250,000 square foot distribution facility for business relocation in the region
- Distribution company bringing 200+ office jobs to existing 70,000 square foot office facility in Wilsonville
- Large office park in Wilsonville planning to convert space from office to flex industrial, bringing upwards of 200,000 square feet of new industrial product to the market
- Digital printing business looking at expanding into 26,000 square foot space in Wilsonville, bringing 20-30 new jobs and \$3.5 million in investment

### Town Center Plan Implementation

- Staff continue outreach efforts to property owners, developers, and investors on key sites in Town Center. Throughout the winter, staff worked on the development opportunity site analysis component of the upcoming marketing plan, and coordinated with Clackamas County's CC3D program to create and refine 3D renderings of the main street to include within the marketing plan. Work on other implementation activities related to the adopted Town Center Plan, including a streetscape plan and Transportation System Plan amendments, have kicked off in the first quarter of 2020.

### Urban Renewal

- Coffee Creek
  - Development: Site aggregation efforts are underway to consolidate 40 acres of land for high-value industrial development. Wilsonville is set to receive \$10,000 in pro bono consulting to test site aggregation solutions as part of the Metro Site Readiness Toolkit regional grant program with the Port of Portland and Metro.
  - Infrastructure: Garden Acres Road is under construction with an estimated completion date of November 2020.
- TIF Zone Program
  - Council has given staff direction to pursue modifications to the TIF Zone program to allow for added flexibility of site location and program criteria, ideally adaptable to both recession and growth economies. New program eligibility criteria will be presented to the URA Task Force on April 9.

## Engineering Division, Capital Projects

### **5th Street/Kinsman Road Extension (1139/2099/4201)**

This project involves the design and construction of the extension of 5th Street and Kinsman Road between Boones Ferry Road and Wilsonville Road, including water, sewer, storm, franchise utility extension, and installation of a portion of the Ice Age Tonquin Trail. Land acquisition is underway. Construction is planned to start in the first quarter of 2021.

### **Boeckman Dip Bridge (4205/4206/4212)**

This project involves the design and construction of Boeckman Road (Canyon Creek Road to Stafford Road) from a rural two lane road to a urban collector roadway with a traffic signal at the intersection of Canyon Creek Road and construction of a bridge over Boeckman Creek. The results of an alternatives analysis exploring costs, permitting, right-of-way implications for three construction detour alternatives was presented to City Council at the February 3 work session. Staff are investigating hydrology and hydraulic impacts and potential Boeckman Creek mitigation requirements associated with bridge construction to provide a more accurate scope and cost of the project for City Council consideration.

### **Elligsen Well Upgrade and Maintenance (1128)**

This project involves correcting well casing and water chemistry deficiencies in the existing Elligsen well to maintain it as a backup supply for emergencies. Well column and casing inspections, water chemistry analysis, and recommendations for improvements to address any discovered deficiencies will occur between the months of March and April. After inspection and analysis is complete, redevelopment of well capacity and other recommended improvements will occur.

### **French Prairie Bridge (9137)**

This project will determine the final location, alignment, and design type and includes preparation of preliminary construction and environmental documents for a new pedestrian, bike, and emergency vehicle bridge over the Willamette River in the vicinity of Boones Ferry Road. City staff are coordinating with Clackamas County to schedule a resolution supporting the Task Force recommendation of the suspension bridge as the preferred bridge before the Clackamas Board of County Commissioners.

### **French Prairie Road Phase II (2500/4500/7500)**

This project will include paving, storm sewer, and sanitary sewer improvements to French Prairie Road in the Charbonneau development. Bids were received on February 6, and contract was awarded on February 20 to K&E Excavating. Construction is anticipated to begin in April or May and to be completed by the end of 2020.

### **Garden Acres Road (4201)**

This project involves the design and construction of Garden Acres Road from a rural local access road to an urban industrial roadway as part of the Coffee Creek Industrial Area plan and includes Willamette Water Supply Program segment PLM\_1.2 of the 66" water transmission pipe. Construction of a new storm drainage pipe to serve the future Coffee Creek Industrial Area is being installed along Garden Acres Road. Construction of the sanitary sewer pipe extension and undergrounding of overhead utilities is complete. Construction completion is anticipated for December 2020.



## Engineering Division, Capital Projects

### **Gesellschaft Well Facility Rehab and Upgrade (1083)**

This project addresses upgrades and repairs needed to correct deficiencies in the Gesellschaft well house, including piping, electrical, and mechanical systems. The City's Contractor, Stettler Supply & Construction, mobilized to the well site in late September. Work in the month of February consisted of interior piping improvements and other mechanical, instrumentation, and control upgrades in the well house. Work will continue through March 2020.

### **I-5 Pedestrian Bridge (4202)**

This project involves the design and preparation of construction documents for a pedestrian and bicycle bridge over Interstate 5 from Town Center Loop West to Boones Ferry/Barber Street. Geotechnical fieldwork is planned to occur in March. A public open house was held on February 19 at Wilsonville City Hall with 56 community members in attendance providing feedback on the bridge and gateway project. An online survey will run from February 19 to March 8 soliciting feedback from the Wilsonville community regarding bridge and plaza design elements and themes.

### **Memorial Drive Splitter Manhole Replacement (2085)**

This project involves the replacement of an existing sanitary sewer manhole at the intersection of Parkway Avenue and Memorial Drive with a new flow diversion manhole. The purpose of the project is to maintain equalized flows between two parallel sewer lines under I-5 and to avoid potential overflows. Engineering is currently in coordination with private utilities for relocation of conduits with the City's proposed manhole. At this time, a completion date for this project is unknown, but the project is to be completed this current fiscal year.

### **Memorial Park Pump Station (2065)**

This project involves replacing and relocating the wastewater pump station in Memorial Park. Bids were due on February 27 with the contract awarded on March 16. Construction is anticipated to begin in April and to be completed in March 2021.

### **Street Maintenance Project—Wilsonville Road & Boones Ferry Road (4014/4118/4725)**

Construction is complete.

### **WTP Expansion to 20 MGD (1144)**

This project will expand the Water Treatment Plant (WTP) capacity to 20 MGD and incorporate related WTP capital improvements, including Life Safety Upgrades (1137), Seismic Retrofits (1145), and Repair and Replacement (1146) projects. A CMGC alternative contracting method is being considered for City Council approval in March, to be followed by a request for proposals for engineering services.

### **WTP Surge Tank (1111)**

The underground construction and restoration project is complete. The installation of the surge tank was completed in November 2019. A certificate of final completion was issued in February 2020.



*Repaved and restriped roadway, the replaced curb ramps (which now meet ADA standards), as well as the new pedestrian activated beacons on Wilsonville Road at Guiss Way/ Orchard Drive*

## Engineering Division, Capital Projects

### WWSP Coordination (1127)

Ongoing coordination efforts continue with the Willamette Water Supply Program. Here are the updates on their major elements within Wilsonville.

- **PLM 1.1** This is the WWSP 66" raw water pipeline between Arrowhead Creek Lane and Wilsonville Road. Construction of the pipeline is underway. Completion of this segment of pipeline is expected in Fall 2020.
- **PLM 1.2** This is the WWSP 66" raw water pipeline that is included as part of the Garden Acres Road (4201) project. Construction of the WWSP pipeline is anticipated to start in April 2020.
- **PLM 1.3** This is the remainder of the WWSP 66" raw water pipeline through Wilsonville, including Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road. WWSP is progressing toward 60% design plans. Construction is scheduled to begin in Fall 2020.

### WWTP Master Plan (2104)

This project will evaluate capacity of Wastewater Treatment Plant (WWTP) processes to accommodate projected growth and regulatory changes. A prioritized capital improvement plan and budget will be developed. Engineering proposals were reviewed and a consultant was selected in January. Contract negotiations are currently underway, with a contract award scheduled for March 16.

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## Engineering Division, Private Development

### Aspen Meadows Phase 2

This is a five lot subdivision on the east side of Canyon Creek Road South. The project is now in the two year maintenance phase.

### Fir Commons

This is a ten home condominium development near Fir Avenue and 4th Street in Old Town. Eight homes are currently under construction. The second rain garden is currently being planted. This project is waiting for PGE to relocate power on 4th Street so that paving can proceed.



## Engineering Division, Private Development

### Frog Pond Meadows

74-lot subdivision located north of Stafford Meadows and adjacent to Stafford Road. The contractor (NEI) is currently working on the concrete intersection, sidewalks, and utility testing.

### Frog Pond—Morgan Farm Phase 2

42-lot subdivision located north of Morgan Farm Phase 1. The contractor (NEI) is working on completing the punchlist items.

### Grace Chapel

Project involves the remodel and expansion of the south building of the former Pioneer Pacific College, along with the rerouting of a major storm drain line. The project to begin in the near future.

### Hilton Garden Inn

Construction continues on this four-story hotel at Memorial Drive and Parkway Avenue. The concrete sidewalk repairs, LIDA facilities, and road repair are some of the final items needed for completion.

### Northstar Contractor Establishment—Clay Street

This is a half street improvement project that will add sidewalks and street side swales on our border with Washington County near Coffee Creek Correctional Facility.

### Shredding Systems

This project involves adding an additional building and expanding the sanitary, water, and storm systems. The permit is currently under initial plan review.



*Frog Pond Meadows*



*Frog Pond Meadows*



*Morgan Farm Phase 2*



*Northstar Contractor Establishment—Clay Street*

## Engineering Division, Natural Resources

### “Free” Native Tree Program

To help reduce stream temperature and pollutants, the City offers up to five native tree seedlings for any resident or business within city limits to plant on their property. Residents or businesses receive a tree coupon, which allows them to redeem the native plants at Bosky Dell Natives nursery. Plantings along streams, riparian corridors, or other water bodies are encouraged, but regardless of the location, tree plantings enhance the City’s “Urban Forest” and contribute to a healthier environment. The incentive program is part of the strategy to address the City’s NPDES stormwater permit requirements.



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## Planning Division, Current

### Construction Permit Review, Development Inspections, and Project Management

In February, Planning staff actively worked with developers and contractors to ensure construction of the following projects are consistent with Development Review Board and City Council approvals:

- Hilton Garden Inn
- Fir Avenue Commons residential development in Old Town
- Regional Park 7&8 in Villebois
- Residential subdivisions in Frog Pond West
- Aspen Meadows and Aspen Meadows II subdivisions off Canyon Creek Road South
- I&E Construction headquarters on Parkway Avenue
- Dutch Bros Coffee kiosk in Town Center

### Development Review Board (DRB)

Both DRB panels met in February. Following elections of chair and vice chair for 2020, both panels heard a presentation from Kerry Rappold, Natural Resource Program Manager, about the City’s natural resource preservation including the Significant Resource Overlay Zone (SROZ) regulations.

## Planning Division, Current

### DRB Projects Under Review

During February, Planning staff actively worked on the following major projects in preparation for potential public hearings before the Development Review Board:

- 6-unit residential development in Old Town at the north end of Magnolia Avenue (right)
- 11-lot subdivision at the south end of Canyon Creek Road South
- 3-lot partition and zone change along the northern portion of Canyon Creek Road South
- New warehouse on Boberg Road for DP Nicoli
- 69-lot subdivision in Frog Pond proposed by West Hills Development




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## Planning Division, Long Range

### Commercial Recreation in Planned Development Industrial

Following past City Council direction to explore options to expand the size limit for commercial recreation uses in the Planned Development Industrial (PDI) Zone, staff have conducted initial work exploring the topic. Staff presented the white paper prepared by Angelo Planning Group to the Planning Commission during their work session. The Commission provided direction to staff to conduct additional analysis on the need and potential use of modified standards as well as to move forward with drafting initial code concepts. During February, staff continued to research the topic and have engaged with a variety of stakeholders consisting of commercial recreation businesses, property managers, and commercial/industrial real estate brokers to obtain initial feedback on the direction of the proposed code changes. Staff expect to provide an update to City Council on the initial research and code concept in April and to return to Planning Commission in May.

### Equitable Housing Strategic Plan

The Equitable Housing Strategic Plan project team published a draft Equitable Housing Strategic Plan in January. The project team presented this draft to the Planning Commission at its February 12 meeting, gathering feedback on the plan and possible long-term performance measures to consider in evaluating the plan's success. Information gathered from this meeting, along with feedback from January's project task force meeting, will be shared with the City Council at an upcoming work session on March 2 with the goal of finalizing which performance measures to include in the final draft Plan.

General project information is available on the project website: [www.ci.wilsonville.or.us/housing](http://www.ci.wilsonville.or.us/housing).

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**Wilsonville**  
**Equitable Housing**  
**Strategic Plan**

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## Planning Division, Long Range

### Frog Pond East and South

During February, staff worked on preparing a preliminary scope and budget for the Frog Pond East and South Master Plan. The master planning area encompasses the area added to the Urban Growth Boundary by Metro in 2018. The City is required to adopt a master plan and related policies and codes for the area by the end of 2022. City staff also prepared a draft grant request to Metro to fund a large portion of the scope and budget for the master planning work. At their March 16 meeting City Council will consider a resolution in support of the grant application. In addition, on February 14, the City received two separate Petitions for Review filed with the Court of Appeals of LCDCs approval of Metro's urban growth boundary amendment that brought in the additional acreage in Frog Pond in Wilsonville (as well as acreage in Beaverton, Hillsboro and King City). The petitions were filed by Marion County and by Housing Land Advocates. LCDC, Metro, Hillsboro, Wilsonville, Beaverton and King City are all the named Respondents.



### House Bill 2001 Implementation (Middle Housing)

This project will build upon and help implement the Equitable Housing Strategic Plan while ensuring the City complies with House Bill 2001 regarding the allowance for middle housing, including duplexes, triplexes, quadplexes, row houses, and cottage cluster housing. The project will also help lay the foundation for the upcoming master planning work for Frog Pond East and South. Staff is working through finalizing the scope of the project as well as pursuing grant funding from the State of Oregon.



### House Bill 2003 Implementation (Housing Needs Analysis/Housing Production Strategies)

Planning staff continue to coordinate with DLCD staff on the implementation of House Bill 2003 concerning new Housing Needs Analysis (HNA) timelines and the new requirement to produce a periodic Housing Production Strategy. For the Housing Needs Analysis, DLCD informed City staff that the next Wilsonville HNA will be due to DLCD by the end of 2023. The submittal deadline will then be on an every-six-year cycle. As Housing Production Strategies are a new requirement, to be completed by a City within a year of completing a HNA, a substantial amount of state administrative rulemaking needs to occur to define them. Staff participated in the first meeting of the state's Technical Advisory Committee (TAC) for rulemaking on Housing Production Strategies on February 6.



*Aerial photo of Villebois .*

## Planning Division, Long Range

### **Planning Commission**

During their February 12 meeting the Planning Commission held two work sessions.

In the first work session, the Commission heard a presentation from staff and consultants to update them on the current draft of the Equitable Housing Strategic Plan. The Commission offered feedback on draft performance measures and other aspects of the plan. In particular, the Commission discussed the merits of and potential drawback of focusing on the vacant SMART-owned property at the transit center on Barber Street for an affordable housing development. Some Commissioners expressed concern about the isolation of the site in an industrial area. The Commission later discussed the potential of having a comprehensive look at the future use and design of the entire Barber street corridor connecting Town Center and Villebois given the upcoming pedestrian bridge project.

In the second work session, the Commission received an introduction to and offered feedback on the scope of the project to comply with the middle housing requirements of House Bill 2001. Overall, the Commission expressed support for the proposed scope of work. The work session included a discussion of how the project correlates with other housing related projects including the Equitable Housing Strategic Plan and the upcoming Frog Pond East and South Master Plan.

### **Residential Code Modernization Project**

The Wilsonville Residential Zoning Modernization Project seeks to update City residential zoning standards in the Planned Development Residential (PDR) zones. The updates seek to address issues raised over the last couple of decades. The proposed updates focus on clarifying (not changing) how many housing units can be built on a given amount of land, clarifying lot size, and clarifying the amount of open space. The Planning Commission held five work sessions to work through the details of the proposal. Staff presented to City Council at a work session on February 20 and prepared for a follow-up work session with the Council on March 2. A public hearing is on the Planning Commission's scheduled for March 11 at which time they anticipate forwarding a final recommendation to City Council.

### **Washington County Coffee Creek/Basalt Creek Development Coordination**

Following City Council's direction to pursue various options to ensure contractors' establishments do not preclude future industrial development in the Coffee Creek and Basalt Creek planning areas, staff continued work on the topic. Washington County released the draft work program for 2020 on January 28 beginning a 30-day public review and comment period. The draft lists the project as a Tier 2 task. The County describes Tier 2 tasks as "Potential ordinances and projects that are of interest, but for which there are insufficient staff resources this year. Tier 2 projects could be addressed if staff resources become available, though most tasks are likely to be carried into the following year." Staff prepared a letter to the County requesting moving the FD-20 project to a Tier 1 task to be worked on this year. Board of County Commissioners will have a work session on the item on March 17 with final adoption of the work program is scheduled on April 7. City staff also continue to look into options for annexation if the County does not change their zoning standards.

## Planning Division, Long Range

### Wilsonville Town Center Plan

#### *I-5 Pedestrian Bridge*

In February, one of the focuses of the Town Center project team was the I-5 Pedestrian Bridge and Town Center Gateway Plaza project, which will provide an important connection between Town Center and the Wilsonville Transit Center and neighborhoods west of Interstate 5. The project team held a public open house on February 19, providing an opportunity for attendees to learn more about the project and provide input on project priorities and design elements. A survey on *Let's Talk, Wilsonville!* opened on the same day to gather community feedback. The project team also continued outreach to adjacent property owners and businesses, with the goal of informing those affected by the project about timing and impacts as well as providing an opportunity for dialogue and input on bridge and plaza design.



WILSONVILLE TOWN CENTER PLAN

#### *Streetscape Plan*

The Town Center Plan calls for creating Streetscape Design Standards to tie together the various subdistricts within the Town Center with an attractive design palette. As this project is inherently connected to the construction of the I-5 Pedestrian Bridge project, the I-5 Pedestrian Bridge and Town Center Streetscape plan are moving forward on a similar timeframe. During February, staff worked on refining the project scope with the goal of bringing a consultant on board by April.



WILSONVILLE TOWN CENTER  
I-5 PEDESTRIAN BRIDGE





FEBRUARY

# MONTHLY REPORT

## From the Director:

Greetings from the Finance Team!

Munis, Munis and Munis! The Accountants team continues to spend time working on the implementation of the new financial software programs. We ended February and began March with three consecutive weeks of power user training for the accounts payable, purchasing, and contracting modules. We will be responsible for training other staff members throughout the City to use these programs as well so this is a very important phase of the implementation.

On the budget side of things, the CIP budgets are in and Finance will begin entering each project into our system. With the final touches to the estimated revenues scheduled to be entered in this week, we are just about at the phase where we can start to put the overall budget together for Bryan Cosgrove's review.

Keith Katko and I presented "Finance 101" to the Citizen's Academy in February. The group of individuals were highly engaged and asked several great questions. It was exciting to be able to interact with the City's future leaders in this academy!

Here's to a great spring!

*-Cathy Rodocker*

## By the Numbers:

### Finance Statistics for the period of July 1, 2019-February 29, 2020

Please Note: Utility Billing is reported with a one month lag-the numbers reported reflect the first month of the new fiscal year.

<u>Utility Billing:</u>		<u>Accounts Payable:</u>		<u>Municipal Court:</u>	
Total Monthly Bills	47,106	Invoices Processed	4,741	Total Citations Issued	1,769
New Customers	612	Payments Processed	2,778	Total Suspensions Issued	55
New Service Locations	67			Ticket Revenue	\$201,783

## FY20 Financial Update:

Attached please find the financial reports through February 2020.

**General Fund:** As of the end of February, the General Fund has received 81% of the projected revenues. We are expecting an influx of annual franchise fee revenues during the month of March. Materials and Services are slightly higher than the anticipated percentage of budget, however, this is due primarily to the \$9.0M overnight loan to the Year 2000 Urban Renewal Fund.

**Building Fund:** The Finance Department continues to watch the Building Funds closely. During the month of March, Dan Carlson, Building Official, will be bringing a proposed rate increase to Council for various building permits fees. The fees have not been reviewed in several years and the increase will help to stabilize the fund in future years.

**Community Development Fund:** Due to unforeseen circumstances, the Community Development Fund is currently facing significantly higher expenses than actual revenues received. While it was originally planned to use a portion of the fund balance during the fiscal year; with revenues coming in much lower than anticipated the fund will end up using more of its fund balance than anticipated. The fund is currently being reviewed by the Finance and Community Development management staff.

**Road Operating Fund:** The City has been notified that the first Clackamas County Vehicle Registration Fees will be received this month. Since the fee is newly implemented, the first payment is slated to be minimal. However, the County forecasts that the City of Wilsonville should receive over \$440K next fiscal year. This year, the funds collected to date from the Washington County Vehicle License Fee were used for repairs to Day Rd.

All of our other funds including Transit and all of our utility related operating funds are on track to meet their budgeted expectations.

## Did you know?

That each year the Finance Staff must complete a survey for the United States Census Bureau? We provide detailed information on the type of revenues the City receives as well as the year's expenditures broken down into Capital Projects, Capital Outlay, and Operating Expenses.

	Budget	Activity	% Used
<b>Fund 110 General Fund:</b>			
Taxes	11,655,250	8,887,305	76%
Intergovernmental	2,265,804	2,012,845	89%
Licenses and Permits	177,750	126,251	71%
Charges for Services	747,100	433,022	58%
Fines	320,000	201,783	63%
Investment Revenue	300,900	347,652	116%
Other Revenues	9,569,070	9,514,219	99%
Transfers	3,767,812	2,195,949	58%
<b>Total Revenue</b>	<b>28,803,686</b>	<b>23,719,026</b>	<b>82%</b>
Personal Services	9,289,445	5,745,597	62%
Materials and Services	20,522,072	15,101,159	74%
Capital Outlay	311,604	15,000	5%
Transfers	4,896,602	1,028,921	21%
<b>Total Expense</b>	<b>35,019,723</b>	<b>21,890,677</b>	<b>63%</b>
<b>Fund 210 Fleet Fund:</b>			
Charges for Services	1,373,975	915,983	67%
Investment Revenue	23,069	16,138	70%
Other Revenues	0	25,131	-%
<b>Total Revenue</b>	<b>1,397,044</b>	<b>957,253</b>	<b>69%</b>
Personal Services	781,630	486,506	62%
Materials and Services	800,055	564,803	71%
Capital Outlay	149,000	22,373	15%
Transfers	2,400	1,600	67%
<b>Total Expense</b>	<b>1,733,085</b>	<b>1,075,282</b>	<b>62%</b>
<b>Fund 230 Building Fund:</b>			
Licenses and Permits	548,000	442,194	81%
Licenses and Permits-Villebois	254,000	99,634	39%
Charges for Services	9,000	4,500	50%
Investment Revenue	70,210	60,091	86%
Transfers	41,986	25,449	61%
<b>Total Revenue</b>	<b>923,196</b>	<b>631,867</b>	<b>68%</b>
Personal Services	1,056,480	636,241	60%
Materials and Services	385,469	290,006	75%
Transfers	936,604	388,333	41%
<b>Total Expense</b>	<b>2,378,553</b>	<b>1,314,580</b>	<b>55%</b>
<b>Fund 235 Community Development Fund:</b>			
Intergovernmental	0	19,500	-%
Licenses and Permits	352,440	544,384	154%
Licenses and Permits-Villebois	203,305	25,618	13%
Charges for Services	1,076,328	272,879	25%
Investment Revenue	55,165	58,827	107%
Other Revenues	400	16,482	4,121%
Transfers	3,201,704	985,067	31%
<b>Total Revenue</b>	<b>4,889,342</b>	<b>1,922,757</b>	<b>39%</b>
Personal Services	3,273,480	1,723,037	53%
Materials and Services	1,183,618	833,435	70%
Capital Outlay	0	2,015	-%
Transfers	581,628	384,815	66%
<b>Total Expense</b>	<b>5,038,726</b>	<b>2,943,302</b>	<b>58%</b>
<b>Fund 240 Road Operating Fund:</b>			
Intergovernmental	1,800,100	1,137,299	63%
Investment Revenue	25,075	42,419	169%
Other Revenues	2,000	54,467	2,723%
<b>Total Revenue</b>	<b>1,827,175</b>	<b>1,234,185</b>	<b>68%</b>
Personal Services	373,970	250,358	67%
Materials and Services	586,851	320,519	55%
Debt Service	82,000	81,446	99%
Transfers	1,537,030	438,520	29%
<b>Total Expense</b>	<b>2,579,851</b>	<b>1,090,843</b>	<b>42%</b>

	Budget	Activity	% Used
<b>Fund 245 Road Maintenance Fund:</b>			
Charges for Services	1,899,000	1,299,658	68%
Investment Revenue	60,180	67,503	112%
<b>Total Revenue</b>	<b>1,959,180</b>	<b>1,367,161</b>	<b>70%</b>
Transfers	4,113,962	2,415,671	59%
<b>Total Expense</b>	<b>4,113,962</b>	<b>2,415,671</b>	<b>59%</b>
<b>Fund 260 Transit Fund:</b>			
Taxes	5,151,000	3,581,353	70%
Intergovernmental	4,217,893	1,220,115	29%
Charges for Services	185,000	114,286	62%
Investment Revenue	55,150	90,672	164%
Other Revenues	14,000	1,228	9%
<b>Total Revenue</b>	<b>9,623,043</b>	<b>5,007,653</b>	<b>52%</b>
Personal Services	4,146,860	2,416,844	58%
Materials and Services	2,902,150	1,813,940	63%
Capital Outlay	2,451,655	53,141	2%
Transfers	637,912	387,076	61%
<b>Total Expense</b>	<b>10,138,577</b>	<b>4,671,002</b>	<b>46%</b>
<b>Fund 310 Water Operating Fund:</b>			
Intergovernmental	0	50,000	-%
Charges for Services	9,217,000	6,668,928	72%
Fines	19,000	11,764	62%
Investment Revenue	270,810	273,148	101%
Other Revenues	195,550	208,050	106%
<b>Total Revenue</b>	<b>9,702,360</b>	<b>7,211,890</b>	<b>74%</b>
Personal Services	629,168	333,932	53%
Materials and Services	4,295,104	2,198,809	51%
Capital Outlay	679,000	0	-%
Debt Service	1,870,000	764,045	41%
Transfers	4,344,613	735,136	17%
<b>Total Expense</b>	<b>11,817,885</b>	<b>4,031,922</b>	<b>34%</b>
<b>Fund 320 Sewer Operating Fund:</b>			
Charges for Services	8,239,145	5,354,427	65%
Fines	0	27,738	-%
Investment Revenue	270,810	274,225	101%
Other Revenues	18,000	20,025	111%
Transfers	600,000	600,000	100%
<b>Total Revenue</b>	<b>9,127,955</b>	<b>6,276,415</b>	<b>69%</b>
Personal Services	402,546	198,593	49%
Materials and Services	3,574,439	1,945,529	54%
Capital Outlay	24,000	28,173	117%
Debt Service	3,000,000	509,131	17%
Transfers	4,162,436	423,502	10%
<b>Total Expense</b>	<b>11,163,421</b>	<b>3,104,928</b>	<b>28%</b>
<b>Fund 350 Street Lighting Fund:</b>			
Charges for Services	545,500	350,228	64%
Investment Revenue	25,075	26,394	105%
<b>Total Revenue</b>	<b>570,575</b>	<b>376,622</b>	<b>66%</b>
Materials and Services	373,843	200,891	54%
Transfers	430,103	13,528	3%
<b>Total Expense</b>	<b>803,946</b>	<b>214,419</b>	<b>27%</b>
<b>Fund 370 Storm Water Operating Fund:</b>			
Charges for Services	3,175,000	2,079,151	65%
Investment Revenue	50,150	42,748	85%
<b>Total Revenue</b>	<b>3,225,150</b>	<b>2,121,900</b>	<b>66%</b>
Personal Services	274,796	144,620	53%
Materials and Services	659,037	257,210	39%
Debt Service	508,000	507,827	100%
Transfers	4,040,765	1,244,932	31%
<b>Total Expense</b>	<b>5,482,598</b>	<b>2,154,590</b>	<b>39%</b>



*Wilsonville Public Library Foundation volunteers serve cake at the Library's birthday celebration on Feb. 13.*

## Manager's Report

February is a special month at the library. On February 13, we celebrated the library's 38th birthday with cake for the community, provided by the Wilsonville Friends of the Library, in addition to providing waivers of overdue fines for the day. February was also Food For Fines month, where patrons received a one dollar off overdue fines for each can or box of food they donated to the library.

The "Library of Things" (LoT) collection expanded with purchases of new items with funds from the Wilsonville Friends of the Library. Additions to the LoT include: a microscope, a musical keyboard, a radon detector, and a car road trip kit to entertain children.

Library management selected a vendor for new library furniture, pending approval from City Council at a future Council meeting.

The Wilsonville Road LED sign is awaiting final installation. Library and City staff are working on a policy about what kinds of community events will be listed on the sign.

The library's Strategic Planning process is moving forward. A steering committee has been assembled, which will guide the planning process. Stu Wilson of "Library Strategies" was chosen as the strategic planning consultant. Mr. Wilson will visit the library in March and meet with the steering committee, the core library team, and library staff. As part of the strategic planning process, a community survey will go live in March on the "Let's Talk Wilsonville" website.

Attached is the February edition of the library's newsletter, "Check Out," which lists programs and events at the library in February.

*-Pat Duke, Library Director*



# CHECK OUT!

Wilsonville Public Library news & events

8200 SW Wilsonville Road  
Wilsonville, OR 97070

Phone: 503-682-2744

Fax: 503-682-8685

E-mail:

info@wilsonvillelibrary.org

### Hours & Days of Operation

Mon.- Thurs.: 10am–8pm

Fri. - Sat.: 10am–6pm

Sun.: 1pm–6pm

**Library closed  
Monday, Feb. 17**

Find us online at:

[www.WilsonvilleLibrary.org](http://www.WilsonvilleLibrary.org)

**Facebook** (WilsonvilleLibrary)

**Twitter** (@wvlibrary)



Library Artist of  
the Month:

*Jeannie  
Brandstrom*

## Food for Fines in February

Reduce or eliminate library overdue fines by bringing in cans or boxes of food during the month of February.

Each can or box of unexpired food will be worth a one dollar credit on overdue fines, subject to the approval of library staff.

Please check expiration dates carefully! The food bank cannot accept or use expired food.

The food bank prefers donations of:

- Canned goods such as tuna, fruit, and hearty soups
- Cereal (hot or cold)
- Jelly or Jam (sorry we can't accept homemade)
- No ramen
- No damaged or expired food



[www.WilsonvilleLibrary.org](http://www.WilsonvilleLibrary.org)

## Library Birthday Celebration on February 13

We are celebrating the Library's 38<sup>th</sup> birthday on Thursday, February 13, with free cake for all from 11am–3pm.

We are also celebrating over eight years of partnership with Dolly Parton's Imagination Library.

As of December 2019, Dolly Parton's Imagination Library has given over 50,000 free classic



children's books to Wilsonville and Stafford children from ages birth

to five. Classic books include *The Little Engine That Could* and *The Tale of Peter Rabbit*.

Sign up for Imagination Library at our table display from 10 am–11:30 am that day, or at any time at the Circulation Desk.

For more information, visit:

[www.wplf.org](http://www.wplf.org)

February 2020

Check Out!

# Youth Programs

## Birth to Age 5

### Baby Time

**For ages 0-12 months**  
Rhymes, songs, and special bonding time with your baby.

Friday Mornings  
10:30 am–11:15 am  
(including playtime)  
Oak Room



### Did you know?

The library hosts monthly art exhibits by local artists on the Art Gallery wall by the public computers.

Past exhibits have included life-sized marionettes, sculptures, and numerous photography, watercolor, and oil exhibits.

### Toddler Time

**For ages 1 & 2**  
Stories, songs, and puppets with your toddler.

Tuesday mornings  
**TWO SESSIONS!**  
10:00 am–10:30 am  
11:00 am–11:30 am  
Oak Room

### Family Storytime

**For ages 3 and up**  
Bring the whole family for fun with books, including creative storytelling with songs, puppets, and props.

Tues. evenings: 6:30–7:00 pm  
Wed. mornings: 10:30–11:00 am  
Thurs. mornings: 10:30–11:00 am  
Oak Room

### Play Group

**For ages 0–6**  
Drop in anytime and let the kiddos play with a variety of toys, as well as socialize with the under-6 crowd.

Monday mornings  
10:00 am–11:30 am  
Oak Room  
*No Play Group 2/17*

## Grades K–5

### Science Zone

**For grades 3–5**  
Looking for something to do on Early Release Days? How about some science fun! Get hands-on with exciting science experiments.

**Wednesday, Feb. 19**  
1:30 pm–2:30 pm  
Oak Room



### LEGO Night

**For grades K-5**  
A fun night to construct, create, and imagine with Lego! Lego expert David Thornton from Canby Bricks & Minifigs will be available to provide cool tips.

**Wednesday, Feb. 19**  
6:30 pm–7:30 pm  
Oak Room



### K-2 Book Adventures

Classic stories, books, and authors with interactive story-telling, puppetry, and other fun activities.

**Thursday, Feb. 13**  
3:30 pm–4:15 pm  
Oak Room



# Teen Programs

## Grades 6–12

Join us for FREE movies, games, food, and more with monthly events just for 6<sup>th</sup>–12<sup>th</sup> graders.



**TEEN EVENT:**  
**AFTER SCHOOL ACTIVITIES**  
**VR & a Movie**  
**Wednesday, Feb. 5**  
**4:00 pm–6:00 pm**

Try the hottest virtual reality game, SuperHotVR! Movie TBD. In the Teen Area.

*For students in grades 6–12*

### TAB wants you!

The Teen Advisory Board (TAB) is made up of 6<sup>th</sup> through 12<sup>th</sup> graders like you who meet to:

- Hang out, eat, & have fun
- Help choose books, music, and movies for the library
- Plan events

If you're interested, send us an e-mail or call Brad at 503–570–1592, or just show up at our next meeting.

February 2020

### Teen E-mail List

Want to come to an event, but need a little reminder? Enter your email address at

[www.WilsonvilleLibrary.org/subscribe](http://www.WilsonvilleLibrary.org/subscribe)

to get added to our eNotify list.

Or become a Facebook friend of “Wilsonville Library” to get event updates!

# Adult Programs

## Classes & Lectures



**PROFILES:**  
**Toni Morrison**  
Looks at the life and writings of Toni Morrison, American novelist, essayist, book editor, and college professor.

**Sunday, Feb. 9**  
1:30 pm–3:00 pm  
Oak Room  
No Charge

**Civics Guide: Participation in Federal, State, County, and City Affairs**  
Our government is for, by and of the people, but how can we best participate in federal, state and local government affairs?

**Tuesday, Feb. 4**  
6:00 pm–8:00 pm  
Rose Room  
No Charge

**History Pub**  
Monthly programs focusing on Oregon's rich history.

**Tuesday, Feb. 25**  
6:30 pm–8:00 pm  
Wilsonville McMenamins  
Doors open at 5 pm  
No Charge

## Clubs & Groups



**Book Club**  
New members welcome!  
February title TBA.

**Thursday, Feb. 27**  
6:00 pm–8:00 pm  
No charge



**English class**  
Learn English for free at the library. All levels welcome.

**Thursday mornings**  
11:00 am–12:30 pm  
No charge

**English Conversation Group**  
Practice your English! This group is free and everyone is welcome.

**Monday evenings**  
6:00 pm–7:30 pm  
No charge

## Entertainment



**First Friday Films**  
Watch the latest releases, free on our big screen. Snacks available or bring your own.

**Friday, Feb. 7**  
6:00 pm–8:00 pm  
Oak Room  
No charge



**Book Notes Concert**  
Monthly live music in the library stacks on the 2nd Saturday of the month.

**Carolee & Romeo**  
American Folk music influenced by Joni Mitchell, Neil Young, and Eva Cassidy.

**Saturday, Feb. 8**  
2:00 pm–3:00 pm  
No Charge

**Great Books Discussion Group**  
Discussion of the great Western classic books.  
Plutarch: The Lives of the Noble Grecians & Romans (Lycurgus, Numa, Alexander, Caesar)

**Tuesday, Feb. 11**  
6:00 pm–8:00 pm  
No charge

**Free Tax Help**  
Experienced tax preparers can answer your questions and help you fill out your tax forms on Saturdays, from February 8 through April 11, 10 am–2 pm.  
Please bring all of your 2019 necessary documentation and your 2018 tax records.

**Free Tax Help**  
Saturdays  
10 am–2 pm  
February 8–April 11



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
 <h1>FOOD FOR FINES</h1> <h2>ALL FEBRUARY</h2> <p>1 CAN = \$1 OFF OVERDUE FINES</p> <p>PLEASE BRING YOUR DONATIONS TO THE CIRCULATION DESK</p> <p><b>PROGRAM TYPE</b></p> <ul style="list-style-type: none"> <li>● Children</li> <li>● Teen</li> <li>● Adult</li> </ul>						1
2	<ul style="list-style-type: none"> <li>● Playgroup 10-11:30 am</li> <li>● English Conversation Group 6-7:30 pm</li> </ul>	<ul style="list-style-type: none"> <li>● Toddler Time 10-10:30 am 11-11:30 am</li> <li>● Civics Guide: Participation in Federal, State, County and City Affairs 6-8 pm</li> <li>● Family Storytime 6:30-7 pm</li> </ul>	<ul style="list-style-type: none"> <li>● Family Storytime 10:30-11 am</li> <li>● Teen After school activity Virtual Reality and a Movie 4-6pm</li> </ul>	<ul style="list-style-type: none"> <li>● Family Storytime 10:30-11 am</li> <li>● Free ESL English Class 11-12:30 pm</li> </ul>	<ul style="list-style-type: none"> <li>● Baby Time 10:30-11:15 am</li> <li>● First Friday Films Harriet PG-13 (2019) 6-8 pm</li> </ul>	<ul style="list-style-type: none"> <li>● Booknotes Concert Series Carolee &amp; Romeo 2-3 pm</li> <li>● Free Tax Help 10 am-2 pm</li> </ul>
<ul style="list-style-type: none"> <li>● Profiles: Toni Morrison Presented by Dr. Bill Thierfelder 1:30-3 pm</li> </ul>	<ul style="list-style-type: none"> <li>● Playgroup 10-11:30 am</li> <li>● English Conversation Group 6-7:30 pm</li> </ul>	<ul style="list-style-type: none"> <li>● Toddler Time 10-10:30 am 11-11:30 am</li> <li>● Great Books Discussion Group Plutarch: The Lives of the Noble Grecians &amp; Romans 6-8 pm</li> <li>● Family Storytime 6:30-7 pm</li> </ul>	<ul style="list-style-type: none"> <li>● Family Storytime 10:30-11 am</li> </ul>	<ul style="list-style-type: none"> <li>♥ Library Birthday Celebration</li> <li>● Family Storytime 10:30-11 am</li> <li>● Free ESL English Class 11-12:30 pm</li> <li>● K-2 Book Adventures Silly Stories 3:30-4:15 pm</li> </ul>	<ul style="list-style-type: none"> <li>● Baby Time 10:30-11:15 am</li> </ul>	<ul style="list-style-type: none"> <li>● Free Tax Help 10 am-2 pm</li> </ul>
16	 <p>LIBRARY CLOSED Presidents' Day</p>	<ul style="list-style-type: none"> <li>● Toddler Time 10-10:30 am 11-11:30 am</li> <li>● Family Storytime 6:30-7 pm</li> </ul>	<ul style="list-style-type: none"> <li>● Family Storytime 10:30-11 am</li> <li>● Science Zone Super Straw Structures! 1:30-2:30 pm</li> <li>● Teen After school activity 4-6pm</li> <li>● Lego Night 6:30-7:30 pm</li> </ul>	<ul style="list-style-type: none"> <li>● Family Storytime 10:30-11 am</li> <li>● Free ESL English Class 11-12:30 pm</li> </ul>	<ul style="list-style-type: none"> <li>● Baby Time 10:30-11:15 am</li> </ul>	<ul style="list-style-type: none"> <li>● Free Tax Help 10 am-2 pm</li> </ul>
23	<ul style="list-style-type: none"> <li>● Playgroup 10-11:30 am</li> <li>● English Conversation Group 6-7:30 pm</li> </ul>	<ul style="list-style-type: none"> <li>● Toddler Time 10-10:30 am 11-11:30 am</li> <li>● Family Storytime 6:30-7 pm</li> <li>● History Pub Clash of the Ash: Hurling in the Pacific Northwest 6:30 pm Doors open at 5 pm</li> </ul>	<ul style="list-style-type: none"> <li>● Family Storytime 10:30-11 am</li> </ul>	<ul style="list-style-type: none"> <li>● Family Storytime 10:30-11 am</li> <li>● Free ESL English Class 11-12:30 pm</li> <li>● Book Club TBA 6-8 pm</li> </ul>	<ul style="list-style-type: none"> <li>● Baby Time 10:30-11:15 am</li> </ul>	<ul style="list-style-type: none"> <li>● Free Tax Help 10 am-2 pm</li> </ul>

# FEBRUARY



# February 2020 Monthly Report



## From the Directors Desk:

This month I would like to recognize all that is offered at our Community Center overseen by the Parks and Recreation Manager Brian Stevenson. I truly believe this is one of the often overlooked and yet vital pieces of Wilsonville. Just last year, this facility and staff were responsible for preparing (on-site) over 17,000 meals. Spilt almost evenly between patrons and home delivered meals. It's an amazing program that provides food to many that, at times may not have other means.

Parks and Recreation offers wellness programs at the Community Center taught by Brad Moore. Brad is an American College of Sports Medicine Certified Personal Trainer and Certified Health and Wellness Coach. Brad offers courses such as Healthy Bones and Balance, Community Center Wellness Packages, Weight Loss Support Groups and much more.

Sadie Wallenberg, the Community Center's Information and Referral Specialist provides assistance to older adults 60+ and to disabled adults and their families in connecting with local and community resources in Clackamas County. Sadie provides services such as energy assistance, legal aid, food, case management, support groups, transportation and help with Medicare/Medicaid.

Come visit the Community Center where you will be welcomed by our excellent Administrative Assistants Brenda Howe and Brittany Hernandez. So many important services are provided from this great staff. Rentable Shelters are available on first come first served basis beginning on Monday, March 9. In April look for many events and activities including Community Garden Sign-Up on Thursday, April 2, Community Egg Hunt on Saturday, April 11 and W.E.R.K. Day on Saturday, April 25. Spring is just around the corner so get out and enjoy the amazing parks in Wilsonville. Nature can give you inspiration every day.

*-Mike McCarty*



### **Daddy Daughter Dance– Another Successful year!**

The annual Daddy Daughter Dance was held on Friday, February 28 at the Community Center. A total of 148 participants were in attendance. The event featured a photo booth, prize giveaways, snacks, beverages, and a live DJ. This years theme was “Masquerade Ball”. The age of the daughters in attendance ranged from two-and-a-half years old to 14 years old. Many of the daddy daughter duos have been attending the event for several years in a row and consider it a very special evening together.

### **Korean War Memorial Foundation of Oregon:**

Council approved an agreement with the Korean War Memorial Foundation of Oregon (KWMFO) to establish a new Korean War Interpretive Center within a 350-square-foot area inside the City’s Parks and Recreation Administration Building. The KWMFO is funding the design and construction of the display that will include artifacts and Korean War history; upon completion, the exhibit is being donated to the City to operate and maintain.

### **Upcoming Classes:**

**Oil Painting “Golden Morning Mist”**— Tues. March 3, 5:30—9:00 pm at the Parks and Rec. Admin Building, Cost: \$50

**Healthy Bones and Balance**— Wed. March 11, 8:30—9:30 am at the Community Center, Cost: \$59

**Spring Equinox Yoga Workshop**— Sat. March 21, 2:00—3:30 pm at the Community Center, Cost: \$15

**Junior Science Explorers Spring Break Camp**— Mon.—Fri. March 23-27, 9:00 am—12:00 pm, at the Tauchman House, Cost: \$250

**Essential Oils for Better Health**— Tues. April 21, 6:00—8:00 pm at the Community Center, Cost: \$10



### Task Force Update:

The Parks Bond Task Force met twice in February to continue efforts to prioritize park projects for potential inclusion in the upcoming Parks Bond. The group underwent a prioritization exercise that split the group into small committees to create their preferred project list. The small groups then had to present their ideas to the larger task force. Their goal is to have an official unified recommendation completed for council at their March 10 task force meeting.

### Board Updates:

**Parks & Rec. Board:** The Board met on February 6 to continue to discuss goals for the year. Topics included sponsorship recruitment and inclusive parks and activities. The board also discussed the potential of having a teen board member to help bring teen wants/needs/concerns to the forefront.

**Wilsonville Community Seniors Inc.:** The Board recapped their Emergency Preparedness Workshop and has decided they will offer a second workshop at a later date. A wish list of potential programs and classes was shared with Parks and Rec staff for potential inclusion in the Summer Activity Guide.

### Upcoming Events:

**Community Garden Sign Up Day**—Thursday, April 2 Parks and Rec. Admin. Building, 8:00 am

**Community Egg Hunt**—Saturday, April 11 Memorial Park, 10:00 am

**WERK Day**—Saturday, April 25, Wilsonville Community Center, 9:00 am

### Parks Maintenance Updates:

- Planted trees at Courtside Park
- Planted trees at Memorial Park Dog Park
- Paved sections around Community Garden Bridge
- Poured gravel pads and Memorial Park Dog Park
- Installed new landscaping at Stein Boozier Barn
- Cleared walkways at Courtside Park

### Parks Maintenance Updates:











## From The Director's Office:

In February, I participated in two - information packed- days learning about Infrastructure Asset Management (AM). The curriculum covered: AM Policy; Strategies and Plans; the Asset Management System; Asset Related Risk; AM Life Cycle; Asset Information; and Financial and Business Impacts.

Per International Organization for Standardization (ISO) 55000, "Asset Management involves the balancing of costs, opportunities, and risks against the desired performance of assets, to achieve the organizational objectives."

There are many benefits to implementing Asset Management including but not limited to informed asset investment decisions, managing risk, improved customer service, and improved efficiency and effectiveness.

Successful implementation of Asset Management requires the involvement of many departments within the City – management, finance, technology, planning, engineering, and operations and maintenance.



**Asset Management Program Line of Sight**

Fortified with the information I learned at the training and the help of a consultant, I am excited about developing a more formal Asset Management System for the City. This work would include the development of a Strategic Asset Management Plan (SAMP) which is a planning tool that clarifies intentions, priorities and certain practices the City could adopt. It takes a long-term view and considers the combination of organization needs, stakeholder expectations, and realities of existing assets and asset management capabilities. From the SAMP specific Asset Management Plan could be created to specify the activities, resources and timescales required for individual or groups of assets, to achieve the City's asset management objectives. This work will provide rationale for asset management activities incorporation operations and maintenance plans, capital investment plans, and financial and resources plans.

I will provide updates as the Asset Management System work progresses.

**Best Regards,**  
**Delora Kerber**  
**Public Works Director**

## Public Works Administration

### Welcome Aboard, Congratulations and Farewell !

#### Welcome Aboard Courtney and Saul!

Two new staff members have joined the Public Works team this month. Courtney Burdick joined the Roads and Stormwater Division as a Roads Maintenance Specialist. Courtney previously worked in Parks and Recreation for the last few years.

The Facilities Maintenance Division welcomed Saul Estrada to the team to fill the vacant Janitor position. Saul previously worked for the City's transit division and has made the transition to the Public Works Department.

#### Congratulations Ian and Kyle!

The month of February has brought some change to the Public Works Department. Ian Eglitis was able to obtain his Level III Water Distribution Certification. To qualify to take a Level III exam, the candidate must have a combination of six years of education and experience, of which at least 18 months must be in the capacity of operational decision-making. With this additional certification, Ian will not only supervise the Utilities Division of Public Works, but he will become the Direct Responsible Charge (DRC) for the overall water distribution system. The DRC is the designated operator responsible for the day-to-day operations of the distribution system in the eyes of the Oregon Health Authority.

Utility Maintenance Technician Kyle Bean passed the Oregon DEQ Level 2 wastewater collections exam this month. Eligibility to take the exam is based upon years of operational experience and education.

#### Farewell to Ralph Thorpe

After almost eighteen years of service with the City, the Public Works Department bids farewell to Roads Maintenance Specialist Ralph Thorp with the Roads and Stormwater Division. During his tenure, Ralph served as the City's only Certified Arborist and helped advance the roads maintenance program to where it is today. He provided insight and expertise to various departments on forestry related issues and even took the lead on the wonderful holiday tree decorations at the intersection of Boones Ferry and Wilsonville Road. While we congratulate Ralph on his retirement, his input and helpfulness will be greatly missed.



## Industrial Pretreatment

### SwiftComply

Since the late 1980's, municipalities began requiring food establishments to conduct inspections and "self cleaning" of their grease traps as part of the inception of what we know refer to as Fats, Oils, Grease (FOG) programs. Despite these inspections, heavy grease continued to enter municipal treatment plants, and it was found that "self-cleaning" often entailed dumping grease down toilets or simply running hot water to run grease down the drain. FOG entering the collections system is problematic because it solidifies, reduces conveyance capacity, and blocks flow—without a properly functioning treatment plant there is risk for sanitary sewer overflows which cause public health and water quality problems.



In 2004 the City of Wilsonville implemented its FOG control program to help mitigate this issue, and the city no longer allows self-cleaning. However, as the city continues to grow, the capacity to maintain this program has weakened. With roughly 100 food establishments and the possibility for more, the need to streamline the FOG program is being addressed through a database software called SwiftComply.



The current program involves a huge amount of administrative time to maintain and lacks any data analytics to track improvement and areas of high concern. Currently, an excel spreadsheet is used to track cleaning schedules and compliance. Any and all information is emailed to the Pretreatment Coordinator to sift through, cross-reference, and maintain.

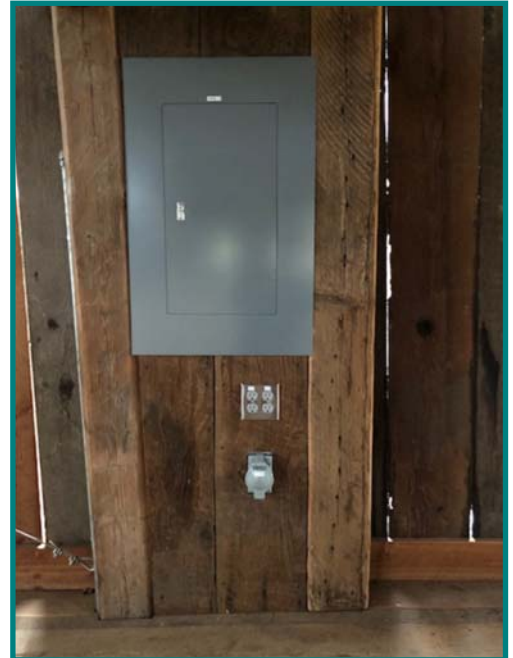
Pump-out reports are submitted by restaurants indicating that they have contracted the cleaning of their grease traps and the proper disposal of the waste, are kept in a large file under each food establishment's folder. Inspections were necessary and frequent. Moving forward, SwiftComply will keep track of cleaning schedules for grease removal devices (GRDs), keep record of pump-outs including the volume of FOG removed, and compliance. Through this online platform, FOG companies that service GRDs can easily submit pump-out reports, upload photos of the GRD, and food establishments can track their compliance. The implementation of this data management system will reduce the amount of time spent on the FOG program and allow for better focus on regulating industrial discharge, educating the public on how they can do their part in protecting water quality, and improving the program to better protect water treatment infrastructure.

## Facilities

### A “Powerful” Wedding

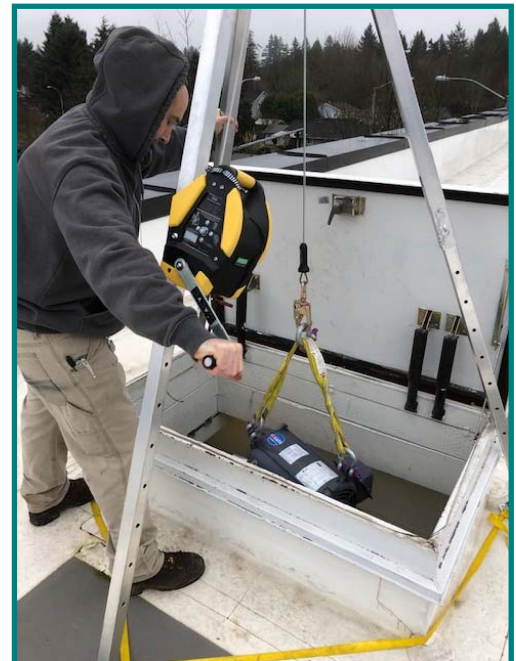
The Stein-Boozier Barn has become a popular venue for weddings, receptions, and parties. Though the majority of comments are overwhelmingly positive, one complaint continued to come up from time to time. NO POWER. That’s right, often time the Park Maintenance staff was notified of a sudden loss of power. When such calls would come in the Parks staff would have to drop what they were doing and rush to the barn in hopes of rectifying the situation. The majority of these issues were a direct cause of circuit overload, also known as plugging too many devices into the electrical system. These issues would require Parks staff to enter through a locked access way under the barn, enter a partially buried equipment room, locate the tripped breaker, and advise the users of what devices shouldn’t be operated at the same time in order to prevent the breaker from tripping again.

After a little investigating and coordination between the Parks Department and the Facilities Division Staff, it was decided to work with an electrical contractor to upsize the existing service wire and add an additional breaker panel to the interior of the barn. Being sensitive to the rustic feel of the barn, Facility staff members Javid Yamin, Robert Todd, and Matt Baker utilized a local wood salvage supplier to obtain a one by twelve Douglas Fir panel and a large post from the same time period as the barn. With the materials in hand, facility staff constructed an enclosure that supplied a solid mounting surface for the panel and added outlets while concealing all of the conduit runs extending through the floor. Crews still plan on painting the cover of the panel to better match the barn décor. With this addition, renters should have plenty of power to run sound equipment, crock pots, roaster pans, and much more.



### The Right Tool for the Job

Javid Yamin and Robert Todd work safely to remove the 25 horsepower motor from the rooftop of City Hall. The motor belonged to the 75 ton HVAC unit that supplies all of the office areas on both floors of City Hall. The motor was replaced earlier in the year when the bearing of the original motor began to fail. When hoisting the new motor up to the new roof it was obvious that the weight of the motor was at the maximum lifting capacity of our existing winch. With the concerns that the old motor was slightly heavier than the new motor, it was decided to purchase a heavier duty working winch for the removal of the old motor. The new winch handled the motor with ease and should come in handy this spring when pulling a couple of the water feature motors from the equipment vaults for servicing.



## Roads and Storm Water

### Boones Ferry Road Shoulder Work

The rainy season brings on many issues for the Division with road shoulders being just one them. When the Stormwater crew wasn't clearing storm lines of roots or cleaning the normal catch basin, they were able to team up with the Roads crew to complete some shoulder work on Boones Ferry Road and sections of Old Town.

### Catch Basin Raising

During this teamwork with the Roads crew, they raised a catch basin lid eight inches as it was a road hazard for vehicles and cyclists. Staff also paved around three catch basin inlets; one on Boones Ferry Road in Old Town and two more on Brown Road. This will help create a better path for the water along the roadway to enter the stormwater system without the added dirt and sediment, adding gravel to the surroundings brings it in to an inlet. It also greatly prevents the accumulation of water on the roadway, which in turn provides a much safer road for travelers.

### Beaver Deceiver Maintenance

This last summer the Stormwater crew installed two Beaver Deceivers in Coffee Creek as the two dams were causing the water to raise and back ill the storm system preventing any maintenance from occurring. As of now these two systems have been working great and the beavers have adapted to the new water levels. With these new devices in place, they now require maintenance two to three times a year to remove debris that has built up on the inlet fence.

Before



After



## Roads & Storm Water

### Roads

#### Potholes, Potholes Everywhere !

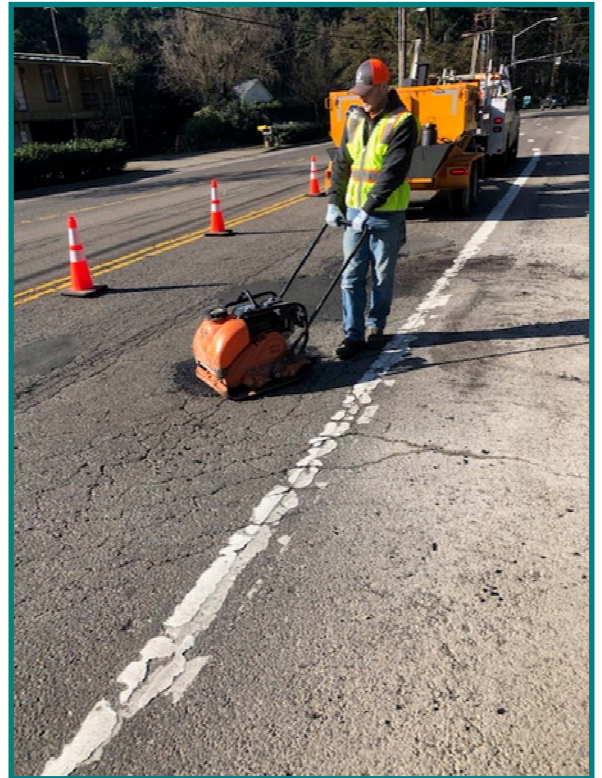
The Roads Division we had very busy month of shoulder work, pothole repairs, paving, and spill response's. They completed major shoulder work along both Boones Ferry in Old Town and Brown Rd . The team was able to lay down over a 100 tons of recycled asphalt material in just a few days. The recycled asphalt material placed was chosen due to its decreased cost and greater compaction potential over traditional rock or gravel. The compaction will allow the material to adhere to itself and last longer than the rock alternative. What is even more impressive is that this recycled material cost  $\frac{2}{3}$  less than the  $\frac{3}{4}$  minus gravel.

While performing all their normal duties, the Roads Division also received two spill response calls that they responded to and spread absorbent along the road way to absorb the fuel that had been spilt. They also laid out absorbent booms before all the nearby catch basins, and inspected the nearby stormwater outfalls to make sure that there was no signs of fuel reaching the local water ways.

During February, the Division also addressed multiple pothole repairs throughout the City including, Day Road, Burns Way, Sacagawea Way and others.

The Division also worked with Zoe Monahan, of the City Manager's Office, to complete the beauty and the bridge interpretive panel project. Councilor Charlotte Lehan and the City Manager's office worked with a consultant to create the interpret signage along the I-5 Underpass tile mural. These signs, funded by Wilsonville—Metro Community Enhancement funds, depict some of Wilsonville's rich history and others provide information on the art that is on the tiles under the bridge.

#### Day Road repairs



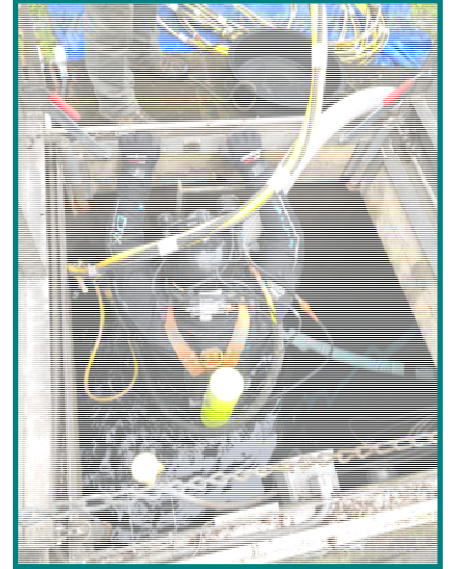
#### Interpretive Sign Installation



## Utilities

### Water Distribution Reservoir Cleaning

This month the water crew worked with a contractor to have all four of the distribution system reservoirs internally cleaned and inspected. Over the years iron and manganese settles out on the bottom of the reservoirs and needs to be removed. The work involves a very specialized dive team entering the reservoir with a vacuum that sucks up the layer of material that has settled out on the bottom of the tanks. After cleaning the tank the diver does a full video inspection of the inside of the tank and rates the level of corrosion for all of the components within the reservoir.



### Water Distribution Air Relief Valves

Another critical component of the water distribution system are the Air Relief Valves (ARV). As we treat and pump the drinking water throughout the system, microscopic bubbles of air introduced into the system. These air bubbles eventually accumulate into larger bubbles at the high points of the system. The ARV's allow the trapped air to be released from the system in a controlled manner rather than finding their way into homes and causing problems. The water crew completed their annual air relief inspection program which entails checking all of the air relief valves in the system to ensure that they are functioning properly and not leaking. This maintenance also decreases air release in homes as well as reducing wear and tear on our large industrial pumps.

### Sewer Cleaning

The Sewer Crew has been hard at work cleaning some large sewer lines on the north end of town near Ridder Rd. and 95<sup>th</sup>. Cleaning big lines is a time consuming process as it requires the use of a "floor nozzle", which is a very heavy nozzle that puts out a large amount of water very quickly. The use of this type of nozzle requires frequent refilling of the truck with water. Big lines also typically require multiple passes of the nozzle in order to thoroughly clean the pipe.

# City of Wilsonville Police

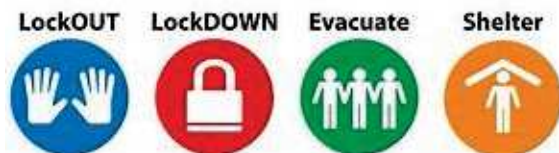


During the early morning hours of **January 11**, we recovered a stolen vehicle. The owner had reported the theft of his orange 2017 Porsche Cayman 2 to Eugene Police during late December 2019. The driver and her husband, April and Thomas Evernden, were transported for medical attention. Their dog, a pitbull, was taken to Clackamas County Dog Control.



**Wilsonville High School** underwent a temporary lockout after an altercation on campus between a former student and current student. The former student fled and lockout was initiated to keep him from being able to return. He was contacted and taken into custody a short time later. No one was seriously injured and peace was restored.

An excellent resource for more information about lockouts vs lockdowns, and other situations schools face is <https://iloveguys.org/srp.html>. Check it out.



**January brought slick roads and cold weather.** Wilsonville residents, along with the commercial population, gave themselves extra time to get around, slowed down, and were prepared.

## #YellowMeansStop

**Before they were red, they were yellow.** Stops signs first appeared in 1915 and were yellow for nearly 30 years.

On January 22, a dark, rainy night, our night officers kept an eye out for drivers running red lights. We saw good judgement exercised.





WILSONVILLE  
MONTHLY ACTIVITY REPORT  
JANUARY 2020



CITY OF WILSONVILLE POLICE DEPARTMENT  
30000 SW Town Center Loop  
Wilsonville, OR 97070

In Partnership with



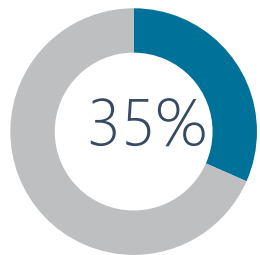
**Clackamas County  
Sheriff's Office**

# LE Calls for Service in the City of Wilsonville – Totals & Median Response Times

January 2020

Dispatched Calls

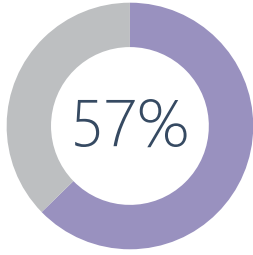
460



14.8

Self-Initiated

734

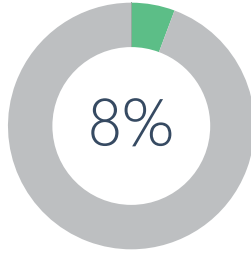


23.7

Daily Average Calls

Follow-Ups

102



3.3

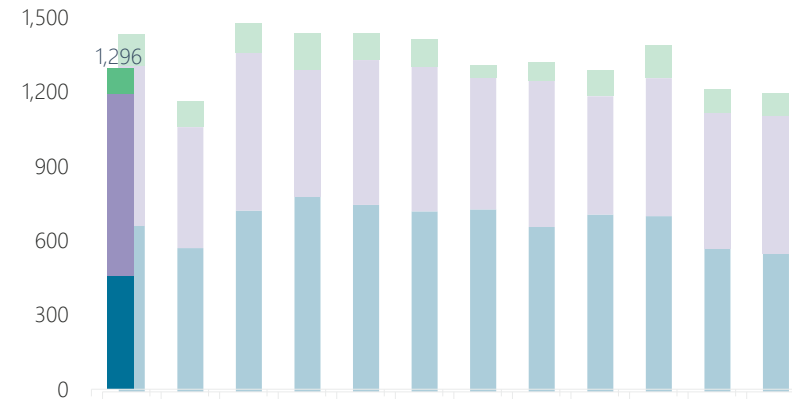
Median Response Times

Input to Dispatch (Hold Duration)  
Dispatch to Arrival (Response Duration)

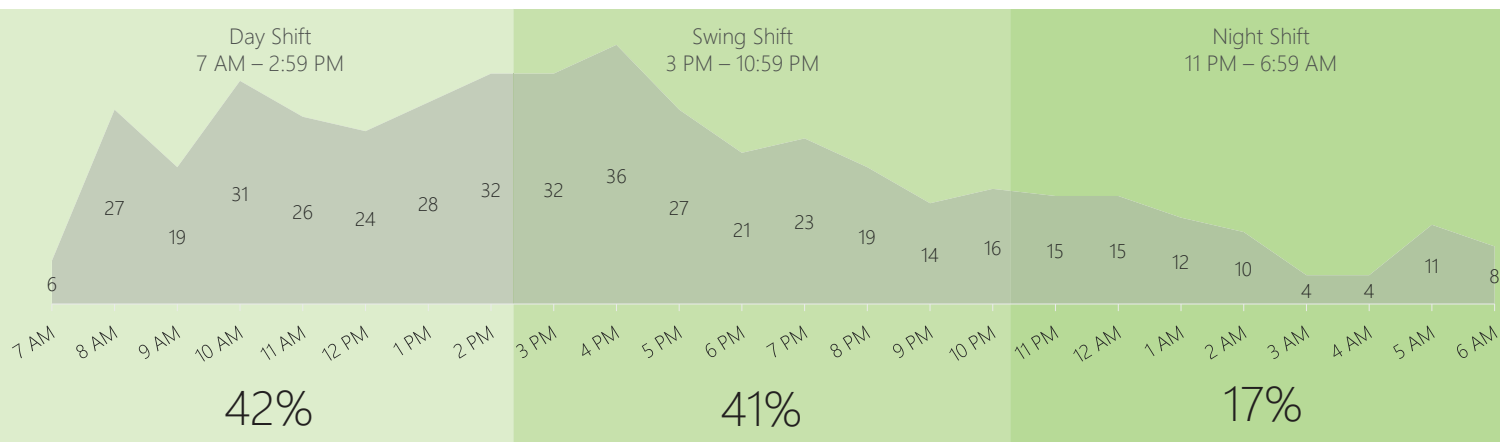
All Calls  
1:20  
6:35

Priority 1 & 2 Calls  
:47  
5:37

Call Totals by Month

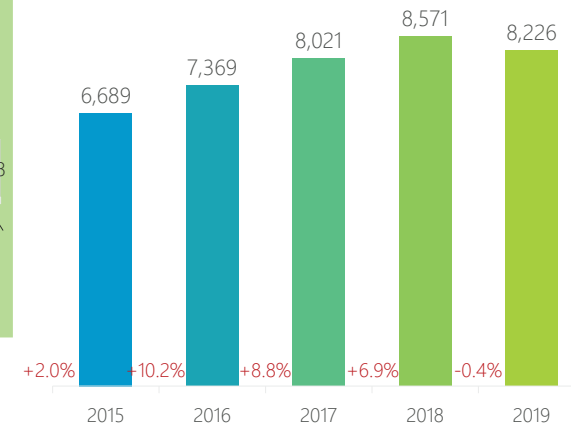


2019 faded, 2020 solid

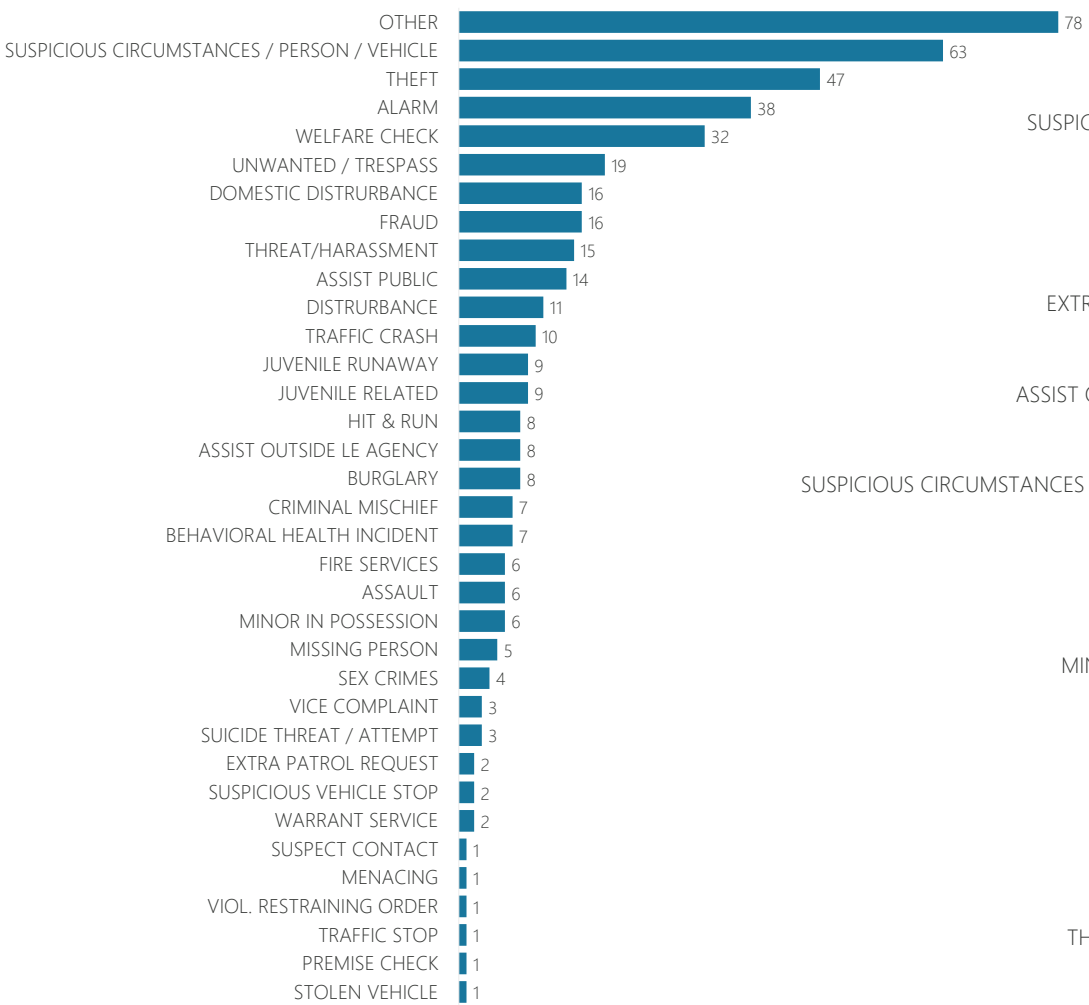


Dispatched Calls for Service Breakdown by Hour of Day & Shift Time Groupings  
(not actual breakdown of Happy Valley PD schedules)

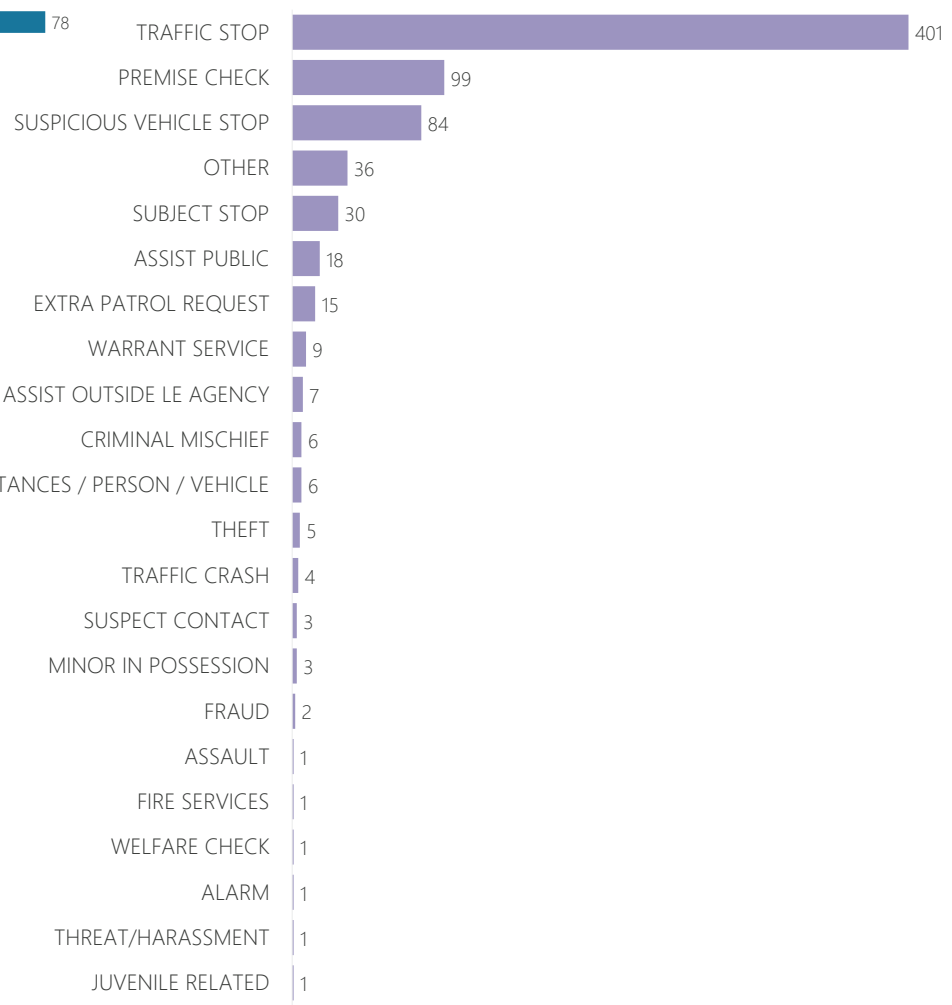
A Historical Look at Total Dispatched Calls by Year



Dispatched Call Types



Self-Initiated Call Types



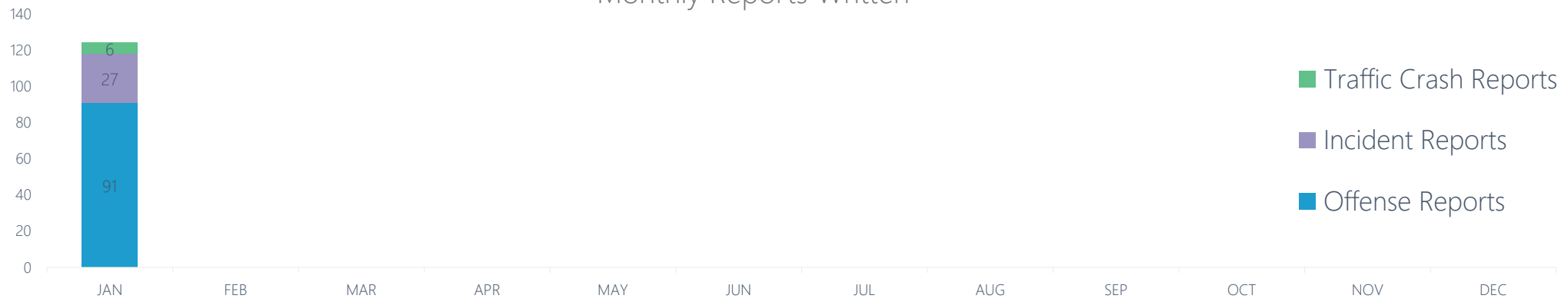
DISPATCHED CALL TYPE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020 Live Trend Line
ALARM	38												
ASSAULT	6												
ASSIST OUTSIDE LE AGENCY	8												
ASSIST PUBLIC	14												
BEHAVIORAL HEALTH INCIDENT	7												
BURGLARY	8												
CRIMINAL MISCHIEF	7												
DISTRURBANCE	11												
DOMESTIC DISTRURBANCE	16												
EXTRA PATROL REQUEST	2												
FIRE SERVICES	6												
FRAUD	16												
HIT & RUN	8												
JUVENILE RELATED	9												
JUVENILE RUNAWAY	9												
MENACING	1												
MINOR IN POSSESSION	6												
MISSING PERSON	5												
OTHER	78												
PREMISE CHECK	1												
SEX CRIMES	4												
STOLEN VEHICLE	1												
SUICIDE THREAT / ATTEMPT	3												
SUSPECT CONTACT	1												
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	63												
SUSPICIOUS VEHICLE STOP	2												
THEFT	47												
THREAT/HARASSMENT	15												
TRAFFIC CRASH	10												
TRAFFIC STOP	1												
UNWANTED / TRESPASS	19												
VICE COMPLAINT	3												
VIOL. RESTRAINING ORDER	1												
WARRANT SERVICE	2												
WELFARE CHECK	32												

Live trend lines for each call type will present in this column after February data is added, and continue to lengthen each month thereafter.

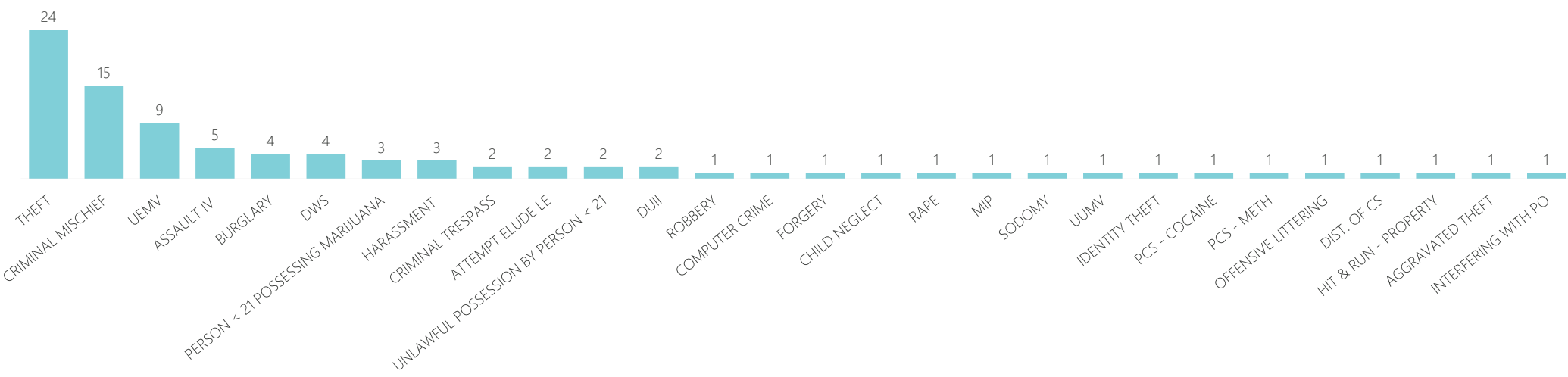
DISPATCHED CALL TYPE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020 Live Trend Line
ALARM	1												
ASSAULT	1												
ASSIST OUTSIDE LE AGENCY	7												
ASSIST PUBLIC	18												
CRIMINAL MISCHIEF	6												
EXTRA PATROL REQUEST	15												
FIRE SERVICES	1												
FRAUD	2												
JUVENILE RELATED	1												
MINOR IN POSSESSION	3												
OTHER	36												
PREMISE CHECK	99												
SUBJECT STOP	30												
SUSPECT CONTACT	3												
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	6												
SUSPICIOUS VEHICLE STOP	84												
THEFT	5												
THREAT/HARASSMENT	1												
TRAFFIC CRASH	4												
TRAFFIC STOP	401												
WARRANT SERVICE	9												
WELFARE CHECK	1												

Live trend lines for each call type will present in this column after February data is added, and continue to lengthen each month thereafter.

Monthly Reports Written



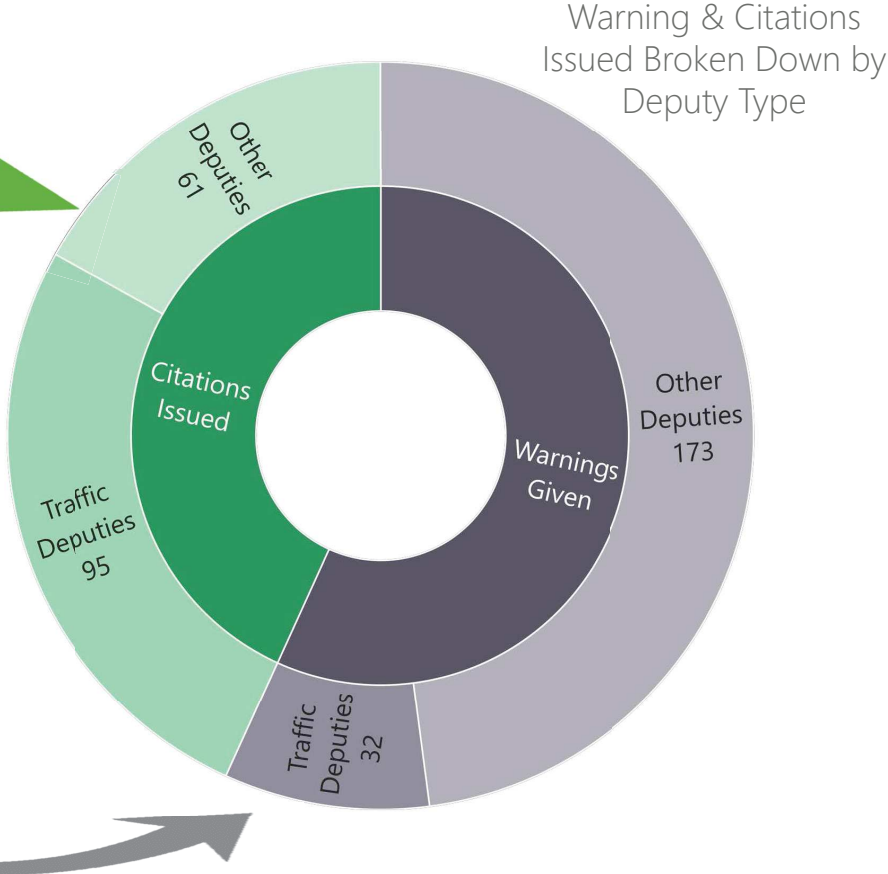
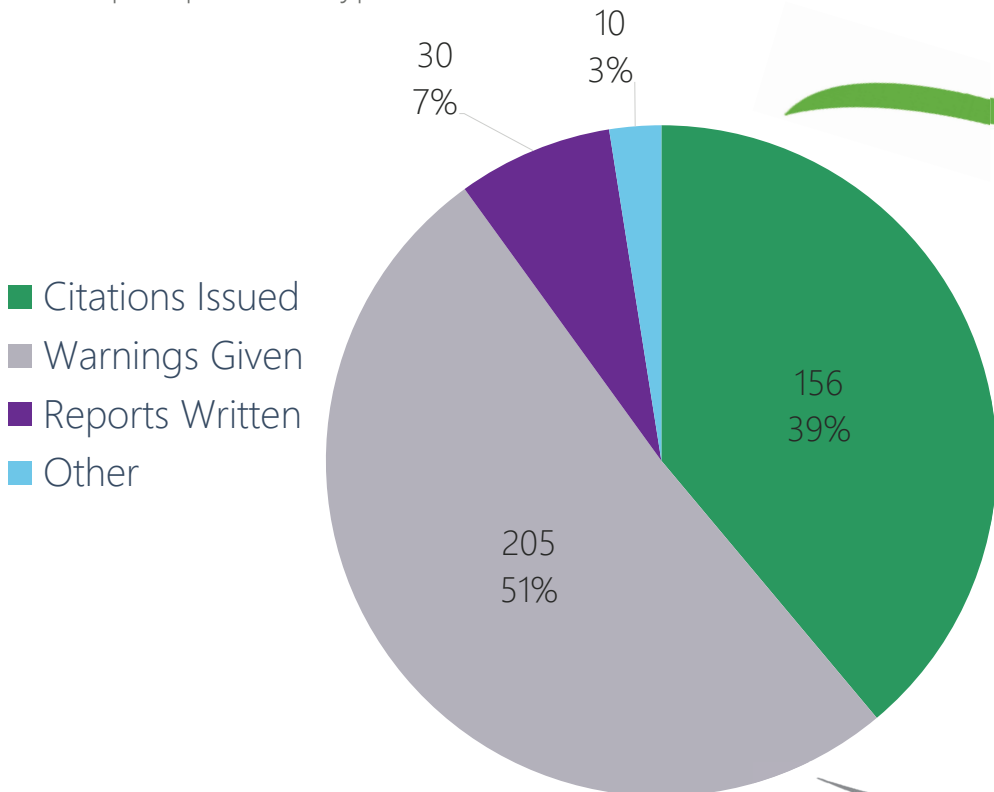
January Offense Reports Written Breakdown by Top Charge



### Traffic Stop Dispositions

In January 2020, **401** traffic stops were made within the city limits, resulting in **156** citations issued, **205** warnings given, and **30** offense/incident reports created. Of the 156 citations issued, 345 charges were included (see next slide).

### Traffic Stop Dispositions Types

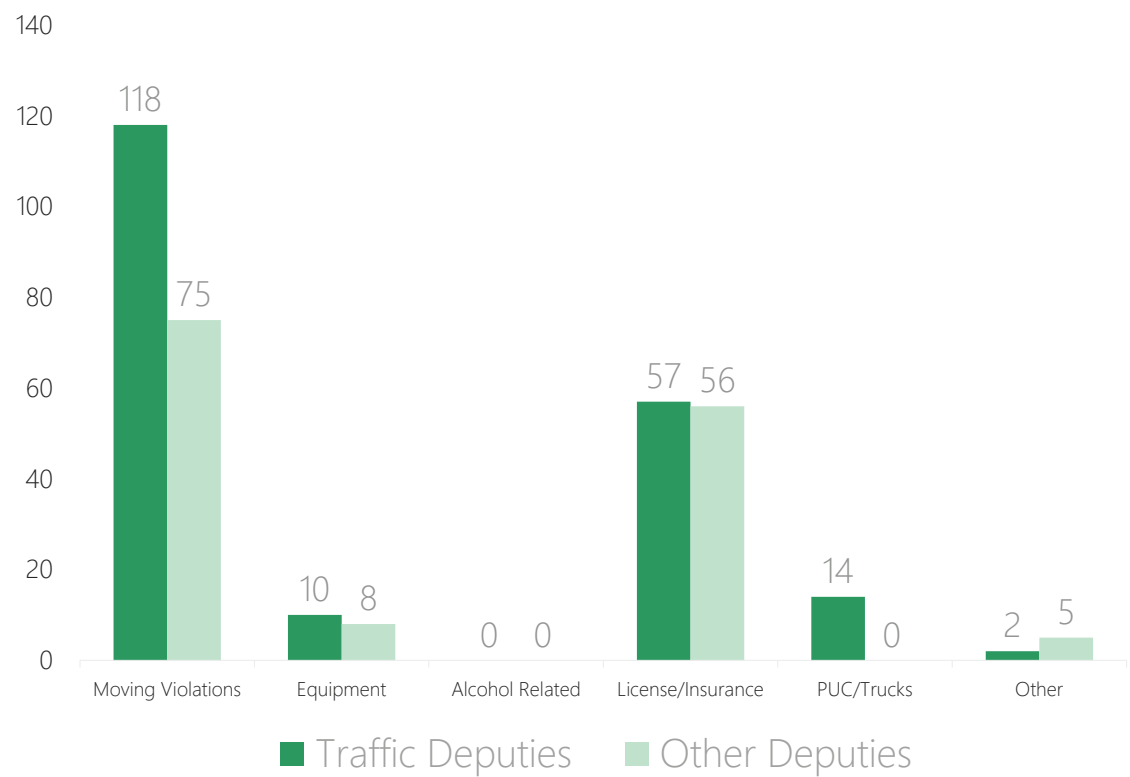


# Traffic Enforcement in the City of Wilsonville

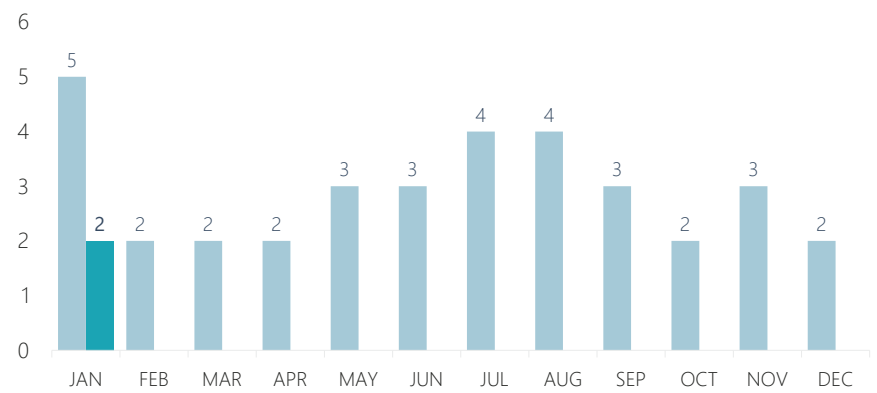
January 2020

## Citation Types Issued:

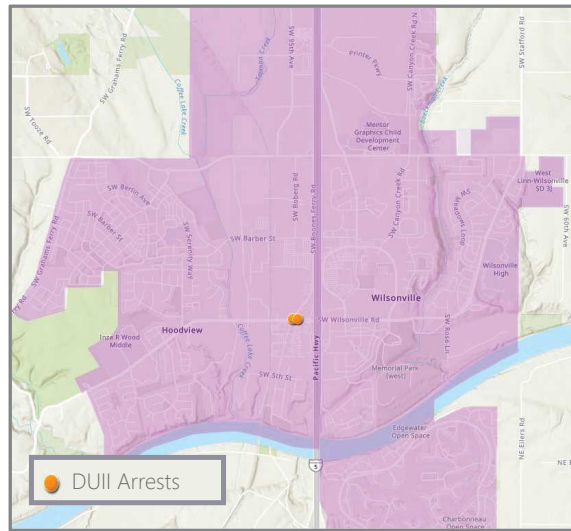
Of the 156 citations issued, 345 charges were included in the following types:



## DUII Arrests:



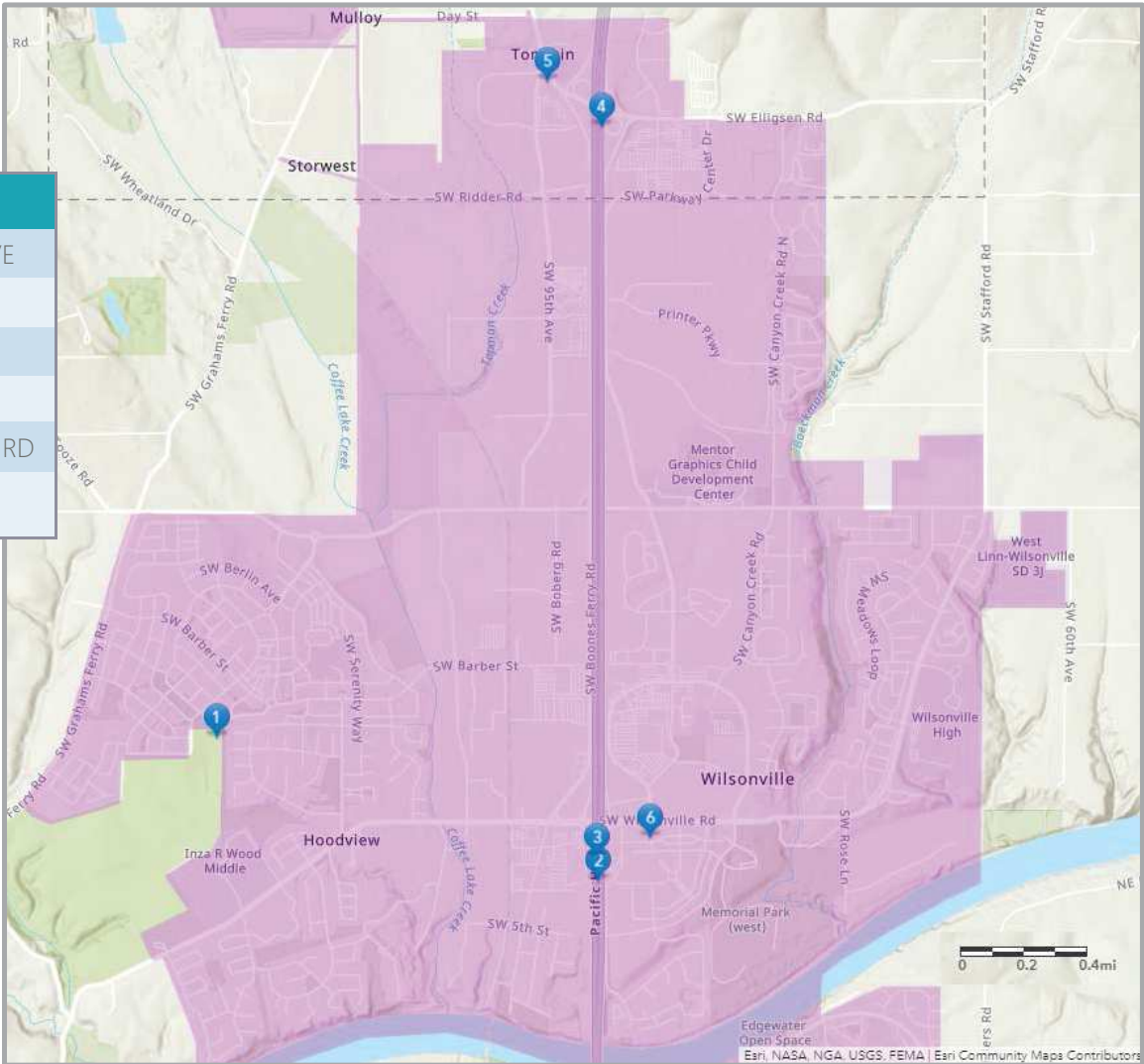
2019 faded, 2020 solid



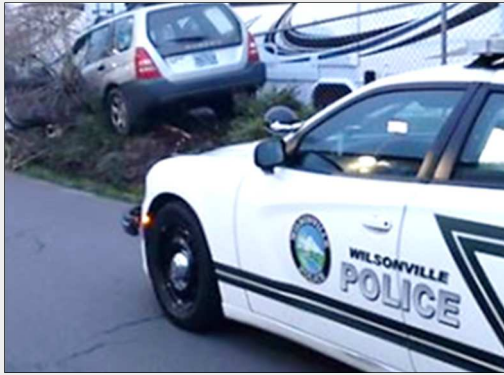


Map of Traffic Crash Reports

Map #	Case #	Date	Address
1	<a href="#">20-000127</a>	Jan 2	SW COSTA CIRCLE W / SW PARIS AVE
2	<a href="#">20-000294</a>	Jan 4	SW WILSONVILLE RD / I5 FWY NB
3	<a href="#">20-000770</a>	Jan 10	SW WILSONVILLE RD / I5 FWY NB
4	<a href="#">20-000793</a>	Jan 11	I-5 / SW ELLIGSEN RD
5	<a href="#">20-001018</a>	Jan 14	SW 95TH AVE / SW BOONES FERRY RD
6	<a href="#">20-002078</a>	Jan 27	SW WILSONVILLE RD / SW TOWN CENTER LOOP W



# City of Wilsonville Police



We responded to a traffic crash / disturbance, on February 4. Involved subjects fled before our arrival, but were soon located. The vehicle had been stolen out of Portland.



Deputy Keirseay met with students at Inza Wood Middle School on February 9.



This young lady shared some love with us on Valentine's Day. She and her father brought in cupcakes, balloons, and a thank you signed by several students from a local school. She's pictured here with Deputy Fooladjoush.

Our staff includes two officers focused on traffic issues, which encompasses commercial vehicle safety. Each holds the highest of truck inspector certifications. Pictured here is Deputy Van Wormer in action during an inspection.



Goodbye, hello: We said goodbye to Officer Brett Ethington as a deputy during Spring of 2019. One year later, we welcome his return as a Sergeant. He'll be working nights on First Shift.



# WILSONVILLE

## MONTHLY ACTIVITY REPORT

### February 2020



CITY OF WILSONVILLE POLICE DEPARTMENT  
30000 SW Town Center Loop  
Wilsonville, OR 97070



In Partnership with

**Clackamas County  
Sheriff's Office**

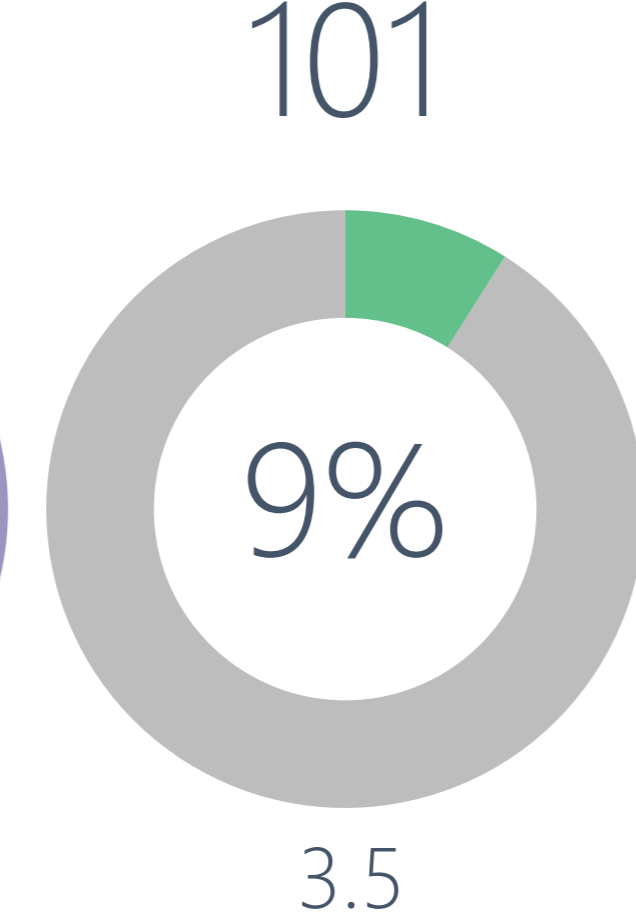
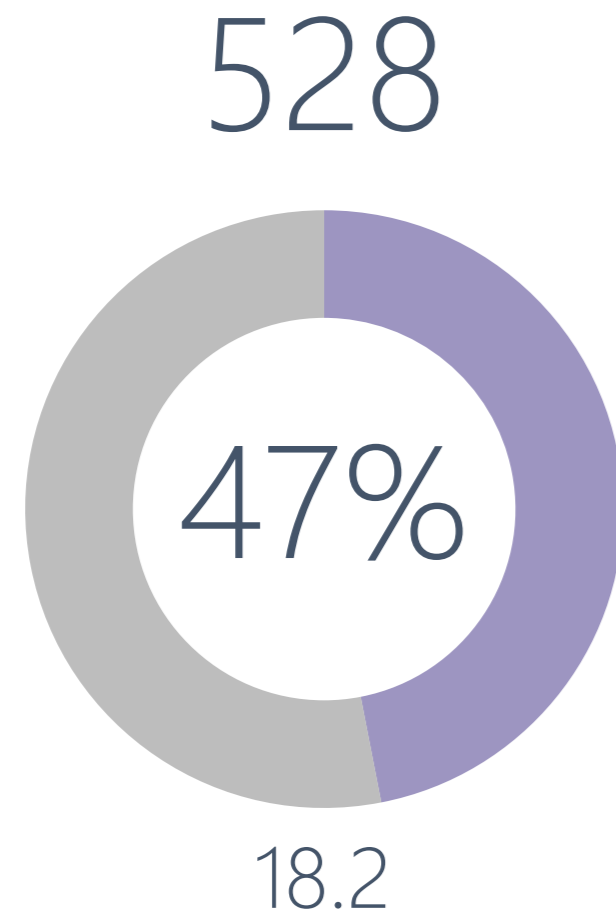
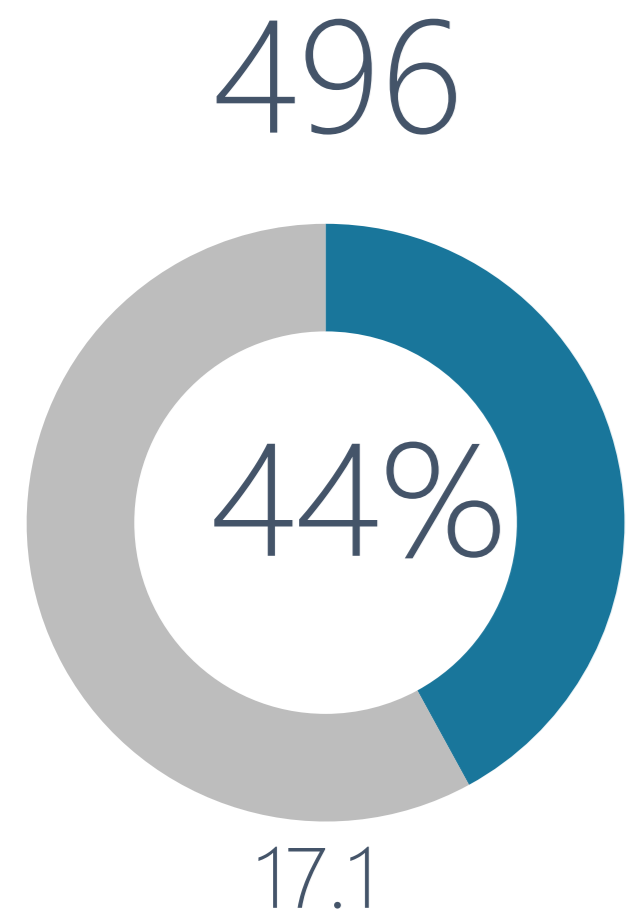
Dispatched Calls

Self-Initiated

Follow-Ups

Median Response Times

Call Totals by Month



Input to Dispatch (Hold Duration)

Dispatch to Arrival (Response Duration)

All Calls

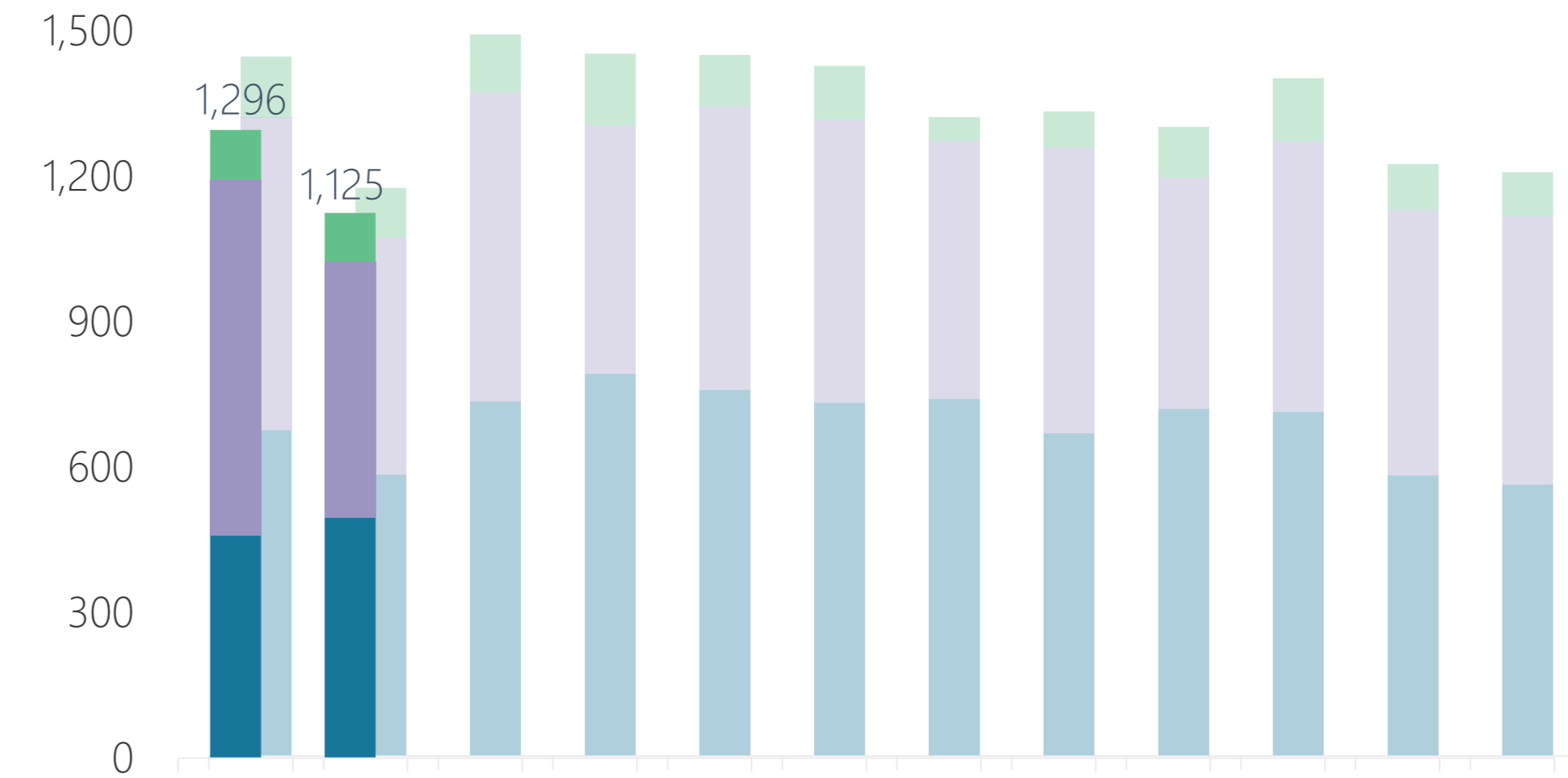
Priority 1 & 2 Calls

1:13

:51

6:21

5:12



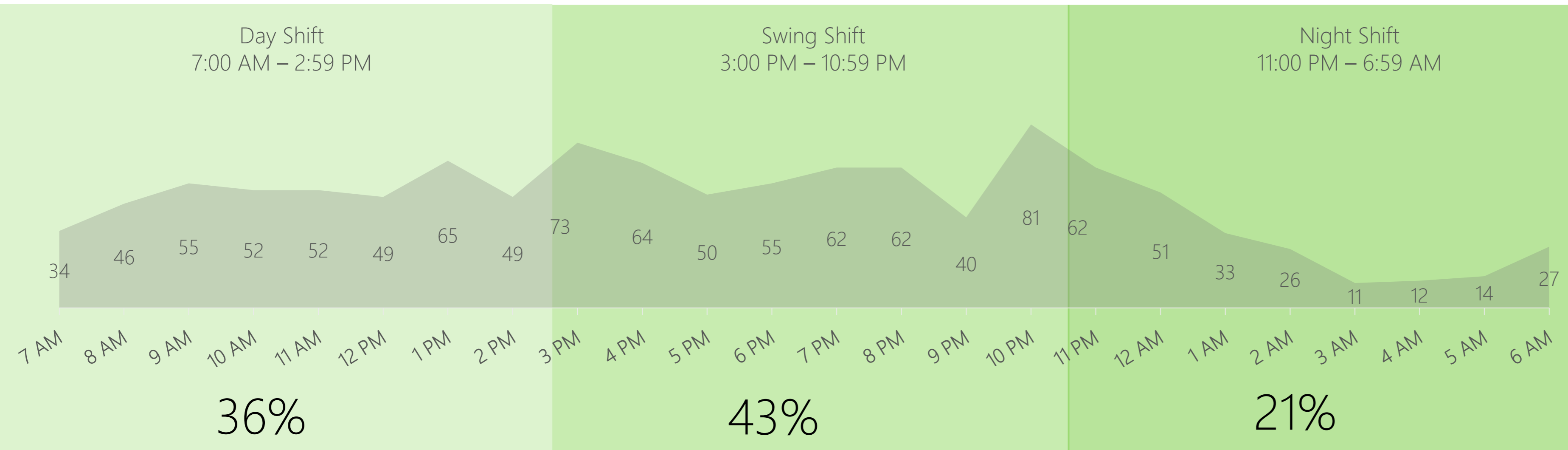
2019 faded, 2020 solid

Daily Average Calls

17.1

18.2

3.5



36%

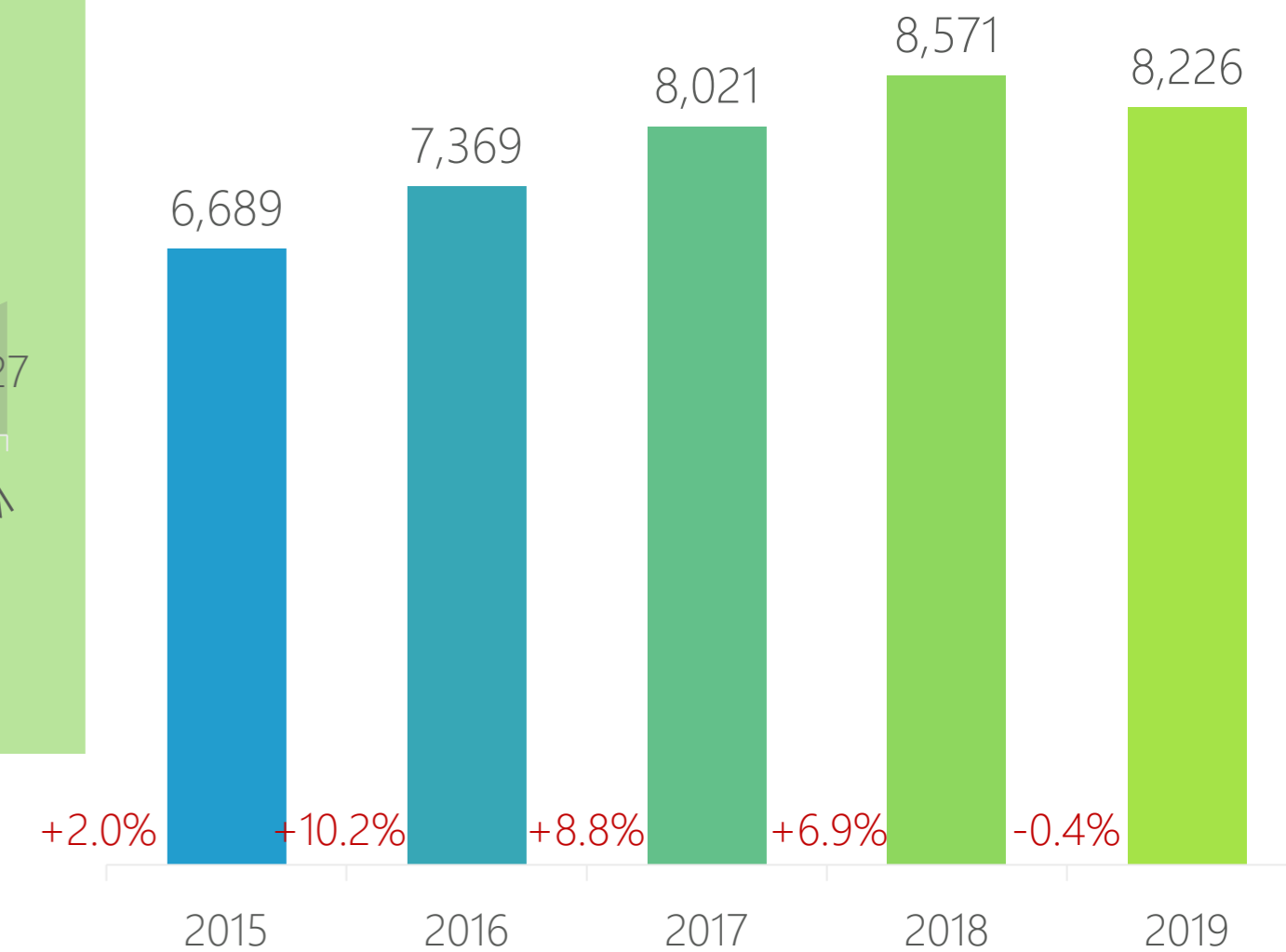
43%

21%

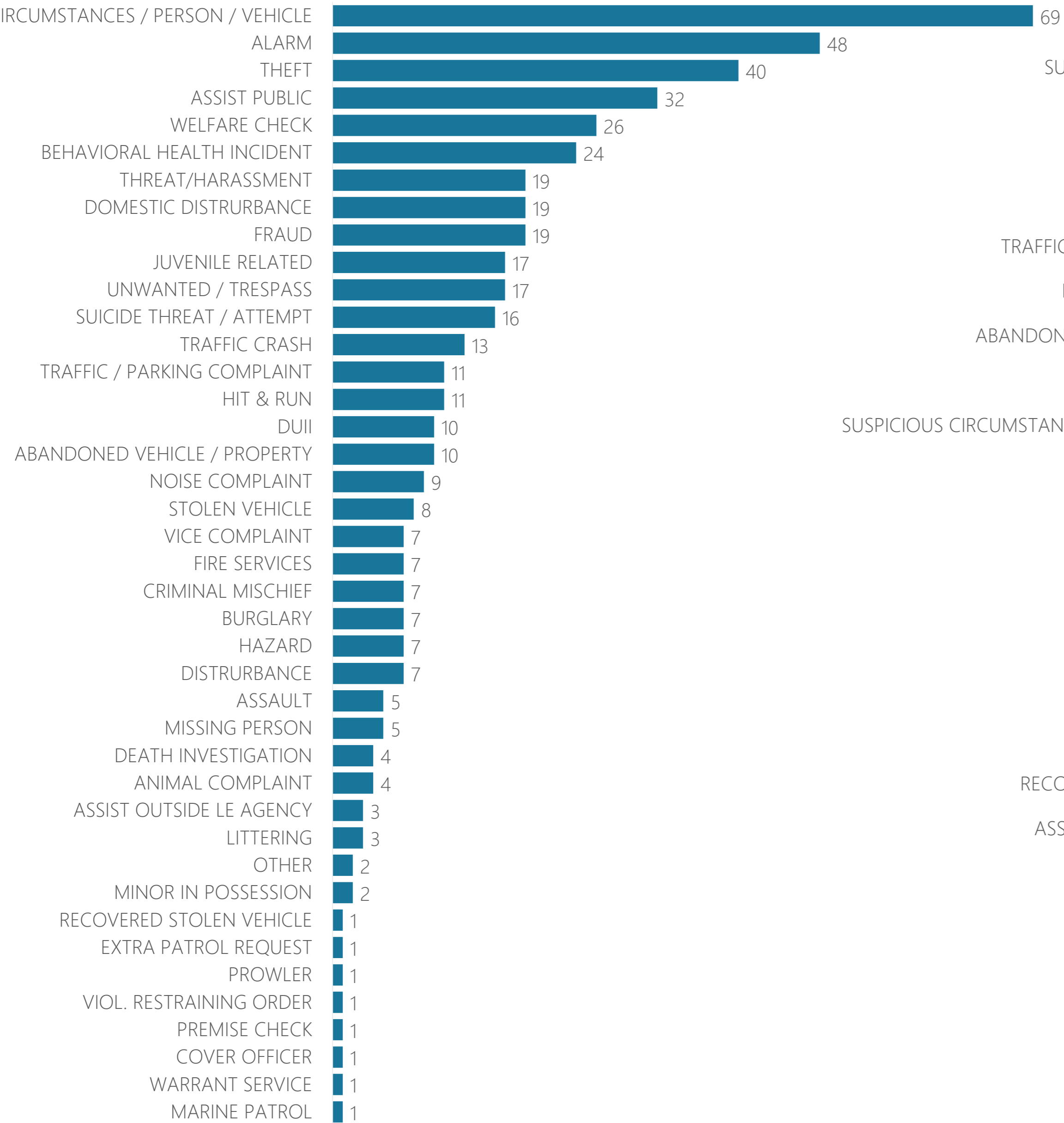
Dispatched Calls for Service Breakdown by Hour of Day & Shift Time Groupings

(not actual breakdown of Wilsonville PD shift schedules)

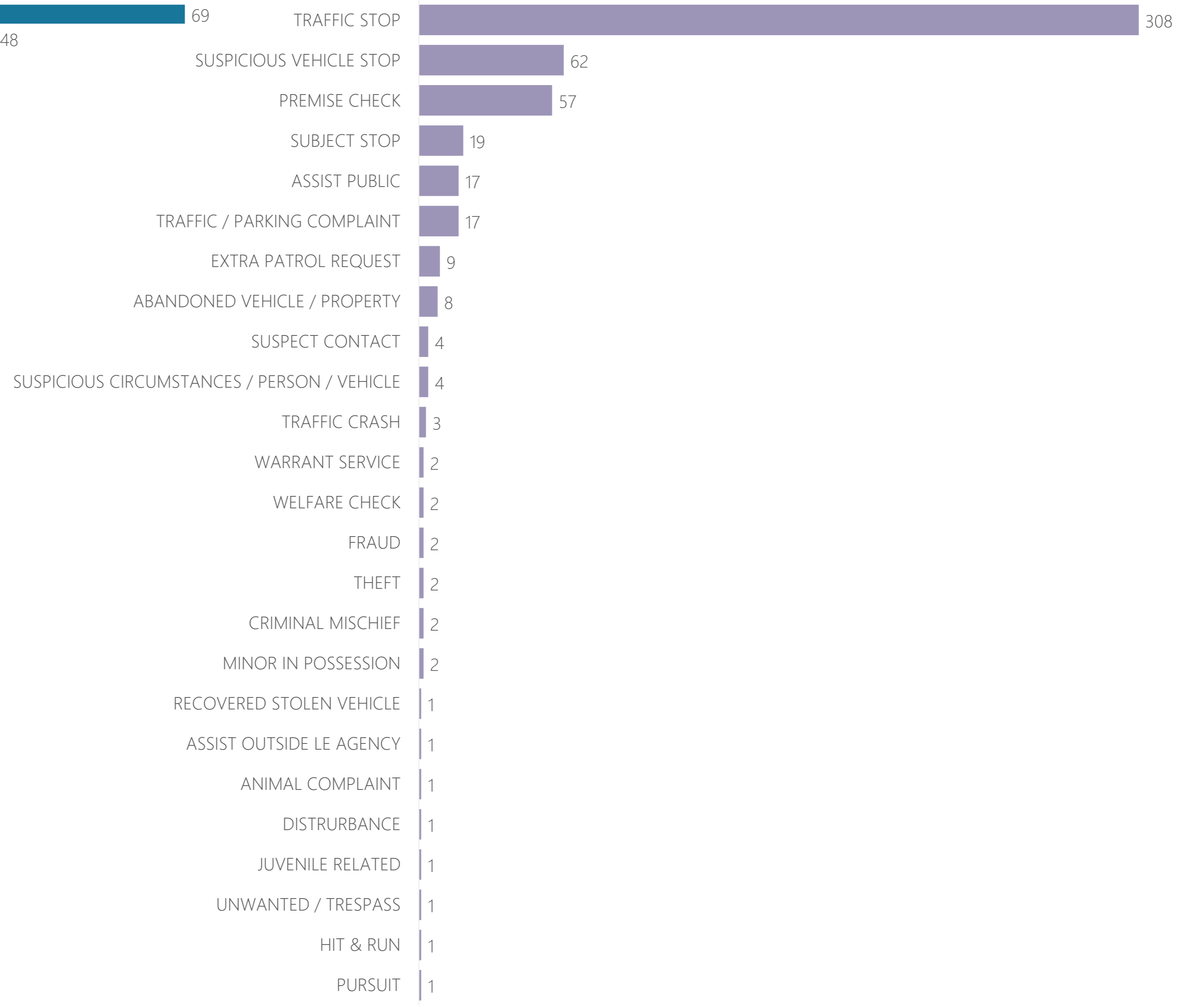
A Historical Look at Total Dispatched Calls by Year



## Dispatched Call Types



## Self-Initiated Call Types



DISPATCHED CALL TYPE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020 Monthly Trend Line
ABANDONED VEHICLE / PROPERTY	14	10											\
ALARM	38	48											/
ANIMAL COMPLAINT	3	4											/
ASSAULT	6	5											\
ASSIST OUTSIDE LE AGENCY	8	3											\
ASSIST PUBLIC	24	32											/
BEHAVIORAL HEALTH INCIDENT	7	24											/
BURGLARY	8	7											\
COVER OFFICER	6	1											\
CRIMINAL MISCHIEF	7	7											—
DEATH INVESTIGATION	0	4											/
DISTRURBANCE	11	7											\
DOMESTIC DISTRURBANCE	16	19											/
DUII	6	10											/
EXTRA PATROL REQUEST	2	1											\
FIRE SERVICES	6	7											/
FRAUD	16	19											/
HAZARD	3	7											/
HIT & RUN	8	11											/
JUVENILE RELATED	18	17											\
LITTERING	1	3											/
MARINE PATROL	0	1											/
MENACING	1	0											\
MINOR IN POSSESSION	6	2											\
MISSING PERSON	5	5											—

DISPATCHED CALL TYPE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020 Monthly Trend Line
NOISE COMPLAINT	10	9											↘
OTHER	0	2											↗
OVERDOSE	1	0											↘
PREMISE CHECK	1	1											—
PROMISCUIOUS SHOOTING	1	0											↘
PROWLER	0	1											↗
RECOVERED STOLEN VEHICLE	1	1											—
SEX CRIMES	4	0											↘
STOLEN VEHICLE	1	8											↗
SUICIDE THREAT / ATTEMPT	3	16											↗
SUSPECT CONTACT	1	0											↘
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	71	69											↘
SUSPICIOUS VEHICLE STOP	2	0											↘
THEFT	47	40											↘
THREAT/HARASSMENT	15	19											↗
TRAFFIC / PARKING COMPLAINT	13	11											↘
TRAFFIC CRASH	11	13											↗
TRAFFIC STOP	1	0											↘
UNWANTED / TRESPASS	19	17											↘
VICE COMPLAINT	3	7											↗
VIOL. RESTRAINING ORDER	1	1											—
WARRANT SERVICE	2	1											↘
WELFARE CHECK	32	26											↘
<b>Grand Total</b>	<b>460</b>	<b>496</b>											↘

SELF-INITIATED CALL TYPE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020 Monthly Trend Line
ABANDONED VEHICLE / PROPERTY	1	8											/
ALARM	1	0											\
ANIMAL COMPLAINT	0	1											/
ASSAULT	1	0											\
ASSIST OUTSIDE LE AGENCY	7	1											/
ASSIST PUBLIC	22	17											/
CRIMINAL MISCHIEF	6	2											/
DISTRURBANCE	0	1											/
EXTRA PATROL REQUEST	15	9											/
FIRE SERVICES	1	0											\
FRAUD	2	2											=
HAZARD	2	0											/
HIT & RUN	0	1											/
JUVENILE RELATED	1	1											=
MINOR IN POSSESSION	3	2											/
OTHER	1	0											/
PREMISE CHECK	99	57											/
PURSUIT	1	1											=
RECOVERED STOLEN VEHICLE	1	1											=
SUBJECT STOP	30	19											/
SUSPECT CONTACT	3	4											/
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	8	4											/
SUSPICIOUS VEHICLE STOP	84	62											/
THEFT	5	2											/
THREAT/HARASSMENT	1	0											/
TRAFFIC / PARKING COMPLAINT	24	17											/
TRAFFIC CRASH	4	3											/
TRAFFIC STOP	402	308											/
UNWANTED / TRESPASS	0	1											/
WARRANT SERVICE	9	2											/
WELFARE CHECK	1	2											/
<b>Grand Total</b>	<b>735</b>	<b>528*</b>											/

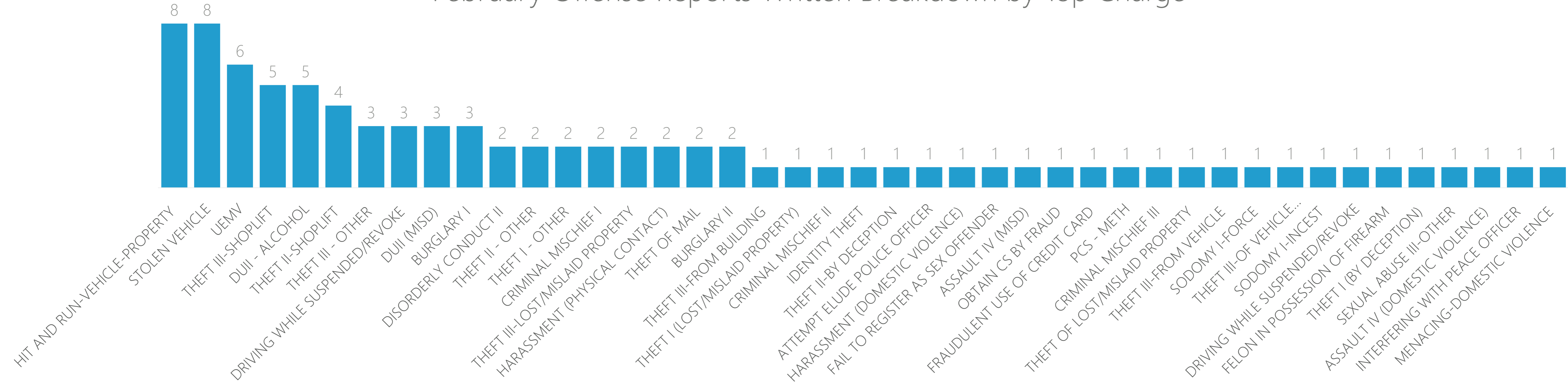
\*Traffic stops and other self-initiated activity are significantly lower than previous months due the exclusion of some non-jurisdictional unit activity within the city of Wilsonville—especially along I-5—as well as the exclusion of activity which was initiated by a Wilsonville unit, but actually occurred elsewhere outside the limits of the city. These differences were reflected after the method of obtaining the monthly call data was re-evaluated. All Wilsonville, and CCSO unit activity within the city limits of Wilsonville throughout the report remains present.



## Monthly Reports Written

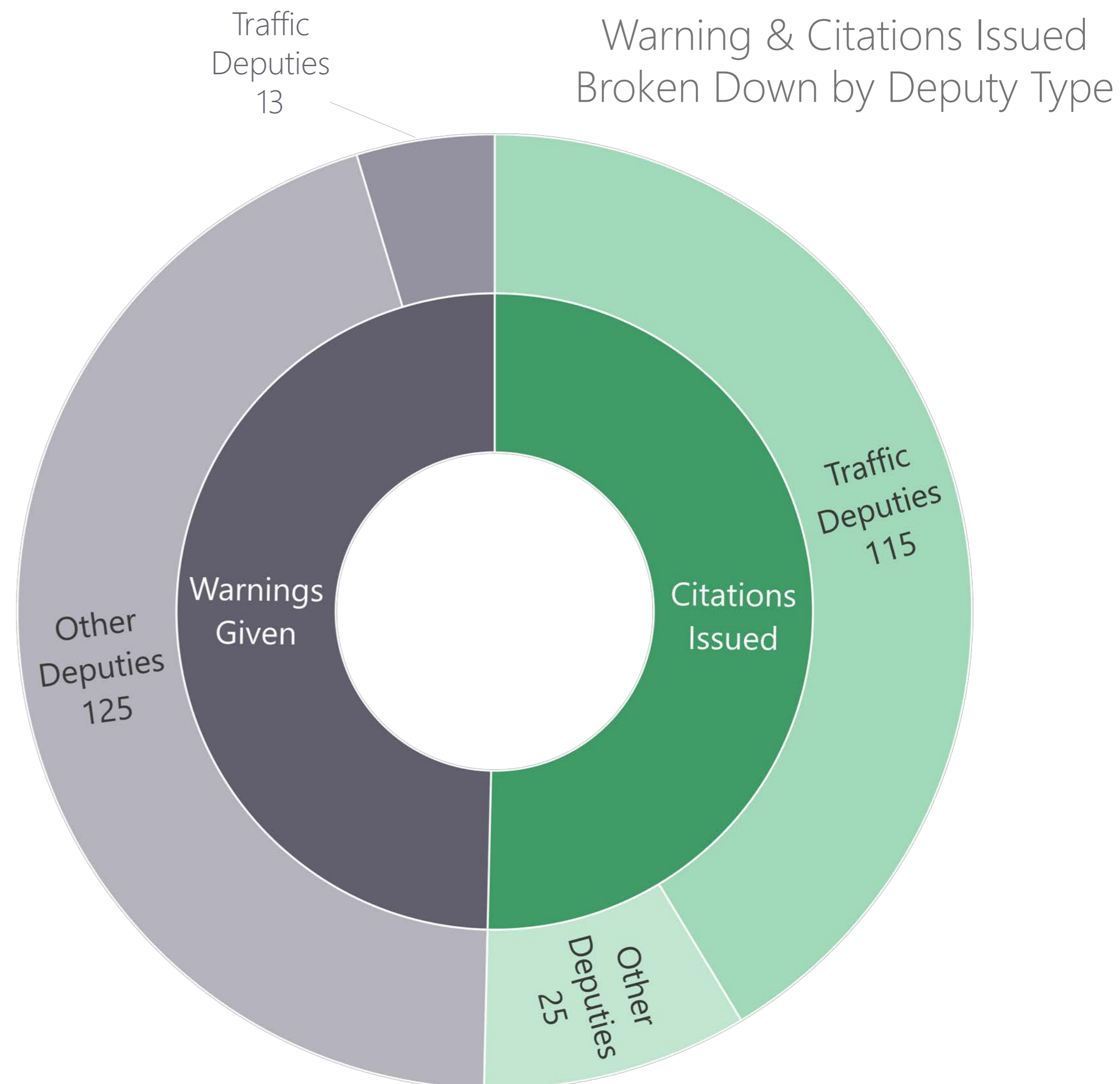
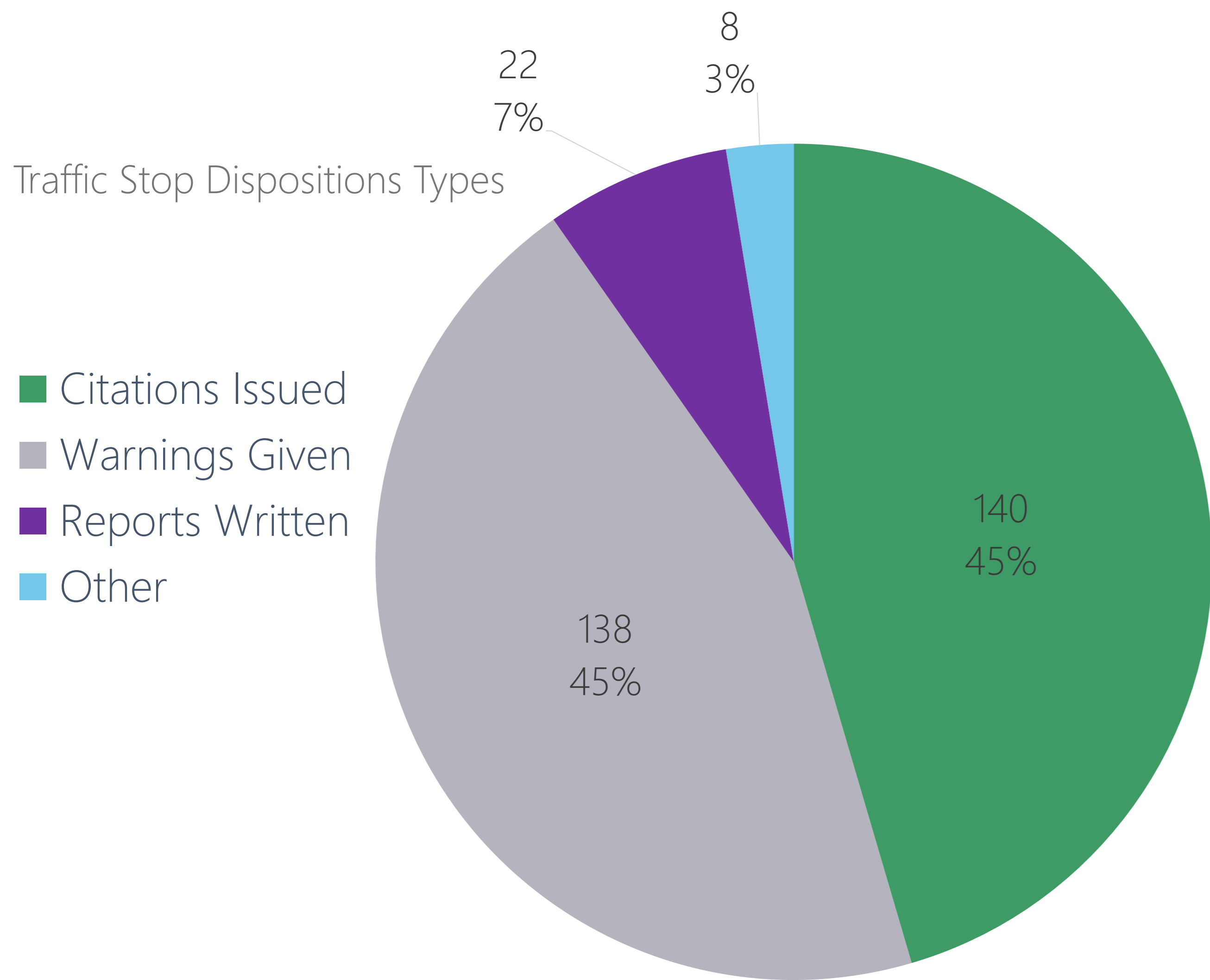


## February Offense Reports Written Breakdown by Top Charge



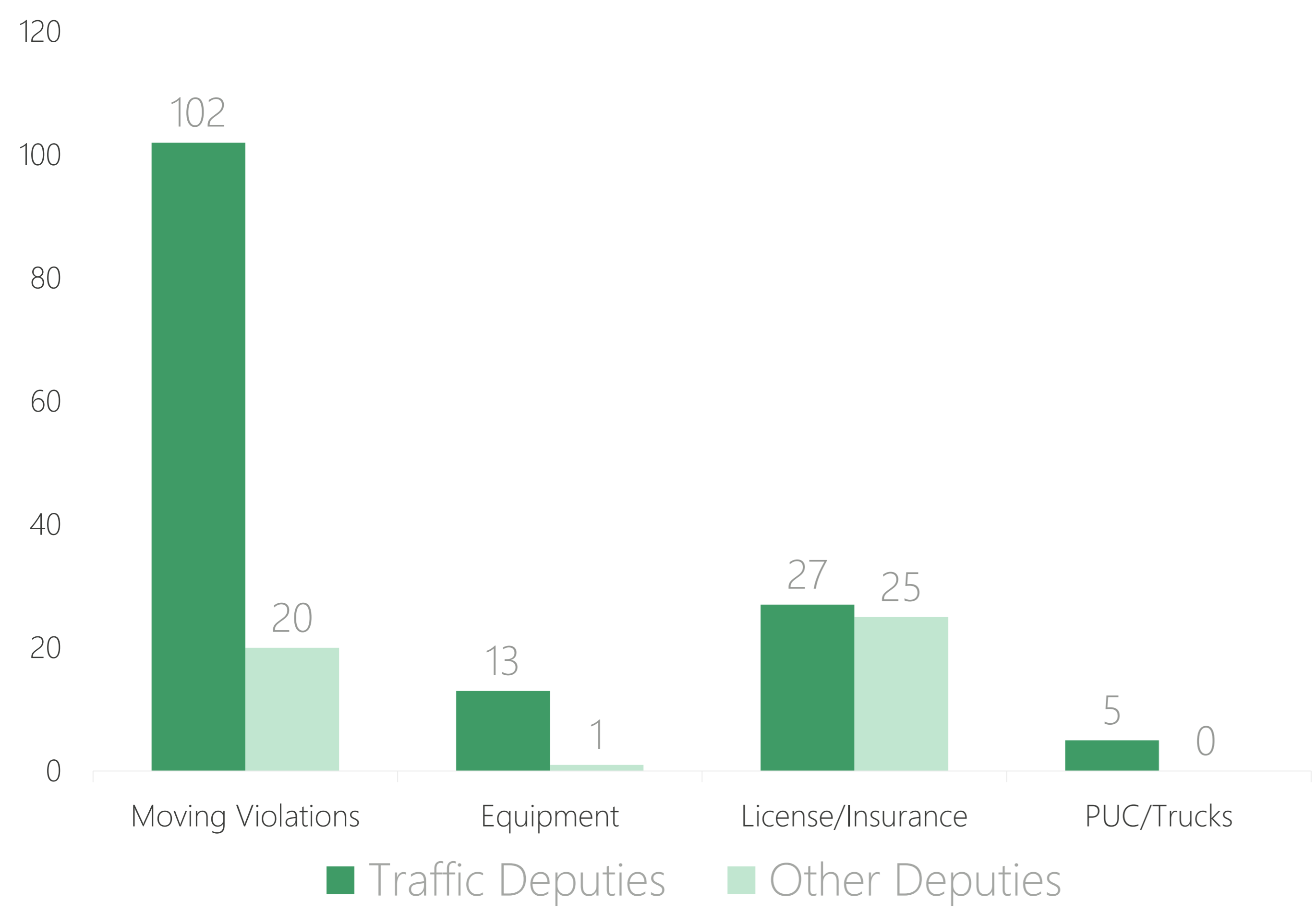
### Traffic Stop Dispositions

In February 2020, **308** traffic stops were made within the city limits, resulting in **140** citations issued, **138** warnings given, and **22** offense/incident reports created. Of the **140** citations issued, **195** charges were included (see next slide).

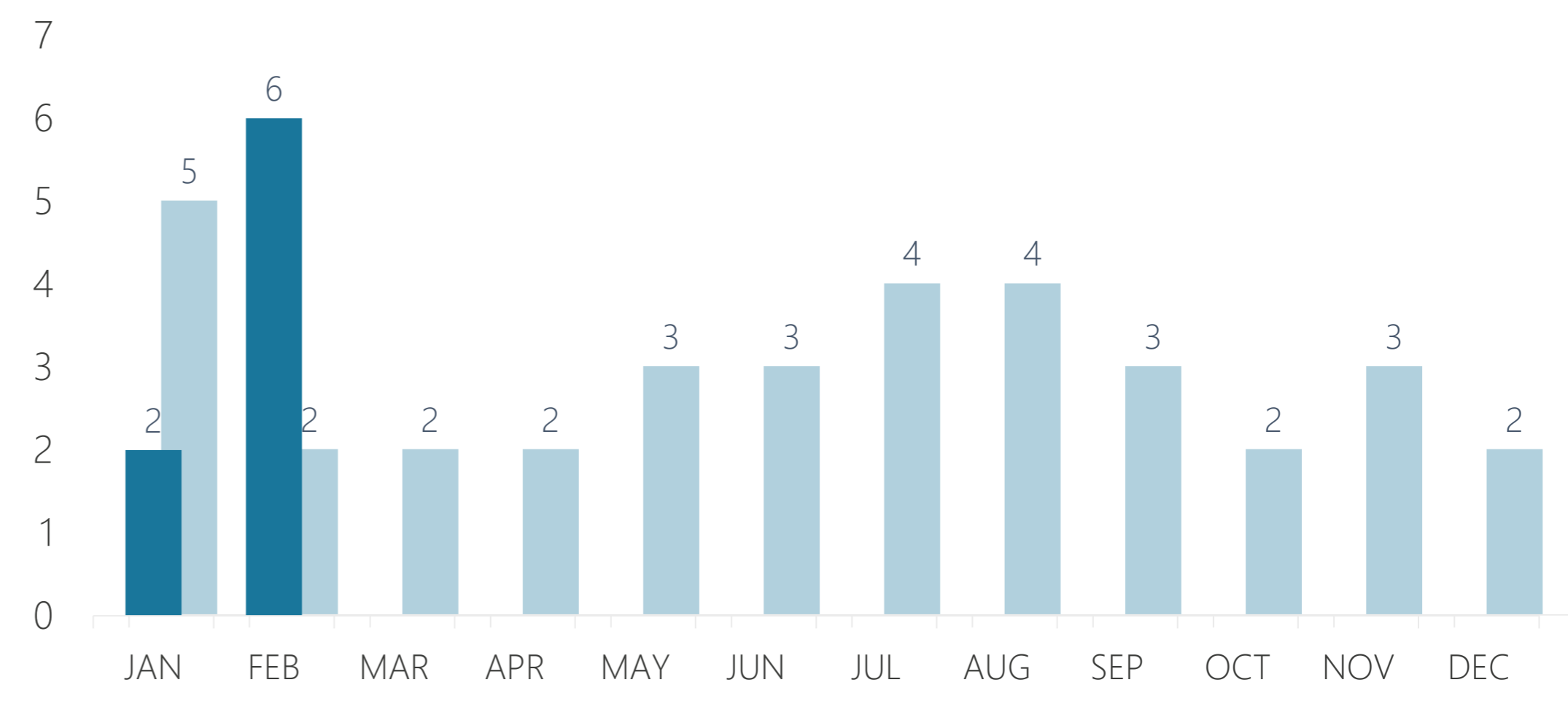


## Citation Types Issued:

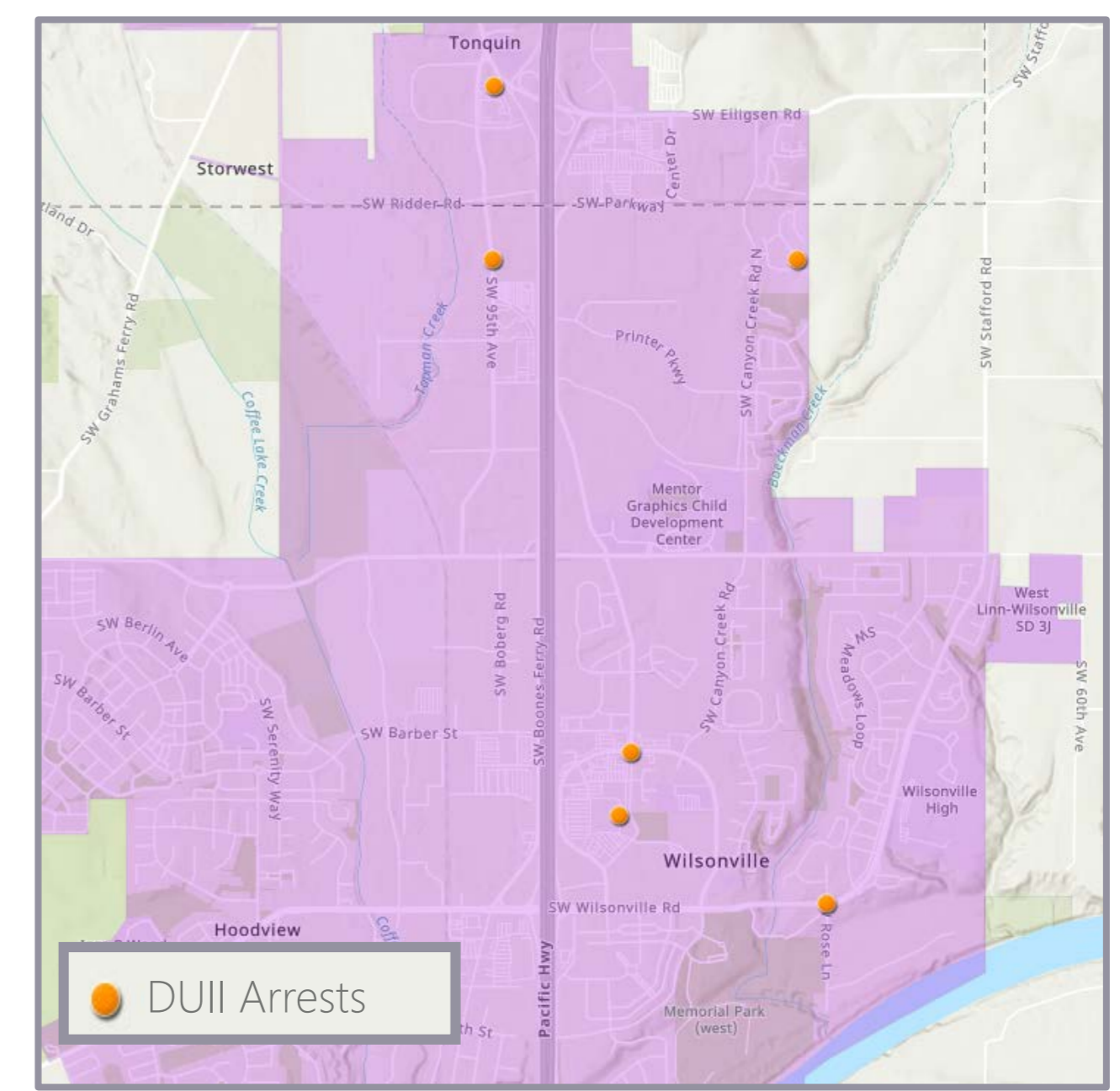
Of the **140** citations issued, **195** charges were included in the following types:



## DUII Arrests:

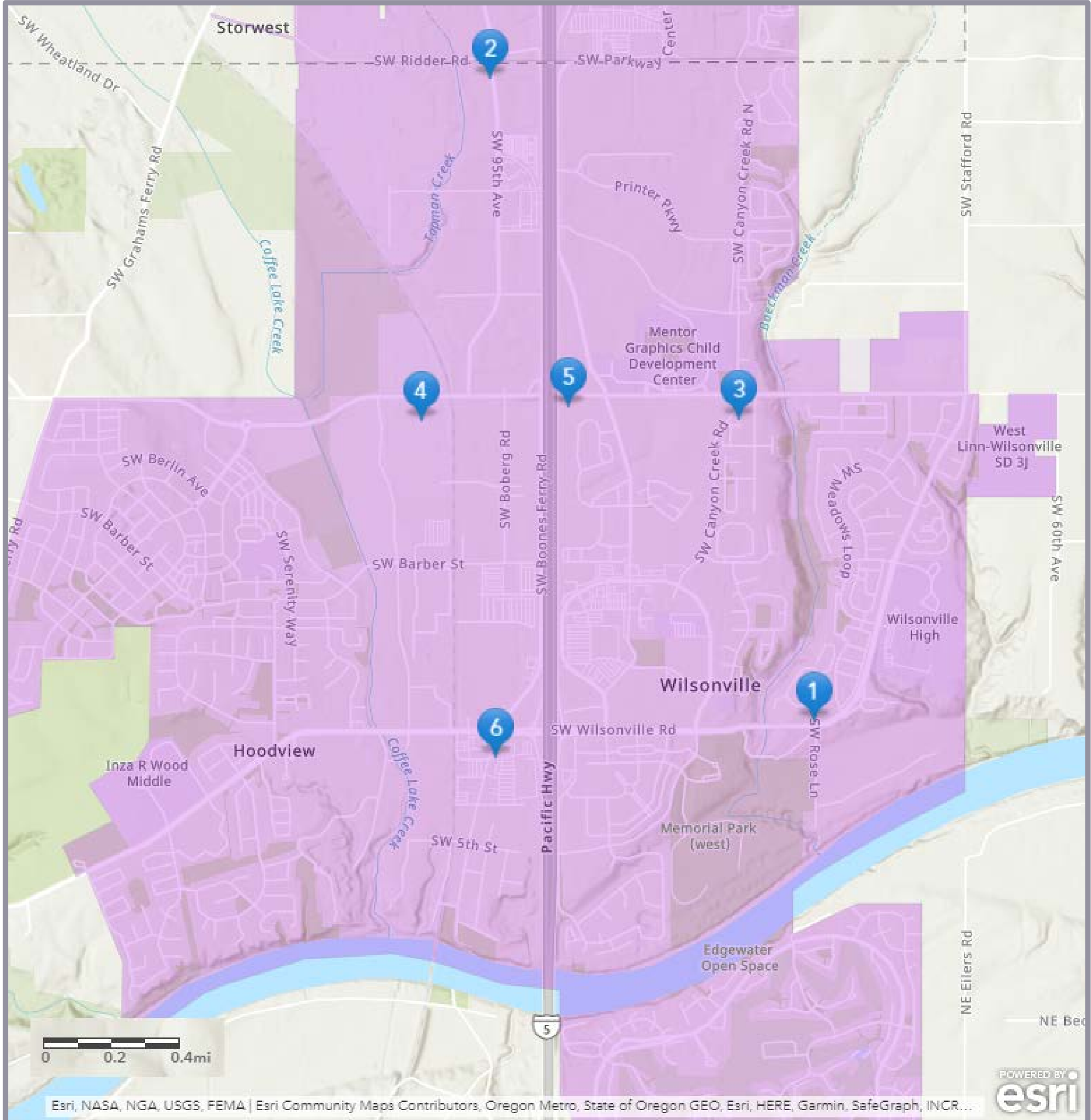


2019 faded, 2020 solid



Map of Traffic Crash Reports

Map #	Case #	Date	Address
1	<a href="#">20-003433</a>	Feb 12	SW ROSE LN / SW WILSONVILLE RD
2	<a href="#">20-003589</a>	Feb 14	SW 95TH AVE / SW RIDDER RD
3	<a href="#">20-003597</a>	Feb 14	SW CANYON CREEK RD / SW BOECKMAN RD
4	<a href="#">20-004105</a>	Feb 20	9805 SW BOECKMAN RD
5	<a href="#">20-004542</a>	Feb 25	27975 SW PARKWAY AVE
6	<a href="#">20-004712</a>	Feb 27	SW WILSONVILLE RD / SW BOONES FERRY RD



# Planning.Preparing.Projections

February 2020 Report

# SMART

SOUTH METRO AREA REGIONAL TRANSIT

The month of February serves as the gateway to spring. As the shortest but mightiest month of the year, February must pry the frost-laden doors of winter open so that the radiant sun of spring can shine its rejuvenating rays on all who slumbered through the cold, wet, and unrelenting weeks of winter. However, much like Paul Theroux, I too believe that “winter is a season of recovery and preparation.” With this in mind, SMART/Fleet has begun the process of preparing for a new planning season. A season that is certain to offer more freedom for the transit dependent and more options for those who have a choice and choose transit as their preferred travel mode. In either case, we look forward to serving our customers and serving them well.

Dwight Brashear  
Transit Director



### Transportation Options - Michelle Marston Program Coordinator

SMART delivered 150 “Welcome to the Neighborhood” cards to each apartment building within Wilsonville. Onsite resident managers at each building agreed to distribute them to incoming residents over the next months to increase awareness that the bus service is free. The message is shared in English and Spanish on each card.

ECO survey work has begun at two major employers. Both OptiMIM and Rite Aid have reports due in March. Employee Commute Options (ECO) is a mandatory program for large employers. Under **DEQ's ECO** Program, employers with more than 100 employees must provide commute options to employees designed to reduce the number of cars driven to work in Portland and surrounding areas. This survey is completed every two years.

Save money    Avoid traffic    Enjoy your trip    HAVE FUN

Give us a try!  
All local rides are FREE!  
Small fare for our longer ride to Salem.

**SMART**  
SOUTH METRO AREA REGIONAL TRANSIT

RideSMART.com  
503-682-7790

RideSMART.com  
503-682-7790

Diviertete

aseos locales

je más

### Safe Routes to School - Sheilagh Griffin TDM Technician

Meetings with school administrators continue this month. Principal at Boones Ferry Primary School met with Sheilagh and arranged for her to teach *Pedestrian Safety* classes in the second grade PE classes. Classes were scheduled February 24-28.

Wood Middle School is scheduling another round of support for the Bike Safety classes for eighth graders from SMART. We hope to have another *Bike on Bus* training and SMART will ride with classes in the spring.

*Learn to Ride* clinics are scheduled for March and April at primary and

middle schools in Wilsonville.

SMART is conducting a crossing guard training for school staff in collaboration with West Linn Wilsonville School District.



Crosswalk safety presentation at Boones Ferry Primary

## Grants and Programs - Elli Work Grants and Programs Manager

Working with engineering this month concerning SMART's parking lot expansion, questions came up concerning grant-funded landscaping. It turns out that the FTA has similar rules for both landscaping and art.

Beginning in FY 2013, federal transit law no longer included art as an eligible project expense. However, transit agencies could continue to use FTA funds to support the employment of an artist as a member of a design team, or other costs associated with art, provided that the artistic elements were integrally related to the facility or served a functional transit-related purpose. For example, custom-made tiles for floors and walls are allowed as they protect a facility from deterioration.

Similarly, the FTA recognizes that landscaping is an integral and functional element of many transit facilities. Landscaping can be used to aid in the absorption or drainage of storm water, prevention of erosion, support of structures on a steep grade,

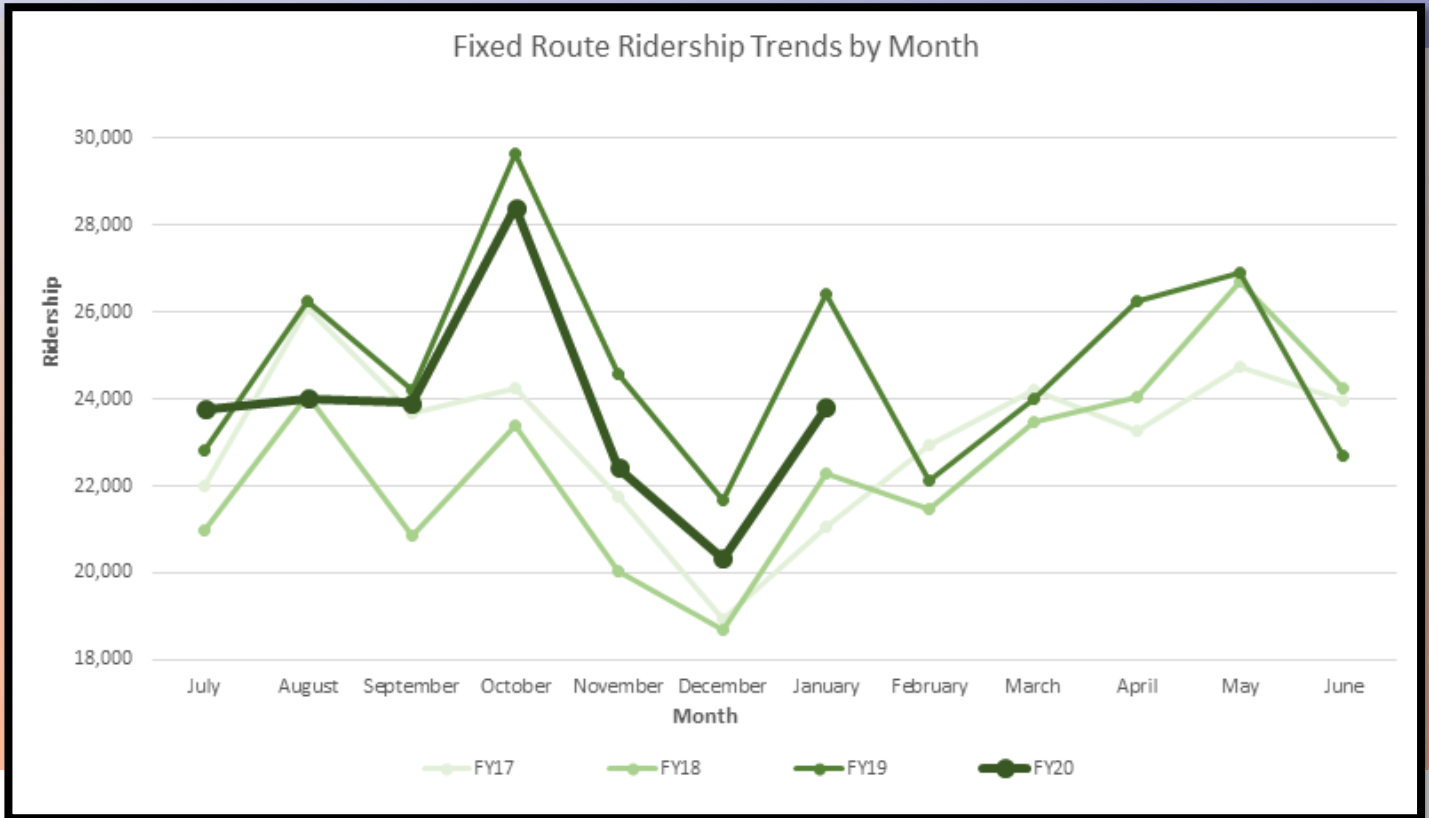
minimization of noise impacts, protection of habitat, provision of shade in hot climates, channeling of pedestrian or vehicle traffic, definition of publicly accessible and inaccessible areas, and many other purposes. In interpreting the term "functional landscaping" under this provision of law, FTA draws a similar distinction, as with art, between functionally appropriate landscape design and landscape elements installed solely for visual or aesthetic appeal.

For example, an eligible landscaping expense would include the installation of shade trees near a passenger station entrance. FTA would also allow the use of grant funds to install dense shrubs surrounding the area containing the transit system's electrical equipment. FTA would expect the grantee to select particular varieties of trees and shrubs that are well-suited for the particular location and climate.



*SMART administration parking lot*

### Operations - Eric Loomis Operations Manager



Oregon Department of Transportation (ODOT) created a Bus-on-Shoulder Pilot Study in late 2019 that will allow transit vehicles to travel on the shoulders of major highways when traffic is traveling at low speeds (currently 35 MPH or lower).

SMART is working closely with ODOT as they progress through the Bus-on-Shoulder Pilot Study.

On February 24, ODOT coordinated a field test

with SMART providing both a cutaway and standard 40-foot bus, to travel on the shoulders along the I-5 and I-205 corridors. ODOT will compile data from the tests to determine feasibility, merging points to and from the shoulder, and signage locations. Moving forward, SMART’s partnership with ODOT will focus on building public policies, conducting public outreach, and expanding operator safety and training programs. ODOT anticipates the pilot program to begin in the fall of 2020.

**Several images of the Bus-on-Shoulder:**





# Operations - Eric Loomis Operations Manager

