

AGENDA

**WILSONVILLE CITY COUNCIL MEETING
AUGUST 15, 2016
7:00 P.M.**

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

Mayor Tim Knapp

Council President Scott Starr
Councilor Susie Stevens

Councilor Julie Fitzgerald
Councilor Charlotte Lehan

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, 2nd Floor

- | | | | |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------|-----------|---------|
| 5:00 P.M. | EXECUTIVE SESSION | [15 min.] | |
| A. | Pursuant to ORS 192.660 (2)(e) Real Property Transactions
ORS 192.660(2)(f) Exempt Public Records
ORS 192.660(2)(h) Litigation | | |
| 5:15 P.M. | REVIEW OF AGENDA | [5 min.] | |
| 5:20 P.M. | COUNCILORS' CONCERNS | [5 min.] | |
| 5:25 P.M. | PRE-COUNCIL WORK SESSION | | |
| A. | Right of Way Above Ground Cellular Utility Issues
(Miller/Jacobson) | [30 min.] | Page 1 |
| B. | IT Strategic Plan (Miller) | [25 min.] | Page 3 |
| C. | Town Center Redevelopment Plan Consultant Contract
Award (Bateschell) | [10 min.] | |
| D. | Willamette Falls Locks "Section 106" MOA (Ottenad) | [10 min.] | Page 10 |
| E. | Streetlight Infill Project Contract Award (Mende) | [5 min.] | |
| 6:50 P.M. | ADJOURN | | |
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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, August 15, 2016 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on August 8, 2016. 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 therewith 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. South Korean Delegation from Yeosu City led by Mayor Kyeong Hei Won Page 32
(John Lim, Korean War Memorial Foundation of Oregon) (staff – Ottenad)
- B. Proclamation Declaring September National Preparedness Month (staff – Kerber) Page 33
- C. Upcoming Meetings Page 34

7:25 P.M. COMMUNICATIONS

- A. 2016 Arts Festival Video – Theonie Gilmore

7:30 P.M. CITIZEN INPUT & 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.

7:40 P.M. COUNCILOR COMMENTS, LIAISON REPORTS & MEETING ANNOUNCEMENTS

- A. Council President Starr – (Park & Recreation Advisory Board Liaison)
- B. Councilor Fitzgerald – (Development Review Panels A & B Liaison)
- C. Councilor Stevens – (Library Board and Wilsonville Seniors Liaison)
- D. Councilor Lehan– (Planning Commission and CCI Liaison)

7:50 P.M. CONSENT AGENDA

- A. **Resolution No. 2596** Page 35
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With MIG, Inc. (Community Development Project #3004) (staff – Bateschell)
- B. **Resolution No. 2600** Page 70
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Northstar Electrical Contractors, Inc. For The 2016 Street Light Infill (Capital Improvement Project 4696). (staff – Mende)

7:55 P.M. PUBLIC HEARING

A. **Ordinance No. 795** –1st Reading

Page 119

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Public Forest (PF) Zone To The Village (V) Zone On Approximately 3.2 Acres Located In The Villebois Village Center, West Of Villebois Drive North, South Of Future SW Paris Avenue. Comprising Tax Lot 2900 Of Section 15AC, T3S, R1W, Clackamas County, Oregon, Polygon WLH LLC, Applicant. (staff – Pauly)

8:15 P.M. NEW BUSINESS

A. Resolution No. *Placeholder*
Clackamas County Gas Tax IGA (staff – Jacobson)

8:30 P.M. CITY MANAGER’S BUSINESS

8:40 P.M. LEGAL BUSINESS

8:45 P.M. ADJOURN

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 king@ci.wilsonville.or.us



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: August 15, 2016		Subject: Fiber Business Plan Staff Member: Barbara Jacobson & Holly Miller Department: Legal & IT	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments:	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To: <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>			
<input checked="" type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Small cell and distributed antenna systems (DAS) siting in Wilsonville.

EXECUTIVE SUMMARY:

Under Federal regulations, local governments are required to provide reasonable access points for service providers of wireless cellular communications services. Unfortunately, due to the growing number of cell phone users and their increasing use of data, carriers are turning to small cell and distributed antenna systems, looking for ways to locate smaller more numerous towers throughout cities, preferably in rights-of-way, to increase antenna density while reducing cost. Cities who have not carefully regulated this infrastructure proliferation have found themselves with unsightly and unscreened tall towers in their rights-of-way, in residential areas, and on public properties. If not properly regulated, these towers can be a blight on the landscape. At

the same time, they do fill in gaps in carrier coverage and enhance cellular data capacity for the community.

Cities are entitled to charge a reasonable fee for use of city property, including the right-of-way, and provide reasonable regulatory language to ensure the continuation of an attractive and livable community. As a result, staff would like to present an overview of the issues that this new technology may bring to the City in order to be proactive in managing it. Going forward, staff will be seeking Council's direction on aesthetic, co-location, and right-of-way considerations related to small cell and distributed antenna systems (DAS) providers applying to locate in Wilsonville. Staff would like to bring in a consultant who specializes in both the engineering and legal aspects of these devices in order to best identify the types of equipment that carriers will be asking to place in the rights-of-way and how to address frequency of placement as well as aesthetic appearance and fees to be charged. Given that Wilsonville is an underground City and the carriers' preferred equipment would not meet the underground criteria, setting standards early on is critical. More than one carrier has already approached City staff wishing to locate facilities in Wilsonville.

EXPECTED RESULTS:

Subject to Counsel concurrence, the information technology, planning department, and legal staff will move forward with a consultant to prepare a draft application for placement; design standards, zoning criteria, and rates and charges for City Council consideration.

TIMELINE:

Staff expects to complete this analysis and Code revisions before the end of the year.

CURRENT YEAR BUDGET IMPACTS:

FINANCIAL REVIEW / COMMENTS:

Reviewed by: _____ Date: _____

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 8/4/16

COMMUNITY INVOLVEMENT PROCESS: N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

This project will update the City code to specifically address the aesthetic and other challenges that small cell and DAS siting within the City could potentially bring. These code revisions would protect the beauty and livability of both residential and commercial spaces within Wilsonville. Finally, a schedule of rates and charges for use of City property would be established.

ALTERNATIVES: N/A

CITY MANAGER COMMENT:

ATTACHMENTS:



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: August 15, 2016		Subject: IT Strategic Plan Staff Member: Holly Miller, IS Manager Department: Finance/IS	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: Walkthrough of the Final Draft of the IT Strategic Plan.	
Staff Recommendation:			
Recommended Language for Motion: NA			
Project / Issue Relates To: <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>			
<input checked="" type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Presentation of the IT Strategic Plan.

EXECUTIVE SUMMARY:

At the April 18th Work Session, Mindboard Consulting and IS Staff provided Council with a draft of the IT Strategic Plan and a brief synopsis of the process engaged in the report’s creation. The final draft of the IT Strategic Plan is presented for consideration, discussion, and recommended adoption at a future Council Meeting.

The goal of the IT Strategic Plan is to set priorities for investing in technology over the next three to five years, while providing a framework for the City to become a leader in efficient and innovative IT service delivery.

The plan is broken into the following major sections:

- Executive Summary.....1
- Critical Analysis & Deliverables.....7
 - Survey Results.....7
 - Best Practices.....37
 - Benchmarking.....53
 - Gap Analysis.....67
- Strategic Recommendations & Action Plan.....99

Critical Analysis & Deliverables – Survey Results

Beginning on page 7 of the IT Strategic Plan document, the data gathering process for the creation of this plan included both internal staff and external public surveys. The internal survey was distributed to all City staff with an e-mail account and regular computer access and focused on customer service, communication, and the adequacy of technology resources provided. The 78 surveys submitted represent a return rate of better than 70% and indicated that the Information Services (IS) Department offers a high level of customer service and adequate resources. Issues with specific hardware devices were pointed out, as were concerns over legacy enterprise software systems and size limitations on email storage. Problem devices were slated for replacement in the current fiscal year, as is the email system. A “needs assessment” in preparation for replacement of legacy enterprise software systems has been funded for the current fiscal year.

The results of the external public survey begin on page 24. This survey was featured on the City’s web site, advertised in the Boones Ferry Messenger, provided as a link on the Virtual Public Open House web page, and presented to the Leadership Academy. It focused on how citizens use technology to engage with the City and the level of satisfaction with each of these engagement methods, as well as asking about future public facing technologies of interest. Key findings of the 60 public survey responses include the following:

- **City web sites & social media** – Over 70% of respondents are happy with the City’s sites, although most only frequent the main City site. Similarly, of the various social media accounts operated by the City, respondents focus primarily on the main City Facebook page.
- **Video** – 64% of respondents indicated active use of YouTube and 50% or more were interested in the City providing video content in the categories of Parks & Rec Classes, Disaster Planning/Emergency Preparedness, and Community Events (festivals, fun runs, etc.)
- **Mobile App** – while 68% of respondents indicated that they were likely or very likely to utilize a mobile app, only 27% were aware of the mobile app the City currently provides.

Finally, of the variety of potential future technology offerings listed, survey respondents were most interested in the City implementing Wi-Fi in the parks.

Critical Analysis & Deliverables – Best Practices

Beginning on page 37, Mindboard Consulting provided a series of industry standard best practices to serve as a guide in establishing IT policy and growth into the future. The IT Strategic Plan document provides a summary of these best practices in the following areas:

- IT Governance
- Financial Management
- Organization
- Talent Management
- Capabilities
- Infrastructure

These represent general standards averaged across all industries and are not tailored to either municipal government or smaller IT shops such as Wilsonville's. The Gap Analysis section later in the document identifies specific recommendations in each of these areas for Wilsonville IT.

Critical Analysis & Deliverables – Benchmarking

Page 53 starts the benchmarking section of the plan. Cities under 80,000 population, that were recent technology innovation award winners, were identified and selected to serve as benchmarks for Wilsonville. Comparing Wilsonville to larger, technology innovators, challenges Wilsonville IT to strive for a leadership role in technology and technology service delivery.

The benchmarking process found that in most of the compared categories, Wilsonville was on par or just below the benchmark cities' rankings. The following four areas were identified, however, as low in comparison to benchmarked cities:

- **IT Staffing** – Wilsonville's staff of 3 full-time equivalent positions (FTE) was identified as low. An additional FTE was approved in the FY 2016-17 budget and will help alleviate this issue.
- **Business Intelligence (BI)** – Wilsonville's lack of tools to track performance was highlighted, although only half of the benchmarked cities currently have some form of business intelligence (BI) or reporting tool. With the existing legacy enterprise systems due for replacement, integration with a BI tool at this point would be costly and inefficient, but it has been added as a long term goal in the Strategic Recommendations & Action Plan section of the document.
- **Customer Database** – With the replacement of existing legacy enterprise systems, and integration of major applications across the organization, a single customer database can reduce duplication and significantly increase efficiency. However, a policy discussion should be had, prior to implementation, with regard to potential customer privacy concerns. This is identified as a long term recommended project.
- **Web Presence and Social Media** – Because of the number of semi-integrated city web sites and disparate social media accounts, not all of which are monitored by any single department or individual, the city ranked low in this category. A project has been

identified and budgeted for in the FY16-17 fiscal year to conduct a site assessment and determine the best path for creating an integrated and centralized web and social media presence.

Critical Analysis & Deliverables – Gap Analysis

An IT Gap Analysis (page 67) was created as the result of an extensive internal needs assessment process that entailed conducting over 40 interviews of staff at varying levels of each department in the organization. These results are organized into two sections, Information Services Gaps and Enterprise Systems Gaps.

Information Services Gaps utilize the best practices specified earlier in the document and observation of the City's Information Services Department to identify the current state, desired future state, and resulting gap in six overall critical areas.

Enterprise System Gaps looked at each of the major enterprise applications and determined who utilizes the application, for what purpose, through what processes, and what additional functionality is required or desired. As would be expected with legacy system use, considerable duplication, inefficiencies, and gaps in integration exist among and between the enterprise systems.

Strategic Recommendations & Action Plan

Major technology projects identified through the gap analysis and public outreach were prioritized according to available resources, alignment with Council Goals, potential impact on the community, efficiencies gained, and competing project priorities. These projects are part of the Strategic Recommendations beginning on page 101. A list of the projects identified for FY16-17 and FY17-18 is provided below, along with project status and return on investment (ROI) in the form of expected efficiencies.

1. **Streamline IT Procurement Process** – complete IT Strategic Plan and set up annual plan review process.
Status: In progress – expected completion by December of 2016.
ROI: The IT Strategic Plan will help identify inefficiencies in existing systems and provide a framework for technology expenditure and reserve funding needs.
2. **Streamline IT Funding** – work with Finance and various city departments to implement an IT capital reserve fund and IT oversight of enterprise system replacement funding.
Status: Will take place concurrent with FY17-18 budget process starting in January of 2017.
ROI: Streamlining funding oversight and creating a reserve will enable the City to plan appropriately for IT replacements and avoid expenditure spikes in any one year which may be difficult to fund.
3. **Develop Fiber Business Plan** – work with staff and Council to develop a plan for the long term use and expansion of the City's fiber infrastructure assets.

Status: Currently underway. Began in the FY15-16 budget year, but work was carried forward into this fiscal year. A supplemental request will be needed to “carry-over” unspent funds from the previous fiscal year to the current.

ROI: Depending on the direction provided by Council, several opportunities exist for significant ROI with the fiber itself. The business plan will provide estimates of the relative risks, opportunities, and returns. Without a plan, the existing fiber asset is likely to be underutilized.

4. **Hire IT Assistant (1 FTE)** – hire a dedicated helpdesk support person to allow existing Systems Analyst to focus on project-based work.

Status: Funded for current fiscal year – recruitment underway.

ROI: Will increase capacity in IT for additional project work, which will increase the speed with which critical system replacements and new implementations can be addressed.

5. **Implement Enterprise-wide Integrated Event, Facility Booking, and Volunteer Management System** – replace ActiveNet, Volunteer Works, and Volgistics with a single system available to all stakeholder departments.

Status: Needs assessment and cost estimation planned for current fiscal year, with selection and implementation in FY17-18.

ROI: Current ActiveNet software has expensive per transaction cost and Volunteer Works software is no longer supported by vendor. Several departments conduct event and/or volunteer management manually. An enterprise system would remove manual processes, reduce risk associated with unsupported application, reduce transaction costs, and create cross departmental efficiencies with shared data.

6. **Combine City Web Sites and Social Media Accounts** – collapse existing multiple web sites and social media accounts to create integrated calendars, news, searches, and notification system across all departments. New system should allow for major departments to maintain their current navigation structure while consolidating social media accounts for more consistent branding and messaging.

Status: Assessment of current web sites and social media presence included in current fiscal year budget with completion anticipated by fiscal year end.

ROI: Integration of web site calendaring, news, and notification systems will reduce current duplicate entry, as will the consolidation of the social media accounts. It will also enhance branding, provide more consistent messaging, and improve service to the public.

7. **Upgrade Exchange – Evaluate Cloud-based Email Alternatives** – investigate hosted and on premise email options for replacement or upgrade of existing aged Microsoft Exchange server. Replacement system should address ongoing mailbox storage limitation issues.

Status: Underway with funding allocated for current fiscal year. Anticipate completion by spring of 2017.

ROI: Current version of Exchange is reaching end of support life. Newer versions of Exchange include advanced security, anti-spam, anti-malware, and enhanced mobile solutions to improve remote access. Cloud-based Exchange could eliminate the need for on-site servers and storage management.

- 8. **Implement Run Cutting System for SMART** – implement a system or alternative process to provide transit with run cutting capabilities after the current Operations Manager’s retirement.

Status: In progress – investigating consulting services to design in-house.

ROI: Current manual process will be replaced with a more automated system.

- 9. **Develop Disaster Recovery Plan** – create a formal disaster recovery plan that addresses the lack of redundancy in high speed business internet connectivity and the lack of geographic dispersal of the city’s mirror site.

Status: Estimated completion by end of current fiscal year.

ROI: Such a plan will ensure the continuity of the City’s business systems in the event of a catastrophic disaster, such as a major earthquake.

- 10. **Develop IT Policies and Procedures** – Formally document IT Policies and Procedures.

Status: Estimated completion by end of current fiscal year.

ROI: IT Policies and Procedures will provide clarity and consistency to the City’s use of technology, and ensure that the future acquisition and implementation of technology is done in a strategic manner.

EXPECTED RESULTS:

The IT Strategic Planning process will strengthen our existing IT systems, provide the City with a 3 to 5 year path for future technology purchases, and enable Wilsonville to become a leader in technology service delivery.

TIMELINE:

A resolution is expected to be delivered to Council for adoption of the IT Strategic Plan in September or October of 2016.

CURRENT YEAR BUDGET IMPACTS:

Consulting services were included in the FY 2015-16 budget. A supplemental budget request to “carry-over” the unspent funds for consulting services will be brought before Council in the fall of 2016.

FINANCIAL REVIEW / COMMENTS:

Reviewed by: SCole Date: 8/3/16

LEGAL REVIEW / COMMENT:

Reviewed by: _____ Date: _____

COMMUNITY INVOLVEMENT PROCESS: A public survey and virtual open house were conducted in order to solicit feedback from the community, as well as a focus group meeting held with the Leadership Academy members.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY (businesses, neighborhoods, protected and other groups): The IT Strategic Plan identifies additions and enhancements to technologies that the City can make in order to provide improved service to residents, businesses, and visitors in Wilsonville.

ALTERNATIVES: N/A

CITY MANAGER COMMENT:

ATTACHMENTS:



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: August 15, 2016		Subject: Willamette Falls Locks “Section 106” Memorandum of Agreement (MOA) Staff Member: Mark Ottenad, Public/Government Affairs Director Department: Administration	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input checked="" type="checkbox"/> Information Only <input checked="" type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: If City Council finds the MOA is acceptable, staff intend to bring forward for approval at the September 8 City Council meeting Consent Agenda.	
Staff Recommendations: For information and direction.			
Recommended Language for Motion: NA			
PROJECT / ISSUE RELATES TO:			
<input checked="" type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL

Does the City Council wish to sign the attached MOA as a concurring party to the Willamette Falls Locks agreement

EXECUTIVE SUMMARY

Based on City Council priorities, the City has participated in local, state and federal activities designed to advance efforts to repair and re-open the Willamette Falls Locks to river traffic. Repairing and reopening the Willamette Falls Locks is a component of the City’s State and Federal Legislative Agendas.

The proposed MOA is required by federal regulations to accomplish the goal of mitigating adverse effects created with closure of the Locks. As required by the Section 106 under the

NHPA, the Corps has developed an MOA in conjunction with the State Historic Preservation Office (SHPO) and the President's Advisory Council on Historic Preservation (ACHP). Under normal circumstances, this consultation and development of an MOA would have occurred prior to the emergency closure of the Locks in 2011.

Staff members of the U.S. Army Corps of Engineers, Portland District Office, have indicated a preference and willingness to assist in studying and funding repairs to the closed Willamette Falls Locks in order to facilitate transfer of ownership and operation to a new entity. A number of stakeholders known as the One Willamette River Coalition coordinated by the Willamette Falls Heritage Foundation and the National Trust for Historic Preservation, and now the Locks Working Group and Locks State Task Force are advancing efforts to actuate the proposed transfer of ownership and to restore and reopen the Locks.

The MOA in essence provides a “road map” forward for all parties regarding the Corps’ obligations in the process of documenting conditions of the Locks and advancing efforts to repair and re-open the Locks. The City Attorney’s legal review found:

The MOA is odd in that it states, effectively, as a concurring party, the City agrees with the contents but is not an actual signatory with any rights thereunder, and the City agrees to all of the processes set forth in the agreement.

Bottom line is that this MOA is an odd legal document, but signing is okay as long as the City does intend to make some reasonable contribution at some point to the project, understanding that the City would have to find it reasonable and the document contains no set obligation.

At this time, the City understands that a majority of the concurring parties intend to sign the MOA; as treaty-holding entities with the U.S. government, listed tribal governments are likely to seek a different avenue to participate. The complete set of prospective concurring parties includes:

- Local Governments
- Clackamas County
 - Metro
 - Oregon City
 - West Linn
 - Wilsonville

- Businesses
- Portland General Electric
 - Wilsonville Concrete / Marine Industrial Construction LLC
 - West Linn Paper
- Nonprofits
- National Trust For Historic Preservation
 - One Willamette River Coalition
 - Willamette Falls Heritage Foundation
 - Willamette Falls Heritage Area Coalition
 - Restore Oregon
 - Clackamas County Historical Society
 - Willamette River Keepers
 - Enrg Kayaking

BACKGROUND INFORMATION

The City—along with other local and tribal governments, businesses and nonprofits—has been identified and participating for the past three years as a “concurring party” in the ongoing process of Section 106 of the National Historic Preservation Act (NHPA) pertaining to the closure of the Willamette Falls Locks. The City is now invited to sign as a concurring party to the Memorandum of Agreement (MOA) between the U.S. Army Corps of Engineers and state and federal historic advisory bodies pertaining to the 2011 closure of the Locks.

The Corps of Engineers recognizes that the 140-year-old Willamette Falls Locks is a historical asset that can provide a number of benefits for various river users. However, due to the severe reduction over time of “tonnage” being transported through the Locks, coupled with the costs of operations and maintenance and declining federal support, the Corps was having difficulty in continuing to operate or maintain the Locks.

In December 2011 the Corps closed the Locks indefinitely to river traffic and placed them in “non-operational” status due to finding a “life safety emergency” with key components used to operate the Locks. Normally, however, the Corps would have first conducted a Section 106 analysis under the National Historic Preservation Act (NHPA) and a “NEPA” review under the National Environmental Policy Act to study and disclose to the public and decision-makers the adverse effects of the proposed action to close the Locks. Both of these processes develop potential binding mitigation measures that can be either broad and all-embracing or narrow with incremental steps.

Over the past three years, the Corps has conducted the required NHPA Section 106 process to examine the impacts of the current decision to close the Locks.

The Portland Corps leadership has indicated a preference for reopening the Locks; however, to do so, the Corps anticipates transferring ownership and/or operations to another entity that is yet to be identified. The Corps states that “deauthorizing” the Locks as a federal project and transferring the facility to a new owner/operator would take two-plus years.

The Corps has received funds from the Office of Management and Budget to conduct a “disposition study” that would provide a complete, detailed assessment of the Lock’s condition and Analyze disposition options, including transfer or removing.

A coalition of businesses, local governments and nonprofit organizations known as the One Willamette River Coalition believes that the Lock facilities are vital for a wide range of river uses that include commercial, industrial, recreational, tourism and marine patrols. Clackamas County has convened a WFLocks Working Group of stakeholders which is negotiating with the Corps and pursuing all options for repairing and reopening the Locks. The State Legislature created a State Task Force to look at long-term solutions.

Because Wilsonville could benefit from an operational Locks, especially as it relates to the City Council’s goal for a vital multi-modal transportation network and economic development opportunities, the Foundation requested City support for funds for an economic study on the potential benefits for reopening the Locks. The City Council approved in January 2014 a \$2,500 contribution to the study conducted by ECONorthwest, which was released on September 30, 2014 as the *Willamette Locks Economic Potential Report*.

Subsequently, the City Council adopted Resolution No. 2496, “A Resolution of the City of Wilsonville Supporting the Reopening of the Willamette Falls Locks,” in November 2014. Similar resolutions were adopted by many local governments and organizations, including those that are now listed as concurring parties to the MOA.

In adopting the City’s 2015-16 State Legislative Agenda in January 2015, the City Council prioritized efforts to re-open and maintain the Locks in an operational status. Working in conjunction with the One Willamette River Coalition and Locks Working Group, the City assisted in successfully lobbying the Oregon Legislative Assembly to allocate \$500,000 for study and repair efforts. Concurrently the parties are working with Offices of U.S. Senators Ron Wyden and Jeff Merkley to obtain federal funds to match the state funds.

In addition to the direct and immediate river-based transportation objectives, operational Locks could provide additional benefits. Officials from Wilsonville Concrete, Inc., and Marine Industrial Construction, LLC, have indicated that 15–30 total jobs could be impacted if the Locks are not re-opened on a permanent basis. Wilsonville Concrete and Marine Industrial Construction, which has used the Locks for 127 years, currently conducts extensive work along the Willamette and Columbia Rivers for various businesses and agencies for marine repair and dredging operations, and historically have moved substantial amounts of aggregate to Wilsonville from down river. Each barge carries the volume of aggregate equivalent to 30–35 loaded dump trucks. On an annual basis, regular use of the river to transport aggregate to Wilsonville could reduce truck traffic in the city by more than 5,000 dump-truck trips and more than 360,000 truck miles annually on the Oregon roads systems.

Operational Locks would also allow the City to consider establishing a “port,” which could be eligible for various state and federal funding programs. Eventual development of a port at Wilsonville, the second highest navigable city on the Willamette River, could add to the sustainable logistics hub that Wilsonville is known for historically, while creating additional employment by attracting logistic firms to the area.

The Locks being open would also support the US Coast Guard-required maintenance schedule for the Canby Ferry at roughly 10% of the cost structure needed without the Locks being open. Additionally, state and local law enforcement would have additional capacity available for movement along the river if the Locks are operational.

As the City develops a tourism strategy, recreational access to and use of the Willamette River continues to rise as an issue deserving of further study and consideration. In addition to activities such as float trips on the Willamette River Water Trail, river cruises from Portland to Oregon wine country are a potential tourist attraction that could be developed if the Locks were operational.

CURRENT YEAR BUDGET IMPACTS

No current fiscal year budget impacts are anticipated.

FINANCIAL REVIEW / COMMENTS:

Reviewed by: S Cole Date: August 1, 2016

No material budget impacts are known at this time.

LEGAL REVIEW / COMMENTS

Reviewed by: B Jacobson Date: August 1, 2016

See specific legal comments in the Executive Summary of this report.

CITY MANAGER COMMENT

Support for reopening of the Locks appears to be in alignment with City Council goals and City policies.

ATTACHMENTS

- A.** Willamette Falls Locks “Section 106” Memorandum of Agreement (MOA) and Exhibits:
Memorandum of Agreement Between the U.S. Army Corps of Engineers, Portland District and the Oregon State Historic Preservation Officer, and the Advisory Council On Historic Preservation Regarding the Interim Closure of the Willamette Falls Locks, West Linn, Oregon

**MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS, PORTLAND DISTRICT
AND THE
THE OREGON STATE HISTORIC PRESERVATION OFFICER,
AND THE
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE INTERIM CLOSURE OF THE WILLAMETTE FALLS LOCKS,
WEST LINN, OREGON**

WHEREAS on December 1, 2011 the Dam Safety Officer for the Portland District, U.S. Army Corps of Engineers recommended Gates 2, 3, and 4 be red-tagged for use until the gudgeon anchors are replaced; and subsequently on December 5, 2011 the U.S. Army Corps of Engineers, Portland District (Corps), under its emergency operational authority, closed the Willamette Falls Locks (Locks) to vessel traffic (the “undertaking”) due to life safety concerns related to the potentially unsafe physical conditions of the gudgeon anchors on Gates 2, 3, and 4; and,

WHEREAS the repairs to address the immediate dam safety and operational safety concerns has been estimated to cost between three to five million dollars; and,

WHEREAS the decline of commercial tonnage through the Locks from 1990 to 1997 caused more than a 99% decline in navigational benefits causing in a commensurate decline in funding for Operations, Maintenance, Repair, Replacement, and Rehabilitation activities to support the navigation authority of the Locks which led to Caretaker funding for minimal maintenance activities of the facility starting in 2006; and as the decline in commerce has persisted for more than 15 years, the repairs to the underground gudgeon anchors at Gates 2, 3 and 4 are deemed not economically justified; and,

WHEREAS the Locks are a historic property that was listed in the National Register of Historic Places in 1974, and therefore, pursuant to 36 C.F.R. § 800.5(1), the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f), the Corps notified the Oregon State Historic Preservation Officer (SHPO) on May 15, 2014 that the undertaking posed an adverse effect to the features and qualities that made the Locks eligible for listing, (Appendix A) to which the SHPO agreed; and,

WHEREAS the Corps has defined the undertaking's area of potential effects (APE) as the Locks, associated structures, and environs, to include the Lock Operator and Administration buildings, dock, and park easement along the west side of the Locks chambers (map of APE is attached as Appendix B); and,

WHEREAS the undertaking resulted in adverse effects to historical associations, specifically, associations with transportation and navigation history, and with tribal access to the Willamette Falls via the Locks to conduct traditional cultural practices; and,

WHEREAS, although no immediate or additional adverse effect to the physical engineering qualities of the Locks was realized by the undertaking, further examination of materials and operating components of lock walls and gudgeon anchors on Gates 2, 3, and 4 would be necessary to determine if, and to what degree, further decline may have occurred since closure; and,

WHEREAS the Corps acknowledges that, since 2011, there has been continued impact on certain cultural, economic, and recreational goals of the proposed Willamette Falls National Heritage Area, the 2015-designated State Heritage Area, the 2012-designated National Water Trail, and the 1999-designated American Heritage River; to all of which the Locks is a significant and contributing resource; and,

WHEREAS the Corps acknowledges that the undertaking has eliminated the potential of commercial navigation through the Locks, resulting in a loss of economic opportunity for some sectors of the community; and,

WHEREAS the Corps considers the undertaking to be an essential and immediate response to an emergency condition threatening both life and property; the Corps has, through this consultation, notified SHPO, the Council, and the tribes within the time and resources available (36 C.F.R. § 800.12 (b)(2)) so that comments and suggestions on how to appropriately mitigate for the subject undertaking could be provided. Stipulations provided in this agreement address adverse effects that resulted from the undertaking in 2011, although the last vessel permitted through the Locks occurred in July 2013. No data or information has been identified or presented to demonstrate that the mitigation needs have changed since the date of closure; and,

WHEREAS the Locks chambers and environs are no longer publicly accessible on a regular basis due to safety concerns and budgetary constraints, the Corps has provided supervised, infrequently scheduled opportunities for on-site viewing to requesting parties and has supported various events such as the Willamette Falls Heritage Foundation's Lock Fest; and,

WHEREAS the Corps invited participation of the Confederated Tribes of Grand Ronde (CTGR), the Confederated Tribes and Bands of the Yakama Nation, the Confederated Tribes of the Warm Springs Reservation of Oregon, and the Confederated Tribes of Siletz Indians who attach religious and cultural significance to lands within the Willamette Falls Locks and around the Willamette Falls; and,

WHEREAS the Corps has invited the West Linn Certified Local Government, National Trust for Historic Preservation (NTHP), Willamette Falls Heritage Foundation (WFHF), Clackamas County (CC), Clackamas County Historical Society, Willamette Falls Heritage Area Coalition (WFHAC), Metro, Oregon Marine Board, Oregon City, Portland General Electric Company, Wilsonville Concrete LLC, Marine Industrial Construction LLC, WCP INC, Pacific Northwest Waterways Association (PNWA), Restore Oregon, City of Wilsonville and other identified stakeholders to participate as concurring parties; and,

WHEREAS many of the consulting parties endorse the repair and reopening of the Locks in order to achieve potential cultural, economic, commercial and recreational goals of state and local stakeholders; and acknowledge since closure of the Locks, the Corps' annual requests for Congressionally appropriated funding for repairs have not been successful because the costs of rehabilitation outweigh the commercial navigation benefits to the nation and therefore, agree, although not part of the current undertaking or this Section 106 consultation, the most viable long term disposition of the Locks may be through a transfer of ownership to another agency or via alternative management of the facility through cost-sharing of repairs, leasing the facility, or other arrangement; and,

WHEREAS the Corps serves as an ex-post participant in the Senate Bill 131 Task Force whose purpose is to: 1) compile information related to the Willamette Falls Locks and Canal; 2) consider means of facilitating the repair and reopening of the facility; 3) develop a plan for its sustainable operation; and 4) deliberate the future disposition of the facility via either the future lease or transfer from the Corps to a specified non-federal entity. It is anticipated much of the future Federal investigation described in Stipulation III below will be helpful to the Task Force when developing the future governance model and funding mechanism for the long term repair and operation of the facility.

WHEREAS the Corps has received initial funding to conduct an investigation for the final disposition / divestiture report.

WHEREAS in accordance with 36 C.F.R. § 800.6(a)(1), the Corps has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effects determination with specified documentation, and the ACHP has chosen to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and,

WHEREAS the parties acknowledge additional Section 106 consultations will be required prior to a future decision regarding the permanent long term disposition of the facility;

NOW, THEREFORE, the Corps, SHPO, and the ACHP agree that the Corps will implement the following stipulations in order to mitigate adverse effects to the Locks caused by the undertaking:

STIPULATIONS

The Corps shall ensure that the following measures are carried out:

- I. Conduct regular informational meetings no less than twice a year with signatories and concurring parties to report on progress made toward accomplishing Stipulations III-V.
- II. Conduct a meeting with signatories, concurring parties, and other Federal and non-Federal stakeholders a minimum of every two months, or as required, to discuss possible options for the long term disposition of the Locks. Such a meeting would be with local interests that have organized under the leadership of the Clackamas County (identified as the Willamette Falls Locks Working Group) to study issues relating to repair, reopening and operation of the Locks. The goal of the process is to develop a report described in Stipulations IIIA or IIIB. This meeting can be accomplished during one of the meetings described in Stipulation I.
- III. Future investigations, which shall include but not be limited to:
 - A. Beginning in Fiscal Year 2017, will conduct a three year, 100% federally funded engineering investigation of the Locks' essential operating materials and components in order to identify the condition of the facility and/or repairs needed to meet standards established by the Corps that would support either the deauthorization, decommissioning, and divestment of the Locks or a complete change in management of the facility, whereby reopened operations result from contributed funds and provide the future owner and/or operator guidance in mid and long-term capital needs. This investigation may include the following:

1. A forensic investigation of the operating components (gudgeon anchors, masonry, and wood materials of the lock walls) using minimally invasive techniques and technologies to probe non-visible conditions and substrates;

2. An updated technical condition of the facility;

3. An updated economic analysis to identify the least cost alternative to decommission the facility; an environmental condition of the property to assess the presence, abundance and cleanup requirements resulting from hazardous and toxic materials exposed within the locks and ship canal.

4. Pertinent structural repairs to the locks so that the locks are returned to a safe and operable condition

5. May include pertinent assessments identified in Stipulation IIIB.

B. Will pursue with the Willamette Falls Locks Working Group a 50/50 cost share study to identify the necessary analysis and administrative steps necessary for alternate ownership or management of the Locks. The study, if pursued, may include the following:

1. An updated technical condition of the facility to assess the rate of deterioration, the risks and potential liabilities associated with the facility, and the need, if any, for dredging and proper disposal of dredge materials;

2. Consideration, including an economic assessment, of transfer of ownership and/or operations of the facility to an identified transferee;

3. An economic evaluation of potential reauthorization of the facility to a different mission;

4. An economic analysis of the status quo closure condition;

5. Evaluation, including economic assessment, of de-authorization, decommissioning and divestment of the facility;

6. A current cost estimate to repair and return the Locks to safe operability;

7. An economic opportunity analysis of reopening and continued operation;

8. A full investigation of all environmental and regulatory requirements, including addressing NEPA and Section 106 requirements of both repair and final disposition options;

9. An assessment of the real estate title and boundary issues, resulting in a detailed scope, schedule, and budget to resolve any potential real estate issues;

10. An environmental condition of the property to assess the presence, abundance and cleanup requirements resulting from hazardous and toxic materials exposed within the locks and ship canal; and,

11. Assessment of any continued Corps regulatory oversight requirements that may transfer to a new third-party operator.

Should a cost shared study be of mutual interest, the Corps shall execute a separate agreement with the appropriate non-federal sponsor.

IV. Continue current caretaker activities commensurate with obligations under Section 110 of the National Historic Preservation Act to preserve and protect significant character defining features of the property, defined herein as the inspection and monitoring of the Locks' status through scheduled operation of gates to identify mechanical changes in performance; surface observation and monitoring of condition and potential deterioration of gudgeon anchors and lock walls; removal of intrusive objects or plant material that may cause harm to operating components; the monitoring of any geophysical activities that may pose harm to the resource; and the prevention of public access that may result in vandalism or other deliberately imposed harm.

V. Continue support of public outreach endeavors, including, but not limited to:

A. In cooperation with any volunteers, permit public tours of the Locks concurrent with Corps personnel on-site inspections and minimal maintenance activities, and continue to support local endeavors to heighten public awareness and appreciation of the Locks, as exemplified by the Willamette Falls Heritage Foundation's Lock Fest.

B. Upon requests and invitations, the Corps shall provide public presentations of the Locks' Past, Present and Future to interested organizations.

C. Corps shall conduct on-going conditions assessment of interpretive displays and shall inventory historical items, photographs, archives, and artifacts on display at the Lock Operator's Building and Museum, and seek professional services within the USACE or other curation facilities to inventory and conserve artifacts, archives and photos, and upgrade interpretive exhibits, so long as the Locks is in caretaker status. SHPO shall be afforded 30 days to review and comment on revisions and/or layout and content when interpretive elements are modified or replaced. The Corps shall review requests and facilitate the temporary loan of historic artifacts and resources to qualified local museums for public education purposes.

D. In consultation with signatories to this agreement, the Corps shall contract the development of a book, website, or video documentary to commemorate the history of the Willamette Falls Locks.

E. The Willamette Falls Locks and Navigation Canal will be documented for submittal to the Historic American Engineering Record (HAER) by a qualified professional meeting National Park Service Standards (36 C.F.R. part 61) in coordination with appropriate NPS staff. HAER documentation will incorporate, expand upon, and complete HAER documentation previously prepared for the Willamette Falls Locks Chamber No. 1 (completed in 1980). Draft documentation will be submitted to Oregon SHPO and the NPS for review and approval. The Corps will assure that any required modifications or revisions necessary for NPS approval of the HAER submittal are accomplished in a timely manner. Once NPS has reviewed and accepted the final documentation, it will be duplicated in either digital or hardcopy as preferred and supplied to NPS, SHPO, University of Oregon and the Oregon Historical Society. Proof of submittal of the NPS-approved HAER documentation to each of the above repositories will be provided to SHPO, completing this stipulation within four years of the final signature of this Memorandum of Agreement (MOA).

F. Within one of year of execution of this MOA, the Corps will further consult with the tribes to develop a mutually agreeable plan to enable means for conducting traditional cultural practices at Willamette Falls Locks.

G. Within twelve months of execution of this MOA, the Corps will have investigated and discussed the results of their investigation with the Willamette Falls Working Group the need for the Locks to be repaired and operational prior to transfer.

VI. ANTI-DEFICIENCY ACT

A. The Corps shall make reasonable and good faith efforts to secure the necessary Federal funds to implement this MOA. The parties agree that any requirement for obligation of funds arising from the terms of this agreement shall be subject to inclusion in the President's Budget and the availability of congressionally appropriated funds for that purpose. This agreement shall not be interpreted to require the obligation or expenditure of funds in violation of the Anti-Deficiency Act.

B. If compliance with the Anti-Deficiency Act alters or impairs the Corps' ability to implement the stipulations of this MOA within the term of this agreement, the Corps shall conduct supplementary consultation with the signatories and concurring parties in accordance with Stipulations VII and VIII below.

VII. DURATION

This MOA will expire upon completion of requirements in the above Stipulations, or if its terms are not carried out, within ten years from the date of its execution. Prior to such time, the Corps may consult with the other signatories and concurring parties to reconsider the terms of the MOA and amend or renew it in accordance with Section IX below.

VIII. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, the Corps shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the Corps' efforts to carry out the terms of this MOA. In addition to an annual report, per Stipulation I above, the Corps will conduct meetings as required with signatories, concurring parties and other stakeholders to report on progress made toward accomplishing the terms of this agreement.

IX. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Corps shall consult with such party to resolve the objection. If the Corps determines that such objection cannot be resolved, the Corps will:

1. Forward all documentation relevant to the dispute, including the Corps' proposed resolution, to the ACHP. The ACHP shall provide the Corps with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Corps shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. The Corps will then proceed according to its final decision.

2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the Corps may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Corps shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

3. The Corps shall carry out all other actions subject to the terms of this MOA that are not the subject of the dispute.

X. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

XI. TERMINATION

A. If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Section IX above. If, within thirty (30) days (or another time period agreed to by all signatories), an amendment cannot be reached, any signatory may terminate their interest in the MOA upon written notification to the other signatories.

B. If the MOA is terminated, and, prior to work continuing on the undertaking, the Corps must either (a) execute an MOA pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. The Corps shall notify the signatories as to the course of action it will pursue.

C. Execution of this MOA by the Corps, SHPO, and ACHP, and implementation of its terms evidences that the Corps has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

**U.S. ARMY CORPS OF ENGINEERS,
PORTLAND DISTRICT**

**OREGON STATE HISTORIC
PRESERVATION OFFICER**

Jose L. Aguilar
Colonel, Corps of Engineers
District Commander

Date: _____

Ms. Christine Curran
Deputy

Date: _____

**ADVISORY COUNCIL ON
HISTORIC PRESERVATION**

Mr. John M. Fowler
Executive Director

Date: _____

CONCURRING PARTIES:

Signing as a concurring party is primarily a way to express agreement with the contents of the MOA and acceptance of the outcome of the process (36 CFR 800.6(c)(3). Concurring parties do not have the rights of signatories; their approval is not needed to execute, amend, or terminate the MOA.

CONFEDERATED TRIBES OF GRAND RONDE

Reynold L. Leno, Chair

Date: _____

CONFEDERATED TRIBES OF THE WARM SPRINGS RESERVATION OF OREGON

[insert name and title]

Date: _____

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION

[insert name and title]

Date: _____

NATIONAL TRUST FOR HISTORIC PRESERVATION

_____ Date: _____
[insert name and title]

CLACKAMAS COUNTY

_____ Date: _____
[insert name and title]

METRO

_____ Date: _____
[insert name and title]

OREGON CITY CERTIFIED LOCAL GOVERNMENT

_____ Date: _____
[insert name and title]

WEST LINN CERTIFIED LOCAL GOVERNMENT

_____ Date: _____
[insert name and title]

ONE WILLAMETTE RIVER COALITION

_____ Date: _____
[insert name and title]

WILLAMETTE FALLS HERITAGE FOUNDATION

_____ Date: _____
[insert name and title]

WILLAMETTE FALLS HERITAGE AREA COALITION

Date: _____

[insert name and title]

RESTORE OREGON

Date: _____

[insert name and title]

PORTLAND GENERAL ELECTRIC

Date: _____

[insert name and title]

CITY OF WILSONVILLE

Date: _____

[insert name and title]

PACIFIC NORTHWEST WATERWAYS ASSOCIATION

Date: _____

[insert name and title]

CLACKAMAS COUNTY HISTORICAL SOCIETY

Date: _____

[insert name and title]

WILSONVILLE CONCRETE / MARINE INDUSTRIAL CONSTRUCTION LLC

Date: _____

[insert name and title]

WEST LINN PAPER

[insert name and title]

Date: _____

WILLAMETTE RIVER KEEPERS

[insert name and title]

Date: _____

eNRG KAYAKING

[insert name and title]

Date: _____



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, PORTLAND DISTRICT
PO BOX 2946
PORTLAND OR 97208-2946

MAY 15 2014

Planning, Programs and Project
Management Division

Mr. Roger Roper
Deputy State Historic Preservation Officer
Oregon Parks and Recreation Department
State Historic Preservation Office
725 Summer Street NE, Suite C
Salem, OR 97301-1266

RE: Continued Section 106 Consultation Regarding the Caretaker Status of the Willamette Falls Locks, Oregon City, Clackamas County, Oregon

Dear Mr. Roper:

The U.S. Army Corps of Engineers, Portland District (Corps) is writing to notify you of its finding, pursuant to Section 106 (16 U.S.C. § 470f; 36 C.F.R. part 800) of the National Historic Preservation Act (Act), regarding the closure in November 2011 of the Willamette Falls Lock (locks), a property listed in the National Register of Historic Places (National Register). Please recall we previously notified you on August 21, 2013 about the potential for this action to cause effects on the resource in order to initiate compliance with the Corps' responsibilities under the Act. We have since determined that the closure of the locks to vessel traffic has had – and may continue to have – adverse effects on the character defining features and qualities that made the locks eligible for listing in the National Register.

Following our initial letter regarding this action, the Corps convened a Section 106 information meeting for consulting and invited parties wherein the Corps outlined the status of compliance, and sought input about the effects of the closure. The meeting took place February 25, 2014 at the Corps' Portland District office. A number of parties identified over the past year were invited to participate, including representatives from the Oregon State Historic Preservation Office, Certified Local Governments, historical organizations, elected officials, tribes, and leaders from the industrial, commercial, and recreation sectors. The Corps asked for comment specifically about the effects of the closure on the aspects of integrity that originally made the locks eligible for listing in the National Register, and also requested suggestions for developing the Area of Potential Effects (APE). Comments were recorded on paper and compiled for the record. At the conclusion of the meeting, the Corps explained that further comments would be received until March 28, 2014, at which time the Corps would communicate its findings of effects to the SHPO.

The following is a summary of considerations made by the Corps in developing an APE, and a rationale for a finding of adverse effects for the locks closure as regards National Register criteria and integrity guidelines.

Area of Potential Effects

Based upon review of comment letters and its own investigations, the Corps recommends that the APE for the closure action is defined by the entirety of the Corps owned resource, including the adjacent park land that includes buildings and structures incidental to the historic period. A map of the proposed APE is attached for your reference. While there are clearly a number of contemporary recreational and commercial uses that have relied upon the locks throughout the years, as well as potential cultural activities that may realize future benefits from a functioning locks, none of these interests – even if potentially historic – has lost measurable integrity due to closure.

The Corps considered whether a potential historic property outside of the locks boundaries, upstream or downstream, would lose its criterion A associations because the locks has ceased to pass vessels. It was determined that such a property would lose critical historical associations only if its eligibility has been visually or functionally dependent upon the operation of the locks. An example would be a river front structure fifty years of age that derived its primary significance from the servicing or outfitting of vessels before they entered the locks. The Corps has not identified properties with such associations that have been compromised by the closure. However, should specific examples of this association be presented, further investigation of property eligibility and effects can be made.

The Corps also did not find evidence that architectural or engineering values of properties located outside of the locks have been affected with respect to design, style, workmanship, or materials, though it can be asserted that the locks itself has experienced a loss of physical integrity, as discussed below.

In developing the APE, the presence of other National Register listed and eligible properties adjacent to or nearby the locks was also considered, including the Sullivan Power Plant and West Linn Paper Company, as well as the potential of a larger historic district that encompasses properties on Moore Island, as well as the locks. However, it was determined that, while certain economic relationships may have changed somewhat with the closure of the locks to vessel traffic, even if listed or eligible, these properties did not lose any critical historical associations or material integrity.

Finally, given the interest in establishing a heritage area in and around the falls, the Corps also considered the potential effects of the closure on a designation of this section of the river. While an operating locks might benefit commercial and recreational interests within a heritage corridor, the aggregate of historic properties – including a contributing, but non-active locks – could easily meet eligibility standards for such a designation. The Corps recommends that the

3

closure of the locks does not compromise the potential nomination and listing of a Willamette Falls heritage area. However, it can be anticipated that a broader thematic designation focused around a functioning locks could generate important benefits to the area through heritage tourism and related economic activities.

Navigation/Transportation - Criterion A

The Corps acknowledges the pivotal role the locks have played in the navigational and transportation history of the Willamette River and environs at this locale since its operation began in 1873. Certain vessels no longer congregate before the locks and cannot use the waterway as a viable avenue of transport. The ability to understand and experience the historic function the locks had in moving commerce and people around the falls was best understood by the actual operation of the gates and the passage of vessels through them. The closure has created a degree of isolation of the facility from both vehicle and foot access and thereby reduced the associative and experiential qualities of a vibrant water passage with river traffic moving through the lock chambers. Although the gates are periodically exercised, without the direct association of watercraft an understanding of the locks' mechanical operation and historical role is no longer fully understood or conveyed. It is therefore concluded that a degree of visual association with navigation and transportation history has been lost within the immediate boundaries of the resource where those activities took place and were in display.

Architecture/Engineering - Criterion C

The Corps acknowledges its obligation to meet the standard of preservation of the locks, defined as measures that stabilize, repair, and retain a property's existing form as evolved over time. Toward this goal, the Corps performs basic maintenance and exercises the gates on a regular basis, and conducted an engineering inspection and evaluation of components to identify conditions and associated costs to address critical needs. Reporting has shown the gudgeon anchors may be in decline and should be replaced, although the level of suspected deterioration is not fully known, due to limited funding to fully probe the status of these components. To date, this lack of funding has prevented the Corps from reaching definite conclusions about the condition of the anchors and their ability to support the gates, beyond the finding that safety risks are too high to continue allowing the public and vessels into the locks' chambers.

However, the Corps believes that deferring replacement of the anchors could result in some type of failure of these components at an indeterminate point in time, and that higher costs may be incurred if this work is postponed long term. Other aspects of the locks that may require future repair include the masonry walls and timber components, all of which receive basic monitoring as part of the overall custodial care of the facility. Therefore, although a complete picture of the locks' mechanical and physical status can only be speculated, the Corps recommends that without replacement of the gudgeon anchors some degree of adverse effects to the engineering values of the resource may occur.

Traditional Culture

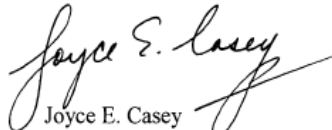
Comments from tribal representatives have shown that the locks were adapted during the historic period for various religious and cultural activities when full access to the falls was cut off by development. Though not cited in the National Register nomination, it has been demonstrated that access above the falls via the locks was essential for the continuance of traditional cultural and educational practices such as the canoe journey. Because the closure prevents native people from conducting these traditions and teachings to new generations, the Corps acknowledges the action has had an adverse effect on the tribes' ability to maintain certain aspects of their traditional culture. Non- native life ways based upon shipping and river transportation may also be viewed as aspects of traditional culture that have been curtailed to some degree by the closure action.

The Corps has determined that the closure of the Willamette Falls Locks to vessels has an adverse effect on the aspects of setting, association, and feeling that originally made the locks eligible for listing in the National Register, and that there is some potential for adverse effects to the character defining design, materials, features, and workmanship of the resource as long as the status of the gudgeon anchors and other materials and components remains partly unknown.

The Corps believes that continued engagement of all consulting and invited parties will be essential in crafting a meaningful resolution of adverse effects. The Corps also anticipates that all parties with cultural, historical, recreational, and commercial interests in the locks will provide valuable input into a separate Section 106 consultation if there is a future transfer of the property out of federal ownership. We look forward to further discussion of the Willamette Falls Locks closure with regard to this finding, and your advisement in developing the most appropriate means of avoiding, minimizing or mitigating the adverse effects of the closure action.

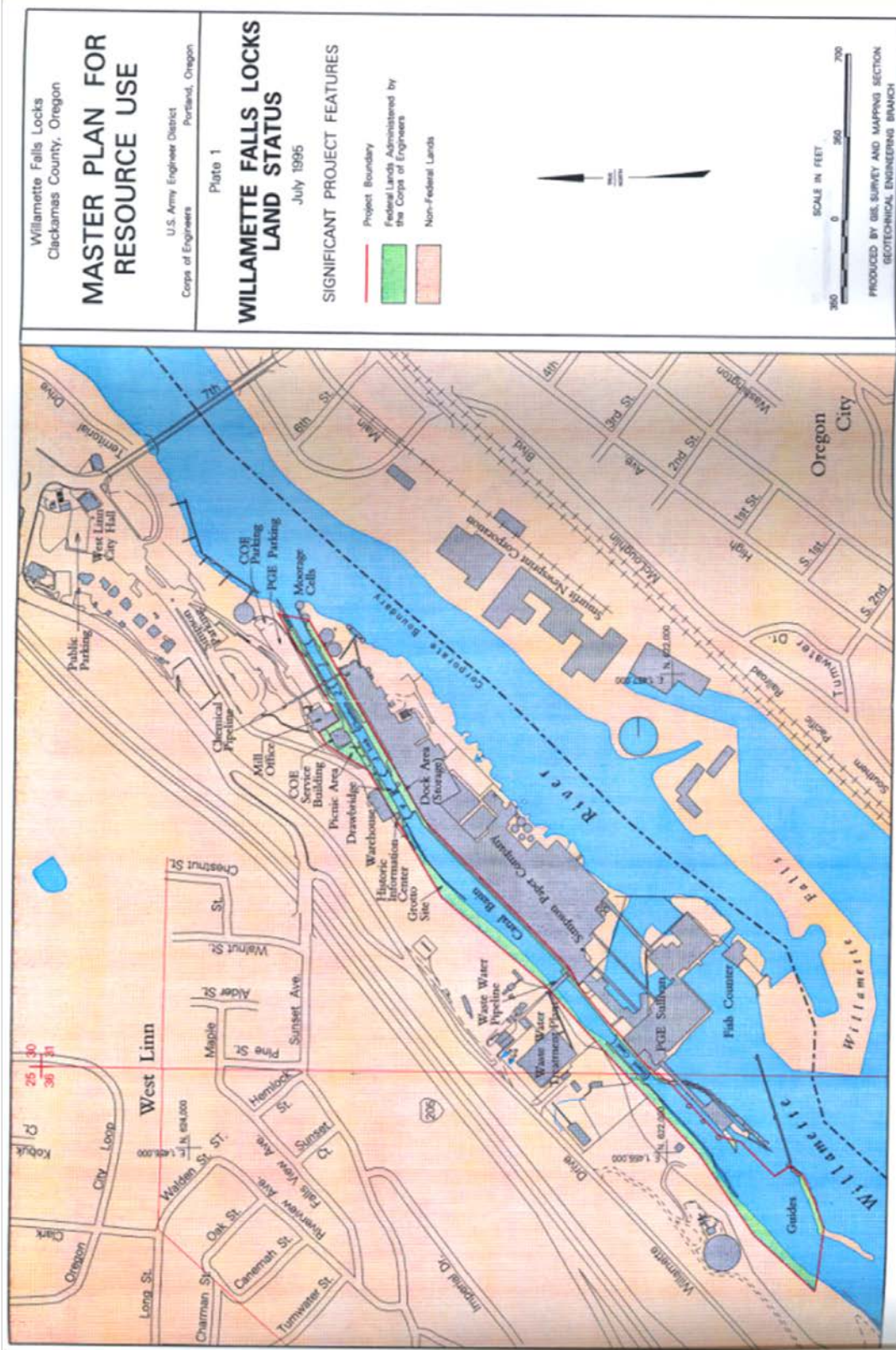
Questions regarding this evaluation may be directed to Ms. Lauren McCroskey, Program Manager, Technical Center of Expertise for the Preservation of Historic Buildings and Structures at (206) 764-3538, or by email at lauren.l.mccroskey@usace.army.mil.

Sincerely,



Joyce E. Casey
Chief, Environmental Resources Branch

Appendix A – Copy of Letter of Adverse Effects to State Historic Preservation Office



Appendix B – Boundary for the Area of Potential Effect is the “Project Boundary” outlined in red, constituting the Federal ownership, including the easement right-of-way for the Picnic Area.

Proclamation by the City of Wilsonville, Oregon, USA



Monday, August 15, 2016, Is

“Yeoju City Day in the City of Wilsonville” to

Celebrate International Peace and Cooperation



Whereas, The City of Wilsonville is pleased to host the Honorable Yeoju City Mayor Won Kyeong Hei and a visiting delegation of officials from Gyeonggi-Do province, Republic of South Korea; *and*

Whereas, As the site of the Oregon Korean War Memorial in Town Center Park, the City of Wilsonville is proud to work with leaders of the Korean War veterans and Korean-American communities and their organizations, including the Korean War Veterans Association/Oregon Trail Chapter and Korean War Memorial Foundation of Oregon, to recognize and honor those who have served in the defense of a free and democratic South Korea; *and*

Whereas, The Cities of Wilsonville and Yeoju City both recognize the value of higher education in practical, technical fields for economic-development purposes that advance our quality of life, create new products and improve current business processes by hosting respectively the Oregon Institute of Technology (“Oregon Tech”) and the Yeoju Institute of Technology; *and*

Whereas, The communities of Wilsonville and Yeoju City seek international peace, economic well-being and cooperation among all peoples of the world that is founded on education, self-determination, mutual understanding, cultural exchange and equitable trade.

Now Therefore, I, City of Wilsonville Mayor Tim Knapp, do hereby proclaim on behalf of the Wilsonville City Council that Monday, August 15, 2016, Is “Yeoju City Day” in the City of Wilsonville to Celebrate International Peace and Cooperation.

Tim Knapp, Mayor
City of Wilsonville, Oregon



City of Wilsonville 2016 National Preparedness Month

WHEREAS, “National Preparedness Month” creates an important opportunity for every resident of the City of Wilsonville to prepare their homes, businesses, and neighborhood for any type of emergency including natural disasters and potential terrorist attacks; and

WHEREAS, investing in the preparedness of ourselves, our families, businesses, and schools can reduce fatalities and economic devastation in our community; and

WHEREAS, the City of Wilsonville and other local, state, federal, tribal, territorial, private, and volunteer agencies are working to increase public awareness by preparing for emergencies and educating individuals on how to take action; and

WHEREAS, emergency preparedness is the responsibility of every citizen of the City of Wilsonville and all citizens are urged to make preparedness a priority and work together, as a team, to ensure that individuals, families, and neighborhoods are prepared for disasters and emergencies of any type; and

WHEREAS, this year’s theme is “*Don’t Wait. Communicate. Make Your Emergency Plan Today*” with an emphasis on preparedness for youth, older adults and people with disabilities and others with access and functional needs; and

WHEREAS, citizens are encouraged to review preparedness steps, participate in citizen preparedness activities, visit the websites of the City of Wilsonville at www.ci.wilsonville.or.us or the Ready Campaign at www.Ready.gov and learn how to Be Informed, Make a Plan, Build a Kit.

NOW THEREFORE: I, Tim Knapp, Mayor of the City of Wilsonville, hereby proclaim the month of September 2016 to be

NATIONAL PREPAREDNESS MONTH

in Wilsonville, Oregon and encourage all citizens and businesses to develop their own emergency preparedness plan, and work together toward creating a more prepared society.

Tim Knapp, Mayor
August 15, 2016

CITY COUNCIL ROLLING SCHEDULE**Board and Commission Meetings 2016****Items known as of 08/08/16****AUGUST**

DATE	DAY	TIME	EVENT	LOCATION
8/15	Monday	7 p.m.	City Council Meeting	Council Chambers
8/22	Monday	6:30 p.m.	DRB Panel B	Council Chambers
8/24	Wednesday	6:30 p.m.	Library Board	Library

SEPTEMBER

DATE	DAY	TIME	EVENT	LOCATION
9/5	Monday		Labor Day – All City offices closed	
9/8	Thursday	7 pm	City Council Meeting	Council Chambers
9/12	Monday	6:30 pm	DRB Panel A	Council Chambers
9/14	Wednesday	5 pm	Frog Pond Open House	Willamette River Rooms I and II
9/14	Wednesday	7 p.m.	Planning Commission	Council Chambers
9/19	Monday	7 pm	City Council Meeting	Council Chambers
9/26	Monday	6:30 pm	DRB Panel B	Council Chambers
9/28	Wednesday	6:30 pm	Library Board	Library

COMMUNITY EVENTS**Wilsonville Brewfest**

Saturday, August 13, 12-8 p.m. Piazza at the Villebois, 28900 SW Villebois Drive

Wilsonville Farmers Market – Thursdays starting May 19th 4-6 P.M. Sofia Park in Villebois**Rotary Concerts** in Town Center Park

Thursday, August 11– Quarterflash

Opening Act 5:30 p.m. Headliner 6:30 p.m.

Movie in the Park

Friday, August 19, Memorial Park River Shelter Movies start at dusk.

Relay for Life – American Cancer Society

Friday, August 19, 6-10 p.m. Town Center Park

For more information or to register, visit bit.ly/1VRUq0d**Community Health Fair** – 2016 Wilsonville Leadership Academy

Saturday August 20 – 9 am – 1 p.m. Lambs Wilsonville Market Place



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: August 15, 2016		Subject: Resolution No. 2596 Professional Services Agreement with MIG, Inc. for the Town Center Redevelopment Plan Staff Member: Miranda Bateschell Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input checked="" type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments:	
Staff Recommendation: Staff recommends Council approve Resolution No. 2596.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
PROJECT / ISSUE RELATES TO: <i>[Identify which goal(s), master plans(s) issue relates to.]</i>			
<input checked="" type="checkbox"/> Council Goals/Priorities Town Center Redevelopment Plan	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL: Whether to approve Resolution 2596, authorizing the City Manager to sign the Professional Services Agreement (PSA) with MIG, Inc. to support Community Development staff with the Town Center Redevelopment Planning project.

EXECUTIVE SUMMARY:

Following a formal Request for Proposal process, in accordance with public contracting laws and Wilsonville Code, Community Development staff is recommending the selection of MIG, Inc., to support staff on the Town Center Redevelopment Planning Project. MIG was selected out of a pool of seven proposers, in accordance with all City and State procurement requirements that guarantee open and fair competition. MIG was selected by a four-person committee composed of three staff from Community Development and a staff member from the City Manager’s office.

The award was based on a weighted scoring of several factors, including price, experience, creativity, and expertise. The consultant scope of work is contained in the Professional Services Agreement.

In 2014, City Council adopted Wilsonville’s Urban Renewal Strategy and Tourism Development Strategy, both of which identified a Town Center Redevelopment Plan as a priority action item. City Council then established starting the Town Center Redevelopment Plan as a 2015-2017 Council Priority Goal. As such, staff applied for and was granted a Metro Community Planning and Development Grant to complete the Plan. Then earlier this year, Council approved the Inter-Governmental Agreement between Metro and the City of Wilsonville, which outlined the major milestones, deliverables, and conditions for funding and sets the framework for the Scope of Work with MIG, Inc.

EXPECTED RESULTS:

The project will result in two primary products:

1. **A redevelopment plan** that identifies an implementation strategy with specific actions to reduce barriers to redevelopment, improve access and connectivity, enhance the urban environment, support local commerce, and increase activity in the town center.
2. **Implementing ordinances** including amendments to the Comprehensive Plan, Transportation System Plan, and Development Code as needed.

TIMELINE:

The project schedule will be driven by the milestones defined in the City’s Intergovernmental Agreement with Metro. The City has committed to meeting the following key deadlines for the first phase of the project:

- Fall 2016: Project kick-off with Public Events
- December 2016: Existing Conditions and Key Opportunities
- Summer 2017: Community Design Events
- Winter 2017: Plan Review
- Summer 2018: Adopt Redevelopment Plan & Implementing Ordinances

CURRENT YEAR BUDGET IMPACTS:

The Professional Services Agreement has a budget of \$420,000 fully funded through the CD Fund and CIP project #3004 in the adopted budget, of which \$320,000 is funded through a Metro Community Planning and Development grant. Staff estimates spending approximately half the costs during this budget year and the other half during the next fiscal year.

FINANCIAL REVIEW / COMMENTS:

Reviewed by: _____ Date: _____

LEGAL REVIEW / COMMENT:

Reviewed by: BJ Date: 8/5/16

COMMUNITY INVOLVEMENT PROCESS:

There will be an innovative and broad public engagement plan to help guide the Town Center Redevelopment Plan. The public involvement and communications plan will be one of the first

components of the project to be developed and will include using cutting-edge technology, such as mobile applications, pop-up neighborhood events, and tactical urbanism, to collect ideas and reach as many community members as possible as well as targeted outreach to specific stakeholders and underserved community groups. There will be multiple opportunities to participate in the project such as an advisory committee, workshops / charrettes, focus groups, visual preference surveys, and online feedback tools; and the team looks to engage a broad spectrum of residents as well as local businesses, property owners, developers, students, employees, and nearby farmers and producers.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY: (businesses, neighborhoods, protected and other groups):

As a result of this project, the city anticipates specific actions that will help the Town Center become a more vibrant, pedestrian and transit-supportive mixed-use district that integrates the urban and natural environments, to create an attractive and accessible place for visitors and residents of all ages to shop, eat, live, work, learn, and play. The actions will help remove barriers and encourage private investment in the Wilsonville Town Center. Benefits to the community also include: identifying tools to maintain and strengthen businesses in the Town Center, improving access to and within the center, and making it a place where people want to spend time and support businesses.

ALTERNATIVES:

Do not approve award of a contract to MIG

CITY MANAGER COMMENT:

ATTACHMENTS

Resolution No. 2596

RESOLUTION NO. 2596

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MIG, Inc. (COMMUNITY DEVELOPMENT PROJECT #3004)

WHEREAS, the City of Wilsonville's Urban Renewal Strategy and Tourism Development Strategy both identified a Wilsonville Town Center Redevelopment Plan as a priority action item, were developed with extensive public input by volunteer task forces, and adopted by the City Council in 2014; and

WHEREAS, the City Council established the Wilsonville Town Center Redevelopment Plan as a 2015-2017 Council Priority Goal; and

WHEREAS, the City has received grant funds and has budgeted funds in order to establish a specific strategy for policy development and future investment in the Wilsonville Town Center, setting the stage for further public and private investment and development; and

WHEREAS the Project will create an implementation strategy with implementing ordinances and specific actions to reduce barriers to redevelopment, improve access and connectivity, enhance the urban environment, support local commerce, and increase activity in the town center; and

WHEREAS, the City solicited Requests for Proposals from qualified consultants in compliance with the City of Wilsonville Municipal Code and Oregon Public Contracting laws to assist City staff with the foregoing tasks; and

WHEREAS City staff has determined that MIG, Inc. submitted the most qualified proposal at a competitive fee for services;

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and the MIG, Inc. proposal ranked highest when considering experience, project understanding and approach, and cost.
2. City Council authorizes the City Manager to execute the Professional Services Agreement with MIG, Inc., in the form attached hereto as **Exhibit A**.

3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at their regular meeting thereof this 15th day of August, 2016, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, Mayor

ATTEST:

Sandra C. King, MMC City Recorder

SUMMARY OF VOTES:

Mayor Knapp
Council President Starr
Councilor Fitzgerald
Councilor Stevens
Councilor Lehan

Exhibit A - Professional Services Agreement with MIG, Inc.

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT
Wilsonville Town Center Redevelopment Plan (#3004)**

This Professional Services Agreement (“Agreement”) is made and entered into on this 15th day of August, 2016 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **MIG, Inc.**, a California corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Term

The term of this Agreement shall be from the Effective Date until all services required to be performed hereunder (“Services”) are completed and accepted, unless earlier terminated in accordance herewith. Except in the event of an extension of time, agreed to in writing by the City, all Services must be completed by no later than December 31, 2018.

Section 2. Consultant’s Services

2.1. Consultant shall diligently prepare the Town Center Redevelopment Master Plan according to the requirements identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein, for the Wilsonville Town Center Redevelopment Plan Project (“Project”).

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

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

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

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

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

Section 3. Compensation

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$420,000) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

3.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Services described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Compensation above the amount shown in **Subsection 3.1** above requires a written Addendum, executed in compliance with the provisions of **Section 16**.

3.3. Unless expressly set forth on Consultant's Rate Schedule as a reimbursable expense item that is not included in the Compensation Amount of **Subsection 3.1**, or as an additional charge for which a written Addendum has been approved, in accordance with **Subsection 3.2** and the requirements of **Section 16**, Consultant shall only be entitled to the Compensation Amount specified in **Subsection 3.1**.

3.4. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion

of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

3.5. 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, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

3.6. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, office expenses, and all other indirect and overhead charges.

Section 4. 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, 2016, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can currently be found at the following website address: http://www.oregon.gov/boli/WHD/PWR/Pages/January_2016_Index.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 Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, 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. Consultant must comply with all public contracting wages required by law. Consultant 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 Consultant 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. Consultant 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). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 5. City's Responsibilities

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

Section 6. City's Project Manager

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

Section 7. Consultant's Project Manager

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

Section 8. Project Information

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

Section 9. Duty to Inform

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

Section 10. Subcontractors and Assignments

10.1. Unless expressly authorized in **Exhibit A** or **Section 11** of this Agreement, Consultant shall neither subcontract with others for any of the Services prescribed herein nor assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work

will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

Section 11. Consultant Is Independent Contractor

11.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 3** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

11.2. Consultant has requested that some consulting Services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such Services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on an approved Rate Schedule. Rate Schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 16** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

11.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with and be subject to the provisions of this **Section 11** and meet the same insurance requirements of Consultant under this Agreement.

Section 12. Consultant Responsibilities

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

12.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on **Exhibit B** as a reimbursable expense item not included in the Compensation Amount, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's Compensation Amount is based.

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

12.4. References to "subcontractor" mean a subcontractor at any tier.

Section 13. Indemnity and Insurance

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

omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

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

13.3. Insurance Requirements: Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies of insurance maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

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

13.3.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by

Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years thereafter.

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

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

13.3.5. Insurance Carrier Rating. Coverages provided by Consultant 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.

13.3.6. Additional Insured and Termination Endorsements. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policy(ies), as applicable, will be provided by endorsement. Additional insured coverage shall be for both on-going 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.

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

City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

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

Section 14. Early Termination; Default

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

14.1.1. By mutual written consent of the parties;

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

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

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

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

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

Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 18**, for which Consultant has received payment or the City has made payment. The City retains the right to elect whether or not to proceed with actual construction of the Project.

Section 15. Suspension of Services

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

Section 16. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 3** of this Agreement, or changes or modifies the Scope of Services or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 17. Access to Records

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

Section 18. Property of the City

18.1. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to reports, research, spreadsheets, charts, graphs, modeling, maps, plans, data generation, and any other documents generated for the Project, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

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

Section 19. Notices

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

To City: City of Wilsonville
Attn: Miranda Bateschell
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: MIG, Inc.
Attn: Alex Dupey
815 SW 2nd Avenue, Suite 200
Portland, OR 97204

Section 20. Miscellaneous Provisions

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

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

20.3. No Assignment. Consultant may not assign this Agreement, nor the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

20.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

20.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. All contractual provisions required by ORS Chapters 279A and 279C 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.

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

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

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

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

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

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

20.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time

referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY:

MIG, Inc.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

ATTESTED TO:

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

Sandra C. King, MMC, City Recorder
City of Wilsonville, Oregon

1 Project Management and Team Oversight

1.1 Project Management/Team Oversight

Consultant will provide overall team coordination and project management for the duration of the contract. The Consultant Project Manager (PM) will coordinate with the City of Wilsonville PM on general logistics, planning and deliverables, public events. This task includes regular oversight of the statement of work, project team coordination, subconsultant management and coordination, budget management and QA/QC monitoring, as well as ad hoc voice, e-mail and fax communications.

1.2 Team Meetings/Coordination calls with Wilsonville

The Consultant PM will coordinate with the Wilsonville PM to schedule and facilitate up to (36) bi-weekly project management team coordination meetings or conference calls focused on moving tasks forward and addressing project issues as they arise. Consultant will provide a brief e-mail summary of the coordination meeting, documenting project decisions and next steps, as applicable, to the Wilsonville PM. Consultant assumes that coordination meetings will be primarily by phone, but could also include internal work sessions with city staff or stakeholders, in addition to covering general project issues. Consultant team staff in attendance will be primarily the Consultant PM with Consultant Team members taking part in the calls or meetings as needed to complete their tasks and coordinate with City staff. Consultant will establish and maintain a file sharing/project coordination tool such as Basecamp, Google Drive or similar system to manage deliverables and project information.

1.3 Consultant Deliverables for Task 1:

- Overall project management, staff coordination QA/QC monitoring
- Coordinate and facilitate up to 36 team meeting or coordination calls

2 Project Kickoff and Public Involvement

2.1 Kickoff Meeting and Site Visit

Consultant will develop a draft agenda for a ½ day project kickoff meeting and Site Visit for the City to review. Consultant will revise the agenda based on City input and distribute to the project team prior to the kickoff meeting. Consultant will facilitate the project kickoff meeting, covering the draft scope of services, schedule, project procedures and expectations regarding coordination and reporting, confirming processes to efficiently develop the Town Center Plan, discuss background data needed such as GIS information, other land use plans, traffic data, utility master plans, environmental documents and other relevant project information necessary to begin the existing conditions analysis. Consultant assumes that the City will provide the relevant background information in electronic or hardcopy format (CD/DVD or file transfer is acceptable). Consultant will prepare a meeting summary that identifies the meeting outcomes, overall responsibilities and expectations.

The Consultant PM will coordinate with the Wilsonville PM to develop a tour route for the Town Center site visit. Consultant assumes that the City will lead the tour and overall development of the route, including transportation for the tour. Following the site visit, the Consultant team will consolidate its visual data collection—including photos, annotated maps and other products into a site tour “map book” that can be placed onto the project website for the public viewing.

Wilsonville Town Center - Scope of Services

The kickoff meeting and site tour will include up to five consultant team staff, including the principal in charge, project manager, transportation, market and infrastructure task leaders.

2.2 Revised Scope of Services

Upon completion of the site visit and project kickoff meeting, Consultant will revise the scope of services, if necessary, to address comments or questions made during the kickoff meeting and site visit. The Consultant PM will provide and amended scope of services to the City for review. The Consultant PM will incorporate changes to the scope of services. Consultant assumes that changes to the scope of services will be minor and will not affect the overall budget identified for each task.

2.3 Draft Public Involvement Plan

Consultant will develop a Public Involvement and Communications Plan that identifies the tools, techniques and anticipated timing for major events during the project. The goal of the Public Involvement and Communications Plan is to create a citywide "buzz" by using a variety of interactive communications and public engagement techniques; reach a broad cross-section of the community, business and property owners in Town Center, and traditionally underrepresented community members; and implement a branding strategy that makes the Project easily identifiable and interesting. This Public Involvement and Communications Plan will provide specific direction on the following public engagement elements:

- Providing City staff information to post on social media tied to public events
- Ongoing public event support and outreach materials (Task 2.4)
- Branded project website, project logo, and online engagement (Task 2.5)
- Stakeholder and business meetings (Task 3.4)
- Public kickoff event(s) (Task 3.5)
- Community design workshop (Task 4.1)
- Pop-up event(s) (Task 6.1)
- Project Advisory Committee meetings
- Planning Commission and City Council work sessions, briefings and hearings

The Consultant PM will coordinate with the Wilsonville PM to collaborate with, as possible, existing events within the City and the major tasks of the project, including identifying social media outreach for each public event (City to implement social media outreach). The goal of this scheduling is to take advantage of existing City activities such as the City's summer barbeques and brew fest, farmers market and Movies in the Park to attract larger audiences. The Public Involvement and Communications Plan will also identify which consultant team members and City staff are assumed to be present at meetings and other in-person events.

Consultant will assist the City in identifying community members and technical experts as part of the Project Advisory Committee to provide guidance on project deliverables.

2.4 Ongoing Educational Materials and Public Event Support

Consultant will craft and execute an ongoing community outreach and engagement activities such as limited pop-up events and/or tactical urbanism activities. Consultant will also prepare public information materials and presentations for either general update and engagement purposes and/or to address specific issues such as housing, transportation, etc. Anticipated potential tasks and activities could include:

Wilsonville Town Center - Scope of Services

- Neighborhood/district focus groups and coffee chats
- Neighborhood/district workshops and forums
- Outreach materials at community festivals and events
- Neighborhood “idea centers” in appropriate locations
- Intercept surveys

Consultant assumes that this task will be completed on an as needed basis, up to the budget assigned to this task. Not all potential activities are assumed to be completed, but serve as a list of potential ongoing outreach services that could be used during the project.

2.5 Project Website and Periodic Updates

Consultant will design, launch, host and maintain an interactive and image-oriented project website that allows users to sign-up for automatic email notifications when new project information is posted on the website, review the latest information, download public documents related to the project and provide project input both generally and through rotating, targeted questions and surveys.

Consultant will maintain comment logs throughout the duration of the project.

Consultant will update the website as new project information becomes available during the project, particularly at major milestones and events. The City may at times assist in writing copy for and providing updates to the website.

2.6 Planning Commission Work Session

The draft Public Engagement and Communications Strategy will be presented to the Planning Commission for discussion. Input from the Commission will be incorporated into the final Public Engagement and Communications Strategy.

2.7 Final Public Engagement and Communications Plan

Based on the Planning Commission and City staff input, the Consultant will make necessary changes to the Draft Plan and provide the City with a Final Public Engagement and Communications Plan.

2.8 Consultant Deliverables Task 2:

- Project Kick-off Meeting agenda. Walking tour materials (such as maps). Visual data collection “Map Book”
- Draft and Final Public Involvement and Communications Plan;
- Draft and final Social Media and Publicity Strategy
- Draft and final Educational materials
- Project Website and logo. Periodic website updates, as needed.
- Planning Commission work session materials

3 Identify Key Opportunities, Goals and Measures of Success

3.1 Existing Conditions Report

The Consultant team will prepare an existing conditions report that assesses the land use and regulatory, infrastructure, transportation and environment issues, barriers and opportunities. The Existing Conditions Report shall include an identification of:

Wilsonville Town Center - Scope of Services

Land Use and Regulatory Conditions

Consultant and Angelo Planning Group will summarize the existing Comprehensive Plan policies and code that apply in the Town Center, noting those elements that are either supportive of, or barriers to, developing a 21st Century Town Center. This analysis will also summarize the current design regulations, noting opportunities for new design guidelines and standards. The analysis will also address code requirements as they affect development characteristics and how they relate to business and market trends in town centers, including allowed uses, minimum and maximum building envelopes, lot coverage, building orientation, street access, parking, pedestrian connections to buildings and landscaping. Consultant will prepare (in an appendix) an annotated version of the applicable plan and code sections, so there is a review for use in subsequent tasks and drafting of the proposed amendments.

Consultant assumes that the City shall compile and provide all existing relevant plans, codes and studies that affect the study area.

Environmental and Physical Conditions

Using City-provided GIS information, Consultant shall produce annotated existing conditions maps and summaries that address the following information and context:

- Project area;
- Topography;
- Impervious surface
- Tree canopy
- Transportation and access, including bicycle facilities, transit routes and stops, and sidewalks/pathways;
- Parks and open space
- Vacant and underutilized parcels
- Projects identified in the current Transportation System Plan;
- Comprehensive Plan designations and zoning districts;
- Sensitive lands, including wetlands and waterways;
- Location of existing sewer, water and storm water utilities; and
- Projects identified in the current sewer, water, and storm water Master Plans.

Multimodal Transportation Conditions and Analysis

Consultant will conduct a multi-modal transportation analysis of the major intersections and networks within the vicinity of the Wilsonville Town Center. These nine study intersections are the most likely to be impacted by the Town Center Redevelopment Plan:

1. Wilsonville Road/Town Center Loop East
2. Wilsonville Road/Rebekah Street
3. Town Center Loop/Parkway
4. Town Center Loop West/Park Place
5. Town Center Loop East/Courtside Drive
6. Town Center Loop East/Canyon Creek Road
7. Wilsonville Road/Town Center Loop West
8. Wilsonville Road/I-5 Northbound Ramp
9. Wilsonville Road/I-5 Southbound Ramp
10. Bike/Ped Trail west of Town Center Loop West

Wilsonville Town Center - Scope of Services

As part of this Task, if the City does not already have, Consultant shall obtain new weekday PM peak hour traffic counts for all modes at the ten intersections listed above. The above intersections will be evaluated for each of the following scenarios:

- Existing Conditions (2016) – Based on new traffic counts and existing geometries
- Future Baseline (2035) – Using volume forecasts from Wilsonville TSP and geometries associated with High Priority Projects

Consultant will prepare 2035 future forecasts using the Metro Gamma Model that was refined as part of the Wilsonville Transportation System Plan and Frog Pond Area Plan transportation planning studies. Consultant will provide future level of service (LOS), delay, volume to capacity (V/C) for each of the study intersections. As part of this analysis, Consultant will assess connectivity for bicycles, pedestrians and transit. This analysis will review the Metro trip adjustment assumptions.

In addition, Consultant will perform a sensitivity analysis of the I-5 Interchange areas assuming varying levels of traffic growth to determine the approximate capacity that would be available for future land use from this project.

Consultant will also conduct multimodal analysis for transit, bicycles and pedestrians for all intersections and segments within the Town Center. Bicycle and pedestrian Level of Traffic Stress must be evaluated and results graphically displayed for the existing conditions. Agency guidance about the Level of Traffic Stress methodology will be taken from Chapter 14 of the ODOT Analysis Procedures Manual.

Parking

Consultant will complete a cursory visual analysis with photo documentation of parking usage within the Town Center. Analysis will include site tours at two separate times to document how parking is used in the Town Center. Consultant will document the findings in a PowerPoint presentation. As part of this task, Consultant will also identify best practices for parking management in similar locations providing concepts that can be explored if a parking management strategy is required.

Infrastructure Analysis

Consultant will coordinate with the City's Community Development Department and GIS Manager to identify specific sewer, water, and stormwater infrastructure located within the Town Center boundary. Using the most current master plan information, Consultant will identify current water, sewer and stormwater capacity issues within the Town Center. Consultant will review the City's low impact development standards and identify potential application measures/best practices for use within the Town Center. Consultant will develop a matrix to guide land use and infrastructure options to be developed in future tasks.

Market Analysis

Utilizing existing information where available and assembling new research where necessary, Consultant will evaluate market conditions to understand demographic, economic, and real estate trends in Wilsonville and the Portland metropolitan region, to understand the differences and interrelationships of the various subdistricts of the Town Center, and to understand its competitive position within the region. This data will help inform the strategy for future land use and redevelopment options. Elements of the market analysis will include:

Wilsonville Town Center - Scope of Services

- Local and Regional Real Estate Conditions and Trends: Review information about real estate performance throughout the region, including vacancy and rental rates for commercial and retail space, recent and proposed projects, business types and vacancies in Wilsonville Town Center, housing absorption trends, and summary information about competitive commercial areas.
- Historical/Projected Economic and Demographic Data: Review market indicators such as population, income, psychographic profiles, consumer spending, and other relevant factors.
- National Trends: Summarize the latest information about how national trends in housing, employment, and retail will impact the potential types and scales of uses feasible and appropriate in the Town Center as well as long-term development potential, and identify key areas for investment, including potentially catalytic sites and development types that are more likely to increase investment and property values.
- Conduct interviews with regional and local real estate professionals (brokers, developers, economic development officials, etc.) to gather additional information about the market and to test possible ideas regarding feasible land uses.
- A retail analysis section informed by local and national trends information, which will consider the demand for and viability of new retail formats, including but not limited to those that are potentially more cost-effective and appealing to independent, small businesses.

Draft and Final Existing Conditions Report

Using the information gathered in this task, Consultant will develop a series of annotated maps and/or infographics with short narratives that summarize the key information gathered about the Wilsonville Town Center. The draft and final Existing Conditions Report will be primarily graphics and annotated maps as opposed to a text heavy document.

3.2 Advisory Committee Meeting #1 and #2

Consultant will organize and facilitate two Advisory Committee meetings during Task 3. Advisory Committee Meeting #1 will focus on the existing conditions, opportunities and constraints information collected and evaluated as part of Task 3. Advisory Committee Meeting #2 will be scheduled following the public kickoff event to discuss and further the key outcomes and issues identified through the public kickoff, stakeholder interviews, and online engagement results. Consultant will provide meeting summaries for the Advisory Committees to the City PM within one week of the meeting date. Consultant assumes that the City will provide logistics for the meetings.

3.3 Stakeholder Meetings

Consultant will coordinate with the City to identify up to 10 individual or small group meetings to be interviewed by the Consultant. The goal of these meetings are to engage people who could have a significant influence on the project, but may not be part of the project advisory committee. The stakeholder meetings may include representatives from City Council and Planning Commission, local neighborhood and community groups, the Chamber of Commerce, Rotary, development experts, landowners and business owners, and other stakeholders. The City will lead the scheduling of these meetings. The intent of the interviews is to gain information on best practices for redevelopment in the Town Center, engage existing landowners and businesses, vet potential goals and objectives for the project, identify regulatory challenges, and

Wilsonville Town Center - Scope of Services

desired land use patterns. Interviews are anticipated to take up to an hour each and will be documented with notes from each meeting prepared by Consultant and combined into one summary document.

3.4 Public Kickoff Event/Mapita

Consultant will organize and facilitate a large public event, with a duration of approximately two-hours, that introduces the project, develops a vision and project goals, and identifies opportunities and constraints for the Town Center. Consultant will coordinate with the City on the structure of this public kick-off. Consultant assumes that this kickoff will be workshop style, with large and small group discussions around change in the Town Center. At the same time as the kickoff, Consultant will launch the first round of Mapita or similar online survey that will ask questions about perceptions and issues, where the actual cultural and civic center is in Wilsonville, and how to get around, among others.

Consultant assumes that the City will secure the location for the kickoff meeting.

3.5 Public Comment Summary

Following the completion of Advisory Committee #1, the stakeholder meetings and the Public Kickoff (including the online survey), Consultant will summarize the public input in a "Project Kickoff Summary Memorandum." The summary will identify the key information from those meetings, with appendices, as needed, with supporting materials. Consultant will submit a draft memorandum to the Wilsonville PM for review. The City will provide a single set of non-contradictory comments to Consultant that will be addressed prior to submitting the final memorandum to the City.

3.6 Key Opportunities Summary Memorandum

Upon completion of Tasks 2 and 3, Consultant will develop a concise memorandum with annotated maps and graphics that both identifies the key opportunities and challenges within the Town Center on the topic headings described in Task 3.1 and also sets direction for developing future alternatives. This task will analyze and refine the information gathered to date and incorporate the results of the public kickoff and online survey results. This deliverable will be primarily annotated maps, images and infographics to show the existing and potential opportunities within the project area, including potential low-impact development options, multimodal connectivity, in-fill and redevelopment, parks and open space. Consultant will submit a draft memorandum to the Wilsonville PM for review. The City will provide a single set of non-contradictory comments to Consultant that will be addressed prior to submitting the final memorandum to the City. Consultant assumes two rounds of revisions.

3.7 Town Center Goals

Consultant will develop a brief memorandum that identifies the goals and measures of success that will be used to develop and evaluate land use, development and transportation alternatives that will be developed and vetted. Goals and measures of success will be provided in matrix format and will specifically highlight economic, livability, and sustainability measures including low impact development, reduced GHGs, and equity. Consultant will submit a draft memorandum to the Wilsonville PM for review prior to finalization.

3.8 Joint Planning Commission/City Council Briefing

Consultant will present the results of Task 3 in a Joint Planning Commission and City Council briefing. Consultant will provide briefing materials for the presentation. City will provide a summary of input from the meetings to be incorporated into future tasks. Consultant assumes that the Consultant PM and Market Analysis Task leader will be present at the meeting.

3.9 Consultant Deliverables for Task 3:

- Draft and final existing conditions report, including infographics, as applicable, for the existing conditions, opportunities, constraints and market analysis;
- Appendices/technical information describing land use and regulatory issues, traffic and transportation, infrastructure, and market analysis and including the parking PowerPoint presentation;
- Public Kickoff event and materials;
- Stakeholder interviews summary memorandum of results and key issues;
- Advisory Committees #1 and #2 meeting materials, including summaries of meeting results;
- Draft and Final Public Comment Summary of public engagement results for Task 3;
- Draft and Final Key Opportunities Summary Memorandum; and
- Town Center Goals and Measures of Success Memorandum;
- PowerPoint presentation of key outcomes of Task 3;
- Joint Planning Commission and City Council work session materials

4 Community Design Workshops and Alternatives Analysis

4.1 Community Design Workshops

Consultant will organize, with City assistance securing meeting location(s) and other logistics, a public discussion to develop and vet potential Town Center alternatives. This schedule would include: an approximately ½ day public workshop on a Saturday to kick off the design process using small and large workgroups to develop potential concepts to vet with the public via an online survey and stakeholders and refine at the follow-up community meeting. Consultant will compile a PowerPoint of results that can be vetted with local neighborhood and business interests and absentee landowners for input. Consultant will lead the meeting, gathering input on potential development and multimodal transportation options, density, massing, urban design, and project priorities.

Upon completion of the initial workshop, Consultant will deploy Mapita or similar online survey tool loaded with the Town Center concepts for online review and comment. Consultant will amend the public workshop PowerPoint presentation to summarize the results of the online survey.

Following the design workshop, consultant will contact stakeholders identified in Task 3.4 to review the results of the workshop, providing in advance of the meeting or conference call a PowerPoint or similar style of presentation. Consultant will facilitate the meeting or conference call. Consultant assumes that this coordination will be up to four meetings or conference calls, either individually or in small groups.

Wilsonville Town Center - Scope of Services

Upon completion of the online survey and additional stakeholder input, Consultant will organize and facilitate a second public workshop to vet and confirm the results of the design workshop and additional stakeholder meetings. Consultant will present options developed during the in-person and online input process. Consultant and the City will confirm the types of tools used but assume to include:

- Presentation of the input gathered to date and preliminary results or concepts developed during the initial work session;
- Keypad polling or similar techniques to gather input on the ideas presented
- Facilitated small group discussions to refine the concepts;
- Report out to the larger group: Consultant will capture the discussion using wall-graphic techniques.

4.2 Public Comment Summary

Consultant will document the results of the Community Design Workshops and associated outreach, including a summary of public input, maps and graphics documenting the public participation and design process, and on-line survey / Mapita outputs. This summary will be provided in PowerPoint, with supporting maps documenting the results of this task that the City or Consultant can use to brief the Planning Commission, City Council, and community groups.

4.3 Draft Town Center Alternatives

Upon completion of Task 4.1, Consultant will develop up to three Draft Town Center Alternatives with land use and circulation that take into account the input gathered through the project to date. The goal of these alternatives is to provide options for the analysis and eventual selection of a preferred land use concept in Task 5. Consultant will develop plan-view maps and brief summaries of the alternatives for review by the City, including each alternative’s consistency with the Town Center goals developed in Task 3. City will provide one set of non-contradictory comments to the Consultant. Consultant will revise the alternatives and provide them to the City.

4.4 Initial Trip / Traffic Analysis

Consultant will use the Draft Town Center Alternatives to perform a future transportation analysis that evaluates the impact each land use and circulation alternative would have on the transportation system. The Wilsonville Transportation System Plan (TSP) and associated Comprehensive Plan will be used to determine the initial assumptions about traffic demand from the Wilsonville Town Center based on the land use assumptions that were the basis for the TSP’s future analysis. Additional traffic volume post processing will be performed to adjust the volumes based on how the land use alternatives vary from the TSP assumptions. The future 2035 horizon year has been selected to maintain consistency with the City’s adopted TSP. This analysis will include a multi-modal trip adjustment associated with land use, connectivity, and transit in the town center.

The High Priority Projects proposed in the City’s TSP will be assumed as part of the 2035 baseline transportation network. Applicable City and ODOT performance criteria will be assessed for each future transportation scenario corresponding to each Draft Town Center Alternative. Should the study intersections not meet performance standards or safety/operational criteria, Consultant shall propose mitigation/improvements to address the specific deficiency.

Wilsonville Town Center - Scope of Services

Future analysis will also evaluate the impact to the I-5/Wilsonville Road interchanges (ramp intersections and meters) as well as the remaining study intersections. ODOT performance standards and City mobility standards shall be applied in the evaluation of alternatives.

Consultant shall provide planning level cost estimates for any transportation mitigations and/or improvements identified in the transportation analysis noted above.

4.5 Advisory Committee #3 and #4

Consultant will organize and facilitate Advisory Committee #3 that will focus on providing input and feedback on the concepts developed during the initial public workshop. Advisory Committee 4 will follow the second design workshop to vet results and draft Town Center Alternatives prior to presenting those to the Planning Commission and City Council. Consultant will provide a meeting summary to the City PM within one week of the meeting date. Consultant assumes that the City will provide logistics for the meeting.

4.6 Joint Planning Commission and City Council Work Session

Consultant will present the results of Task 4 in a Joint Planning Commission and City Council work session. Consultant will provide briefing materials for the presentation. City will provide a summary of input from the meetings to be incorporated into future tasks. Consultant assumes that the Consultant PM and Principal in Charge will be present at the meeting. Consultant, in consultation with City staff, will incorporate input, as applicable, into the draft alternatives.

4.7 Mid-Term Progress Report

Consultant will draft a mid-term progress report documenting the results of Tasks One through Four. This progress report will identify the results and issues encountered during earlier tasks, and as necessary, identify potential modifications to future tasks that may be necessary. Consultant will submit a draft progress report to the Wilsonville PM for review. The City will provide a single set of non-contradictory comments to Consultant that will be addressed prior to submitting the final mid-term progress report to the City.

4.8 Consultant Deliverables for Task 4:

- Meeting materials, organization and facilitation of the Community Design Workshop, including a PowerPoint summary of stakeholder and community outreach, and online Mapita survey results
- Advisory Committee #3 and #4 meeting materials, facilitation, and summary of the meeting results
- Draft and Final Public Comment Summary documenting the public input results for Task 4
- Draft and final Draft Town Center Alternatives
- Draft and Final Trip/Traffic Analysis
- Joint Planning Commission – City Council work session meeting materials
- Draft and Final Mid-Term Progress Report

5 Land Use Plan Review

5.1 Recommended Land Use Map with Circulation

Using the information gathered from previous completed tasks, Consultant will develop a recommended land use, circulation and urban form plan. Consultant assumes that this task will be completed through internal work sessions with the City to fine-tune specific areas of interest such as building location and form, development code strategies, multimodal access, parks and open space, broader non-motorized community connectivity, public infrastructure, stormwater, and low-impact development standards. Consultant will refine these work session results into a series of annotated maps, visualizations and cross sections showing the components of the project, including:

- Proposed land use and urban form;
- Pedestrian and bicycle circulation, including recommendations for how the Town Center connects to the citywide system;
- Transportation and circulation (including transit);
- Parks and open space; and
- Infrastructure, including sewer, water and stormwater.

The Consultant PM will coordinate with the City PM to develop up to four photo simulations, or similar visualizations using illustrator or Sketch Up, of potential development and other key components of the land use plan.

Infrastructure Analysis

Consultant will assess the ability of the sewer, water, and stormwater systems to accommodate future planned development, identifying existing and new capital improvement projects that would be incorporated into the system, and opportunities to bring the stormwater system up to current low-impact development standards. Consultant shall identify specific sewer, water, and stormwater infrastructure projects with planning level cost estimates necessary for implementation of the Final Town Center Master Plan.

Zoning Code

Consultant will identify options for the City to consider in crafting its plan and code amendments. This evaluation will look at: (1) existing Wilsonville regulations; (2) a hybrid "place-based" code that blends some existing regulations and procedures with new zoning and design guidelines; and, (3) a form-based approach. Consultant will identify examples from other communities and pros and cons of each approach. Consultant assumes that this regulatory analysis is completed during Task 5, providing enough time to develop code and design guidelines as the Master Plan is prepared in Task 7.

5.2 Private Development Feasibility Analysis

Consultant will assess whether the proposed development options are economically feasible from a private development perspective (development pro forma) and identify potentially catalytic sites. Consultant will develop a dynamic high-level pro forma model to test various development options using assumptions and inputs such as land costs, construction costs, commercial rents, cap rates, and other pro forma inputs. By using a dynamic model, we will conduct sensitivity tests in order to determine key tipping points for viability and to test the effectiveness of different building forms, zoning codes, financial incentives, and other tools. This

Wilsonville Town Center - Scope of Services

analysis will make the business case for why change will be feasible and will include recommendations for improving the feasibility of desired development types, increasing value in the Town Center, and aligning funding with prioritized strategies. Consultant will complete a development feasibility analysis report or memo for inclusion in final plan document.

5.3 Advisory Committee #5

Consultant will present the recommended Town Center Alternative to the Advisory Committee for review and discussion. The outcomes, including the Advisory Committee's agreement or requested modifications to the plan will be documented in a meeting summary.

5.4 Planning Commission and City Council Meetings

The recommended Town Center Alternative, including the level of support and requested changes from the Advisory Committee, will be presented by the Consultant to the Planning Commission and City Council. The results of these meetings will be summarized in a PowerPoint presentation and submitted to the Wilsonville PM for use in briefing other community groups. The PowerPoint will also be placed online and available for public viewing.

5.5 Consultant Deliverables for Task 5

- Draft and Final Land Use Map with Circulation system
- Infrastructure Analysis memo with list of new capital improvement projects for preferred land use alternative
- Zoning Code analysis of potential regulatory options for implementation of preferred land use alternative
- Draft and Final catalytic site and development feasibility analysis
- Up to four photo simulations, or similar Town Center visualizations
- Preparation for and facilitation of Advisory Committee #5, including preparation of a written summary of the meeting results
- Planning Commission and City Council briefing (one each) and materials

6 Pop Up Event

6.1 Pop Up Event

After completing these tasks, Consultant will organize and facilitate an interactive pop up event in the Town Center to illustrate potential changes in the Town Center for circulation and urban design. As part of the pop-up, Consultant will also develop display boards describing the key components of the plan, how public input shaped and influenced the proposed plan, and opportunities for the public to provide additional input. Consultant will also provide this information online for public review and comment.

6.2 Public Comment Summary

Upon completion of Task 6.1 Consultant will document the results of this task, including a summary of public input, photographs of the event, maps and graphics documenting the public participation and design process. This summary will be provided in PowerPoint, with supporting maps documenting the results of this task that the City can use to brief the Planning Commission, City Council, and community groups.

6.3 Consultant Deliverables for Task 6:

- Pop up event
- Draft and Final Public Comment Summary memorandum documenting the public event and associated outreach

7 Master Plan Review

7.1 Draft Land Use Plan and Trip Analysis

Using public input, Planning Commission and City Council direction provided from Tasks 5 and 6, Consultant will update the Draft Land Use Plan to develop the Draft Master Plan. The Draft Master Plan will include refined versions of the plan components identified in Tasks 5 and 4.4. Consultant assumes that developing the Draft Master Plan will include up to two focused work sessions with the Consultant team and City staff. The Draft Master Plan will be comprised of annotated maps, revised visualizations, as necessary, and supporting background documentation to support the Draft Master Plan recommendations.

As part of the Draft Master Plan, Consultant will prepare a regulatory strategy that describes the proposed Comprehensive Plan policies and Development Code amendments, initiating implementation of the preferred regulatory option described in Task 5. The regulatory strategy will describe the key content of the proposed policies and code. Consultant assumes that this will be a partial drafting of the plan and code amendments, including an initial set of eight to ten code graphics.

7.2 Draft Strategies and Actions for Implementation

Consultant will develop a prioritized implementation strategy tied to funding recommendations. This will include a matrix that documents the goals, objectives and success measures developed through the project with implementing strategies and actions to achieve the Master Plan's goals, including but not limited to new policies, opportunities for public-private partnerships, development incentives, and new programs. For each strategy and action, Consultant will identify appropriate timing, assumed responsibility, and potential funding mechanism, with a focus on leveraging existing resources wherever possible. Consultant will coordinate with the City PM to align infrastructure planning with the City's Capital Improvement Program and consistency with City standards. The outcome of this task will be a matrix of implementing actions and supporting funding and financing measures.

As part of this task, Consultant will develop a funding strategy that identifies realistic and achievable funding strategies to pay for the various public and public-private components of the plan. Elements of the funding strategy will include:

- A funding matrix identifying practical funding strategies, including a description, the types of investments it is best suited for, examples of where it has been used before, the process to put it into place, interrelationships with other funding tools, and other relevant factors.
- A leverage analysis that evaluates the degree to which the proposed public investments in the Town Center are supported by the proposed private development given the anticipated funding tools. For each proposed public investment, we will identify whether it should be primarily funded locally (within the Town Center) or citywide.

Wilsonville Town Center - Scope of Services

- A proposed funding strategy that identifies the most appropriate funding mechanisms and arrays them over time in conjunction with the implementation strategy so that appropriate funding tools are in place and ready to pay for projects when needed.

Consultant assumes that this task will be written as a Master Plan chapter to be incorporated into the final Master Plan.

7.3 Advisory Committee #6, Planning Commission, City Council Meetings

Consultant will present the draft Master Plan and Implementation Strategies to the Advisory Committee for review and discussion. The outcomes, including the Advisory Committee's agreement or requested modifications to the plan, will be documented in a meeting summary. The draft Master Plan and Implementation Plan, including input provided by the Advisory Committee, will be presented to the Planning Commission and City Council. Key findings from these three meetings will be summarized in a PowerPoint presentation and submitted to the Wilsonville PM for use in briefing other community groups. The PowerPoint will also be placed online and available for public viewing.

7.4 Consultant Deliverables for Task 7:

- Draft Land Use Plan and Trip Analysis
- Draft Master Plan and supporting appendices, as applicable
- Draft implementation strategies
- Recommended land use regulatory strategy
- Preparation for and facilitation of Advisory Committee #6, including preparation of a written summary of the meeting results
- Planning Commission and City Council work sessions (one each) and materials

8 Adopt Town Center Redevelopment Plan

8.1 State, Regional, and Local Consistency Analysis

Consultant will draft Transportation Planning Rule (TPR) findings and, if pursued, a Multimodal Mixed-Use Area (MMA) analysis and recommendations, as applicable. The TPR will include anticipated TSP changes. Consultant will coordinate with the City and ODOT to determine if an MMA is feasible. To document the plan's consistency with regional and local land use plans, Consultant will also develop a short two to three-page memorandum describing the Draft Master Plan's consistency with Title 6 of the Urban Growth Management Functional Plan.

8.2 Final Master Plan

Consultant will create an approximately 40 to 60-page reader-friendly document that describes the overall vision, public engagement results, land use and regulatory changes and state, regional and local land use consistency, funding and financing recommendations and prioritized capital improvement projects. It will focus on short, medium and long term phaseable projects and identify critical path elements that are necessary to improve the Town Center today and over time. Exhibits and visualizations developed as part of previous tasks will be incorporated into the Final Master Plan. As with other tasks, the Final Master Plan will be highly visual *and* targeted as both a strategic framework plan and a marketing and branding action plan for future developers. Comprehensive plan and development code amendments will be

Wilsonville Town Center - Scope of Services

hearings-ready and incorporated in the Final Master Plan as an appendix along with transportation system plan, utility master plans, and other plan amendments, as applicable.

Consultant will provide the draft Final Master Plan to the Wilsonville PM for review. The City will provide one set of non-contradictory comments to Consultant to incorporate into the Final Master Plan. Consultant assumes two rounds of comments prior to finalizing the document.

8.3 Comprehensive Plan Map and Development Code Amendments

Consultant will prepare draft and final amendments for the Comprehensive Plan text and policies, Comprehensive Plan map, Zoning map, and Development Code. The amendments, with findings for compliance, will be "hearings-ready", i.e. the complete package of amendments needed for adoption. Code/design guideline graphics (8-10) will be prepared.

8.4 Planning Commission Meetings

Consultant will provide support to the City to complete the Planning Commission Hearing packet. Consultant will prepare for and present at up to two Planning Commission work sessions and one Planning Commission hearing.

8.5 City Council Adoption

Consultant will provide support to the City to complete the City Council Hearing packet. Consultant will prepare for and present at up to two City Council work sessions and one City Council hearing.

8.6 Consultant Deliverables for Task 8:

- State, regional and local consistency analysis, including Title 6, TPR compliance, and MMA findings, as applicable;
- Draft Final and Final Master Plan with implementing strategies, prioritized projects and technical appendices;
- Comprehensive Plan and Development Code amendments with supporting findings for adoption;
- Preparation for, meeting materials and attendance at up to three Planning Commission meetings; and
- Preparation for, meeting materials and attendance at up to three City Council meetings.

Assumptions for Meetings and Deliverables:

- Consultant assumes that for all deliverables, unless noted in the task, there will be one round of revisions and the City will provide a single set of non-contradictory comments to Consultant that will be addressed prior to submitting the final product to the City.
- Consultant assumes that the City will be responsible for securing meeting locations and other logistics related to public events as set forth in the Public Involvement and Communications Plan or outlined by the Consultant and City staff.
- The City will provide plotting services and print materials for the events.



Wilsonville Town Center Rate Sheet

<i>Name</i>	Role	Firm	Rate
<i>Chris Beynon</i>	Principal in Charge	MIG	\$230
<i>Alex Dupey</i>	Project Manager	MIG	\$150
<i>Mukul Malhotra</i>	Consulting Principal- Urban Design	MIG	\$235
<i>Tom von Schrader</i>	Infrastructure Task Quality Control	MIG	\$250
<i>Amalia Leighton</i>	Infrastructure Task Leader	MIG	\$170
<i>Jon Pheanis</i>	Lead Land Use Planner	MIG	\$110
<i>Rachel Edmonds</i>	Urban Designer	MIG	\$95
<i>Ryan Mottau</i>	Web/Online Public Engagement	MIG	\$140
<i>CJ Davis</i>	Visualizations	MIG	\$125
<i>Jose Rodriguez</i>	GIS Specialist	MIG	\$125
	Project Associate	MIG	\$75
	Administration	MIG	\$75
<i>Chris Zahas</i>	Economic Development Lead	Leland	\$185
<i>Dave Siegel</i>	Policy and Implementation Advisor	Leland	\$170
<i>Alisa Pyszka</i>	Economic Development Advisor	Leland	\$170
<i>Andy Parks</i>	Public Finance Analyst	Leland	\$180
<i>Kate Washington</i>	Analyst	Leland	\$110
<i>Justin Acciavati</i>	Financial Analyst	Leland	\$150
<i>Joe Dills</i>	Regulatory Task Lead	APG	\$192
<i>Andrew Parish</i>	Planner	APG	\$87
	Planning Support	APG	\$57
<i>Scott Mansur</i>	Project Manager	DKS	\$175
<i>Jordin Ketelsen</i>	Project Engineer	DKS	\$100
<i>Mat Dolata</i>	Transportation Planner and Modeler	DKS	\$130
<i>Rachel Vogt</i>	Transportation Analyst	DKS	\$85
<i>Danella Whitt</i>	Graphic Designer	DKS	\$95
<i>Bob Gibbs</i>	Real Estate Strategist	Bob Gibbs	\$250

P L A N N I N G | D E S I G N | C O M M U N I C A T I O N S | M A N A G E M E N T | T E C H N O L O G Y

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**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: August 15, 2016</p>	<p>Subject: Resolution No. 2600 Contract Award to Northstar Electrical Contractors Inc. for Streetlight Infill Project (CIP 4696)</p> <p>Staff Member: Eric Mende, P.E., Capital Projects Engineering Manager Department: Community Development</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1st Reading Date: <input type="checkbox"/> Ordinance 2nd 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</p>	<p><input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable</p>	<p>Comments:</p>
<p>Staff Recommendation: Staff recommends the City Council adopt Resolution No. 2600, on Consent.</p>		
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>		
<p>Project / Issue Relates To: <i>[Identify which goal(s), master plans(s) your issue relates to.]</i></p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities Well Maintained Infrastructure</p>	<p><input type="checkbox"/> Adopted Master Plan(s)</p>	<p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL: Should the City award a contract to Northstar Electrical Contractors Inc. for installation of new street lights along Boeckman Road and Boones Ferry Road, for a cost Not To Exceed \$210,000.

EXECUTIVE SUMMARY:

Design and bidding documents for this project included four locations for new streetlights, plus two locations for new fiber optic conduit. A single bid was received from Northstar Electric, for \$463,000, which exceeds the available budget. Staff evaluated the line item bid costs and

determined the four Street Light line item costs were responsive and reasonable but the two fiber optic line items were approximately double historical costs. (See attached Northstar Bid) To stay within an acceptable budget, staff deleted two of the Street Light line items (#1 & #4), and both Fiber Optic line items (#5 & #6). The remaining line items – Boeckman Road over I-5, and Boones Ferry Road between 95th and Day Road, represent priority locations based on safety considerations. The deleted line items will be postponed and re-bid at an unspecified later time.

EXPECTED RESULTS:

A total of 12 new streetlights will be installed on existing Major Arterial roadways, improving safety for the traveling public and particularly bicycles and pedestrians.

TIMELINE:

Construction is expected to be completed by November 2016.

CURRENT YEAR BUDGET IMPACTS:

The project is entirely funded by the Streetlight Fund. Adequate funds have been appropriated in the 2016-2017 budget to complete the project.

FINANCIAL REVIEW / COMMENTS:

Reviewed by: _____ Date: _____

LEGAL REVIEW / COMMENT:

Reviewed by: _____ Date: _____

COMMUNITY INVOLVEMENT PROCESS:

None.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY (businesses, neighborhoods, protected and other groups):

General traffic safety along two of Wilsonville’s Major Arterial roadways will be improved, with bicyclist along Boones Ferry Road, and both bicyclists and pedestrians along Boeckman Road being the primary beneficiaries of the enhanced street lighting.

ALTERNATIVES:

Postpone the project.

CITY MANAGER COMMENT:

ATTACHMENTS:

- A. Northstar Bid
- B. Resolution No. 2600

RESOLUTION NO. 2600

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH NORTHSTAR ELECTRICAL CONTRACTORS, INC. FOR THE 2016 STREET LIGHT INFILL (CAPITAL IMPROVEMENT PROJECT 4696).

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #4696, known as 2016 Street Light Infill (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, a single bid was received and opened on June 29, 2016, and Northstar Electrical Contractors, Inc. submitted a bid of \$463,000 for the Project attached hereto as **Exhibit A** and thereby incorporated herein; and

WHEREAS, as allowed by State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code, the City has decided for budgetary reasons to award only a portion of the Bid Schedule, specifically Bid line items 2, 3 and 7 only; and

WHEREAS, Northstar Electrical Contractors agrees to the reduced scope and cost of the contract.

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Northstar Electrical Contractors, Inc. submitted a 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, attached hereto as **Exhibit B** and thereby incorporated herein, with Northstar Electrical Contractors, Inc. for a stated Not To Exceed value of \$210,000.00, comprising Bid line items two, three, and seven.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this
15th day of August 2016, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Sandra C. King, City Recorder, MMC

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Fitzgerald

Councilor Stevens

Councilor Lehan

Exhibits:

Exhibit A – Northstar Electrical Contractors, Inc. Bid Schedule

Exhibit B – Contract

**CITY OF WILSONVILLE
CONSTRUCTION CONTRACT (CIP #4696)
STREET LIGHT INFILL 2016**

This Construction Contract for the Street Light Infill 2016 Project (“Contract”) is made and entered into on this ____ day of August, 2016 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Northstar Electrical Contractors Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing recitals and all of the following additional “Contract Documents”: all Bid documents, including the Invitation to Bid and Contractor’s response thereto; Specifications, Plans and Details; Scope of Work; General Conditions; Supplementary Conditions; and City of Wilsonville Special Provisions; 2015 City of Wilsonville Public Works Standards; Oregon Department of Transportation 2015 Oregon Standard Specifications for Construction, and Special Provisions to ODOT Standards; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, unless earlier terminated in accordance herewith. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. Except in the event of an extension of time, agreed to in writing by the City, all Work must be completed by no later than November 30, 2016.

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 Street Light Infill 2016 Project (“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 which 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. Contractor will not be responsible for delay damages (“Liquidated Damages”) or be deemed to be in default by reason of delays in performance due to reasons 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.

3.4. 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.

3.5. 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 and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor a unit price not to exceed amount of TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000)

for performance of the Work (“Contract Sum”) based on unit pricing for line items 2, 3, and 7 only, as contained in the Contract Documents. 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 23**.

4.3. Unless expressly set forth in the Contract Documents as a reimbursable expense item that is not included in the Contract Sum of **Subsection 4.1**, or as an additional charge for which a written Change Order has been approved, in accordance with **Subsection 4.2** and the requirements of **Section 23**, Contractor shall only be entitled to the Contract Sum specified in **Subsection 4.1**.

4.4. 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 22**.

4.5. 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, and all other similar fees required to perform the Work on the Project.

4.6. 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, and all other similar fees resulting from this Project that are not specifically otherwise provided for in the Contract Documents.

4.7. 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.

4.8. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the 2015 City of Wilsonville Public Works Standards, ODOT 2015 Standard Specifications for Construction, and in ORS 279C.570.

Section 5. Prevailing Wages

This is a Contract for a Public Works Project (“Contract”), 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, 2016, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can currently be found at the following website address: http://www.oregon.gov/boli/WHD/PWR/Pages/January_2016_Index.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 shall 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.

Section 9. City's Project Manager

The City's Project Manager is Eric Mende. 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 Jesse Culp. 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 14.2**, Contractor shall neither subcontract with others for any of the Work prescribed herein nor 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

Except as otherwise provided under ORS 30.265, the performance under this Contract is 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.

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 mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Any injury to persons or property incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 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.

14.2. 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.

14.3. 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.

14.4. Contractor shall 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 subcontractor 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.

14.5. 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. Unless otherwise expressly set forth in the Contract Documents as a reimbursable expense item not included in the Contract Sum, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Contractor's Contract Sum is based.

14.6. 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.

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

14.8. 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.

14.9. 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.

14.10. 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.

14.11. 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.

14.12. 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).

14.13. 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 contracting agency 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.

14.14. 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.

14.15. 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 for the services or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

14.16. 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:

14.16.1. 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

14.16.2. 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

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

14.17. 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.

14.18. For personal/professional service contracts, as designated under ORS 279A.055, instead of 14.16.1, 14.16.2, and 14.16.3 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.

14.19. 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.

14.20. 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.

14.21. 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.

14.22. 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.

14.23. 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.

14.24. 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.

14.25. References to "subcontractor" mean a subcontractor at any tier.

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:

(a) 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 contracting agency under the public improvement contract; and

(b) an interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, 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 (a) 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 contracting agency 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 **Subsection 15.1(a) and (b)** 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.

Section 16. Environmental Laws

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
Port Districts
County Service Districts
Water Districts

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

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

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

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

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

Section 17. Indemnity and Insurance

17.1. 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.

17.2. In the performance of the Work, Contractor agrees to use 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 services not meeting this standard without additional compensation. Contractor's re-performance of any services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

17.3. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies of insurance maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

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

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

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

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

17.3.5. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability Policy(ies), as applicable, will be provided by endorsement. Additional insured coverage shall be for both on-going 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.

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

17.3.7. 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 18. Bonding Requirements

18.1. 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.

18.2. 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.

18.3. 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).

18.4. 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 19. Warranty

19.1. Contractor shall fully warranty all Work, including but not limited to all plant material, for a period of two (2) years from the date of Final Acceptance of all Work.

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

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

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

Section 20. Early Termination; Default

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

20.1.1. By mutual written consent of the parties;

20.1.2. 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; and

20.1.3. 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.

20.2. 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.

20.3. 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.

20.4. 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 26**, for which Contractor has received payment or the City has made payment.

Section 21. 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 22. Final Completion and Liquidated Damages

22.1. 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. All punch list items must be fully addressed and corrected on or before the deadline date of November 30, 2016.

22.2. 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 all Work is not fully completed by

November 30, 2016, 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 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 amount of One Hundred Dollars (\$100.00) per day for each and every day that expires after November 30, 2016.

22.3. 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 Engineer for all costs incurred by the Engineer for engineering, inspection, and project management services required beyond the time specified for Final Completion. Contractor shall also reimburse the Engineer 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 Engineer directly, the City will deduct the cost from Contractor's final pay request.

Section 23. 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 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 24. 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 25. 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 for a period of four (4) years, unless within that time the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Contract.

Section 26. Property of the City

26.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports, and photographs, performed or produced by Contractor under this Contract shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Contractor as creator of such work shall be conveyed to the City upon request without additional compensation. Upon the City's approval, and provided the City is identified in connection therewith, Contractor may include Contractor's work in its promotional materials. Drawings may bear a disclaimer releasing Contractor from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

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

Section 27. 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: Eric Mende
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: Northstar Electrical Contractors Inc.
Attn: Jesse Culp
9130 SW Pioneer Court, Suite A
Wilsonville, OR 97070

Section 28. Miscellaneous Provisions

28.1. 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.

28.2. 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.

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

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

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

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

28.7. 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.

28.8. 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.

28.9. 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.

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

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

28.12. 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.

28.13. 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.

28.14. 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.

28.15. 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.”

28.16. 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.

28.17. 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.

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

28.19. 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.

28.20. 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.

28.21. 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:

Northstar Electrical Contractors Inc.

City of Wilsonville

By: _____

By: _____

Jesse Culp

Bryan Cosgrove

As Its: President

As Its: City Manager

Employer I.D. No. _____

APPROVED AS TO FORM:

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

BID SCHEDULE

Bid Item No.	Bid Items	Unit	Quantity	Unit Cost	Total Cost
1	95 th Avenue Street Lighting	1	LS	<u>38,000</u>	<u>38,000</u>
2	Boeckman Road Street Lighting	1	LS	<u>122,000</u>	<u>122,000</u>
3	Boones Ferry Road Street Lighting	1	LS	<u>78,000</u>	<u>78,000</u>
4	Parkway Center Drive Street Lighting	1	LS	<u>152,000</u>	<u>152,000</u>
5	Boones Ferry Road Fiber Conduit	1	LS	<u>25,000</u>	<u>25,000</u>
6	Parkway Center Drive Fiber Conduit	1	LS	<u>38,000</u>	<u>38,000</u>
7	Owner Directed Changes	1	LS	\$10,000.00	\$10,000.00

Total Amount Bid (Figures) 463,000

Total Bid Written in Words:

four hundred and sixty three thousand Dollars AND Cents

Company Name

North Star Electrical Contractors, Inc

Bidder's Signature

J.W. Wjg

Resolution 2600- Exhibit B

**CITY OF WILSONVILLE
CONSTRUCTION CONTRACT (CIP #4696)
STREET LIGHT INFILL 2016**

This Construction Contract for the Street Light Infill 2016 Project (“Contract”) is made and entered into on this ____ day of August, 2016 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Northstar Electrical Contractors Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing recitals and all of the following additional “Contract Documents”: all Bid documents, including the Invitation to Bid and Contractor’s response thereto; Specifications, Plans and Details; Scope of Work; General Conditions; Supplementary Conditions; and City of Wilsonville Special Provisions; 2015 City of Wilsonville Public Works Standards; Oregon Department of Transportation 2015 Oregon Standard Specifications for Construction, and Special Provisions to ODOT Standards; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, unless earlier terminated in accordance herewith. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. Except in the event of an extension of time, agreed to in writing by the City, all Work must be completed by no later than November 30, 2016.

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 Street Light Infill 2016 Project (“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 which 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. Contractor will not be responsible for delay damages (“Liquidated Damages”) or be deemed to be in default by reason of delays in performance due to reasons 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.

3.4. 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.

3.5. 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 and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor a unit price not to exceed amount of TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000)

for performance of the Work (“Contract Sum”) based on unit pricing for line items 2, 3, and 7 only, as contained in the Contract Documents. 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 23**.

4.3. Unless expressly set forth in the Contract Documents as a reimbursable expense item that is not included in the Contract Sum of **Subsection 4.1**, or as an additional charge for which a written Change Order has been approved, in accordance with **Subsection 4.2** and the requirements of **Section 23**, Contractor shall only be entitled to the Contract Sum specified in **Subsection 4.1**.

4.4. 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 22**.

4.5. 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, and all other similar fees required to perform the Work on the Project.

4.6. 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, and all other similar fees resulting from this Project that are not specifically otherwise provided for in the Contract Documents.

4.7. 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.

4.8. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the 2015 City of Wilsonville Public Works Standards, ODOT 2015 Standard Specifications for Construction, and in ORS 279C.570.

Section 5. Prevailing Wages

This is a Contract for a Public Works Project (“Contract”), 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, 2016, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can currently be found at the following website address: http://www.oregon.gov/boli/WHD/PWR/Pages/January_2016_Index.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 shall 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.

Section 9. City's Project Manager

The City's Project Manager is Eric Mende. 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 Jesse Culp. 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 14.2**, Contractor shall neither subcontract with others for any of the Work prescribed herein nor 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

Except as otherwise provided under ORS 30.265, the performance under this Contract is 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.

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 mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Any injury to persons or property incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 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.

14.2. 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.

14.3. 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.

14.4. Contractor shall 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 subcontractor 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.

14.5. 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. Unless otherwise expressly set forth in the Contract Documents as a reimbursable expense item not included in the Contract Sum, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Contractor's Contract Sum is based.

14.6. 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.

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

14.8. 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.

14.9. 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.

14.10. 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.

14.11. 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.

14.12. 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).

14.13. 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 contracting agency 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.

14.14. 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.

14.15. 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 for the services or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

14.16. 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:

14.16.1. 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

14.16.2. 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

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

14.17. 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.

14.18. For personal/professional service contracts, as designated under ORS 279A.055, instead of 14.16.1, 14.16.2, and 14.16.3 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.

14.19. 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.

14.20. 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.

14.21. 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.

14.22. 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.

14.23. 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.

14.24. 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.

14.25. References to "subcontractor" mean a subcontractor at any tier.

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:

(a) 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 contracting agency under the public improvement contract; and

(b) an interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, 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 (a) 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 contracting agency 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 **Subsection 15.1(a) and (b)** 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.

Section 16. Environmental Laws

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
Port Districts
County Service Districts
Water Districts

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

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

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

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

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

Section 17. Indemnity and Insurance

17.1. 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.

17.2. In the performance of the Work, Contractor agrees to use 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 services not meeting this standard without additional compensation. Contractor's re-performance of any services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

17.3. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies of insurance maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

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

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

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

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

17.3.5. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability Policy(ies), as applicable, will be provided by endorsement. Additional insured coverage shall be for both on-going 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.

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

17.3.7. 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 18. Bonding Requirements

18.1. 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.

18.2. 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.

18.3. 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).

18.4. 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 19. Warranty

19.1. Contractor shall fully warranty all Work, including but not limited to all plant material, for a period of two (2) years from the date of Final Acceptance of all Work.

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

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

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

Section 20. Early Termination; Default

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

20.1.1. By mutual written consent of the parties;

20.1.2. 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; and

20.1.3. 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.

20.2. 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.

20.3. 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.

20.4. 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 26**, for which Contractor has received payment or the City has made payment.

Section 21. 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 22. Final Completion and Liquidated Damages

22.1. 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. All punch list items must be fully addressed and corrected on or before the deadline date of November 30, 2016.

22.2. 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 all Work is not fully completed by

November 30, 2016, 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 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 amount of One Hundred Dollars (\$100.00) per day for each and every day that expires after November 30, 2016.

22.3. 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 Engineer for all costs incurred by the Engineer for engineering, inspection, and project management services required beyond the time specified for Final Completion. Contractor shall also reimburse the Engineer 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 Engineer directly, the City will deduct the cost from Contractor's final pay request.

Section 23. 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 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 24. 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 25. 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 for a period of four (4) years, unless within that time the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Contract.

Section 26. Property of the City

26.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports, and photographs, performed or produced by Contractor under this Contract shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Contractor as creator of such work shall be conveyed to the City upon request without additional compensation. Upon the City's approval, and provided the City is identified in connection therewith, Contractor may include Contractor's work in its promotional materials. Drawings may bear a disclaimer releasing Contractor from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

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

Section 27. 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: Eric Mende
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Contractor: Northstar Electrical Contractors Inc.
 Attn: Jesse Culp
 9130 SW Pioneer Court, Suite A
 Wilsonville, OR 97070

Section 28. Miscellaneous Provisions

28.1. 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.

28.2. 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.

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

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

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

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

28.7. 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.

28.8. 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.

28.9. 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.

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

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

28.12. 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.

28.13. 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.

28.14. 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.

28.15. 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.”

28.16. 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.

28.17. 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.

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

28.19. 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.

28.20. 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.

28.21. 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:

Northstar Electrical Contractors Inc.

City of Wilsonville

By: _____

By: _____

Jesse Culp

Bryan Cosgrove

As Its: President

As Its: City Manager

Employer I.D. No. _____

APPROVED AS TO FORM:

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



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: August 15, 2016</p>	<p>Subject: Ordinance No. 795 Zone Map Amendment from PF (Public Facility) to V (Village), Villebois Phase 10 Central, Mont Blanc No. 2</p> <p>Staff Member: Daniel Pauly AICP, Associate Planner Department: Community Development, Planning Division</p>
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>
<p><input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: August 15, 2016 <input checked="" type="checkbox"/> Ordinance 1st Reading Date: August 15, 2016. <input checked="" type="checkbox"/> Ordinance 2nd Reading Date: September 8, 2016 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda</p>	<p><input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable</p> <p>Comments: Following their review at the July 25th meeting, the Development Review Board, Panel B recommended approval of the Zone Map Amendment.</p>
<p>Staff Recommendation: Staff recommends Council adopt Ordinance 795 on first reading.</p>	
<p>Recommended Language for Motion: I move to approve Ordinance No. 795 on first reading.</p>	
<p>Project / Issue Relates To: Comprehensive Plan, Zone Code and Villebois Master Plan.</p>	
<p><input type="checkbox"/> Council Goals/Priorities</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s) Villebois Village Master Plan</p> <p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

Approve or deny Ordinance No. 795 for a Zone Map Amendment from the Public Facility (PF) zone to Village (V) zone on approximately 3.2 acres located in the Villebois Village Center, west of Villebois Drive North, south of future SW Paris Avenue.

EXECUTIVE SUMMARY:

The zone map amendment will rezone the land proposed to be developed as 82 condominiums in three 24-34 unit buildings and 10 row houses and associated streets, alleys, and open space in the Villebois Village Center. The proposed zoning is consistent with the Comprehensive Plan designation of Residential-Village.

Development Review Board Panel 'B' recommended the Council approve the Zone Map Amendment during their July 25th meeting.

EXPECTED RESULTS:

Adoption of Ordinance No. 795.

TIMELINE:

The Zone Map Amendment will be in effect 30 days after the ordinance is adopted.

CURRENT YEAR BUDGET IMPACTS:

None

FINANCIAL REVIEW / COMMENTS:

Reviewed by: _____ Date: _____

LEGAL REVIEW / COMMENT:

Reviewed by: _____ Date: _____

COMMUNITY INVOLVEMENT PROCESS:

The required public hearing notices have been sent and DRB Public Hearing held.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY

Ordinance No. 795 will support the continued build out of Villebois consistent with the Villebois Village Master Plan.

ALTERNATIVES:

Not approve the Zone Map Amendment preventing the planned development.

CITY MANAGER COMMENT:

ATTACHMENTS:

Ordinance No. 795

ORDINANCE NO. 795

AN ORDINANCE OF THE CITY OF WILSONVILLE APPROVING A ZONE MAP AMENDMENT FROM THE PUBLIC FOREST (PF) ZONE TO THE VILLAGE (V) ZONE ON APPROXIMATELY 3.2 ACRES LOCATED IN THE VILLEBOIS VILLAGE CENTER, WEST OF VILLEBOIS DRIVE NORTH, SOUTH OF FUTURE SW PARIS AVENUE. COMPRISING TAX LOT 2900 OF SECTION 15AC, T3S, R1W, CLACKAMAS COUNTY, OREGON, POLYGON WLH LLC, APPLICANT.

RECITALS

WHEREAS, Polygon WLH LLC has made a development application requesting, among other things, a Zone Map Amendment for the Property to develop a 92 unit condo and row house development and associated alleys and other improvements consistent with the Villebois Village Master Plan; and

WHEREAS, RCS-Villebois Development LLC as the property owner and an authorized representative has signed the appropriate application form; and

WHEREAS, the City of Wilsonville Planning Staff analyzed the Zone Map Amendment request and prepared a staff report for the Development Review Board, finding that the application met the requirements for a Zone Map Amendment and recommending approval of the Zone Map Amendment, which staff report was presented to the Development Review Board on July 25, 2016;

WHEREAS, the Development Review Board Panel 'B' held a public hearing on the application for a Zone Map Amendment and associated development applications on July 25, 2016, and after taking public testimony and giving full consideration to the matter, adopted Resolution No. 330 which recommends that the City Council approve a request for a Zone Map Amendment (Case File DB16-0020) and adopts the staff report with findings and recommendation, all as placed on the record at the hearing; and

WHEREAS, on August 15, 2016, the Wilsonville City Council held a public hearing regarding the above described matter, wherein the City Council considered the full public record made before the Development Review Board, including the Development Review Board and City Council staff reports; took public testimony; and, upon deliberation, concluded that the proposed Zone Map Amendment meets the applicable approval criteria under the City of Wilsonville Development Code;

ORDINANCE NO. 795– ATTACHMENT 1

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

In the Matter of the Application of)	
Polygon WLH, LLC)	
for a Rezoning of Land and Amendment)	ZONING ORDER DB16-0020
of the City of Wilsonville)	
Zoning Map Incorporated in Section 4.102)	
of the Wilsonville Code.)	

The above-entitled matter is before the Council to consider the application of DB16-0020, for a Zone Map Amendment and an Order, amending the official Zoning Map as incorporated in Section 4.102 of the Wilsonville Code.

The Council finds that the subject property (“Property”), legally described and shown on Attachment, has heretofore appeared on the City of Wilsonville zoning map as Public Facility (PF).

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

THEREFORE IT IS HEREBY ORDERED that The Property, consisting of approximately 3.2 acres located in the Villebois Village Center, west of Villebois Drive North, south of future SW Paris Avenue. Comprising tax lot 2900 of Section 15AC, T3S, R1W, Clackamas County, Oregon, as more particularly shown and described in Attachment A, is hereby rezoned to Village (V), subject to conditions detailed in this Order’s adopting Ordinance. The foregoing rezoning is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.102 WC) and shall appear as such from and after entry of this Order.

Dated: August 15, 2016.

TIM KNAPP, MAYOR

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney

ATTEST:

Sandra C. King, MMC, City Recorder

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



ATTACHMENT A

April 25, 2016

LEGAL DESCRIPTION

Job No. 395-054

A tract of land being Lot 77, plat of "Villebois Village Center No. 3", Clackamas County Plat Records, in the Northeast and Northwest Quarters of Section 15, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, State of Oregon, more particularly described as follows:

BEGINNING at the most westerly corner of said Lot 77;

thence along the northerly line of said Lot 77, North 47° 03'23" East, a distance of 342.14 feet to the most northerly corner of said Lot 77;

thence continuing along said northerly line, South 43° 37'09" East, a distance of 371.18 feet to a point of tangential curvature;

thence continuing along said northerly line, along a 185.00 foot radius tangential curve to the right, arc length of 20.99 feet, central angle of 06° 30'02", chord distance of 20.98 feet, and chord bearing of South 40° 22'08" East to a point of tangency;

thence continuing along said northerly line, South 37° 07'07" East, a distance of 74.48 feet to the most easterly corner of said Lot 77;

thence along the southerly line of said Lot 77 for the following 5 courses:

along a 528.00 foot radius non-tangential curve, concave southeasterly, with a radius point bearing South 31° 28'38" East, arc length of 105.67 feet, central angle of 11° 27'58", chord distance of 105.49 feet, and chord bearing of South 52° 47'22" West to a point of tangency,

South 47° 03'23" West, a distance of 142.05 feet to the most southerly corner of said Lot 77, North 42° 56'37" West, a distance of 196.00 feet to an angle point,

South 47° 03'23" West, a distance of 91.00 feet to an angle point, North 42° 56'37" West, a distance of 259.67 feet to the POINT OF BEGINNING.

Containing 3.20 acres, more or less.

Basis of bearings per "Villebois Village Center No. 3", Clackamas County Plat Records.

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JULY 9, 2002 TRAVIS C. JANSEN 57751

RENEWS: 6/30/2017

TONQUIN WOODS
AT VILLEBOIS
NO. 8

SW PARIS AVENUE

SW COLLINA LANE

LOT 78

LOT 82

N47°03'23"E 342.14'

LOT 77

S43°37'09"E 371.18'

VILLEBOIS VILLAGE
CENTER NO. 3

POB

LOT 81

N42°56'37"W 259.67'

R=185.00'
L=20.99'
Δ=6°30'02"
CH=20.98'
S40°22'08"E

S37°07'07"E
74.48'

LOT 76

S47°03'23"W
91.00'

N42°56'37"W 196.00'

S47°03'23"W 142.05'

R=528.00'
L=105.67'
Δ=11°27'58"
CH=105.49'
S52°47'22"W

SW VILLEBOIS
DRIVE NORTH

ATTACHMENT A



DRAWN BY: GPS DATE: 4/25/16

REVIEWED BY: TCJ DATE: 4/25/16

PROJECT NO.: 395-054

SCALE: 1"=100'

PAGE 2 OF 2



12564 SW Main St
Tigard, OR 97223
[T] 503-941-9484
[F] 503-941-9485

Ord. No. 795 Attachment 2
 Staff Report
 Wilsonville Planning Division

Mont Blanc No. 2

City Council
 Quasi-Judicial Public Hearing

Hearing Date: August 15, 2016

Date of Report: July 26, 2016

Application Nos.: DB16-0020 Zone Map Amendment

Request/Summary: The applicant request the City Council review a Quasi-judicial Zone Map Amendment for a 92-unit residential development, associated parks and open space and other improvements.

Location: Villebois Village Center, West of Villebois Drive North, South of future SW Paris Avenue. The property is specifically known as Tax Lot 2900, Section 15AC, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon.

Owner: Sharon Eshima, RCS- Villebois LLC

Applicant: Fred Gast, Polygon WLH LLC

Applicant's Rep.: Stacy Connery, AICP
 Pacific Community Design, Inc.

Comprehensive Plan Designation: Residential-Village
Zone Map Classification (Current): PF (Public Facility)
Zone Map Classification (Proposed): V (Village)

Staff Reviewers: Daniel Pauly AICP, Associate Planner
 Steve Adams PE, Development Engineering Manager
 Kerry Rappold, Natural Resource Program Manager

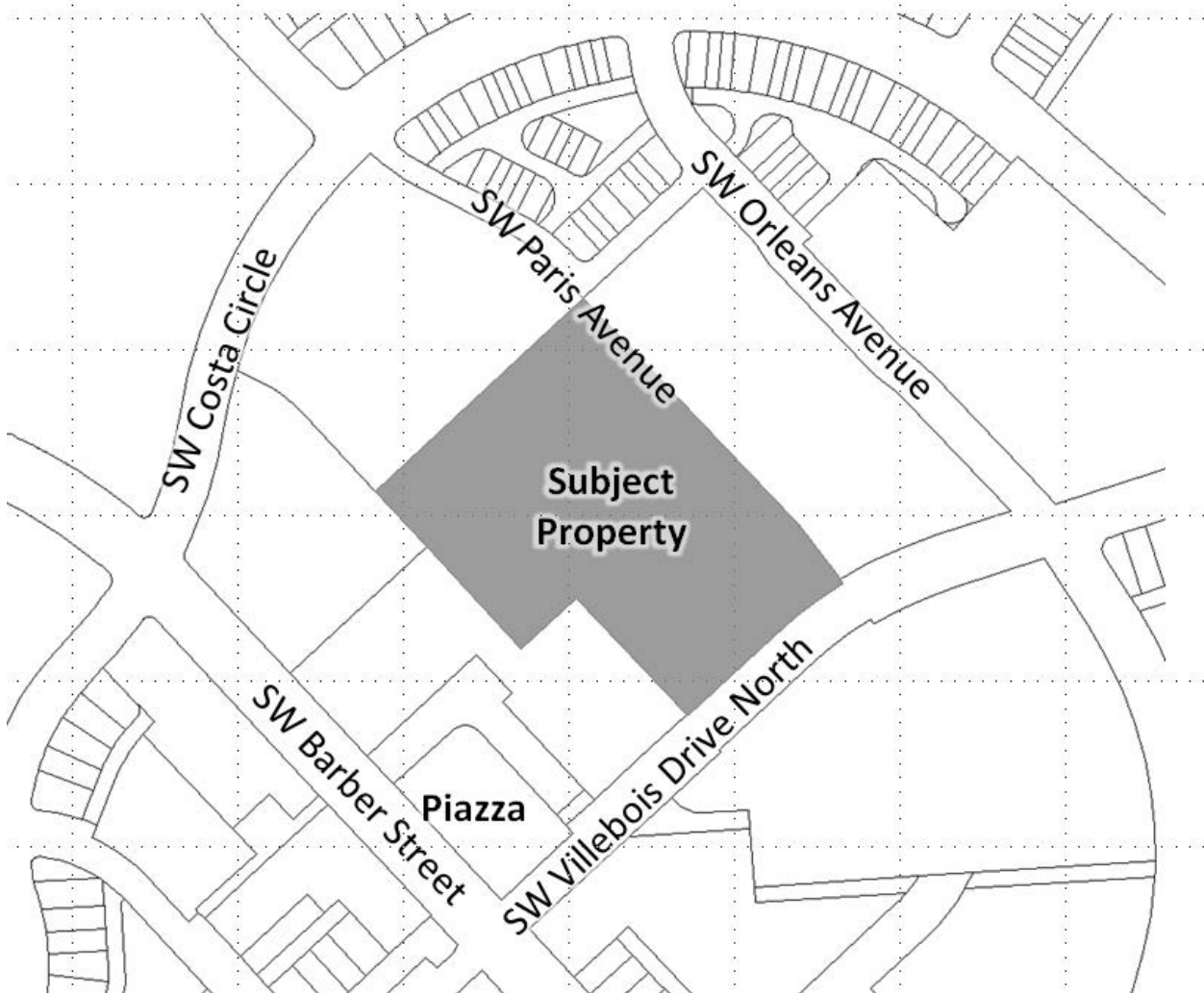
Staff and DRB Recommendation: Approve the requested Zone Map Amendment.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.008	Application Procedures-In General
Section 4.009	Who May Initiate Application
Section 4.010	How to Apply
Section 4.011	How Applications are Processed
Section 4.014	Burden of Proof

Section 4.031	Authority of the Development Review Board
Section 4.033	Authority of City Council
Subsection 4.035 (.04)	Site Development Permit Application
Subsection 4.035 (.05)	Complete Submittal Requirement
Section 4.110	Zones
Section 4.113	Residential Development in Any Zone
Section 4.125	V-Village Zone
Section 4.197	Zone Changes and Amendments to Development Code-Procedures
<u>Other City Planning Documents:</u>	
Comprehensive Plan	
Villebois Village Master Plan	
SAP Central Approval Documents	

Vicinity Map



Background/Summary:

Zone Map Amendment (DB16-0020)

The subject property still has a “Public Facility” zoning dating from its time as part of the campus of Dammasch State Hospital. Consistent with other portions of the former campus, a request to update the zoning consistent with the Comprehensive Plan is included concurrent with applications to develop the property.

Conclusion:

Staff and the DRB have reviewed the application and facts regarding the request and recommends the City Council approve of the zone map amendment (DB16-0020).

Procedural Statements and Background Information:

1. The statutory 120-day time limit applies to this application. The application was received on May 16, 2016. On June 15, 2016, staff conducted a completeness review within the statutorily allowed 30-day review period, and, on July 14, 2016, the Applicant submitted new materials. On July 15, 2016 the application was deemed complete. The City must render a final decision for the request, including any appeals, by November 12, 2016
2. Surrounding land uses are as follows:

Compass Direction	Zone:	Existing Use:
Northeast:	V	SW Paris Avenue (planned, not constructed), Row Houses (approved, not built)
Northwest	V	SW Collina Lane (planned, not constructed), Row Houses (approved not built)
Southwest:	PF	vacant
Southeast	V	SW Villebois Drive North (planned, not constructed), Row Houses (approved, not built)

3. Prior land use actions include:

Legislative:

- 02PC06 - Villebois Village Concept Plan
- 02PC07A - Villebois Comprehensive Plan Text
- 02PC07C - Villebois Comprehensive Plan Map
- 02PC07B - Villebois Village Master Plan
- 02PC08 - Village Zone Text
- 04PC02 – Adopted Villebois Village Master Plan

- LP-2005-02-00006 – Revised Villebois Village Master Plan
- LP-2005-12-00012 – Revised Villebois Village Master Plan (Parks and Recreation)
- LP09-0003 – Zone text amendment to allow for detached row houses
- LP10-0001 – Amendment to Villebois Village Master Plan (School Relocation from SAP North to SAP East)
- LP13-0005 – Amendment to Villebois Village Master Plan (Future Study Area)

Quasi Judicial:

DB06-0005 -

- Specific Area Plan (SAP) – Central.
- Village Center Architectural Standards.
- SAP-Central Architectural Pattern Book.
- Master Signage and Wayfinding Plan.
- Community Elements Book Rainwater Management Program and Plan

DB06-0012 - DB06-0012-Tentative Subdivision Plat (Large Lot)

DB09-0037 & 38 – Modification to the Village Center Architectural Standards (VCAS) to change/add provision for detached row houses.

DB13-0015 – SAP Central Phasing Amendment

DB13-0043 – Tentative Subdivision Plat for Villebois Village Center No. 3 (large lot subdivision, includes subject properties.

DB15-0005 – SAP Refinements and Central Phasing Amendment

DB15-0064 and DB15-0069 – SAP Central Refinements and Phasing Amendments

4. The applicant has complied with Sections 4.013-4.031 of the Wilsonville Code, said sections pertaining to review procedures and submittal requirements. The required public notices have been sent and all proper notification procedures have been satisfied.
5. Required and other notices to the public and other agencies have been sent as follows:

Notice of A Proposed Change to a Comprehensive Plan or Land Use Regulation was sent to the Oregon Department of Land Conservation and Development (DLCD) on June 16, 2016, more than 35 days prior to the first evidentiary hearing scheduled July 25, 2016.

A Development Review Team notice soliciting comments was sent July 7, 2016 requesting submittal of comments by July 14, 2016. This notice was sent to City staff and other agencies, franchise utilities, etc. who have requested this type of notice from the City.

A Public Hearing Notice was mailed and posted on July 5, 2016, 20 days prior to the first hearing. The Public Hearing Notice included information on the dates and location of the Development Review Board and City Council Hearings, information on how to comment on the application, and the nature of the application.

Findings:

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

General Information

Application Procedures-In General Section 4.008

Review Criteria: This section lists general application procedures applicable to a number of types of land use applications and also lists unique features of Wilsonville's development review process.

Finding: These criteria are met.

Explanation of Finding: The application is being processed in accordance with the applicable general procedures of this Section.

Initiating Application Section 4.009

Review Criterion: "Except for a Specific Area Plan (SAP), applications involving specific sites may be filed only by the owner of the subject property, by a unit of government that is in the process of acquiring the property, or by an agent who has been authorized by the owner, in writing, to apply."

Finding: This criterion is satisfied.

Explanation of Finding: The application has been submitted on behalf of contract purchaser Polygon Homes and is signed by the property owners, RCS Villebois LLC.

Pre-Application Conference Subsection 4.010 (.02)

Review Criteria: This section lists the pre-application process

Finding: These criteria are satisfied.

Explanation of Finding: A pre-application conference was held on March 31, 2016 in accordance with this subsection.

Lien Payment before Approval Subsection 4.011 (.02) B.

Review Criterion: "City Council Resolution No. 796 precludes the approval of any development application without the prior payment of all applicable City liens for the subject property. Applicants shall be encouraged to contact the City Finance Department to verify that there are no outstanding liens. If the Planning Director is advised of outstanding liens while an application is under consideration, the Director shall advise the applicant that payments must be made current or the existence of liens will necessitate denial of the application."

Finding: This criterion is satisfied.

Explanation of Finding: No applicable liens exist for the subject property. The application can thus move forward.

General Submission Requirements

Subsection 4.035 (.04) A.

Review Criteria: “An application for a Site Development Permit shall consist of the materials specified as follows, plus any other materials required by this Code.” Listed 1. through 6. j.

Finding: These criteria are satisfied.

Explanation of Finding: The applicant has provided all of the applicable general submission requirements contained in this subsection.

Zoning-Generally

Section 4.110

Review Criteria: “The use of any building or premises or the construction of any development shall be in conformity with the regulations set forth in this Code for each Zoning District in which it is located, except as provided in Sections 4.189 through 4.192.” “The General Regulations listed in Sections 4.150 through 4.199 shall apply to all zones unless the text indicates otherwise.”

Finding: These criteria are satisfied.

Explanation of Finding: This proposed development is in conformity with the Village zoning district, and general development regulations listed in Sections 4.150 through 4.199 have been applied in accordance with this Section.

DB16-0020 Zone Map Amendment

Comprehensive Plan

Development per Villebois Village Concept Plan
Implementation Measure 4.1.6.a

- A1. Review Criteria:** “Development in the “Residential-Village” Map area shall be directed by the Villebois Village Concept Plan (depicting the general character of proposed land uses, transportation, natural resources, public facilities, and infrastructure strategies), and subject to relevant Policies and Implementation Measures in the Comprehensive Plan; and implemented in accordance with the Villebois Village Master Plan, the “Village” Zone District, and any other provisions of the Wilsonville Planning and Land Development Ordinance that may be applicable.”

Finding: These criteria are satisfied.

Details of Finding: The subject area is within SAP-Central, which was previously approved as part of case file DB06-0005 et. seq. and found to be in accordance with the Villebois Village Master Plan and the Wilsonville Planning and Land Development Ordinance.

Elements of Villebois Village Master Plan
Implementation Measure 4.1.6.b.

- A2. Review Criteria:** This implementation measure identifies the elements the Villebois Village Master Plan must contain.

Finding: These criteria are not applicable

Details of Finding: The current proposal is for residential development implementing the elements as outlined by the Villebois Village Master Plan, as previously approved.

Application of “Village” Zone District
Implementation Measure 4.1.6.c.

- A3. Review Criterion:** “The “Village” Zone District shall be applied in all areas that carry the Residential-Village Plan Map Designation.”

Finding: This criterion is satisfied.

Details of Finding: The Village Zone zoning district is being applied to an area designated as Residential-Village in the Comprehensive Plan.

Uses Supporting “Urban Village”
Implementation Measure 4.1.6.d.

- A4. Review Criterion:** “The “Village” Zone District shall allow a wide range of uses that befit and support an “urban village,” including conversion of existing structures in the core area to provide flexibility for changing needs of service, institutional, governmental and employment uses.”

Finding: This criterion is satisfied.

Details of Finding: The area covered by the proposed zone change is proposed for

residential uses as shown in the Villebois Village Master Plan.

Planning and Land Development Ordinance

General

Zoning and Comprehensive Plan
Section 4.029

A5. Review Criterion: “If a development, other than a short-term temporary use, is proposed on a parcel or lot which is not zoned in accordance with the Comprehensive Plan, the applicant must receive approval of a zone change prior to, or concurrently with the approval of an application for a Planned Development.”

Finding: This criterion is satisfied.

Details of Finding: The applicant is applying for a zone change concurrently with other land use applications for development as required by this section.

Base Zones
Subsection 4.110 (.01)

A6. Review Criterion: This subsection identifies the base zones established for the City, including the Village Zone.

Finding: This criterion is satisfied.

Details of Finding: The requested zoning designation of Village “V” is among the base zones identified in this subsection.

Village Zone

Village Zone Purpose
Subsection 4.125 (.01)

A7. Review Criteria: “The Village (V) zone is applied to lands within the Residential Village Comprehensive Plan Map designation. The Village zone is the principal implementing tool for the Residential Village Comprehensive Plan designation. It is applied in accordance with the Villebois Village Master Plan and the Residential Village Comprehensive Plan Map designation as described in the Comprehensive Plan.”

Finding: These criteria are satisfied.

Details of Finding: The subject lands are designated Residential-Village on the Comprehensive Plan map and are within the Villebois Village Master Plan area and the zoning designation thus being applied is the Village “V”.

Village Zone Uses
Subsection 4.125 (.02)

- A8. **Review Criteria:** This subsection lists the uses permitted in the Village Zone.
Finding: These criteria are satisfied.
Details of Finding: The proposed residential uses are consistent with the Village Zone designation and Villebois Village Master Plan.

Concurrency with PDP
Subsection 4.125 (.18) B. 2.

- A9. **Review Criterion:** "... Application for a zone change shall be made concurrently with an application for PDP approval..."
Finding: This criterion is satisfied.
Details of Finding: A zone map amendment is being requested concurrently with a request for PDP approval. See Request C.

Zone Change Review

Zone Change Procedures
Subsection 4.197 (.02) A.

- A10. **Review Criteria:** "That the application before the Commission or Board was submitted in accordance with the procedures set forth in Section 4.008, Section 4.125(.18)(B)(2), or, in the case of a Planned Development, Section 4.140;"
Finding: These criteria are satisfied.
Details of Finding: The request for a zone map amendment has been submitted as set forth in the applicable code sections.

Comprehensive Plan Conformity, etc.
Subsection 4.197 (.02) B.

- A11. **Review Criteria:** "That the proposed amendment is consistent with the Comprehensive Plan map designation and substantially complies with the applicable goals, policies and objectives, set forth in the Comprehensive Plan text;"
Finding: These criteria are satisfied.
Details of Finding: The proposed zone map amendment is consistent with the Comprehensive Map designation of Residential-Village, and as shown in Findings A1 through A4 substantially complies with applicable Comprehensive Plan text.

Residential Designated Lands
Subsection 4.197 (.02) C.

- A12. **Review Criteria:** "In the event that the subject property, or any portion thereof, is designated as "Residential" on the City's Comprehensive Plan Map; specific findings shall be made addressing substantial compliance with Implementation Measure 4.1.4.b, d, e, q, and x of Wilsonville's Comprehensive Plan text;"
Finding: These criteria are satisfied.

Details of Finding: Implementation Measure 4.1.6.c. states the “Village” Zone District shall be applied in all areas that carry the Residential-Village Plan Map Designation. Since the Village Zone must be applied to areas designated “Residential Village” on the Comprehensive Plan Map and is the only zone that may be applied to these areas, its application is consistent with the Comprehensive Plan.

Public Facility Concurrency
Subsection 4.197 (.02) D.

A13. Review Criteria: “That the existing primary public facilities, i.e., roads and sidewalks, water, sewer and storm sewer are available and are of adequate size to serve the proposed development; or, that adequate facilities can be provided in conjunction with project development. The Planning Commission and Development Review Board shall utilize any and all means to insure that all primary facilities are available and are adequately sized.”

Finding: These criteria are satisfied.

Details of Finding: The Preliminary Development Plan compliance report and the plan sheets demonstrate that the existing primary public facilities are available or can be provided in conjunction with the project.

SROZ Impacts
Subsection 4.197 (.02) E.

A14. Review Criteria: “That the proposed development does not have a significant adverse effect upon Significant Resource Overlay Zone areas, an identified natural hazard, or an identified geologic hazard. When Significant Resource Overlay Zone areas or natural hazard, and/ or geologic hazard are located on or about the proposed development, the Planning Commission or Development Review Board shall use appropriate measures to mitigate and significantly reduce conflicts between the development and identified hazard or Significant Resource Overlay Zone;”

Finding: These criteria are satisfied.

Details of Finding: The subject property does not involve land in the SROZ or contain any inventoried hazards identified by this subsection.

Development within 2 Years
Subsection 4.197 (.02) F.

A15. Review Criterion: “That the applicant is committed to a development schedule demonstrating that the development of the property is reasonably expected to commence within two (2) years of the initial approval of the zone change.”

Finding: This criterion is satisfied.

Details of Finding: The applicant has provided information stating they reasonably expect to commence development within two (2) years of the approval of the zone change. However, in the scenario where the applicant or their successors do not commence development within two (2) years, allowing related land use approvals to expire, the zone change shall remain in effect.

Development Standards Conformance
Subsection 4.197 (.02) F.

A16. Review Criteria: “That the proposed development and use(s) can be developed in compliance with the applicable development standards or appropriate conditions are attached to insure that the project development substantially conforms to the applicable development standards.”

Finding: These criteria are satisfied.

Details of Finding: As can be found in the findings for the accompanying requests, the applicable development standards will be met either as proposed or as a condition of approval.

**DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 330**

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF A ZONE MAP AMENDMENT FROM PUBLIC FACILITY (PF) ZONE TO VILLAGE (V) ZONE, AND ADOPTING FINDINGS AND CONDITIONS APPROVING A SPECIFIC AREA PLAN – CENTRAL REFINEMENTS, PRELIMINARY DEVELOPMENT PLAN, TENTATIVE SUBDIVISION PLAT, TENTATIVE CONDOMINIUM PLAT, TYPE ‘C’ TREE PLAN AND FINAL DEVELOPMENT PLAN FOR THE DEVELOPMENT OF CONDOMINIUMS AND ROW HOUSES IN PHASE 10 OF SAP-CENTRAL. THE SUBJECT PROPERTY IS LOCATED ON TAX LOTS 2900 OF SECTION 15AC, T3S, R1W, CLACKAMAS COUNTY, OREGON. POLYGON WLH, LLC, APPLICANT.

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

WHEREAS, the Planning Staff has prepared staff report on the above-captioned subject dated July 18, 2016, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a scheduled meeting conducted on July 25, 2016, at which time exhibits, together with findings and public testimony were entered into the public record, and

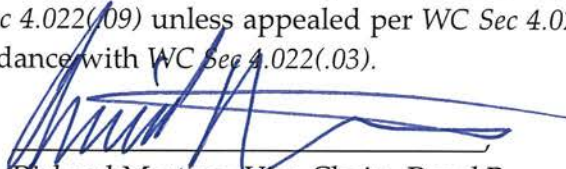
WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

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

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated July 18, 2016, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations, subject to City Council approval of the Zone Map Amendment Request (DB16-0020), for:

DB16-0021 through DB16-0026 SAP Central Refinements, Preliminary Development Plan for Phase 10 Central, Final Development Plan, Tentative Subdivision Plat, Tentative Condominium Plat, and Type C Tree Plan for a 92-unit condo and row house development, and associated parks and open space and other improvements.

ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 25th day of July, 2016 and filed with the Planning Administrative Assistant on July 26, 2016. This resolution is final on the 15th calendar day after the postmarked date of the written notice of decision per WC Sec 4.022(.09) unless appealed per WC Sec 4.022(.02) or called up for review by the council in accordance with WC Sec 4.022(.03).



Richard Martens, Vice-Chair - Panel B
Wilsonville Development Review Board

Attest:



Shelley White, Planning Administrative Assistant

**Ordinance No. 795
ZONE MAP AMENDMENT
Zoning Order DB16-0020
Villebois Phase 10 Central
Mont Blanc No. 2**

INDEX of DRB RECORD

The following items are included in the City Council Packet for August 15, 2016:

- City Council Staff Report for August 15, 2016 Meeting
- Ordinance No. 795 approving and adopting Zoning Order DB16-0020
- Ordinance No. 795 Zoning Order DB16-0020
- Ordinance No. 795 Legal Description and Map of Land/Territory to be Rezoned
- Ordinance No. 795 Planning Staff Report Dated July 26, 2016, Zone Map Amendment Findings
- Ordinance No. 795 Development Review Board Panel B's Resolution No. 330 recommending approval of the Zone Map Amendment.

The following documents are NOT included in the City Council Packet but may be viewed at the following links:

1. Council Exhibit B: DRB adopted staff report and exhibits, including:
 - Exhibit A1: DRB Amended & Adopted Staff Report
 - Exhibit A2: Staff PowerPoint Presentation for DRB hearing
<http://www.ci.wilsonville.or.us/AgendaCenter/ViewFile/Item/1574?fileID=5882>
 - Exhibit B1: Applicant notebook
<http://www.ci.wilsonville.or.us/AgendaCenter/ViewFile/Item/1574?fileID=5883>
 - Exhibit B2: Large format plans for PDP
<http://www.ci.wilsonville.or.us/AgendaCenter/ViewFile/Item/1574?fileID=5884>
 - Exhibit B3: Large format plans for FDP
<http://www.ci.wilsonville.or.us/AgendaCenter/ViewFile/Item/1574?fileID=5885>
 - Exhibit B4: Materials regarding redesign to accommodate trash and recycling container storage
 - Exhibit B5: Parking Bay Revisions July 19, 2016 (Revising Exhibit B4)
<http://www.ci.wilsonville.or.us/AgendaCenter/ViewFile/Item/1574?fileID=5888>
 - Exhibit B6: Letter from Republic Services and Attachments (Revision to Section VIE of Exhibit B1 and Exhibit B4)
<http://www.ci.wilsonville.or.us/AgendaCenter/ViewFile/Item/1574?fileID=5889>
 - Exhibit C1: Engineering Requirements
 - Exhibit C2: Natural Resources Findings and Requirements

CITY OF WILSONVILLE

Monthly Report



COMMUNITY DEVELOPMENT DEPARTMENT

July 2016



FROM THE DIRECTOR'S OFFICE

Greetings!

We are about to celebrate a new park in Wilsonville—and it is a beauty! Montague Park, in Villebois between SW Orleans Avenue and Costa Circle, will have a Grand Opening on August 30— a fun event with food and music. Please mark your calendars for 6 to 8 pm that evening.

Zach and I continued working with Metro and ODOT to fine tune a potential Metro Regional Flexible Funds application for the Bike-Ped I-5 Overcrossing between Barber Street and Town Center. Applications are due later in August.

The Consultant's Scope of Work was finally approved by ODOT for the French Prairie Bridge planning project. The project team can't wait to get started. Project kickoff will occur in August. For now, the consultant team is developing a public involvement plan and preparing a list of project stakeholders.

The financial analysis for Frog Pond infrastructure has been very complicated, but we are starting to see some clarity on options to facilitate the timing and phasing of the transportation, utility, and parks facilities. The readiness of the framework infrastructure will be important for cohesive development of the land with 26 different property owners.

The Wilsonville Planning Commission held a public hearing for the Coffee Creek Urban Renewal Plan and concluded that the plan conforms with our Comprehensive Plan and can therefore go to the Washington County Commission for approval and our City Council for adoption.

Steve Adams, Connie Randall and I held our first meetings with key stakeholders for the Boones Ferry Road to Brown Road (BFR2BR) Connector Corridor Plan. Some good ideas have come out of these meetings.

At their July 18 work session, the City Council was briefed on an array of alternatives to improve traffic flow in the I-5/Wilsonville Road interchange area. It is clear there are no silver bullet solutions, but we have a few improvements that could make a difference. We have contacted ODOT to set up a meeting to discuss several of the options, which require their approval. One clear message to send to the community is to avoid the area, if possible, from 4 to 6 pm on most weekdays.

Eric Mende, Zach Weigel, Susan Cole and I are on some transportation funding scenarios to program our priority projects and have a plan for how they will be funded and when. We should have some alternatives to share with the City Council in early fall.

I hope you are enjoying every minute of this beautiful Oregon summer!

Nancy Kraushaar, PE

Engineering Division, Capital Projects

Charbonneau High Priority Utility Repair (1500/2500/7500): This project involves the replacement and repair of the most deficient sewer and storm pipes within Charbonneau in three (3) phases over the next three (3) years. Also, the project includes replacement of a recently failed 12" water line between Boones Bend Road and Mariner's Village. Construction of Phase I is currently underway with open trench sanitary and storm pipe work nearly complete. Pipe lining activities are scheduled to occur mid-August. Project completion is anticipated for the end of October 2016. Weekly project updates can be found at the Charbonneau Country Club Facebook page and the project website <http://www.ci.wilsonville.or.us/651/Charbonneau-High-Priority-Utility-Repair>.



Charbonneau Walking Path Repair (4715): This project includes repair of the pathway along French Prairie Drive in Charbonneau. Existing trip hazards, drainage issues and sidewalk ramp areas will be repaired to meet ADA standards. A pre-construction meeting was held with the contractor Braun Construction and Design in June. Construction began the first week of August and will be completed in October.

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. Consultant contract is in place and ODOT has issued formal notice to proceed with the project work. Project kickoff will occur in August with the consultant team developing a public involvement plan and preparing a list of project stakeholders. Project completion is anticipated in July 2018.

Parkway Center Storm Sewer (7048): A new storm sewer is being designed in-house to correct an historic flooding issue adjacent to the Town Center Apartments. Design will be completed in August with bidding and construction to occur after Labor Day.

Engineering Division, Capital Projects, cont'd

Gesellschaft Well Facility Upgrades (1083): This project includes upgrades and modification to the Gesellschaft Well controls and piping to convert the well operation to an emergency back-up supply of potable water. Preliminary design plans have been submitted and are currently under review. Final design is anticipated to be complete by the end of this year with construction occurring in the spring 2017.

Kinsman Road Extension (4004): This project involves construction of a new section of Kinsman Road between Barber Street and Boeckman Road and includes upsizing and relocation of a 30" sanitary sewer pipe (Coffee Creek Interceptor Upsizing (CIP 2079) and installation of a 66" water line for the Willamette Water Supply Program (CIP 1127). Construction is underway. Site clearing and WWSP water line casing installation under the south tributary of Coffee Creek is complete. Box culvert installation and site grading will occur throughout August. Construction is anticipated to be complete in June 2018.

Street Light Infill (4696): Bids were opened on July 14, with only one (1) bidder responding, and that bid exceeded the available budget. The project has therefore been reduced in scope. A contract will be brought to Council on August 15 for approval.

WWTP Outfall Replacement (2095): The Pre-design report is complete, and will be submitted to DEQ in August for approval. Permit application(s) will follow DEQ approval this fall, with construction anticipated in July 2017. We are proposing a 42" pipe with 5-port diffuser to replace the existing 24" pipe with no diffuser, which will provide for more than 50 years of expected growth.

Wilsonville Road ADA & Signal Improvements (4014/4118): As part of this project, the pedestrian signals and sidewalk ramps along Wilsonville Road at Montebello and Kinsman will be improved to meet current ADA standards in advance of the upcoming Wilsonville Road asphalt overlay work. KPFF Consulting Engineers has prepared concept level design and cost estimating for improving truck turning movements at the Wilsonville and Kinsman Road intersection. Project is currently on hold until Council selects a prioritization of transportation projects, tentatively scheduled for September 2016.

Engineering Division, Private Development

Ash Park Subdivision: Plans are presently under review for this 12-lot subdivision located just north of the Ash Meadows Condominium units (land that at one time was tennis courts, parking, and a long-shuttered community building).

Boeckman-Lewallen 14-lot Subdivision: Plans are presently under review for this 14-lot subdivision located off of old Canyon Creek Road South. Construction is anticipated to begin in August.

Boones Ferry Road to Brown Road Connector Corridor Plan (4196): Consultant and City staff are busy interviewing landowners and businesses.

Engineering Division, Private Development, cont'd

Meridian Creek Middle School: The School District has awarded a contract for the on-site school building work to begin. The District is in negotiations with property owners adjacent to Advance Road, Stafford Road and Boeckman Road for acquiring necessary right-of-way and easements for off-site improvements to be constructed in 2017. 100% off-site improvement plans are under final review.



Villebois Grande Pointe Phase 1

Villebois: Construction continues in Grande Pointe Phase 2 (44 lots), Tonquin Meadows 3 (109 lots), Brookside Terrace (50 lots), Montague Park, and Trocadero Park – RP 5.

Natural Resources

The City received a \$37,000 grant from the National Fish and Wildlife Foundation for the “Bee Stewards” project. Kerry Rappold will be working with the Northwest Center for Alternatives to Pesticides, and other partners, to restore habitat, develop an integrated pest management plan, and provide education and outreach within the community. In June, the City Council awarded \$21,433 for the project through the Community Enhancement Program.

Natural Resources, cont'd

Willamette River Outfall Monitoring (CIP Projects #7051 and #7053)

In the Fall of 2013, the Morey's Landing and Rivergreen stormwater outfall channels were reconstructed. Over the last two (2) years, the City has contracted with Shannon & Wilson (geotechnical and environmental consultants) to monitor the condition of the outfall channels and the impacts of stormwater runoff.

In the Fall of 2015, interim erosion control measures were installed at the Willamette Way West outfall channel. In 2016, the City contracted with Shannon & Wilson to monitor the interim measures over the next three (3) years.

To date, none of the outfall channels and associated improvements have been negatively impacted by stormwater runoff. They are performing well, functioning in accordance with design intent, and meeting erosion control expectations.



Morey's Landing channel and outfall (2014)



(2016)



Rivergreen channel and outfall (2014)

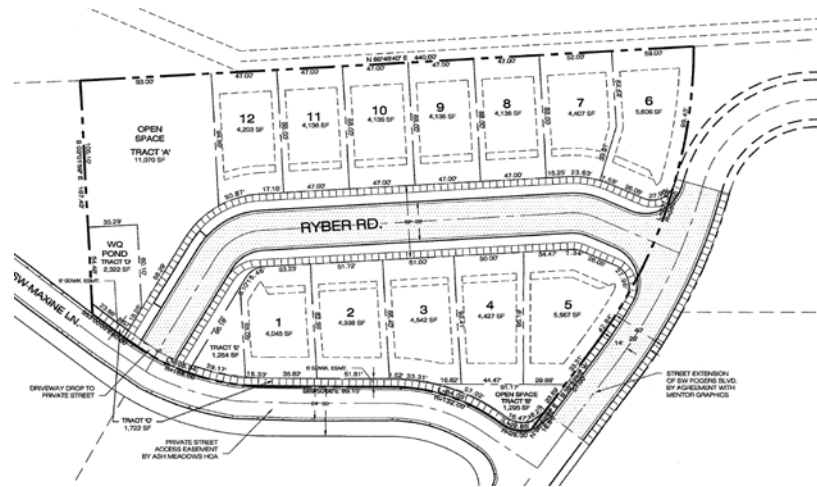


(2016)

Planning Division, Current

Development Review Board

During their July 11 meeting DRB Panel A unanimously approved a 12-lot single family subdivision at Rogers Boulevard and Maxine Lane adjacent to the Ash Meadows Condominiums.



During their July 25 meeting DRB Panel B unanimously approved a 92-unit residential development in the Villebois Village Center. The planned development by Polygon Homes, named “Mont Blanc No. 2,” includes 82 condos in three (3) buildings, with 24 to 34 units per building, as well as 10 row houses. The DRB approval is contingent on City Council approval of a Zone Map Amendment scheduled for 1st reading on August 15.



Planning Division, Current, cont'd

Projects Being Prepared for DRB and City Council Hearings

- Fir Ave & 4th Street Single-family Subdivision (9 Lots)
- Villebois Village Center Detached Row Houses, Phase 11 Central (16 units)
- Villebois Village Center Detached Row Houses, Phase 2 Central modification (9 units)

Administrative Decisions Issued

- Partition for Parkway Woods Business Park (formerly part of Xerox campus)
- Class I Review of Minor Site Changes 9700 SW Commerce Circle
- 7 Type A Tree Permits
- 2 Type B Tree Permits

Notable Code Enforcement Activities

- Graffiti
 - Tall grass, noxious weed complaints
 - Open storage of junk
-

Planning Division, Long Range

Basalt Creek Concept Plan

Based on the Wilsonville Council Work Session and Tualatin City Council Work Session in June, the project team has met to discuss refinements to the preferred land use plan. Final land use inputs for Envision Tomorrow are being reviewed with the consultant team for final review in August and presentation to the Councils in September. Additional information is available on the project website at www.basaltcreek.com.



Town Center Redevelopment

In July, staff finalized a scope of work with a selected consultant for the Town Center Redevelopment Project in preparation for Council consideration and award at the August 15, 2016 City Council meeting. The Town Center Redevelopment Project seeks to create a long-range plan and near-term actions for how the City's Town Center can better serve the interests and needs of residents, workers, and visitors. The plan will develop strategies for how the Town Center can evolve into a more walkable, attractive and commercially vibrant, mixed-use district that supports a range of businesses. Additional information is available on the project web page <http://www.ci.wilsonville.or.us/826/Town-center>.



Planning Division, Long Range, cont'd

Frog Pond Master Plan

The project team presented and facilitated a discussion at the July 13 Planning Commission meeting. Topics included the following:

- Updated zoning code provisions (incorporating direction from the last Planning Commission meeting)
- An update of Boeckman Road lot orientation standards
- A full lot development standards table
- Open space standards and options
- Updates of the Street Demonstration Plan, Street Tree Plan, and Boeckman Creek Trail Plan.

The project team also continued work on the infrastructure Funding Plan based on input from key developers, citizens and interested parties. Based on information received at the July Planning Commission meeting, the project team is working on updating these Master Plan components for a Public Open House and Planning Commission Work Session on September 14, 2016.

Building Division

Single Family Dwelling Permits YTD: 91

Major Projects Under Review:

- Nail Salon
- Black Bear Diner



Meridian Creek Middle School Site

Temporary or Certificates of Occupancy Issued:

- None in July
-



Program News

July saw summer programs in full swing and a number of large community special events.

Program and Event Snippets

- Two Movies in the Park at the River Shelter (600 total attendees)
- 5k on the 4th race (300 participants)
- Four weeks of Farmers Markets at Sofia Park (4,000 total attendees)
- Two Rotary Concerts at Town Center Park (1,500 total attendees)
- Nike Cup Soccer Tournament at Memorial Park (1,100 attendees)
- Twelve Skyhawks Sports Camps (207 total participants)
- Mad Science Camps (22 participants)
- Monday Zumba in the Park (12 weekly participants)



Memorial Park, Murase Plaza, as well as Park and Rec's Ahsamon Ante-Marandi received very complimentary comments on the "People of Wilsonville" Facebook group regarding a recent shelter rental.



"Piecemakers" Quilters Recognized by Children's Aid Group

The "Piecemakers," were recognized by CASA (Court Appointed Special Advocates) for their contributions of quilts to foster children and their siblings. The quilting group is provided with an annual budget by the WCSI.

Jean Tsokos Volunteer Retirement

Jean Tsokos is retiring from her volunteer work with the City. Jean has served in a variety of roles including: WCSI Vice Chair, Senior Trips Coordinator, Acting Class Instructor and active in fundraising and special events at the Center.



Senior Trips Program

In July the group toured the farm equipment at the Antique Powerland Museums in Salem, and went to see the Heirloom Roses in St. Paul. Both trips included a stop for lunch. On August 18th the group has secured a charter bus and will be transporting 50 seniors to the coast, for a day at Cannon Beach.

Parks Maintenance Update



Replaced Broken Slide Piece at Murase Plaza Playground



Replaced Worn Roof Pieces at Town Center Park Playground



Installed Engineered Wood Chips at Boones Ferry Park



Hosted Wood Chipper Demo and Training



Removed Hazard Tree at Boones Ferry Park



Pruned Jobsey Lane Trail

Upcoming Events

- * Movies in the Park
August 5 and August 19
River Shelter at Memorial Park - starts at dusk
- * Rotary Concerts in the Park
August 4 and August 11
Town Center Park - 6:30 pm
- * Fall Activity Registration Begins
Monday, August 15th



Public Works

June/July 2016

TREE REMOVAL

Roads

Three maples and one spruce tree were removed on Willamette Way West because of failing health issues. One of the trees had a fungus called “Phytophthora”, a bleeding canker disease. The other Maples had girdling roots, which are roots that grow around the trunk of a tree and eventually strangle it.

In addition, these trees had weak stem and branch attachments and vertical cracks had formed. These attachments are called “bark inclusions”. With all these health problems it was recommended by a certified arborist that they be removed. Replacement trees will be planted this fall.



ANNUAL WATER MAIN FLUSHING

Utilities ~ Water Distribution

In July the Utilities Division performed Annual Water Main Flushing throughout the City’s water distribution system. Water main flushing is an important part of maintaining the water distribution system. Flushing enhances water quality by removing natural deposits from water mains and it verifies proper operation of fire hydrants and isolation valves. Hydrants are flushed strategically and flushed until they are clear, which ensures discolored water is removed before the crew moves on.



BEFORE



AFTER



**Wilsonville Public Library
Monthly Report to Council
August 2016**

Headlines:

**Patrick Duke
Library Director**

**LIBRARY
BOARD**

**Carolyn Berry
Chair**

**Megan
Chuinard**

Reggie Gaines

Rich Dougall

Miriam Pinoli

- **Summer Reading Program finishing strong**
The Summer is almost over... whaaat! and so it the Summer Reading Program. This year the Library is setting records with participation for both the kids and adults. Through July 31, 2,353 kids and teens have signed up, which is a record. 730 kids and teen have fished, which is ahead of last year's totals. On the adult side, record number of folks have been turning in tic-tac-toe or log sheets. Both kids and adults have until August 31st to complete their respective programs, so there is a lot of time to make these numbers even bigger. This summer, 7727 kids and parents saw the Summer Reading Promotional Play, Stories and Science program, Teen programs, Thursday Fun Shows or other great summer programming .
- **Fall Programming starts September**
The Library has been working to upgrade its adult programming offerings, and our efforts are starting the pay off. In September, the Library will be offering 'The Marriage of Art and Fiction' with local author and illustrator Nicole Rube. The Library will also be offering a memoir writing workshop, a class on financing college, and creating a wellness vision with Brad Moore from Parks and Rec. Spanish language instruction continues this year as well.
- **Terri Wortman bikes America**
This summer, Terri Wortman (who is a Program Librarian in the Youth Services Department) biked across America. She started her ride on May 4th in Yorktown, Virginia and ended on August 1st in Waldport, Oregon. Terri's ride was about her faith, her friendships, and that feeling you get when you just know that you must do something. Congratulations Terri!
- **Kim Robben retires**
After 27 years at the Library, Library Operations Manager Kim Robben is retiring. Kim started as a clerk in the Library and has done a range of jobs to support services including purchasing books for the teen collection, performing storytimes, and heading technical services. For the last 10 years or so, she has been responsible for the daily operations of the library, including circulation, technical services and shelving. She is the central hub that holds all of the pieces together. In addition, she is the last staff member who has a tie to the original library building on Boones Ferry Rd. For two years before she was hired, Kim volunteered in that 1,600 sq. ft. library helping with children's services. Kim leaves a big hole to be filled.
- **Year End Report**
We are currently putting together the Library's annual report to the State Library. Look for a summary of FY16 Library outcomes in September..
- **Library Board meeting. August 24th, 6:30pm** at the Library

July Statistics

- E-book and downloadable audiobook circulation: 2,007
- Library print circulation : 39,301
- Total items added: 971; items withdrawn: 478
- Room reservations: 243
- Volunteer hours donated in the month: 990

Adult Services

- April Adult Program attendance: 118

Upcoming Programming:

- Great Books Discussion Group. This month *The Iliad*, by Homer. August 16th. 6pm.
- History Pub August 30th. Doors open at 5pm This month: Walking with Ramona (Quimby), finding Beverly Cleary’s 1920’s Oregon.
- Game Night: Board Games, Cards and Chess. Wednesday August 31st 6-8 pm
- First Friday Film, September 2nd 6pm
- Book Club, September 15th, 6pm. This month: "Short Nights of the Shadow Catcher" by Timothy Egan
- Spanish Beginning Level 2 begins September 7th
- Marriage of Art and Fiction begins September 7th

Youth Services

- July Children’s Program attendance: 3,476
- Fall Youth Services Programming Starts September 6th

This Fall weekly schedule:

<p>Toddler Time Tuesdays 10 am</p> <p>Babytime Tuesdays 11 am</p>	<p>Family Storytime Tuesday 6:30 pm Wednesday 10:30 am and 1pm Thursday 1:00 pm</p>	<p>Library Playgroup Mondays 10:00 am and 11:30am</p> <p>Read to the Dogs Call for appointment 503-570-1599</p>
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See more events and services at www.wilsonvillelibrary.org

June 15, 2016

Co-Chairs McKeown and Beyer

Joint Interim Committee on Transportation Preservation & Modernization:

Thank you for taking the time to review my testimony in writing. I was one of the people who signed up to testify at your June 13 hearing in Portland, but you never got to me on the list.

My name is Stephan Lashbrook. I am the Transit Director for the City of Wilsonville. Our City transit system is South Metro Area Regional Transit (SMART). Ours is a small urban transit system – 30 buses – but we are the connecting system between TriMet and Salem-Keizer Transit. My testimony concerns transit and the importance of transportation for economic development in Oregon. I support the conclusions of the Governor’s Transportation Vision Panel that congestion, particularly in the Portland metro area, is having a major impact on the economic vitality of all regions of Oregon and that improved public transit is a top priority for communities across the state, both to move people around locally and to connect one community with the next.

Wilsonville is the southern entry point to the Portland region. It is a commuter-oriented community with a commuter-focused transit system. More than 16,000 commuters come into Wilsonville to work and at least 6,000 local residents routinely commute out to jobs in surrounding communities. This translates into a huge number of single-occupant vehicles every weekday on I-5 and I-205. Those numbers could very well increase by another 10,000 jobs between Wilsonville and neighboring Tualatin over the next 15 to 20 years as the two cities work together to plan for more job growth. Service to the growing area between Wilsonville and Tualatin will be provided by SMART and TriMet and last mile/first mile connections will be essential to support those growing industries.

Along with our commuter focus, SMART this year will also provide almost 25,000 demand response trips, with a focus on elderly and disabled riders. More than 4,000 of those trips will be to medical appointments outside of our community. Wilsonville has no hospital, no dialysis center and no chemotherapy clinic, so people needing those medical services must travel to reach them. Many people are completely dependent on our transit services to get to critical, even life-sustaining, medical appointments. Transit agencies all around Oregon provide similar medical trips, some covering long distances to do so.

SMART is just one of many, many transit systems of all different kinds in different parts of the State taking people to jobs, to school, to meals at the local senior center or to medical

Page 156
appointments. You may be surprised to learn that on any given day, there are a dozen different smaller transit providers making bus connections with TriMet in the Portland area.

Oregon's diverse collection of transit agencies includes: **city** transit systems (including Wilsonville, Corvallis, Canby; Sandy and six others); **county** transit systems (e.g., Mt. Hood Express); **tribal** transit systems; and various kinds of **mass transit** or **transportation districts** (TriMet, Lane Transit, Salem-Keizer, Rogue Valley and others). This list does not even include the various private non-profit organizations that also provide transit services.

These different kinds of transit systems are regulated by different State and Federal laws and they are funded in different ways. There is no "one size fits all" approach to Oregon's different kinds of transit agencies. The one common thread – all of these different kinds of transit systems exist to meet the mobility needs of the people they are committed to serve.

When you look at new funding options for transit – please consider the needs of all of the different kinds of transit agencies at work in Oregon.

Thank you for your interest in this critical topic and your service to the people of Oregon.



Stephan A. Lashbrook

Transit Director, SMART

City of Wilsonville

Copies:

Mayor Knapp and Wilsonville City Council

Oregon Transit Association Board of Directors