

City of Wilsonville

City Council Meeting

February 20, 2020



AGENDA

**WILSONVILLE CITY COUNCIL SPECIAL MEETING
FEBRUARY 20, 2020
7:00 P.M.**

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

Mayor Tim Knapp

Council President Kristin Akervall
Councilor Charlotte Lehan

Councilor Joann Linville
Councilor Ben West

CITY COUNCIL MISSION STATEMENT

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

Executive Session is held in the Willamette River Room, City Hall, 2nd Floor

- 6:00 P.M. EXECUTIVE SESSION [20 min.]**
A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions
ORS 192.660(2)(h) Legal Counsel / Litigation
- 6:20 P.M. REVIEW OF AGENDA AND ITEMS ON CONSENT [5 min.]**
- 6:25 P.M. COUNCILORS’ CONCERNS [5 min.]**
- 6:30 P.M. PRE-COUNCIL WORK SESSION**
A. Update On Library Strategic Plan (Duke) [5 min]
B. Residential Code Modernization Project (Pauly) [25 min]
- 7:00 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, Thursday February 20, 2020 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on February 4, 2020. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

7:00 P.M. CALL TO ORDER

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

7:05 P.M. MAYOR'S BUSINESS

- A. Upcoming Meetings

7:10 P.M. COMMUNICATIONS

- A. None

7:10 P.M. CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

7:15 P.M. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

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

7:25 P.M. CONSENT AGENDA

A. **Resolution No. 2777**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With K&E Excavating, Inc. For The French Prairie Road Phase II Project (Capital Improvement Project #2500/4500/7500). (Nacrelli)

7:30 P.M. NEW BUSINESS

- A. None

7:30 P.M. CONTINUING BUSINESS

- A. None

7:30 P.M. PUBLIC HEARING

A. **Resolution No. 2788** (*Legislative Hearing*)

A Resolution Of The City Of Wilsonville Establishing And Imposing Just And Equitable User Fees For The City Water System; Amending Resolution Nos. 1624 And 2447; And Repealing Resolution Nos. 1713, 1829, 1957, And 2204. (Rodocker)

B. **Resolution No. 2789** (*Legislative Hearing*)

A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2019-20. (Katko)

7:50 P.M. CITY MANAGER'S BUSINESS

7:55 P.M. LEGAL BUSINESS

8:00 P.M. ADJOURN

INFORMATION ITEMS – No Council Action Necessary.

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 20, 2020		Subject: Residential Code Modernization Project	
		Staff Member: Daniel Pauly, Planning Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Review and provide feedback on Planning Commission and staff's recommendation to make certain residential zoning standards more clear, consistent, and usable.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Organizational Excellence and Continuous Improvement; Thoughtful, Inclusive Built Environment	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE CITY COUNCIL:

Review proposed Comprehensive Plan text and Development Code amendments regarding the Planned Development Residential (PDR) Zones to improve clarity, consistency, and usability. Provide feedback on the proposed amendments prior to Planning Commission finalizing its recommendation to Council.

EXECUTIVE SUMMARY:

Most of the City of Wilsonville's residential development, outside of Villebois and Frog Pond, is zoned PDR. The City adopted most of the current PDR development standards in 2000. The City subsequently adopted changes to Open Space standards in 2005 and changes to Accessory Dwelling Units standards in 2010 and 2019. Application of the various standards over the years have brought forward a number of areas needing improvement. A primary area needing improvement is clarifying/defining how density is calculated. Another issue is conflicts can arise between different standards that take up or consume land such as minimum lot size, minimum density, required amount of open space, street improvement standards, and stormwater facility requirements.

Other areas needing improvement include the City's tiered approach to calculating open space, which is difficult to use for smaller projects and in ensuring quality design of open spaces. The recommended Comprehensive Plan and Development Code text amendments are intended to provide clarifications, resolve inconsistencies, and not inhibit reasonable development.

After substantial research, staff prepared draft recommendations for Comprehensive Plan and Development Code text amendments to address the identified areas for improvement and worked to refine them with the Planning Commission over five work sessions. The previous experience of most Planning Commissioners on the Development Review Board, reviewing development under current standards, was invaluable. Staff also sought to inform and gather input from targeted interested parties and the public at large utilizing an online survey on Let's Talk, Wilsonville!. Staff now seeks to brief the Council and gather feedback on the recommended package of updates prior to Planning Commission holding a public hearing and making a formal recommendation to Council.

A number of guiding concepts for the project informed the development of the recommendations, including:

- No proposed changes to allowed uses
- No proposed changes to existing Comprehensive Plan Map Designations or Zone Map Designations
- Better coordinate minimum and typical lot sizes with Comprehensive Plan/Zoning density ranges
- The Comprehensive Plan density range will remain the policy guidance for allowed density / number of units
- Allow predictable flexibility rather than uncertainty associated with the current waiver process
- Mirror the Residential Neighborhood (RN) Zone as applicable (see discussion below).
- Emphasize quality over quantity for open space

The proposed updates are most applicable to about 63 acres of unbuilt and underbuilt land within the City limits currently located within one of the seven PDR Zones or likely to be in one of these zones in the future. The proposed updates may also apply to land added to the City in the future if the land is assigned a PDR Zone. The proposed updates will not apply to the Frog Pond residential area (Residential Neighborhood Zone) or Villebois residential areas (Village Zone) as these areas are not in PDR Zones. The proposed updates also do not apply to existing neighborhoods planned

and built under existing standards, including those within PDR Zones. Previously City-approved plans will continue to control what can be built in these neighborhoods unless a neighborhood is redesigned and rebuilt on a large scale. While the amount of land the recommended Code amendments impact are limited, it is critical this limited amount of land is planned and developed efficiently and with quality design.

The overall approach of modernizing the code is to mirror those of the recently adopted Residential Neighborhood (RN) Zone. The City adopted the Residential Neighborhood Zone and associated code for the Frog Pond area in 2017 after extensive community conversation and research. The Residential Neighborhood Zone combined the best standards of the City's then existing residential zones with best practices from other cities and the planning profession in general. The standards for the Residential Neighborhood Zone are Wilsonville's most modern residential zone standards and thus provide an excellent source for updating code in other zones in Wilsonville.

Below is a brief explanation of each recommended text amendment including an explanation of the issue/reason for the update and the recommended text amendments. The recommendations are grouped into two main topic areas: (1) density calculations/lot size and (2) open space standards. Attachment 1 offers additional detailed explanation of each recommended text amendment and Attachment 2 includes the recommended text amendments

Topic Area 1: Density Calculations/Lot Size

1.1 Comprehensive Plan Map/Text Inconsistency

Currently, for one of the ranges of allowed density, the Comprehensive Plan Text refers to 18-20 dwelling units per acre while the Comprehensive Plan Map refers to 16-20 dwelling units per acre, creating an inconsistency between two numbers that should match. Fixing the inconsistency by changing the text to match the map will improve clarity of the standards.

1.2 Correlation of Comprehensive Plan and Zoning Standards for Density

The Comprehensive Plan text includes discussion of the correlation between the density ranges on the Comprehensive Plan Map with the City's seven Planned Development Residential (PDR) Zones. This Comprehensive Plan text conflicts with a table in the Development Code intended to provide the same information. Removing the conflicting text in the Comprehensive Plan and letting an updated Development Code table show the density range-zoning correlation will ensure an important standard controlling the number of homes in neighborhoods is clear to all parties involved.

1.3 Calculating Density

Current Zonings Standards are not clear whether density is calculated based on the entire area of a property (gross area) or based on the area of a property on which buildings and other private improvements can be built (net area). Clarifying a density calculation is based on gross area of a residential master plan minus areas in the City's Significant Resource Overlay Zone and/or within Bonneville Power Administration power line transmission easements (Buildable Gross Area) is consistent with the approach specifically outlined in the Residential Neighborhood Zone. This provides additional clarity for determining density.

Also, currently certain Development Code standards do not correlate with Comprehensive Plan density requirements. This includes Average Lot Size, Minimum Density at Buildout, and Examples of Typically Permitted Development. Removing these standards and examples will prevent conflicting language and improve clarity.

1.4 Conflicting Land Consuming Zoning Standards

Currently, meeting all standards that take up or consume land can be mathematically impossible. These standards include minimum density, minimum lot size, minimum amount of open space, the requirements for streets, and standards for stormwater treatment areas. These conflicts of land-consuming requirements create a lack of clarity and uncertainty for applicants, as they may have to request a waiver of one standard in order to meet another. One recommended step, to provide more clarity and prevent conflicts, is to reduce minimum lot size in some zones. This enables existing minimum density standards to be met along with other land consuming zoning standards. A second recommended step, to reduce uncertainty, is to establish a clearly defined and certain adjustment process when the math still does not work.

1.5 Accessory Building Lot Coverage

The current standards for additional lot coverage for accessory buildings only applies to buildings like sheds and not Accessory Dwelling Units. The recommended amendments update the lot coverage standards to be consistent with the Residential Neighborhood Zone allowing bonus lot coverage to apply to any detached accessory building whether an accessory dwelling unit, shed, etc. Updating these standards will clarify and make consistent the type of accessory uses that can benefit from bonus lot coverage allowances and make the flexibility to add accessory structures consistent across different zones.

1.6 Lot Related Zoning Standards

Reformatting lot related zoning standards now listed as text in seven different zoning standard subsections into a single table provides additional usability and consistency with how the information is presented for other zones, including the Village and Residential Neighborhood zones.

Topic Area 2: Open Space Standards

2.1 How Much Private Yard to Count as Required Open Space?

The current prohibition on counting private yards as a portion of required open space has created conflict between the amount of land needed to meet open space standards and other standards that take up land (i.e. density, lot size). Mirroring the Residential Neighborhood zone and allowing a small percentage of the yard space provided by single-family lots over 6,000 square feet to count toward the required open space, will help minimize conflicts with other standards and provide consistency across different zones.

2.2 Calculating Usable Open Space

The City currently uses a tiered approach that includes requiring ¼-acre of usable open space outside the Significant Resource Overlay Zone (SROZ) for any subdivision with 50 or less lots. These standards have been difficult to meet for smaller subdivisions (e.g. 5-10 lots), especially those with a large percentage of SROZ, and often conflict with other land consuming requirements.

The proposed change moves from the current tiered approach to a percentage approach, which holds the amount of open space proportional to the size of the subdivision and provides consistency across zones.

2.3 Ensuring Usable Open Space is Usable

Over the years of requiring open space in neighborhoods, a number of situations have arisen where very small, odd shaped, or under-utilized open spaces become a liability for homeowner's associations without providing the value a better-designed open space could provide. Establishing a minimum size for individual open space tracts and requiring experienced professional design will help ensure efficient use of the limited amount of land, and provide quality, usable park areas.

EXPECTED RESULTS:

Feedback on drafted amendments to the Comprehensive Plan and Development Code text.

TIMELINE:

A public hearing is scheduled for the Planning Commission in March to recommend adoption of a final set of Comprehensive Plan text and Development Code text amendments to City Council.

CURRENT YEAR BUDGET IMPACTS:

This project is using funded internal staff resources.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 2/11/2020

LEGAL REVIEW / COMMENT:

Reviewed by: ARGH Date: 2/12/2020

COMMUNITY INVOLVEMENT PROCESS:

Staff developed a survey discussing the various aspects of the proposed changes and posted it on Let's Talk, Wilsonville!. Staff sent an invitation to participate as well as a link to the survey to a list of identified stakeholders. The list included developers, builders, real estate brokers, planners, architects, and engineers. The City will also advertise the public hearing to about 3,800 property owners and interested parties.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Clearer standards and better design of residential neighborhoods and open spaces.

ALTERNATIVES:

Recommend modifications to the proposed amendments or not pursuing the proposed code amendments.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- 1: Explanation of Recommended Comprehensive Plan and Development Code Amendments
- 2: Recommended Comprehensive Plan and Development Code Amendments
 - Comprehensive Plan
 - PDR Zone Standards
 - Open Space Standards
 - Definitions

ADDITIONAL EXPLANATION OF RECOMMENDED COMPREHENSIVE PLAN AND DEVELOPMENT CODE AMENDMENTS

Topic Area 1: Density Calculations/Lot Size

1.1 Comprehensive Plan Map/Text Inconsistency

Explanation of Issue/Reason for Update:

- The City's Comprehensive Plan establishes a range of allowed density for all residential land in the City. These ranges of allowed density vary from 0-1 dwelling units per acre to 18-20 dwelling units per acre.
- The Comprehensive Plan has two components that establish the range of allowed density:
 - (1) a map prescribing land uses, and density for residential land, for all land in the City (Comprehensive Plan Map) and
 - (2) a text description of all the land uses, policies, and steps to make them happen (Comprehensive Plan Text).
- Currently, for one of the ranges of allowed density, the Comprehensive Plan Text refers to 18-20 dwelling units per acre while the Comprehensive Plan Map refers to 16-20 dwelling units per acre creating an inconsistency between two numbers that should match. Fixing the inconsistency will improve clarity of the standards.

Recommended Text Amendments:

- Correct the Comprehensive Plan Text to match the 16-20 dwelling units per acre on the Comprehensive Plan Map. Other language in the Comprehensive Plan states the minimum number of dwelling units per acre is 80% of the maximum, which in this case would be 16, as it is 80% of 20.

1.2 Correlation of Comprehensive Plan and Zoning Standards for Density

Explanation of Issue/Reason for Updates:

- Both the Comprehensive Plan and the Zoning Standards address density and how this correlates to various zones located throughout the City. The Comprehensive Plan text includes discussion of the correlation between the density ranges on the Comprehensive Plan Map with the City's seven Planned Development Residential (PDR) zones, which are differentiated from one another by allowed density. The Zoning Standards text includes a table intended to provide the same density correlation information. However, the correlations established in the text of the Comprehensive Plan and in the table in the Zoning Standards are not consistent creating a conflict and creating a lack of clarity for development applications. Removing the conflict will ensure an important standard controlling the number of homes in neighborhoods is clear to all parties involved.

Recommended Text Amendments:

- Remove the residential zone references in the Comprehensive Plan; and

- Update the table in the Zoning Standards listing the correlation between the Comprehensive Plan density ranges and the seven Planned Development Residential (PDR) zones. The updated table reflects the correlation between density range in the Comprehensive Plan and the PDR zones in a manner consistent with how it has been interpreted by the City in land use approvals over the past number of years.

1.3 Calculating Density

Explanation of Issues/Reason for Updates:

- Current Zoning Standards are not clear whether density is calculated based on the entire area of a property (gross area) or based on the area of a property on which buildings and other private improvements can be built (net area).
- Density required by the Comprehensive Plan does not consistently correlate with certain current Zoning Standards, which are intended to implement the Comprehensive Plan. The Zoning Standards this pertains to include Average Lot Size and Minimum Density at Buildout requirements. Also, certain Zoning Standards text provides examples of typical development that does not consistently correlate with the Comprehensive Plan density requirements.
- Updated standards will provide additional clarity for how to find out how many housing units can be built on a given amount of land as well as ensure standards do not conflict and can be met under typical circumstances.

Recommended Text Amendments:

- Clarify density calculation is based on gross area of a residential master plan minus areas in the City's Significant Resource Overlay Zone and/or within Bonneville Power Administration power line transmission easements (Buildable Gross Area). This is consistent with the approach in the Residential Neighborhood Zone.
- Remove potentially conflicting Zoning Standards including Average Lot Size, Minimum Density at Buildout, and Examples of Typically Permitted Development. A new table will reflect Zoning Standards for minimum and maximum density.

1.4 Conflicting Land Consuming Zoning Standards

Explanation of Issue/Reason for Updates:

- It is sometimes mathematically impossible to meet all current Zoning Standards controlling building of residential neighborhoods that take up or "consume" land (Land Consuming Zoning Standards). These standards include minimum density, minimum lot size, minimum amount of open space, the requirements for streets, and standards for stormwater treatment areas. The difficulty particularly exists when trying to design how housing and other components are placed in small projects of less than five acres. Updating these standards will provide more clarity and certainty of what can be built in a new neighborhood. In addition, it will ensure standards can be met under typical circumstances and are more easily applied to smaller-scale residential projects.

Recommended Text Amendments:

- Reduce minimum lot size required for certain zones to enable existing minimum density standards to be met along with other land consuming zoning standards in typical circumstances.
- Establish a clearly defined, and certain, adjustment process when the math does not work to meet all land consuming zoning standards, rather than rely on the current less defined and uncertain waiver process. Under the adjustment process, 20% of the lots can be reduced in size by 20%, as necessary, to ensure density standards are met. Once lot reduction is maximized, required minimum open space area may be reduced to ensure density standards are met.

1.5 Accessory Building Lot CoverageExplanation of Issue/Reason for Updates:

- A common Zoning Standard controlling building on each property or lot is the maximum amount of the lot that can be covered by buildings (lot coverage). Lot coverage is expressed as a percentage of the total lot area. Zoning standards often provide one lot coverage for the primary house and bonus lot coverage for accessory buildings. The current standards for additional lot coverage for accessory buildings only applies to non-dwelling accessory buildings (i.e. sheds etc.) and not secondary or accessory housing units (accessory dwelling units or ADUs) that are now allowed in all residential zones following changes to state law over the last few years. Updating these standards will clarify and make consistent the type of accessory uses that can benefit from bonus lot coverage allowances and make the flexibility to add accessory structures consistent across different zones. Builders often build homes to the maximum lot coverage, so not having a bonus lot coverage for accessory buildings acts as a de facto prohibition on accessory buildings.

Recommended Text Amendments:

- Update the lot coverage standards to be consistent with the Residential Neighborhood Zone allowing bonus lot coverage to apply to any detached accessory building whether an accessory dwelling unit, shed, etc.
- For zones with lot coverage standards from 40-50% for primary house add a 10% bonus for accessory buildings consistent with what is allowed in the Residential Neighborhood Zone.

1.6 Update, As Necessary, Lot Related Zoning StandardsExplanation of Issue/Reason for Updates:

- Ensure zoning standards controlling the dimensions of properties or lots, and how buildings are placed on individual properties or lots, correlate with updated minimum lot sizes proposed under item 1.4 and present the standards in a concise and readable manner. These standards include setbacks, maximum lot coverage, and minimum lot width and depth.

Recommended Text Amendments:

- Reformat lot related zoning standards now listed as text in seven different zoning standards subsections into a single table; and
- No updates to lot-related zoning standards besides minimum lot size as discussed in item 1.4 and additional lot coverage for accessory buildings discussed in item 1.5 above.

Topic Area 2 Open Space Standards**2.1 What to Count as Open Space?**Explanation of Issue/Reason for Updates:

- The City has a history of trying to balance how much of private yards in single-family neighborhoods to count towards the amount of open space required in a neighborhood. Prior to 2005, the City allowed most required open space to be met by yards, but in 2005 the standards were updated to not allow any private yard area on single-family lots to be counted as required open space. On occasion, the prohibition on yards has created conflict between the amount of land needed to meet open space standards and other standards that take up land (i.e. density, lot size).
- Updates will set clear and certain standards for what can be counted as open space, which will allow standards to be met under most circumstances.

Recommended Text Amendments:

- Base the approach to the amount of private yards that can be counted as open space after the Residential Neighborhood Zone, which is for private single-family lots 6,000 square feet or larger, up to 10% of the lot area can be counted as open space; and
- All other existing areas that can be counted toward the open space requirement remain the same.

2.2 Calculating Usable Open SpaceExplanation of Issues/Reason for Updates:

- The City currently uses a tiered approach to determine how much open space (park and natural area) is required in a neighborhood. These current tiered standards require ¼-acre of open space for any subdivision with 50 or less lots. Even if there is ¼-acre of open space in preserved natural area, another ¼-acre has to be designed for active use. These standards have been difficult to meet for smaller subdivisions (e.g. 5-10 lots), especially those with a large percentage of preserved natural area on site, and often conflict with other standards that take up land (i.e. density, minimum lot size).

Recommended Text Amendments:

- Move from the current tiered approach to a percentage approach for calculating the required amount of open space, similar to the methodology for the Residential Neighborhood Zone; and

- Clearly define the amount of the open space (50%) that must be designed for active use outside the protected natural areas (the City’s Significant Resource Overlay Zone or SROZ).

2.3 Ensuring Usable Open Space is Usable

Explanation of Issue/Reason for Updates:

- Over the years of requiring open space (parks and natural areas) in neighborhoods, a number of situations have arisen where very small, odd shaped, or under-utilized open spaces become a liability for homeowners associations without providing the value a better-designed open space could provide. Updating the standards will ensure efficient use of the limited amount of land, better preserve high-quality wildlife habitat areas, and provide quality, usable park areas.

Recommended Text Amendments:

- Establish a minimum size for individual open space tracts or areas:
 - 2,000 square feet for most developments, and
 - 1,000 square feet for subdivisions of 10 lots or less.
- Require “usable” open space be designed by an appropriately credentialed and experienced landscape architect with focus on maximizing use for a variety of users with varying abilities.
- Establish standards to ensure when open space is designed as new wildlife habitat it connects to existing wildlife habitat to the extent possible.

Comprehensive Plan Text Amendments

Additionally, the City is required to periodically review its public facility capacities and plans to assure that planned public facilities can be provided to accommodate the calculated capacity within the planning period.

The City is required to calculate the increases in dwelling unit and job capacities by the year 2017 from any proposed changes to the current Comprehensive Plan and Development Code that must be adopted and add the increases to the calculation of expected capacities.

The City is required to determine the effect of each of the following on calculated capacities, and include any resulting increase or decrease in calculated capacities:

1. Required dedications for public streets, consistent with Metro's Regional Accessibility requirements;
2. Off-street parking requirements, consistent with the Metro Urban Growth Management Functional Plan;
3. Landscaping, setback, and maximum lot coverage requirements;
4. The effects of tree preservation ordinances, environmental protection ordinances, view preservation ordinances, solar access ordinances, or any other regulations that may have the effect of reducing the capacity of the land to develop at the zoned density;
5. The effects of areas dedicated to bio-swales, storm water retention, open space dedications, and other requirements of local codes that may reduce the capacity of the land to develop at the planned density.

If any of the calculated capacities are determined to be less than the City's target dwelling unit and job capacities specified by Metro, either jurisdiction-wide or in mixed-use areas, or both, then the City is required to increase calculated capacities, as needed, to comply with the calculated capacities of Metro's Urban Growth Management Functional Plan. The City is required to achieve the target capacities for both dwelling units and jobs.

As stated above, housing is a basic human need. Therefore, residential development is considered a primary element of this Plan. A priority is given to satisfying the housing Goal. In so doing, however, it is not the intent of this section to ignore other sections of the Plan. Rather, the intent is to balance conformance to other provisions of the Plan so as to best satisfy housing needs within the City. To complete the framework for evaluating residential development, the following Implementation Measures have been established.

Policy 4.1.4 The City of Wilsonville shall provide opportunities for a wide range of housing types, sizes, and densities at prices and rent levels to accommodate people who are employed in Wilsonville.

Implementation Measure 4.1.4.a The City shall encourage that at least an area of land equal to that now utilized for existing mobile home parks within the City, shall be identified within

the City for development of replacement mobile or manufactured parks or subdivisions prior to redevelopment of the existing parcels for other uses. Preservation of existing parks will be encouraged where consistent with other provisions of this Plan.

Implementation Measure 4.1.4.b Plan for and permit a variety of housing types consistent with the objectives and policies set forth under this section of the Comprehensive Plan, while maintaining a reasonable balance between the economics of building and the cost of supplying public services. It is the City's desire to provide a variety of housing types needed to meet a wide range of personal preferences and income levels. The City also recognizes the fact that adequate public facilities and services must be available in order to build and maintain a decent, safe, and healthful living environment.

Implementation Measure 4.1.4.c Establish residential areas that are safe, convenient, healthful, and attractive places to live while encouraging variety through the use of planned developments and clusters and legislative Master Plans.

Implementation Measure 4.1.4.d Encourage the construction and development of diverse housing types, but maintain a general balance according to housing type and geographic distribution, both presently and in the future. Such housing types may include, but shall not be limited to: Apartments, single-family detached, single-family common wall, manufactured homes, mobile homes, modular homes, and condominiums in various structural forms.

Implementation Measure 4.1.4.e Targets are to be set in order to meet the City's Goals for housing and assure compliance with State and regional standards.

Implementation Measure 4.1.4.f Accommodate the housing needs of the existing residents of the City of Wilsonville. The future status of existing mobile home dwellers within the City is a particular concern in establishing this Measure.

Implementation Measure 4.1.4.g Coordinate housing development with the social and economic needs of the community.

Implementation Measure 4.1.4.h Require new housing developments to pay an equitable share of the cost of required capital improvements for public services.

Implementation Measure 4.1.4.i Restrict the number of housing starts to the capacities of public facilities and services.

Implementation Measure 4.1.4.j The City shall have a diverse range of housing types available within its City limits.

Implementation Measure 4.1.4.k The City shall adopt specific goals for low and moderate cost housing to ensure that sufficient and affordable housing is available to households of all income levels that live or have a member working within the City of Wilsonville.

Implementation Measure 4.1.4.l The City shall work to improve the balance of jobs and housing within its jurisdictional boundaries.

Implementation Measure 4.1.4.m The City will consider the use of the following tools identified by Metro to improve availability of sufficient housing affordable to households of all income levels and manufactured housing to assure a diverse range of available housing types.

1. Donation of buildable tax-foreclosed properties to nonprofit organizations or governments for development as mixed-market affordable housing.
2. Development of permitting process incentives for housing being developed to serve people at or below 80% of area median income.
3. Provision of fee waivers and property tax exemptions for projects developed by nonprofit organizations or governments serving people at or below 60% of area median income.
4. Creation of a land-banking program to enhance the availability of appropriate sites for permanently affordable housing.
5. Adoption of replacement ordinances that would require developers of high-income housing, commercial, industrial, recreational or government projects to replace any affordable housing destroyed by these projects.
6. Creation of linkage programs that require developers of job-producing development, particularly that which receives tax incentives, to contribute to an affordable housing fund.
7. Committing locally controlled funds, such as Community Development Block Grants, Strategic Investment Program tax abatement funds, or general fund dollars, to the development of permanently affordable housing for people at or below 60% of area median income.
8. Within the limits set by State law, consider inclusionary zoning requirements, particularly in tax incentive programs, for new development in transit zones and other areas where public investment has contributed to the value and developability of land.

Implementation Measure 4.1.4.n Amend the Development Code to permit manufactured homes configured as duplexes, triplexes, fourplexes, etc. outside manufactured dwelling parks, consistent with zoning densities.

Implementation Measure 4.1.4.o The City will encourage the development of housing of various types and densities. Guided by the urbanization, public facilities, and economic elements, the City will, however, manage residential growth to ensure adequate provision of public facilities and that proposed housing satisfies local need and desires, i.e., type, price and rent levels.

Implementation Measure 4.1.4.p In an effort to balance residential growth with the City's employment base, the City shall encourage the development of housing to meet the needs of the employees working in the City.

Implementation Measure 4.1.4.q The City will continue to allow for mobile homes and manufactured dwellings, subject to development review processes that are similar to those used for other forms of housing. Individual units will continue to be allowed on individual lots, subject to design standards. Mobile home parks and subdivisions shall be subject to the same procedures as other forms of planned developments.

Implementation Measure 4.1.4.r All development, except as indicated in the lowest density districts, will coincide with the provision of adequate streets, water, and sanitary sewerage and storm drainage facilities, as specified in the Public Facilities and Services Section of the Plan. These facilities shall be (a) capable of adequately serving all intervening properties as well as the proposed development and (b) designed to meet City standards.

Implementation Measure 4.1.4.s Residential subdivisions, including mobile home subdivisions, shall be developed with paved streets, curbs and gutters, street lights and walkways, according to City standards. All utilities, other than storm water facilities, will be placed underground.

Implementation Measure 4.1.4.t Site plans will provide for adequate open space to (a) protect adjacent properties; and (b) provide ample yard space and play areas for residents. The residential character of established neighborhoods, particularly low density developments, shall also be protected as surrounding development occurs. Site development standards shall continue to be applied to ensure compatibility with adjacent land uses. High design standards will be established for signage and appearance, including the landscaping of setback areas and the designation of access points.

Implementation Measure 4.1.4.u To provide variety and flexibility in site design and densities, residential lands shown on the Land Use Map and legislative Master Plans of the Comprehensive Plan have been divided into districts, with different density ranges for each district. In all residential developments, other than those that are so small that it is not mathematically feasible to achieve the prescribed minimum density, the 80% minimum shall apply. The following density ranges have been prescribed for each district:

Density:	0-1 units/acre
	2-3 units/acre
	4-5 units/acre
	6-7 units/acre
	10-12 units/acre
	16 -20 units/acre

Densities may also be defined for specific areas in legislative Master Plans.

Implementation Measure 4.1.4.v Site development standards and performance criteria have been developed for determining the approval of specific densities within each district. Densities may be increased through the Planned Development process to provide for meeting special needs (e.g., low/moderate income, elderly, or handicapped). Site development standards, performance criteria, density flexibility and other standards may be established for specific areas in legislative Master Plans.

Implementation Measure 4.1.4.w These Implementation Measures shall not be administered in such a manner as to violate other provisions of this Plan.

Implementation Measure 4.1.4.x Apartments and mobile homes are to be located to produce an optimum living environment for the occupants and surrounding residential areas. Development criteria includes:

1. Buffering by means of landscaping, fencing, and distance from conflicting uses.
2. Compatibility of design, recognizing the architectural differences between apartment buildings and houses.
3. On-site recreation space as well as pedestrian and bicycle access to parks, schools, mass transit stops and convenience shopping.
4. The siting of buildings to minimize the visual effects of parking areas and to increase the availability of privacy and natural surveillance for security.

Implementation Measure 4.1.4.y Housing units shall be designed, constructed, and maintained so that the community is assured of safe, sanitary, and convenient living conditions in dwellings that are sound, energy efficient, and attractive in their appearance. Conservation of housing resources shall be encouraged through code enforcement, renovation, and rehabilitation of the existing housing stock.

Implementation Measure 4.1.4.z The City shall continue to apply a minimum density standard to all zones allowing residential use, such that all development, including subdivisions, will result in the eventual build-out of 80 percent or more of the maximum number of dwelling units per net acre permitted by the zoning designation for a given development. The minimum density requirement does not apply inside areas designated by the City as open spaces or significant resource sites. The maximum-zoned density does not include the density bonus for zones that allow them.

Implementation Measure 4.1.4.aa The City will continue to allow partitioning or subdividing where existing lot sizes are two or more times that of the minimum lot size in the Development Code, and all other applicable requirements are met.

Implementation Measure 4.1.4.bb The City allows the construction of one accessory dwelling unit with any detached or attached single family dwelling that is permitted to be built in any zone, subject to standards in the Land Development Code or density and size standards in Neighborhood Plans, Stage II Development Plans or Final Development Plans. Regulations of such units include size, architectural design to match the primary unit on the site, and parking requirements. [Amended by Ord. 676, 3/3/10]

Implementation Measure 4.1.4.cc In order to encourage originality, flexibility, and innovation in land development, and minimize monotonous standardized subdivisions, all subdivisions over two acres in size require Planned Development review (P.D.R.). Multi-plexes and single-family attached units may also be approved as part of a planned development.

Implementation Measure 4.1.4.dd Continue the development of a renewal program to update/upgrade the "Old Town" area of Wilsonville.

RESIDENTIAL PLANNING DISTRICTS SHOWN ON THE LAND USE MAP OF THE COMPREHENSIVE PLAN

Density (0-1 du/ac)

The purpose of this district is to provide for very low density housing areas to satisfy individuals desiring to own a large lot within an urban setting. This district recognizes and protects existing and future large-lot developments within the City. ~~This density would generally fall under the PDR-1 zoning district category as outlined in the Development Code.~~

The following areas should be designated and developed at this density:

1. Areas which are currently developed at suburban densities and where little need exists for redevelopment.
2. Areas where transportation is limited to minor collector and local streets, and where high volume traffic would create safety problems.
3. Areas where sensitivity to the natural environment or natural hazards warrant a reduced density.

Density (2-3-or 4-5 du/ac)

The purpose of ~~this~~ these districts ~~is~~ are to provide for low density residential areas. ~~The 2-3 du/acre density would generally fall under the PDR-2 zoning district category as outlined in the Development Code. The 4-5 du/acre density would generally fall under the PDR-2 and PDR-3 (or other categories that could work out to this level of density) zoning district category as outlined in the Development Code.~~

The following areas should be designated and developed at this density:

1. Areas with access to a minor arterial, collector, or local streets. However, direct vehicular access from individual lots onto a minor arterial will be restricted.
2. Undeveloped areas adjacent to existing lower density developments, or near the fringe of the Urban Growth Boundary.
3. Areas where sensitivity to the natural environment or natural hazards warrant a reduced density.

Density (6-7 or 10-12 du/ac)

The purpose of ~~this-these~~ districts ~~is-are~~ to ensure an efficient use of urban land by providing for the development of medium density housing areas. ~~This density would generally fall under the PDR-3 and PDR-4 (or other categories that could work out to this level of density) zoning districts category as outlined in the Development Code.~~

The following areas should be designated and developed as urban medium density:

1. Areas with access to a major or minor arterial or collector street. Siting should not, however, result in significant traffic impacts through lower density residential areas.
2. Areas located near or adjacent to commercial areas, employment centers and/or mass transit routes.
3. Areas adjacent to urban lower density developments or planning districts.

Permitted uses in this district typically include single family dwellings, whether detached or attached, accessory dwelling units, multi-family dwellings, including duplexes and tri-plexes, and mobile home parks or subdivisions, multi-family developments, including duplexes and multi-plexes and mobile home parks or subdivisions, will be subject to Development Review approval.

Neighborhood or convenience commercial uses may be permitted as part of a Planned Development but should be integrated into the design of the surrounding residential development, i.e., first floor of multi-story structure or similar design as residential units. Such commercial developments shall be limited to locations where there is clearly demonstrated local need. All such uses shall be subject to Development Review approval.

Density (~~18~~16-20-du/ac)

The purpose of this district is to provide for efficient use of land near the major commercial or employment centers by providing for high-density residential development. It is a further purpose of this district to encourage mixed uses in commercial areas. ~~This density would generally fall under the PDR-6 and PDR-7 (or other categories that could work out to this level of density) zoning district categories as outlined in the Development Code.~~

The following areas may be designated urban high-density residential:

1. Areas located on major or minor arterials and where such development will not result in significant traffic impacts through low- or medium-density residential areas.
2. Areas located within or adjacent to major shopping centers, employment centers and/or adjacent to mass transit routes.

Because of the land use intensity allowable in this district, the zoning will be restricted to a Planned Development review.

All developments will be subject to Development Review Board approval, including lot sizes, setbacks, open space, and parking requirements. Where feasible, under-structure parking will be encouraged on structures over two (2) stories in height.

Residential – Village

See the Compact Urban Development section of this Plan for the description of the Residential Village designation.

Residential – Neighborhood

See the Residential Neighborhood section of this Plan for the description of the Residential Neighborhood designation.

ENVIRONMENTAL RESOURCES AND COMMUNITY DESIGN

At a glance, most land appears to be much the same as the lands surrounding it, with the exception of obvious differences such as topography and vegetation. However, a more detailed analysis can reveal distinct differences in the land composition and physical characteristics of nearly any two adjacent parcels of land. These differences can affect the overall suitability of a particular parcel of land for various types of land use. Each piece of land has a natural land use intensity potential which results from variations in its physical features and their interrelationships with natural processes, such as:

1. Underlying geological deposits and associated characteristics.
2. Types of surface soils and associated characteristics.
3. Water, the hydrologic cycle and natural drainage.
4. Slope of the land.
5. Vegetative cover (type, size, and location).
6. Weather conditions.
7. Character of adjoining natural features and developments.

Certain combinations of these natural features and processes can create inherently hazardous or unstable conditions which have special significance to humans and their land use activities. These conditions, referred to as natural hazards, are more appropriately labeled physical or natural limitations and occur in the form of:

1. Flood plains and wetlands
2. Runoff and erosion potentials.
3. Soil instability, including landslides, settlement, shrink/swell potential and earthquakes.

In addition to natural limitations, there are also natural potentials which can provide a more desirable living environment if given proper consideration in determining land use patterns and development design. The elements which offer these potentials are:

1. Existing vegetation.

Development Code Text Amendments: Definitions

Section 4.001 Definitions.

E. Cycle Track: A cycle track is a bike lane with a physical barrier between the bike and motor vehicle travel lanes, such as a curb or parking lanes. Cycle tracks must “rejoin” the motor vehicle travel lanes at signalized intersections. Cycle tracks may require a two stage left turn for bicyclists.

F. See also: Multipurpose Pathway or Path.

[Amended by Ord. #719, 6/17/13.]

32. Block: A tract of land bounded by streets, or bounded by such features as the City limits or barriers such as bodies of water or steep slopes.
33. Block Complex: An assemblage of buildings bounded entirely by intersecting streets so as to form a single, comprehensive group.
34. Block Perimeter: The outer boundary of a block.
35. Board: The Development Review Board established pursuant to Chapter 2 of the Wilsonville Code.
36. Buffers or Buffering: Distance, landscaping, walls, berms, or other measures used to separate one land use from another, and to mitigate or minimize the adverse effects of one land use on another.
- ~~37.~~ Build-To Line: A line shown on a final plat or other development plan indicating that buildings are required to be built to it, rather than set back from it.
- ~~37-38.~~ Buildable Gross Area: The total or entire area of land after subtracting out (1) land area within the City’s Significant Resource Overlay Zone and (2) land area encumbered by a Bonneville Power Administration power line easement.
- ~~38-39.~~ Building: Any structure built for the support, shelter or enclosure of any persons, animals, chattels, or property of any kind which requires location on the ground or is attached to something having a location on the ground.
- ~~39-40.~~ Building Façade: The exterior elevation(s) of a building; usually set parallel to the front lot line, often distinguished by elaboration of architectural characteristics.
- ~~40-41.~~ Building Façade, Primary: The main exterior elevation of a building; usually associated with its primary entrance and/or street address.
- ~~41-42.~~ Building Frontage Width, Minimum: A Development Standard that controls the degree of spatial definition of public open space. Described as a percentage, the Minimum Building Frontage Width is calculated as the ratio of the length of the primary building façade(s) to its corresponding lot line length, exclusive of required setbacks.
- ~~42-43.~~ Building Line: A line that is adjacent to the front side of a main building parallel to the front lot line.
- ~~43-44.~~ Building Official. The person holding the position of Building Official of the City of Wilsonville. [Added by Ord. 649, 6/2/08]
- ~~44-45.~~ Building or Structure Height: The term 'height of building or structure' shall be deemed to mean the perpendicular distance from the average elevation of the adjoining ground to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the middle height gable between the eaves and ridge of a pitch or hip roof. If

**Development Code Text
Amendments:
Planned Development
Residential (PDR) Zone
Standards**

Section 4.124. Standards Applying To All Planned Development Residential Zones.

- (.01) Examples of principal uses that are typically permitted:
- A. Open Space.
 - B. Single-Family Dwelling Units.
 - C. Duplexes. [Added by Ord. #825, 10/15/18]
 - D. Multiple-Family Dwelling Units. [Amended by Ord. #825, 10/15/18]
 - E. Public parks, playgrounds, recreational and community buildings and grounds, tennis courts, and similar recreational uses, all of a non-commercial nature, provided that any principal building or public swimming pool shall be located not less than forty-five (45) feet from any other lot.
 - F. Manufactured homes, subject to the standards of Section 4.115 (Manufactured Housing).
- (.02) Permitted accessory uses to single family and detached dwelling units: [Amended by Ord. #825, 10/15/18]
- A. Accessory uses, buildings and structures customarily incidental to any of the principal permitted uses listed above, and located on the same lot.
 - B. Living quarters without kitchen facilities for persons employed on the premises or for guests. Such facilities shall not be rented or otherwise used as a separate dwelling unless approved as an accessory dwelling unit or duplex.
 - C. Accessory dwelling units, subject to the standards of Section 4.113 (.11). [Amended by Ord. #825, 10/15/18]
 - D. Home occupations.
 - E. A private garage or parking area.
 - G. Temporary real estate signs, small announcement or professional signs, and subdivision signs, as provided in the provisions of Sections 4.156.05, 4.156.07, 4.156.09, and 4.156.10. [Amended by Ord. No. 704, 6/18/12]
 - H. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon completion or abandonment of the construction work.
 - I. Accessory buildings and uses shall conform to front and side yard setback requirements. If the accessory buildings and uses do not exceed 120 square feet or ten (10) feet in height, and they are detached and located behind the rear-most line of the main buildings, the side and rear yard setbacks may be reduced to three (3) feet.
 - J. Livestock and farm animals, subject to the provisions of Section 4.162.
- (.03) Permitted accessory uses for duplexes and attached multiple-family dwelling units: [Amended by Ord. #825, 10/15/18]

Section 4.124. Standards Applying To All Planned Development Residential Zones.

- A. Accessory uses, buildings, and structures customarily incidental to any of the aforesaid principal permitted uses, located on the same lot therewith.
 - B. Home occupations.
 - C. A private garage or parking area.
 - D. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon completion or abandonment of the construction work.
 - E. Accessory buildings and uses shall conform to front and side yard setback requirements. If the accessory buildings and uses do not exceed 120 square feet or ten (10) feet in height, and they are detached and located behind the rear-most line of the main buildings, the side and rear yard setbacks may be reduced to three (3) feet.
 - F. Livestock and farm animals, subject to the provisions of Section 4.162.
- (.04) Uses permitted subject to Conditional Use Permit requirements:
- A. Public and semi-public buildings and/or structures essential to the physical and economic welfare of an area, such as fire stations, sub-stations and pump stations.
 - B. Public or private clubs, lodges or meeting halls. Public or private parks, playground, golf courses, driving ranges, tennis clubs, community centers and similar recreational uses.
 - C. Churches, public, private and parochial schools, public libraries and public museums.
 - D. Neighborhood Commercial Centers limited to the provisions of goods and services primarily for the convenience of and supported by local residents, and not requiring a zone change to a commercial designation:
 1. The site of a Neighborhood Commercial Center was proposed at the time of the original application.
 2. Such centers are of a scale compatible with the surrounding residential structures.
 3. Such centers shall be compatible with the surrounding residential uses.
 4. The site of a Neighborhood Commercial Center shall be at least one-quarter (1/4) mile from any other sites zoned for commercial uses.
 5. The site of a Neighborhood Commercial Center shall not exceed five percent (5%) of the total area or one (1) acre, whichever is less.
 6. The site of a Neighborhood Commercial Center shall have direct access to a street of a collector classification and shall have direct pedestrian access to the residential areas.
 7. The site of a Neighborhood Commercial Center shall not include more than one quadrant of an intersection and shall not result in traffic of a nature which causes a substantial adverse impact on the residential character of the planned development.

Section 4.124. Standards Applying To All Planned Development Residential Zones.

E. Commercial Recreation which is compatible with the surrounding residential uses and promotes the creation of an attractive, healthful, efficient and stable environment for living, shopping or working. All such uses except golf courses and tennis courts shall conform to the requirements of subsection “D” (Neighborhood Commercial Centers), above.

F. Home businesses. [Added by Ord. #825, 10/15/18]

(.05) Appropriate PDR ~~zone~~Zoning Designation and Maximum and Minimum Density based on Comprehensive Plan Density Range District:

<u>Comprehensive Plan Density *</u>	<u>Zoning District</u>
<u>0-1 u/acre</u>	<u>PDR-1</u>
<u>2-3 u/acre</u>	<u>PDR-2</u>
<u>4-5 u/acre</u>	<u>PDR-3</u>
<u>6-7 u/acre</u>	<u>PDR-4</u>
<u>10-12 u/acre</u>	<u>PDR-5</u>
<u>16-20 u/acre</u>	<u>PDR-6</u>
<u>20+ u/acre</u>	<u>PDR-7</u>

<u>Zoning Designation</u>	<u>Comprehensive Plan Map Density Range District*</u>	<u>Max Density per Acre</u>	<u>Min Density per Acre</u>
<u>PDR-1</u>	<u>0-1</u>	<u>1</u>	<u>0.8</u>
<u>PDR-2</u>	<u>2-3</u>	<u>3</u>	<u>2.4</u>
<u>PDR-3</u>	<u>4-5</u>	<u>5</u>	<u>4</u>
<u>PDR-4</u>	<u>6-7</u>	<u>7.5</u>	<u>6</u>
<u>PDR-5</u>	<u>10-12</u>	<u>12</u>	<u>9.6</u>
<u>PDR-6</u>	<u>16-20</u>	<u>20</u>	<u>16</u>
<u>PDR-7</u>	<u>Over 20</u>	<u>As approved by Zoning Order/Stage 1 Master Plan, at least 20</u>	<u>80% of Max Density</u>

Table 1: PDR ~~Zone~~Zoning Designation and Maximum and Minimum Density based on Comprehensive Plan Density Range District

**All dwelling unit types, except accessory dwelling units, are included for calculating density.*

[Amended by Ord. #825, 10/15/18]

(.06) Unit count limitations. Unit count limitations are calculated by multiplying the density number in Table 1 by the buildable gross area of the Stage I Master Plan area (gross area minus SROZ area and BPA Easements) and rounding down to the nearest whole number. For example, any number greater than 4 and less than 5 shall be rounded down to 4. If the Stage I Master Plan area is subject to more than one Comprehensive Plan Map Density Range District and Zoning Designation, calculations for areas of differing densities

Section 4.124. Standards Applying To All Planned Development Residential Zones.

shall be done separately and then summed together, and the final summed number rounded down to the nearest whole number.

- A. Maximum unit count at build out of Stage I Master Plan area: Gross buildable area (gross area minus SROZ and BPA Easements) multiplied by Maximum Density per Acre number in Table 1 above.
- B. Minimum unit count at build out of Stage I Master Plan area: 80% of maximum unit count described in A. above.

(.07) Lot Standards

<u>Zoning Designation</u>	<u>Minimum Lot Size (square feet)</u>	<u>Setbacks</u>	<u>Maximum Lot Coverage (percent of lot area) Largest Building/All Buildings^C</u>	<u>Minimum Lot Width at Building Line/Minimum Street Frontage of Lot^A (feet)</u>	<u>Minimum Lot Depth (feet)</u>	<u>Maximum Building Height (feet)</u>
<u>PDR-1</u>	<u>20,000</u>	<u>Per Section 4.113 (.03)</u>	<u>20/25</u>	<u>80/80</u>	<u>100</u>	<u>35</u>
<u>PDR-2</u>	<u>7,000</u>		<u>25/30 (more than 12000 and less than 20000 sf lot)</u> <u>40/50 (more than 8000 up to 12000 sf lot)</u> <u>45/55 (7000 to 8000 sf lot)</u>	<u>60/30</u>	<u>70</u>	
<u>PDR-3</u>	<u>4,500</u>		<u>50/60</u>	<u>40/40^B</u>	<u>60</u>	
<u>PDR-4</u>	<u>3,000</u>		<u>75/75</u>	<u>35/35^B</u>	<u>60</u>	
<u>PDR-5</u>	<u>2,000</u>		<u>75/75</u>	<u>30/30</u>	<u>60</u>	
<u>PDR-6</u>	<u>NA</u>		<u>75/75</u>	<u>30/30</u>	<u>60</u>	
<u>PDR-7</u>	<u>NA</u>		<u>75/75</u>	<u>30/30</u>	<u>60</u>	

A. Lot frontage may be on a public street or approved, platted private drive.

B. Lot frontage may be reduced to 24 feet when the lot fronts a cul-de-sac.

C. A building must be completely detached from the largest building to be considered a separate building for the purpose of lot coverage calculations

Table 2: Lot Standards for All PDR Zoned Lots

(.08) Adjustments to Ensure Minimum Density is Met. In development not involving Multi-Family Dwelling Units, if demonstrated by the applicant that it is not physically possible to accommodate the minimum number of units at the required minimum lot size and the minimum open space the following adjustments shall be made to the minimum extent necessary to enable minimum density to be met plus any SROZ density transfer pursuant to Subsection 4.139.11 (.02). Adjustments to minimum lot size, width, and depth shall be used to the extent allowed prior to any adjustment to minimum open space requirements.

Section 4.124. Standards Applying To All Planned Development Residential Zones.

- A. Adjustments to Minimum Lot Size, Width, Depth: Up to 20% of the lots rounded down to the nearest whole number, or a minimum of 1 for subdivisions of 4 lots, can be reduced below the minimum lot size by 20%. For example, the maximum allowed, as necessary, adjustment for a 100 lot subdivision in the PDR-5 zone would be to reduce 20 lots to as low as 4,000 square feet (20% of 5,000 square foot minimum lot size). The minimum lot width and minimum lot depth can also be adjusted by up to 20% as necessary to allow the reduction of lot size by up to 20%.
- B. Adjustment to Open Space Area: Non-SROZ open space may be reduced to the extent necessary following maximizing the allowed reduction of lot size. However, all subdivisions with 10 or more lots shall require a minimum of one individual usable, programmed open space of at least 2,000 square feet meeting the requirements of Subsection 4.113 (.01) C. 1.-2. and subdivisions with 4-10 lots shall require one individual usable open space of at least 1,000 square feet meeting the same requirements.

(.0609) Block and access standards:

1. Maximum block perimeter in new land divisions: 1,800 feet.
2. Maximum spacing between streets or private drives for local access: 530 feet, unless waived by the Development Review Board upon finding that barriers such as railroads, freeways, existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent street extensions meeting this standard. [Amended by Ord. 682, 9/9/10]
3. Maximum block length without pedestrian and bicycle crossing: 330 feet, unless waived by the Development Review Board upon finding that barriers such as railroads, freeways, existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent pedestrian and bicycle facility extensions meeting this standard.

[Section 4.124(.06) amended by Ordinance No. 538, 2/21/02.]

(.0710) Signs. Per the requirements of Sections 4.156.01 through 4.156.11.

[Amended by Ord. No. 704, 6/18/12]

(.0811) Parking. Per the requirements of Section 4.155.**(.0912) Corner Vision Clearance.** Per the requirements of Section 4.177.**Section 4.124.1.— PDR-1:**

~~The following standards shall apply in PDR-1 zones. It should be noted that lot size requirements do not specify the number of units that may be constructed per lot:~~

~~(.01) Average lot size: 30,000 square feet.~~

~~(.02) Minimum lot size: 25,000 square feet.~~

~~(.03) Minimum density at build out: One unit per 37,500 square feet.~~

Section 4.124. Standards Applying To All Planned Development Residential Zones.~~(.04) — Other standards:~~

- ~~A. Minimum lot width at building line: Eighty (80) feet.~~
- ~~B. Minimum street frontage of lot: Eighty (80) feet.~~
- ~~C. Minimum lot depth: One hundred (100) feet.~~
- ~~D. Setbacks: per Section 4.113(.03)~~
- ~~E. Maximum building or structure height: Thirty-five (35) feet.~~
- ~~F. Maximum lot coverage: Twenty percent (20%) for all residential dwelling units; twenty-five percent (25%) for all buildings.~~

~~(.05) — Examples of development that is typically permitted (hypothetical 10-acre site):~~

- ~~A. Ten single-family dwellings on individual lots, or~~
- ~~B. Fourteen dwelling units (any combination of multiple family or single family units).~~

[Section 4.124.1 (.05) A & B Amended by Ord. #825, 10/15/18]

Section 4.124.2. PDR-2:

The following standards shall apply in PDR-2 zones. It should be noted that lot size requirements do not specify the number of units that may be constructed per lot:

- ~~(.01) — Average lot size: _____ 16,000 square feet.~~
- ~~(.02) — Minimum lot size: _____ 12,000 square feet.~~
- ~~(.03) — Minimum density at build out: One unit per 20,000 square feet.~~
- ~~(.04) — Other Standards:~~
 - ~~A. Minimum lot width at building line: Sixty (60) feet.~~
 - ~~B. Minimum street frontage of lot: Thirty (30) feet; however, no street frontage is required when the lot fronts on an approved, platted private drive. [Amended by Ord. 682, 9/9/10]~~
 - ~~C. Minimum lot depth: Seventy (70) feet.~~
 - ~~D. Setbacks: per Section 4.113(.03).~~
 - ~~E. Maximum building or structure height: Thirty-five (35) feet.~~
 - ~~F. Maximum lot coverage: Twenty-five percent (25%) for all residential dwelling units; thirty percent (30%) for all buildings.~~
- ~~(.05) — Examples of development that is typically permitted (hypothetical 10-acre site):~~
 - ~~A. Twenty single-family dwellings (with or without accessory dwelling units) on individual lots, or~~
 - ~~B. Twenty-nine dwelling units (any combination of multiple family or single family units with or without accessory dwelling units).~~

Section 4.124. Standards Applying To All Planned Development Residential Zones.**Section 4.124.3. PDR-3:**

The following standards shall apply in PDR-3 zones. It should be noted that lot size requirements do not specify the number of units that may be constructed per lot:

- ~~(.01) Average lot size: _____ 7,000 square feet.~~
- ~~(.02) Minimum lot size: _____ 5,000 square feet.~~
- ~~(.03) Minimum density at build out: One unit per 8,000 square feet.~~
- ~~(.04) Other standards:~~
 - ~~A. Minimum lot width at building line: Forty (40) feet.~~
 - ~~B. Minimum street frontage of lot: Forty (40) feet; however, street frontage may be reduced to twenty-four (24) feet when the lot fronts a cul-de-sac. No street frontage is required when the lot fronts on an approved, platted private drive. [Amended by Ord. 682, 9/9/10]~~
 - ~~C. Minimum lot depth: Sixty (60) feet.~~
 - ~~D. Setbacks: per Section 4.113(.03).~~
 - ~~E. Maximum building or structure height: Thirty-five (35) feet.~~
 - ~~F. Maximum lot coverage: Fifty percent (50%) for lots containing less than 7000 square feet. Forty-five percent (45%) for lots between 7000 and 8000 square feet. Forty percent (40%) for lots exceeding 8000 square feet.~~
- ~~(.05) Examples of development that is typically permitted (hypothetical 10-acre site):~~
 - ~~A. Fifty-four single-family dwellings) on individual lots, or~~
 - ~~B. Sixty-two dwelling units (any combination of multiple-family or single-family units).~~

Section 4.124.4. PDR-4:

The following standards shall apply in PDR-4 zones. It should be noted that lot size requirements do not specify the number of units that may be constructed per lot:

- ~~(.01) Average lot size: _____ 5,000 square feet.~~
- ~~(.02) Minimum lot size: _____ 4,000 square feet.~~
- ~~(.03) Minimum density at build out: One unit per 6,000 square feet.~~
- ~~(.04) Other standards:~~
 - ~~A. Minimum lot width at building line: Thirty-five (35) feet.~~
 - ~~B. Minimum street frontage of lot: Thirty-five (35) feet; however, street frontage may be reduced to twenty-four (24) feet when the lot fronts a cul-de-sac. No street frontage is required when the lot fronts on an approved, platted private drive. [Amended by Ord. 682, 9/9/10]~~
 - ~~C. Minimum lot depth: Sixty (60) feet.~~

Section 4.124. Standards Applying To All Planned Development Residential Zones.

~~D. Setbacks: per Section 4.113(.03).~~

~~E. Maximum building height: Thirty five (35) feet.~~

~~F. Maximum lot coverage: Seventy five percent (75%) for all buildings.~~

~~(.05) Examples of development that is typically permitted (hypothetical 10-acre site):~~

~~A. Seventy two single family dwellings (with or without accessory dwelling units) on individual lots, or~~

~~B. Eighty seven dwelling units (any combination of multiple family or single family units with or without accessory dwelling units).~~

Section 4.124.5. PDR-5:

The following standards shall apply in PDR-5 zones. It should be noted that lot size requirements do not specify the number of units that may be constructed per lot:

~~(.01) Average lot area per unit: 3,000 square feet.~~

~~(.02) Minimum lot size: 2,500 square feet.~~

~~(.03) Minimum density at build out: One unit per 4,000 square feet.~~

~~(.04) Other Standards:~~

~~A. Minimum lot width at building line: Thirty (30) feet.~~

~~B. Minimum street frontage of lot: Thirty (30) feet.~~

~~C. Minimum Lot Depth: Sixty (60) feet.~~

~~D. Setbacks: per Section 4.113(.03).~~

~~E. Maximum height: Thirty five (35) feet.~~

~~F. Maximum lot coverage: Seventy five percent (75%) for all buildings.~~

~~(.05) Examples of development that is typically permitted (hypothetical 10-acre site):~~

~~A. 108 town-house units on individual lots, or~~

~~B. 145 dwelling units (any combination of multiple family or single family units).~~

Section 4.124.6. PDR-6:

The following standards shall apply in PDR-6 zones. It should be noted that lot size requirements do not specify the number of units that may be constructed per lot:

~~(.01) Average lot area per unit: 2,000 to 2,500 square feet.~~

~~(.02) Minimum lot size: None.~~

~~(.03) Minimum density at build out: One unit per 2,500 square feet.~~

~~(.04) Other standards:~~

~~A. Minimum lot width at building line: Thirty (30) feet.~~

Section 4.124. Standards Applying To All Planned Development Residential Zones.

- ~~B. Minimum street frontage of lot: Thirty (30) feet.~~
- ~~C. Minimum lot depth: Sixty (60) feet.~~
- ~~D. Setbacks: per Section 4.113(.03).~~
- ~~E. Maximum height: Thirty-five (35) feet.~~
- ~~F. Maximum lot coverage: Seventy-five percent (75%) for all buildings.~~

~~(.05) Examples of development that is typically permitted (hypothetical 10-acre site):~~

- ~~A. 174 condominium units, or~~
- ~~B. 217 multiple family units.~~

Section 4.124.7. PDR-7:

~~The following standards shall apply in PDR-7 zones. It should be noted that lot size requirements do not specify the number of units that may be constructed per lot:~~

- ~~(.01) Average lot area per unit: 2,000 square feet.~~
- ~~(.02) Minimum lot size: 1,500 square feet.~~
- ~~(.03) Minimum density at build-out: One unit per 2,400 square feet.~~
- ~~(.04) Other standards:~~

- ~~A. Minimum lot width at building line: Thirty (30) feet.~~
- ~~B. Minimum street frontage of lot: Thirty (30) feet.~~
- ~~C. Minimum lot depth: Sixty (60) feet.~~
- ~~D. Setbacks: per Section 4.113(.03).~~
- ~~E. Maximum building height: Thirty-five (35) feet.~~
- ~~F. Maximum lot coverage: Seventy-five percent (75%) for all buildings.~~

~~(.05) Examples of development that is typically permitted (hypothetical 10-acre site):~~

- ~~A. 174 condominium units, or~~
- ~~B. 217 multiple family units.~~

Development Code Text Amendments: Open Space Standards

Section 4.113. Standards Applying To Residential Developments In Any Zone.

~~(.01) Outdoor Recreational Area in Residential Developments.~~

~~A. Purpose. The purposes of the following standards for outdoor recreational area are to provide adequate light, air, open space and usable recreational facilities to occupants of each residential development. Outdoor recreational area shall be:~~

- ~~1. Designed with a reasonable amount of privacy balanced between indoor and outdoor living areas. Such outdoor recreational area shall be provided consistent with the requirements of this Section.~~
- ~~2. Recreational areas shall be provided in keeping with the needs of the prospective tenants and shall not be located in required yards, parking, or maneuvering areas, or areas that are inaccessible. Standards for outdoor recreational areas may be waived by the Development Review Board upon finding that the recreational needs of the residents will be adequately met through the use of other recreational facilities that are available in the area.~~
- ~~3. In mixed-use developments containing residential uses, the Development Review Board shall establish appropriate requirements for outdoor recreational area, consistent with this Section.~~
- ~~4. The Development Review Board may establish conditions of approval to alter the amount of required outdoor recreation area, based on findings of projected need for the development. Multi-family developments shall provide at least the following minimum recreational area:

 - ~~a. For ten (10) or fewer dwelling units, 1000 square feet of usable recreation area;~~
 - ~~b. For eleven (11) through nineteen (19) units, 200 square feet per unit;~~
 - ~~c. For twenty (20) or more units, 300 square feet per unit.~~~~
- ~~5. Outdoor recreational area shall be considered to be part of the open space required in the following subsection.~~

~~(.0201) Open Space~~

~~A. Purpose. The purposes of the following standards for open space are to provide adequate light, air, open space and usable recreational facilities to occupants of each residential development.~~

~~A. Area shall be provided in the following manner Required. :~~

~~B. A. At least 25% of the net developable area shall be preserved in open space. For developments with 10 or more units (excluding ADU's) an open space area must be at least 2,000 square feet to~~

be counted towards the open space requirement. For developments with 4-10 units (excluding ADU's) an open space are must be at least 1,000 square feet to be counted towards the open space requirement.

1. Calculation of the required open space area shall be based on the acreage of the Stage I Master Plan area or if no Stage I is required, the gross acreage the area covered by a tentative plat.
 2. The open space requirement may be met by the following areas if they are or will be publically owned or owned by a homeowners' association or similar joint ownership entity (except for i. below), or the property owner for Multi-family Development.
 - a. Preserved natural areas, including those within the SROZ
 - b. New natural/wildlife habitat areas
 - c. Non-fenced vegetated stormwater features
 - d. Play areas and play structures
 - e. Open grass area for recreational play
 - f. Swimming and wading areas
 - g. Other areas publically accessible areas similar to a. through f.
 - h. Walking paths besides required sidewalks in the public right-of-way or along a private drive.
 - i. 10% of each single-family or duplex lot 6,000 sf or larger.
- C. Usable, programmed Open Space Requirement. Half of non-SROZ open space must be usable and programmed for active recreational use. The minimum amount of usable open space, regardless of the amount of non-SROZ open space, in a subdivision of 10 or more lots is 2,000 square feet, or a subdivision of 4-10 lots is 1,000 square feet.
1. Such usable, programmed open space shall be designed by a registered professional landscape architect with experience designing residential park areas. An affidavit of such professional's credentials shall be included in the application material.
 2. The area shall be designed and programmed for a variety of age groups or other user groups.
 3. The minimum open space size requirements in Subsection B above apply.
- D. Enhancing Existing Wildlife Habitat through Design of Open Space.
1. Open space designed as wildlife habitat shall be placed adjacent to and connect to existing, preserved wildlife habitat to the extent feasible.

2. To the extent feasible, open space shall be designed to connect preserved wildlife habitat to other preserved wildlife habitat where a lack of connection exists.

~~In all residential subdivisions including subdivision portions of mixed use developments where (1) the majority of the developed square footage is to be in residential use or (2) the density of residential units is equal or greater than 3 units per acre, at least twenty five percent (25%) of the area shall be in open space excluding streets and private drives. Open space must include, as a minimum natural areas that are preserved under the City's SROZ regulations and usable open space such as public park area, tot lots, swimming and wading pools, grass area for picnics and recreational play, walking paths, and other like space. For subdivisions with less than 25% SROZ lands and those with no SROZ lands, the minimum requirement shall be ¼ acre of usable park area for 50 or less lots, ½ acre of usable park area for 51 to 100 lots, and pro rata amounts based on this formula for subdivisions exceeding 100 lots. Front, side and rear yards of individual residential lots shall not be counted towards the 25% open space.~~

~~Provided, however, where SROZ is greater than 25% of the developable area for any development, the development must also provide ¼ acre of usable park area for a development of less than 100 lots, and ½ acre of usable park area for a development of 100 lots, and pro rata amounts based on this formula for subdivisions exceeding 100 lots. The Development Review Board may waive the usable open space requirement if there is substantial evidence in the record to support a finding that the intent and purpose of the requirement will be met in alternative ways. Irrespective of the amount of SROZ, a development may not use phasing to avoid the minimum usable space requirement.~~

~~Multi-family developments shall provide a minimum of 25% open space excluding streets and private drives. Open space must include, as a minimum natural areas that are preserved under the City's SROZ regulations, and outdoor recreational area as provided in 4.113(.01)(A)(1) through (5) [Amended by Ord. 589 8/15/05, Ord. 682, 9/9/10]~~

BD. Open space area required by this Section may, at the discretion of the Development Review Board, be protected by a conservation easement or dedicated to the City, either rights in fee or easement, without altering the density or other development standards of the proposed development. Provided that, if the dedication is for public park purposes, the size and amount of the proposed dedication shall meet the criteria of the City parks standards. The square footage of any land, whether dedicated or not, which is used for open space shall be deemed a part of the

development site for the purpose of computing density or allowable lot coverage.

CE. The Development Review Board may specify the method of assuring the long-term protection and maintenance of open space and/or recreational areas. Where such protection or maintenance are the responsibility of a private party or homeowners' association, the City Attorney shall review any pertinent bylaws, covenants, or agreements prior to recordation.

F. The open space requirements of this subsection are subject to adjustments in PDR zones pursuant to Subsection 4.124 (.08).

CITY COUNCIL ROLLING SCHEDULE **Board and Commission Meetings 2020**

Items known as of 02/13/20

February

DATE	DAY	TIME	EVENT	LOCATION
2/24	Monday	6:30 p.m.	DRB Panel B	Council Chambers
2/25	Tuesday	6:00 p.m.	Parks Bond Task Force Meeting	City Hall
2/26	Wednesday	6:30 p.m.	Library Board	Library

March

DATE	DAY	TIME	EVENT	LOCATION
3/2	Monday	7:00 p.m.	City Council Meeting & State of the City Address	Council Chambers
3/9	Monday	6:30 p.m.	DRB Panel A	Council Chambers
3/11	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
3/11	Wednesday	6:00 p.m.	Budget Committee Mid-Year Review	City Hall
3/16	Monday	7:00 p.m.	City Council Meeting	Council Chambers
3/19	Thursday	6:00 p.m.	Tourism Promotion Committee	Council Chambers
3/23	Monday	6:30 p.m.	DRB Panel B	Council Chambers
3/24	Tuesday	6:00 p.m.	Metro Community Enhancement Committee Meeting	City Hall
3/25	Wednesday	6:30 p.m.	Library Board	Library
3/30	Monday	6:00 p.m.	Metro Community Enhancement Committee Meeting	City Hall

Community Events:

2/1-2/29 Food for Fines at the Library

2/22 Tax Help at the Library, 10:00 a.m. – 2:00 p.m.

2/25 History Pub at McMenemy's Old Church, 6:30 p.m. – 8:00 p.m.

2/28 Daddy Daughter Dance at Community Center, 7:00 p.m. – 9:00 p.m.

2/29 Tax Help at the Library, 10:00 a.m. – 2:00 p.m.

3/24 Long Term Care 101 at the Community Center, 10:00 a.m. – 11:30 a.m.

3/31 History Pub at McMenemy's Old Church, 6:30 p.m. – 8:00 p.m.

4/4 State Rep. Neron Wilsonville Town Hall at the Library, 10:30 am. – 1:00 p.m.

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



CITY COUNCIL MEETING STAFF REPORT

<p>Meeting Date: February 20, 2020</p>	<p>Subject: Resolution No. 2777 A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Construction Contract with K & E Excavating, Inc. for the French Prairie Road Phase II Project (Capital Improvement Projects 2500, 4500, and 7500).</p> <p>Staff Member: Mike Nacrelli, PE, Civil Engineer</p> <p>Department: Community Development</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p>	<p>Comments: N/A</p>
<p>Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.</p>		
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>		
<p>Project / Issue Relates To:</p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities: Expand and Maintain High Quality Infrastructure</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s): Charbonneau Consolidated Improvement Plan</p>	<p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving the public bid process, accepting the lowest responsible bidder, and awarding a construction contract to K&E Excavating, Inc. in the amount of \$1,984,750 for the construction of the French Prairie Road Phase II Project.

EXECUTIVE SUMMARY:

The French Prairie Road Phase II Project will repair, rehabilitate, and replace approximately 2,900 lineal feet of storm sewer pipe, between 4" and 36" in diameter, and approximately 1,800 lineal feet of sanitary sewer pipe, between 8" and 30" in diameter, within the Charbonneau District. Upon completion of the utility work, French Prairie Road will receive a new asphalt concrete surface within the limits of the Project. Attachment 1 includes a map of the project locations.

The Charbonneau Consolidated Improvement Plan, adopted on August 4, 2014, ranked French Prairie Road Phase II as the first Complete Repair project to be implemented upon completion of the High Priority Spot Repairs. The last of the High Priority Spot Repairs was completed in November 2018.

The City received seven (7) bids by the February 6, 2020 deadline (see Attachment 2 for bid summary). of which K&E Excavating, Inc. submitted the lowest responsive bid.

EXPECTED RESULTS:

Repair, rehabilitate, and replace approximately 2,900 lineal feet of storm sewer pipe and approximately 1,800 lineal feet of sanitary sewer pipe and repave approximately 1,550 lineal feet French Prairie Road within the Charbonneau District.

TIMELINE:

Construction is expected to begin March 9, 2020 with a final completion date scheduled for December 31, 2020.

CURRENT YEAR BUDGET IMPACTS:

The sewer portion, Capital Improvement Project #2500 is funded through sewer operating fees. The amended FY 2019-20 Wilsonville budget includes \$347,709.00 for construction, contract administration, and overhead for the entirety of the sewer work. The sewer portion of the construction contract is estimated at \$335,947.50, within the budgeted amount.

The streets portion, Capital Improvement Project #4500 is funded through the street maintenance fees. The amended FY2019-20 Wilsonville budget includes \$441,984.00 for construction, contract administration and overhead for the entirety of the road maintenance work. The street portion of the construction contract is estimated at \$373,108.50, within the budgeted amount.

The storm portion, Capital Improvement Project #7500 is funded through storm operating fees. The amended FY 2019-20 Wilsonville budget includes \$1,986,215.00 for construction, contract administration and overhead for the entirety of the storm drainage work. The storm portion of the construction contract is estimated at \$1,275,694.00, within the budgeted amount.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 2/10/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 2/12/2020

COMMUNITY INVOLVEMENT PROCESS:

A public open house was held on Tuesday, February 26, 2019 for community members to review and comment on the type of construction to be utilized and the proposed project schedule.

Residents and businesses located within the project area received notice of the open house via mailers, as well as articles published in the Boones Ferry Messenger and The Charbonneau Villager. Twelve interested persons attended the meeting, and the project team was able to address concerns raised during the meeting.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The Charbonneau community will benefit from the project by replacing aging and deficient infrastructure with materials designed to remain in good working condition for the next 75 years or more.

ALTERNATIVES:

City staff considered a number of design and phasing alternatives as part of this utility repair and replacement project. The design includes Cured-In-Place Pipe (CIPP), a trenchless method of pipe repair, where feasible to minimize the amount of open trench construction and lessen construction impacts on the community. Where open trench construction is necessary, new sections of pipeline are located as to minimize impacts to mature landscaping as much as possible.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Project Location Map
2. Bid Summary
3. Resolution No. 2777
 - A. French Prairie Road Phase II Construction Contract

ATTACHMENT 1

FRENCH PRAIRIE ROAD PHASE II



ATTACHMENT 2

BID SUMMARY								
CHARBONEAU UTILITY REPAIR: FRENCH PRAIRIE RD PHASE II					ENGINEER'S ESTIMATE: \$2.4 M			
OWNER: CITY OF WILSONVILLE					PREPARED BY: CITY OF WILSONVILLE			
OPENING DATE: FEBRUARY 6, 2020 @ 2:00 PM								
Order Opened	Bidder:	Envelope marked: (y/n)	First Tier Sub-Con. (y/n)	Adden. 1-3 (y/n)	Prop. Signed (y/n)	Bid Bond (y/n)	Bid Amount:	Appar. Status:
1	Braun Construction	Y	Y	Y	Y	Y	\$1,989,549.00	2
2	C & M Excavation & Utilities, LLC	Y	Y	Y	Y	Y	\$2,347,269.00	5
3	Canby Excavating, Inc.	Y	Y	Y	Y	Y	\$2,374,984.00	6
4	Emery & Sons Construction Group	Y	Y	Y	Y	Y	\$2,226,694.00	3
5	K & E Excavating	Y	Y	Y	Y	Y	\$1,984,750.00	1
6	M.L. Houck Construction Co.	Y	Y	Y	Y	Y	\$2,043,773.30	4
7	Moore Excavation, Inc.	Y	Y	Y	Y	Y	\$2,407,086.25	7

RESOLUTION NO. 2777

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH K&E EXCAVATING, INC. FOR THE FRENCH PRAIRIE ROAD PHASE II PROJECT (CAPITAL IMPROVEMENT PROJECT #2500/4500/7500).

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #2500/4500/7500, known as French Prairie Road Phase II project (the Project); and

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

WHEREAS, seven bids were received and opened on February 6, 2020, and K&E Excavating, Inc. submitted a bid of \$1,984,750.00 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid and

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and K&E Excavating, Inc. submitted the lowest responsive and responsible bid.
2. The City of Wilsonville acting as the Local Contract Review Board authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with K&E Excavating, Inc. for a stated value of \$1,984,750.00.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of February 2020, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

A. French Prairie Road Phase II Construction Contract

**CITY OF WILSONVILLE
CONSTRUCTION CONTRACT (CIP #2500/4500/7500)**

This Construction Contract (“Contract”) for the French Prairie Road Phase II Project (“Project”) is made and entered into on this _____ day of _____ 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **K & E Excavating, Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents”: Specifications and Contract Documents for French Prairie Road Phase II Project, dated January 8, 2020, including Plans, Details and design drawings [bound separately]; Contractor’s Bid dated February 6, 2020 submitted in response thereto; 2015 City of Wilsonville Public Works Standards, City of Wilsonville Special Provisions; Project Specific Special Provisions; Oregon Department of Transportation 2015 Oregon Standard Specifications for Construction; Special Provisions to ODOT Standards; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder is completed and accepted, or no later than December 31, 2020, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at Substantial Completion by no later than December 1, 2020, and at Final Completion by December 31, 2020. See **Section 23** for the definitions of Substantial Completion and Final Completion.

Section 3. Contractor's Work

3.1. Contractor will furnish all materials, labor, equipment, and supervision for replacement of storm pipe, installation of sanitary pipe, and other replacement and restoration of storm, sanitary, sewer, and street infrastructure within Charbonneau as more fully described in the Contract Documents ("Work").

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

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

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

Section 4. Contract Sum, Retainage, and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor a not to exceed price of ONE MILLION NINE HUNDRED EIGHTY FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$1,984,750.00) for performance of the Work ("Contract Sum"). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor's unit pricing and rates are set forth in Contractor's Bid, which is incorporated by reference herein.

4.2. During the course of Contractor's performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 24**.

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

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

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

4.6. Contractor's unit prices and Contract Sum are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

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

Section 5. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2020, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as

required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 6. Filing of Certified Statement

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

Section 7. Reports to Department of Revenue

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

Section 8. City's Rights and Responsibilities

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

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

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

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

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

Section 9. City's Project Manager

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

Section 10. Contractor's Project Manager

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

Section 11. Project Information

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

Section 12. Duty to Inform

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

notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Contractor shall neither constitute agreement with nor acquiescence to Contractor's statement or claim, nor constitute a waiver of any of the City's rights.

Section 13. Subcontractors and Assignments

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

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

Section 14. Contractor's Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. Subcontractor Requirements

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

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

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

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

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

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

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

Section 16. Environmental Laws

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

Federal environmental laws. Work required due to the finding of any such hazardous materials will require a written Change Order.

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
Port Districts
County Service Districts
Water Districts

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

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

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

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

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

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

Section 17. Indemnity

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

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

Section 18. Insurance

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

18.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities

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

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

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

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

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

18.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor’s liabilities hereunder in insurance coverages. Additional Insured coverage under Contractor’s Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage

shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Work contemplated under this Contract.

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

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

Section 19. Bonding Requirements

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

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

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

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

Section 20. Warranty

20.1. Contractor shall provide a full warranty for all Work for a period of two (2) years from the date of Final Acceptance of all Work.

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

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

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

Section 21. Early Termination; Default

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

21.1.1. By mutual written consent of the parties;

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

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

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

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

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

Section 22. Suspension of Work

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

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

23.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete, and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and the roads are fully functional and ready to use with only minor punch list items remaining that do not significantly impact road use. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within thirty (30) days thereof, and then a final walk-through will occur to confirm all punch list items have been completed. Final payment will occur upon completion of all punch list items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before December 1, 2020 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Section 23.3** and **Section 23.4** shall apply as liquidated damages for

every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

23.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the Work is not substantially completed within the time specified in the paragraph above, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion.

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

23.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of December 31, 2020, or any written extension thereof granted by the City, Contractor shall pay the City One Thousand One Hundred Dollars (\$1,100) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

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

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

Section 24. Contract Modification; Change Orders

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

the cost to the City over the agreed Contract Sum in **Section 4** of this Contract, or changes or modifies the Work described in the Contract Documents or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Contract, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

Section 25. Dispute Resolution

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

Section 26. Access to Records

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

Section 27. Property of the City

27.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Contractor under this Contract shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Contractor as creator of such work shall be conveyed to the City upon request without additional compensation.

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

Section 28. Notices

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

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

To Contractor: K & E Excavating, Inc.
Attn: Kerry Kuenzi
3871 Langley St. SE
Salem, OR 97317

Section 29. Miscellaneous Provisions

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

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

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

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

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

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

29.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

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

CONTRACTOR:

CITY:

K & E EXCAVATING, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 20, 2020	Subject: Resolution No. 2788 Adoption of Water Rates Staff: Cathy Rodocker, Finance Director Department: Finance	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: February 20, 2020 <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends that Council adopt Resolution No. 2788.		
Recommended Language for Motion: I move to approve Resolution No. 2788.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE CITY COUNCIL:

Adopting updated water rates and a new residential water rate structure.

EXECUTIVE SUMMARY:

The City of Wilsonville last reviewed the water rates in December 2013. A four year rate path was approved with Resolution 2447, with the last rate increase effective in January 2017. The City has not increased water rates since that time. Council began reviewing water rates in July 2019 and have discussed various rate structures over four different meetings.

A Cost of Service Analysis (COSA) was performed by the consultants Doug Gabbard and Wyatt Zimbelman from the FCS Group. The COSA involved analyzing historical expenses and projecting future cash flow needs to arrive at an annual revenue requirement. The components of this revenue requirement were then classified and allocated to the customer types to arrive at the proposed rates.

One of the primary points of conversation throughout the discussions with Council was how should the allocation of peak charges be reflected in the rates. After reviewing three rate structures, the rate structure which allocated the peak charges to the consumption fee was favored. Following Council’s direction, the rate structure proposed will have an increase in the consumption fee (as compared to existing rates) that reflects the inclusion of the peak charges.

The proposed water rates also includes a new residential rate structure. The City is in the process of implementing a new enterprise resource planning solution which will include a module specifically for utility billing. In January of next year, the implementation phase will begin with an anticipated go live date of September 1, 2021. It has been noted that the new system would not be able to implement the existing residential rate structures without extra time and cost added to the project. Staff has recommended changing the current structure to a more standard tier structure, one that will not require extra time and cost to build and maintain.

The current residential rate structure actually has two different rate structures. Residential water charges are billed a base fee plus Tier I Rates for the months of November through March. A second rate structure is in effect for the months of April through October. With the second rate structure, Tier I Rates include the units up to the customer’s winter average, plus an additional 3 units. All additional units are billed at the Tier II rates.

Current residential tiered rate structure:

SUMMER RATES		WINTER RATES	
Base Fee, includes first two units	\$20.45	Base Fee, includes first two units	\$20.45
Tier I: Winter Average + 3 Units	3.44/unit	Tier 1: Usage over 2 Units	3.44/unit
Tier II: Additional usage	5.76/unit		

Only one residential rate structure is included in the proposed monthly rate structure effective 5/1/2020 and is as follows:

Base Fee, includes first two units	\$16.59
Tier I: (3-8 units)	4.23/unit
Tier II: Over 8 units	6.13 /unit

This common tiered structure is used by many of our neighboring cities and water districts.

Staff recommends Council adopt a four year rate path with the increase effective each May 1, 2020. The rate schedule below represents the COSA rate structure over the next four years. Overall, the annual increases will result in a system wide increase in revenues of 3%. The following Table II will also be included in the resolution.

TABLE II CITY OF WILSONVILLE WATER USER FEES EFFECTIVE MAY 1, 2020						
Date Effective		1/1/2017	5/1/2020	5/1/2021	5/1/2022	5/1/2023
MINIMUM CHARGES FOR ALL CUSTOMERS						
Meter Size	Monthly Quantity Allowance (ccf)	MONTHLY MINIMIM CHARGE				
5/8" x 3/4"	2	\$ 20.45	\$ 16.59	\$ 17.09	\$ 17.61	\$ 18.13
1"	2	\$ 22.58	\$ 19.18	\$ 19.76	\$ 20.34	\$ 20.96
1-1/2"	2	\$ 25.40	\$ 23.50	\$ 24.21	\$ 24.93	\$ 25.68
2"	2	\$ 33.18	\$ 28.68	\$ 29.54	\$ 30.43	\$ 31.34
3"	2	\$ 67.14	\$ 42.49	\$ 43.77	\$ 45.08	\$ 46.43
4"	2	\$ 111.70	\$ 58.03	\$ 59.77	\$ 61.56	\$ 63.41
6"	2	\$ 161.21	\$ 101.19	\$ 104.22	\$ 107.35	\$ 110.57
8"	2	\$ 217.80	\$ 152.98	\$ 157.57	\$ 162.30	\$ 167.17
10"	2	\$ 269.09	\$ 213.40	\$ 219.81	\$ 226.40	\$ 233.19
Bulk water		\$ 33.18	\$ 28.68	\$ 29.54	\$ 30.43	\$ 31.34
VOLUME CHARGES						
Customer Class	Volume Rate (\$/HCF)					
S-F Residential Tier 1	\$ 3.44	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23
S-F Residential Tier 2	\$ 5.76	\$ 6.13	\$ 6.13	\$ 6.13	\$ 6.13	\$ 6.13
Multifamily	\$ 3.70	\$ 3.89	\$ 3.99	\$ 4.08	\$ 4.18	
Commercial	\$ 3.59	\$ 3.90	\$ 4.07	\$ 4.25	\$ 4.45	
Industrial	\$ 3.65	\$ 3.89	\$ 4.10	\$ 4.32	\$ 4.55	
Irrigation	\$ 5.76	\$ 6.13	\$ 6.46	\$ 6.80	\$ 7.17	
Public	\$ 3.59	\$ 3.86	\$ 4.06	\$ 4.27	\$ 4.49	
Bulk water (Rate as of 1/1/20)	\$ 4.52	\$ 4.91	\$ 5.12	\$ 5.35	\$ 5.60	
FIRE SERVICE CHARGES						
All Customers per inch diameter of pipe	\$ 8.21	\$ 8.33	\$ 8.45	\$ 8.58	\$ 8.71	
Notes:	S-F Residential Tier 1 bills each ccf consumed between 3-8 ccf					
	S-F Residential Tier 2 bills each ccf consumed over 8 ccf					
All rates include 4% Franchise Fees						

Two specific items included in Table II above were not directly addressed in the COSA. Bulk water and fire charges were not reviewed by FCS Group. Being as Bulk Water fixed charges are based on a 2" commercial meter,-the Bulk Water volume charges are set to increase at the same per unit percentage increase as the commercial rate. Fire service charges are set to increase 1.5% each year.

In addition to the rate increases, several changes are also recommended to the prior resolutions. The major item is to correct the residential rate changes but other items are being updated as well. Please refer to Exhibit 2 to review the recommended changes.

EXPECTED RESULTS:

The adoption of the 2020 Water Rate Structure, along with the addition three year rate path, will provide the estimated funding required to meet the operations and capital needs, as noted.

TIMELINE:

Staff is targeting an effective date of May 1, 2020 as the first year of rate increases and new residential rate structure. Each of the three additional proposed rate increases will go into effect May 1 of each following year.

CURRENT YEAR BUDGET IMPACTS:

The new rate structure will increase the revenues collected for the last two months of the current fiscal year. The increase was not originally included in the revenue projections and will result in a slightly higher revenues that anticipated.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 2/4/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 2/12/2020

COMMUNITY INVOLVEMENT PROCESS:

Over 100 letters were sent to customers most effected by the proposed rate increases. A message was included on the top of each customer’s monthly billing statement with notification of the public hearing on February 20. The public notice was published twice in the Spokesman. On Monday, February 3, a representative from Swire Coke Cola contacted me with concerns with the rate increases. I have a phone meeting scheduled with their representatives for February 6, 2020 to discuss the topic in more detail.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The rate changes will provide the funding necessary to continue with the current and future water operations.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

EXHIBITS:

1. Resolution No. 2788
2. Water Rate Study

RESOLUTION NO. 2788

A RESOLUTION OF THE CITY OF WILSONVILLE ESTABLISHING AND IMPOSING JUST AND EQUITABLE USER FEES FOR THE CITY WATER SYSTEM; AMENDING RESOLUTION NOS. 1624 AND 2447; AND REPEALING RESOLUTION NOS. 1713, 1829, 1957, AND 2204.

WHEREAS, Wilsonville Code Section 3.100 requires all users of the City of Wilsonville's ("City") water system to conform to applicable ordinances and resolutions related to the use and distribution of water; and

WHEREAS, Wilsonville Code Section 3.108 allows the City Council to set, by resolution, water service rate, connection charges, and other fees, charges, and deposits, as is reasonable and prudent; and

WHEREAS, on March 20, 2000, the City Council approved Resolution No. 1624 that established system development charges and user fees relating to connection to and use of the City's water system; and

WHEREAS, the City Council approved Resolution Nos. 1713, 1829, 1957, and 2204 to periodically update the water user fees originally approved in Resolution No. 1624; and

WHEREAS, the City Council amended provisions of Resolution No. 1624 on December 2, 2013 pursuant to Resolution No. 2447; and

WHEREAS, Resolution No. 2447 also updated the water user fees, with the last rate increase under that Resolution effective in January 2017; and

WHEREAS, in May 2018, the City contracted with Financial Consulting Solutions Group, Inc. ("FCS Group") to review and revise the City's water user rates through a cost of service analysis, among other services; and

WHEREAS, the City currently charges a residential tiered rate structure separated into summer rate and winter rates; and

WHEREAS, other cities in the Portland-metro area generally do not employ water rate structures currently used by the City and the City's new Enterprise Resource Program Munis software does not support the City's current water rate structures; and

WHEREAS, through several work sessions, the City Council prefers one rate structure; and

WHEREAS, in order for water user rates to be consistent with increased costs and expenditures incurred, it is necessary to approve water user rates for the next four (4) years, through fiscal year 2022-23, and

WHEREAS, to cover capital and operations and maintenance costs of the City's water system, a system wide rate increase based on the cost of service analysis equal to an overall three (3) percent each May 1, beginning May 1, 2020, is appropriate and necessary; and

WHEREAS, in reviewing the findings and implementation provisions in Resolution No. 1624, as amended by Resolution No. 2447, further amendments are necessary to reflect current practices for imposing, collecting, and otherwise managing water user rates.

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

1. The above findings and the accompanying staff report for this Resolution No. 2788 are incorporated as if fully set forth herein.

2. Resolution Nos. 1713, 1829, 1957, and 2204 are hereby repealed.

3. Resolution No. 1624, as amended by Resolution No. 2447, is hereby further amended as follows:

3.1. PART I. DETERMINATIONS & FINDINGS, third sentence of paragraph B, is deleted and replaced with the following:

“The City Council has reviewed the proposed annual water rate increase of three (3) percent per year for the next three (3) years, beginning May 1, 2021, with the last increase occurring on May 1, 2023, and finds the proposed rate increases to be rational based to cover capital and operations and maintenance costs of the City's water system.”

3.2. PART II, ARTICLE I, USER FEES FOR WATER SERVICE, Section 1 is deleted and replaced with the following:

“Section 1. USER FEES WITHIN CITY.

The rates for domestic water consumption for residential commercial, and industrial users, as adjusted on the effective dates each year, are set forth in Table II below:

TABLE II CITY OF WILSONVILLE WATER USER FEES EFFECTIVE MAY 1, 2020

Date Effective		1/1/2017	5/1/2020	5/1/2021	5/1/2022	5/1/2023
MINIMUM CHARGES FOR ALL CUSTOMERS						
Meter Size	Monthly Quantity Allowance (ccf)	MONTHLY MINIMUM CHARGE				
5/8" x 3/4"	2	\$ 20.45	\$ 16.59	\$ 17.09	\$ 17.61	\$ 18.13
1"	2	\$ 22.58	\$ 19.18	\$ 19.76	\$ 20.34	\$ 20.96
1-1/2"	2	\$ 25.40	\$ 23.50	\$ 24.21	\$ 24.93	\$ 25.68
2"	2	\$ 33.18	\$ 28.68	\$ 29.54	\$ 30.43	\$ 31.34
3"	2	\$ 67.14	\$ 42.49	\$ 43.77	\$ 45.08	\$ 46.43
4"	2	\$ 111.70	\$ 58.03	\$ 59.77	\$ 61.56	\$ 63.41
6"	2	\$ 161.21	\$ 101.19	\$ 104.22	\$ 107.35	\$ 110.57
8"	2	\$ 217.80	\$ 152.98	\$ 157.57	\$ 162.30	\$ 167.17
10"	2	\$ 269.09	\$ 213.40	\$ 219.81	\$ 226.40	\$ 233.19
Bulk water		\$ 33.18	\$ 28.68	\$ 29.54	\$ 30.43	\$ 31.34
VOLUME CHARGES						
Customer Class	Volume Rate (\$/HCF)					
S-F Residential Tier 1	\$ 3.44	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23
S-F Residential Tier 2	\$ 5.76	\$ 6.13	\$ 6.13	\$ 6.13	\$ 6.13	\$ 6.13
Multifamily	\$ 3.70	\$ 3.89	\$ 3.99	\$ 4.08	\$ 4.18	\$ 4.18
Commercial	\$ 3.59	\$ 3.90	\$ 4.07	\$ 4.25	\$ 4.45	\$ 4.45
Industrial	\$ 3.65	\$ 3.89	\$ 4.10	\$ 4.32	\$ 4.55	\$ 4.55
Irrigation	\$ 5.76	\$ 6.13	\$ 6.46	\$ 6.80	\$ 7.17	\$ 7.17
Public	\$ 3.59	\$ 3.86	\$ 4.06	\$ 4.27	\$ 4.49	\$ 4.49
Bulk water (Rate as of 1/1/20)	\$ 4.52	\$ 4.91	\$ 5.12	\$ 5.35	\$ 5.60	\$ 5.60
FIRE SERVICE CHARGES						
All Customers per inch diameter of pipe	\$ 8.21	\$ 8.33	\$ 8.45	\$ 8.58	\$ 8.71	\$ 8.71
Notes:	S-F Residential Tier 1 bills each ccf consumed between 3-8 ccf					
	S-F Residential Tier 2 bills each ccf consumed over 8 ccf					
All rates include 4% Franchise Fees						

3.3. The first sentence of PART II, ARTICLE I, USER FEES FOR WATER SERVICE, Section 2 is deleted and replaced with the following:

“Monthly services outside the City limits shall be billed at double the normal rate indicated in Table II except as modified by other agreements (i.e., French Prairie Rest Area and City of Sherwood).”

3.4. PART II, ARTICLE I, USER FEES FOR WATER SERVICE, Section 6 is deleted and replaced with the following:

“Section 6. FIRE PROTECTION SERVICE CHARGES

Except for single-family dwelling units, fire service risers for fire protection will be charged monthly at the rate as indicated in Table II.

3.5. The second sentence of PART II, ARTICLE I, USER FEES FOR WATER SERVICE, Section 7 is deleted and replaced with the following:

“The City Council may, from time to time, including, but not limited to, its annual review, increase rates for domestic water consumption, giving due consideration to the increase in labor, material, and supply costs and the All Urban Consumers for West-Size Class A Consumer Price Index (CPI-U), or other index that replaces this index, not seasonally adjusted for the twelve (12) month period ending in June. The City Council may take action not to increase fees in any year the City Council deems it appropriate to do so.”

3.6. The third sentence of PART II, ARTICLE I, USER FEES FOR WATER SERVICE, Section 8 is deleted. The fifth sentence of Section 8 is deleted and replaced with the following:

“If a deposit is deemed necessary and cost effective by the Finance Director or designee, the application must be accompanied by a deposit in the amount determined by the Finance Director or designee, which amount will not be less than one (1) month’s water rate and not more than two (2) month’s water rate.”

3.7. PART II, ARTICLE II, BULK WATER RATE, Section 1, is deleted and replaced with the following:

“Section 1. RATES

All applicants for bulk water meters must comply with Wilsonville Code 3.102. All bulk water sold after the effective date of this Resolution will be billed at the rate indicated in Table II. Deposits will not be returned until

the final bill is paid in full and the bulk water meter has been returned and inspected by the City. Bulk water meters may only be used for City-approved purposes such as construction and street sweeping. Bulk water meters cannot be used for pools, ponds, or any other unapproved uses. For billing purposes, the applicant must either provide the portable meter to the City or submit a picture of the read on the bulk water meter and its serial number on a monthly basis. Bulk meters must be returned to the City pursuant to Wilsonville Code 3.102, and City staff will inspect the equipment issued. The applicant will be responsible for any damage or issue with the equipment.”

3.8. The first sentence of PART II, ARTICLE II, BULK WATER RATE, Section 2, is deleted and replaced with the following:

“The deposit(s) required for the use of portable water meters, fire hydrant wrenches, and fire hydrant valves by the applicant are provided in Wilsonville Code 3.102, if applicable, and as established by the Finance Director or designee, as stated in the application.”

3.9. The first sentence of PART II, ARTICLE II, BULK WATER RATE, Section 3, is deleted and replaced with the following:

“If the items described in Section 2 above are returned in good condition, a portion or all of the deposit, as determined by the Finance Director or designee, will be returned to the applicant.”

3.10. The fourth sentence of PART II, ARTICLE II, BULK WATER RATE, Section 4, is deleted and replaced with the following:

“Permit fees are listed in the permit application.”

3.11. The first sentence of PART II, ARTICLE V, APPEALS, PAYMENT COLLECTION, ENFORCEMENT AND DISCONNECTION PROCEDURE, Section 1, is deleted and replaced with the following:

“Except for appeals subject to Wilsonville Code 11.150, any person aggrieved by a ruling under, or interpretation of, the provisions of this resolution may submit, within thirty (30) days of the occurrence, a written appeal to the City Manager.”

3.12. PART II, ARTICLE V, APPEALS, PAYMENT COLLECTION, ENFORCEMENT AND DISCONNECTION PROCEDURE, Section 3, paragraph C is deleted and replaced with the following:

“C. Delinquent water service and service connection accounts shall bear interest from the day of delinquency at a rate of nine percent (9%) per annum, with a minimum of \$5.00 per month.”

3.13. PART II, ARTICLE V, APPEALS, PAYMENT COLLECTION, ENFORCEMENT AND DISCONNECTION PROCEDURE, Section 3, paragraph D is deleted and replaced with the following:

“D. All returned payments by a bank will be subject to a handling fee as set forth in the Finance Administrative Charges Fee Schedule.”

3.14. Reference to the “City’s Master Fee & Charges Schedule” in PART II, ARTICLE V, APPEALS, PAYMENT COLLECTION, ENFORCEMENT AND DISCONNECTION PROCEDURE, Sections 5, 6, 9, and 12 is deleted and replaced with “Finance Administrative Charges Fee Schedule.”

4. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of February 2020, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

- Mayor Knapp
- Council President Akervall
- Councilor Lehan
- Councilor West
- Councilor Linville

City of Wilsonville

WATER RATE STUDY

DRAFT REPORT

February 4, 2020

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FCS GROUP

Solutions-Oriented Consulting

TABLE OF CONTENTS

Section I.	Introduction	1
I.A.	Purpose	1
I.B.	Approach	1
Section II.	Rate Policy Framework	2
II.A.	Fiscal Policies	2
II.A.1.	Reserves	2
II.A.2.	Financial Performance Standards	2
Section III.	Revenue Requirement	4
III.A.	Background & General Methodology	4
III.B.	Operating Forecast	4
III.B.1.	Operating Revenue	4
III.B.2.	Operating Expenses	5
III.B.3.	Debt Service	6
III.C.	Capital Funding Plan	6
III.D.	Evaluation of Revenue Sufficiency	7
Section IV.	Cost-of-Service Analysis	9
IV.A.	Background & General Methodology	9
IV.B.	Functional Cost Allocation	9
IV.C.	Customer Class Cost Allocation	12
Section V.	Rate Design	15
V.A.	Objectives	15
V.B.	Existing Rates	15
V.C.	Cost Grouping	16
V.D.	Base Fees	16
V.E.	Consumption Fees	17
V.F.	FY 2019-20 Cost-of-Service Phase-in Rates	18
V.G.	Regional Comparison	19
Section VI.	Conclusion	20
VI.A.	Recommended Rate Plan	20
VI.B.	COS Rate Implementation	20

LIST OF TABLES

Table 1.	Capital Improvement Plan	7
Table 2.	Revenue Requirement Forecast	8
Table 3.	Allocation of Water System Assets	10
Table 4.	Functional Allocation of FY 2019-20 Revenue Requirement	12
Table 5.	FY 2019-20 Customer Class Allocations	13
Table 6.	FY 2019-20 Cost of Service	13
Table 7.	Cost-of-Service Phase-in Strategy	14
Table 8.	Existing Water Rate Schedule	15
Table 9.	FY 2019-20 Cost Grouping	16
Table 10.	FY 2019-20 Base Fee Unit Costs	17
Table 11.	FY 2019-20 Base Fees by Meter Size	17
Table 12.	FY 2019-20 Consumption Fees	18
Table 13.	FY 2019-20 Residential Tier Rates	18
Table 14.	FY 2019-20 Cost-of-Service Phase-in Rates	19
Table 15.	Regional Water Rate Comparison	19
Table 16.	FYs 2019-20 through 2037-38 Rate Plan	20
Table 17.	FYs 2019-20 through 2023-24 COS Rate Implementation Schedule	21

Section I. INTRODUCTION

I.A. PURPOSE

In 2018, FCS GROUP was engaged by the City of Wilsonville (City) to conduct a rate study for the water utility. The purpose of the study was to provide a rate forecast and financial plan targeting financial stability, revenue sufficiency, and customer equity over a twenty-year planning period.

I.B. APPROACH

The methods used to complete the study are based on analytical principles that are generally accepted and widely followed throughout the industry. These principles are designed to produce rates that equitably recover costs from each customer or class of customers by setting the appropriate level of revenue to be collected from rate payers and establishing a rate structure to equitably collect those revenues.

The key analyses completed as part of the rate study include:

- **Revenue Requirement.** This analysis identifies the total amount of rate revenue needed to cover the utility's capital investment needs, operating costs, debt service, and policy-driven commitments.
- **Cost of Service.** This analysis equitably distributes the revenue requirement to customer classes based on their relative demands and service characteristics.
- **Rate Design.** This analysis develops a rate structure that recovers the revenue requirement while addressing the City's pricing and cost-of-service objectives.

Throughout the study, we worked with the City to arrive at rate conclusions that meet forecasted utility financial obligations, achieve City goals and policies, comply with legal requirements, and adhere to industry best practices. Meetings were held with City staff to validate model inputs, review interim findings and receive policy direction.

Section II. RATE POLICY FRAMEWORK

II.A. FISCAL POLICIES

The financial plan is based on a framework of fiscal policies that promote the financial integrity and stability of the utility as a standalone enterprise. The ensuing discussion provides a brief summary of the key policies incorporated in this analysis.

II.A.1. Reserves

Like any business, a municipal utility requires certain minimum levels of cash reserves to operate. These reserves address the variability and timing of revenues and expenses as well as occasional disturbances in activities. Given the City's responsibility to provide essential services to its customers at a certain standard, protection against financial disruption is even more important than it would be for private-sector or non-essential counterparts. In addition, a defined reserve structure serves to maintain appropriate segregation of funds and promote the use of resources for their intended purposes. This analysis assumes the following structure of funds for the utility:

- **Operating Reserve.** This reserve provides an unrestricted fund balance to accommodate short-term revenue and expense cycles, addressing unanticipated expenses or revenue shortfalls. This study incorporates the City's adopted budget target of 20% (73 days) of operating expenses.
- **Capital Contingency Reserve.** Maintaining an appropriate segregation of operating and capital resources, this reserve includes funds explicitly designated for capital purposes such as grants received, debt proceeds, and capital funding generated through rates. No minimum target is designated for this fund.
- **System Development Charge Reserves.** Revenue collected from reimbursement and improvement fees are held in their own respective reserves. These funds are used to pay for capital projects, with the improvement fee balance used only for projects that expand the capacity of the system.
- **Restricted Bond Reserve.** Revenue bond covenants typically require a restricted reserve as a security measure for the bondholders. The covenants specify the minimum balance, which is generally based on annual debt service or a percentage of the amount issued. A reserve equal to one year's annual debt service is funded as part of any revenue bond issuances forecast in this study.

II.A.2. Financial Performance Standards

This analysis evaluates the sufficiency of the utility's revenues to meet its financial obligations, including operation and maintenance (O&M) expenses, rate-funded capital needs, and any other

policy-based requirements. It determines the amount of revenue needed in a given year to meet that year's expected financial obligations, in the context of two revenue sufficiency tests:

- **Cash Flow Sufficiency Test.** The cash flow test determines whether annual revenues are sufficient to cover the known cash requirements for each year of the planning period. These cash requirements typically include O&M expenses, debt service payments, rate-funded capital outlays, and any additions to reserve balances.
- **Coverage Test.** The coverage test evaluates the utility's ability to meet applicable bond coverage requirements, as specified by bond covenants or internal debt policies. The coverage test evaluates revenues and expenses somewhat differently than under the cash test. For the coverage test, obligations include operating expenses, revenue bond debt service, and the incremental debt service coverage policy. In addition to rate revenues included in the cash test, the coverage test allows for the inclusion of non-operating interest earnings from all utility reserves and might also allow for annual system development charge revenues depending on bond covenants. This test generally does not allow for the use of fund balances in meeting annual coverage obligations.

In determining the annual revenue requirement, the test with the greatest deficiency generally drives the rate increase in any given year. The City can temporarily waive the requirements of the cash flow test as part of a conscious decision to phase in rate increases, as long as its reserve balances are sufficient to absorb the resulting cash flow deficit. The coverage test, however, must always be met as failure to do so may result in a downgrading of the City's bond rating.

Section III. REVENUE REQUIREMENT

III.A. BACKGROUND & GENERAL METHODOLOGY

The revenue requirement is the amount of revenue that a utility's rates must generate in order to meet its various financial obligations. This analysis serves as a means of evaluating the utility's fiscal health and adequacy of current rate levels, also setting the revenue basis for near-term and long-term rate planning. The rate revenue requirement is defined as the net difference between total revenue needs and the revenue generated through non-rate sources – therefore, the revenue requirement analysis involves defining and forecasting both needs and resources.

III.B. OPERATING FORECAST

The operating forecast focuses on annual expenses incurred to operate, maintain, and manage the water utility, as well as the revenues collected under the City's existing rates. The forecast used in this study is largely based on the fiscal year (FY) 2018-19 budget, with adjustments provided by City staff to incorporate known or estimated future revenues and expenditures for some specific line items. The key assumptions and inputs used to develop the operating forecast are described in further detail below.

III.B.1. Operating Revenue

- **Customer Growth.** This analysis uses two separate customer growth assumptions identified by the City: growth in customer accounts of 2.90% per year and an annual reduction in per capita water consumption of 1.00%. The combined effect of these assumptions is annual growth in water consumption of 1.87%.
- **Rate Revenue.** The forecast of rate revenue is derived by applying the growth rates to the City's billing statistics from FY 2017-18.
- **SDC Revenue.** SDC revenues in this forecast are based on growth in customer accounts and an annual inflationary increase of 3.0% to the City's existing SDCs.
- **Non-Rate Revenue.** The forecast of other operating revenues is generally based on the FY 2018-19 budget, with no escalation assumed on all revenues except for Sherwood User Charges, which are escalated based on the City's treatment plant operations contract with Veolia.
- **Investment Income.** The forecast of investment income applies investment yields of 0.5% to the utility's projected fund balances.

- **Interfund Loans.** The water utility currently receives annual loan repayments from the City's road and stormwater funds, with these payments scheduled to end after FY 2020-21.

III.B.2. Operating Expenses

The forecast of operating expenses is generally based on the FY 2018-19 Budget with adjustments for future cost escalation:

- **Labor.** Assumed to grow by 2.0% per year based on the Employment Cost Index (ECI) Wages and Salaries cost index.
- **Benefits.** Assumed to grow by 3.0% per year based on the ECI Benefits cost index.
- **Labor Additions.** Based on staff input, there will be one full-time equivalent (FTE) added in FY 2020-21 followed by a second in FY 2022-23. The combined impact of these additions is about \$200,000 per year.
- **Transfers Out to Building Capital Fund.** Based on staff input, transfers out to the City's building capital fund will end after FY 2018-19.
- **Electricity Costs.** Assumed to grow with both general cost inflation and total growth in water consumption.
- **Chemical Costs.** Assumed to vary biennially per staff, with two years of inflation applied every other year (i.e. \$505,000 in FY 2017-18, \$815,000 in FY 2018-19, \$535,000 in FY 2019-20).
- **Water Treatment Plant Contractual Services.** Escalated based on the existing contract with Veolia, the City's treatment plant operator.
- **Machinery & Equipment Capital Outlays.** Assumed to grow with construction cost inflation at 3.0% per year.
- **AMI Implementation and Maintenance.** Based on staff input, Advanced Metering Infrastructure (AMI) technology will be implemented from FYs 2020-21 through 2023-24 at an average cost of \$265,000 per year, with maintenance costs of \$40,000 per year beginning in FY 2020-21 and continuing for the remainder of the forecast.
- **Meter Installations.** Based on staff input, a meter installation program of about \$88,000 per year will begin in FY 2020-21 and continue for the remainder of the forecast.
- **Franchise Fee.** Computed based on projected rate revenue and the prevailing franchise fee of 4.0%.
- **Other Costs.** Assumed to grow by 3.0% per year based on the 2017 average of the Consumer Price Index (CPI) West cost index.

- **Debt Service.** Any revenue bond debt issuance included in the following scenarios is assumed to be repaid over a twenty-year period at a 4.0% interest rate with 1.0% issuance costs.

III.B.3. Debt Service

The water utility has one outstanding loan:

- **2007 Full Faith & Credit Refunding Bond.** Annual payments of about \$765,000 from FYs 2018-19 through 2020-21.

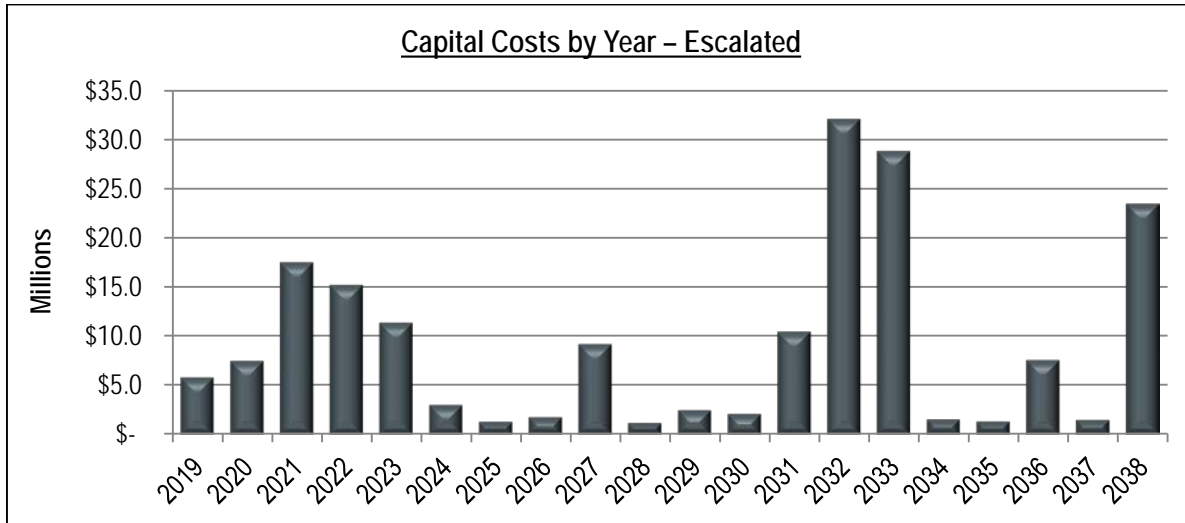
III.C. CAPITAL FUNDING PLAN

The capital funding plan involves projecting annual capital project expenditures and developing a strategy to fund those expenditures. The capital funding strategy considers available cash from rates, SDC revenues, available cash balances in the capital reserves, and if necessary, debt. The capital costs considered in this study were compiled from the following sources:

- **2012 Water System Master Plan.** These projects total \$14.8 million and were provided in 2012 dollars.
- **2017 Willamette River Water Treatment Plant Master Plan Update.** These projects total \$58.5 million and were provided in 2017 dollars.
- **FY 2018-19 Budget.** The City's most recent budget provided a capital forecast of \$52.5 million, already escalated to the year of construction.
- **2013 Charbonneau Consolidated Improvement Plan.** These projects total \$7.4 million and were provided in 2013 dollars.
- **Staff Additions.** An additional \$4.5 million in projects were identified by staff and were already escalated to the year of construction.

Except for the budgeted capital and staff additions, all projects were escalated to the year of construction at a rate of 3.0% per year. Most of the capital plan consists of capacity expansions and related repairs to the Willamette River Water Treatment Plant (WRWTP), with the remaining projects related to distribution, well, and reservoir improvements and replacements. **Table 1** summarizes the twenty-year capital plan.

Table 1. Capital Improvement Plan



Funding for the identified capital plan is provided by the following sources:

- **Intergovernmental Payments.** Because the WRWTP provides supplemental capacity to the City of Sherwood, that city contributes one third of the WRWTP capital costs. In total, \$37.3 million of the capital plan is expected to be paid for with non-City of Wilsonville funds.
- **System Development Charges.** SDC revenue provides \$36.4 million in funding for the capital plan, with improvement fee revenues used only for projects that were identified as increasing the capacity of the system.
- **Cash Resources.** Available cash from the City’s existing capital reserves and the annual transfer of operating funds in excess of the minimum operating fund target combine to provide \$67.5 million in funding for capital projects.
- **Revenue Bond Financing.** The utility’s cash resources are expected to be sufficient to cover the capital plan until FY 2021-22, when this forecast projects a revenue bond issuance of \$13.9 million. Additional issuances of \$24.1 million and \$6.0 million are forecast in FYs 2031-32 and 2035-36. The projected annual payments on these bonds are approximately \$1.1 million, \$1.9 million, and \$0.5 million.

III.D. EVALUATION OF REVENUE SUFFICIENCY

Table 2 summarizes the water utility’s twenty-year revenue requirement forecast.

Table 2. Revenue Requirement Forecast

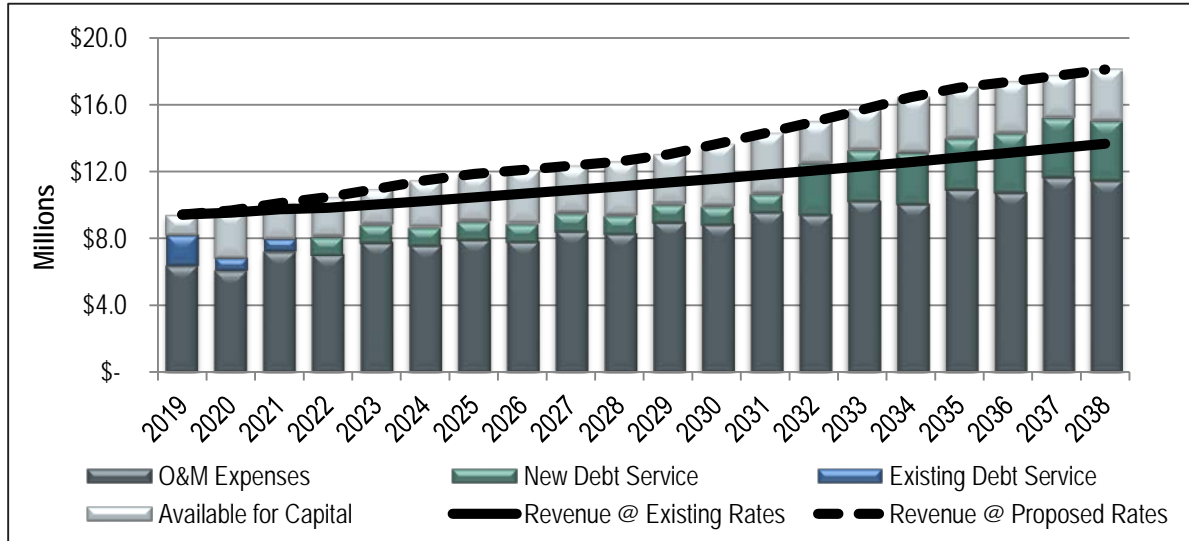


Table 2 indicates that the utility’s revenues at current rates are sufficient to fully cover the utility’s O&M expenses. However, rate increases are needed to meet capital funding requirements through both direct rate funding and debt service payments. The proposed financial plan contemplates annual rate increases of 3.0% from FYs 2019-20 through 2023-24, followed by a break in rate increases from FYs 2024-25 through 2027-28. 3.0% increases would resume from FYs 2028-29 through 2033-34, with no further increases required thereafter in the forecast period. Throughout the forecast, the utility averages an ending combined operating and capital fund balance of approximately \$6.5 million, which equates to 285 days of operating expenses. With the assumed use of new debt to support the capital plan, it is notable that these fund balances exceed the general recommendations from major bond rating agencies to maintain a combined operating/capital fund balance of at least 180 days of operating expenses.

Section IV. COST-OF-SERVICE ANALYSIS

IV.A. BACKGROUND & GENERAL METHODOLOGY

The cost-of-service analysis (COSA) provides the analytical basis for equitably recovering the forecasted revenue requirement from customers. The American Water Works Association (AWWA) recommends a two-tiered approach that involves first allocating costs to functions of service, and then to customers based on their demand characteristics and service requirements.

IV.B. FUNCTIONAL COST ALLOCATION

The functional cost allocation involves allocating the detailed line items that comprise the utility's revenue requirement to functions of service. While certain line items may be directly attributable to a specific service function, many are not and must be allocated to functions based on an allocation of system assets or some other metric. The specific allocations are discussed in further detail below.

The water utility's revenue requirement is allocated to the following functions:

- **Customer:** These are costs associated with establishing, maintaining, and serving water customer accounts. These costs generally do not depend on meter size or water usage.
- **Meters & Services:** These costs are associated with the installation and maintenance of water meters and services.
- **Base Capacity:** These costs relate to providing capacity to meet "base" or average water demands.
- **Peak Capacity:** These costs relate to providing additional capacity to meet incremental water demand during peak demand periods, which usually occur during the summer months.
- **Fire Protection:** These are the costs associated with operating and maintaining facilities that are used to provide fire protection services. This includes both facilities that are directly related to fire protection (e.g., hydrants) and facilities that are oversized to accommodate fire flow (e.g., mains, reservoirs, pump stations).

Given that not all cost accounts are readily separable between these functions, some of the water utility's operating costs and revenues are allocated based on an allocation of the water utility's fixed assets.

Table 3 summarizes the functional allocation of water system assets:

Table 3. Allocation of Water System Assets

Asset Category	Cost	Customer	Meters & Services	Base Capacity	Peak Capacity	Fire Protection
Meters & Services	\$ 9,700	0.00%	100.00%	0.00%	0.00%	0.00%
Supply	1,282,493	0.00%	0.00%	58.82%	41.18%	0.00%
Treatment	32,752,539	0.00%	0.00%	58.82%	41.18%	0.00%
Storage	2,821,107	0.00%	0.00%	51.67%	40.30%	8.03%
Pumping	309,981	0.00%	0.00%	58.82%	41.18%	0.00%
Water Mains	35,452,538	0.00%	0.00%	56.91%	39.84%	3.25%
Fire	112,173	0.00%	0.00%	0.00%	0.00%	100.00%
General Plant	1,386,597	0.00%	0.01%	57.51%	40.42%	2.05%
Total	\$74,127,127	\$0	\$9,885	\$42,633,856	\$29,962,605	\$1,520,781
% of Total		0.00%	0.01%	57.51%	40.42%	2.05%

The percentages shown in **Table 3** are derived in a more detailed allocation of the related assets to functions of service, and reflect the following assumptions:

- Section 2.2.5 of the 2012 Wilsonville Water System Master Plan (WSMP) indicates that the City’s water system exhibits a peak-hour demand that is 1.7 times its average-day demand. Consequently, $1 / 1.7 = 58.82\%$ of the water system’s supply, treatment, and pumping capacity is attributed to meeting base demands; the remaining 41.18% is attributable to meeting incremental peak demands.
- Reservoir capacity is allocated between functions based on the allocation of existing storage capacity shown in Chapter 3 of the WSMP. The 0.87 million gallons (MG) of operational storage capacity is allocated to base capacity; the 0.98 MG of peaking storage capacity is allocated to peak capacity. The 0.72 MG of fire-related storage is allocated to the fire protection function. The 6.40 MG of emergency storage capacity is split between base capacity and peak capacity using the “base/peak” split.
- Most of the costs associated with water mains are split between base and peak capacity using the “base/peak” split. Mains between 8” and 12” in diameter are assumed to be oversized by one size increment to accommodate fire flow (e.g. an 8” main could be a 6” main absent fire flow requirements). Based on estimated replacement cost per lineal foot of each size pipe diameter, the portion of costs attributable to the oversizing of these mains is allocated to fire protection.
- Fire-related assets (i.e. hydrants) are allocated 100% to fire protection and water meters & services are allocated 100% to the meters & services function.
- General plant is allocated based on the allocation of all other assets.

To the extent that water utility costs are not attributable to a specific function of service, they are split between functions using the asset allocations in **Table 3**. For example, the budgeted capital

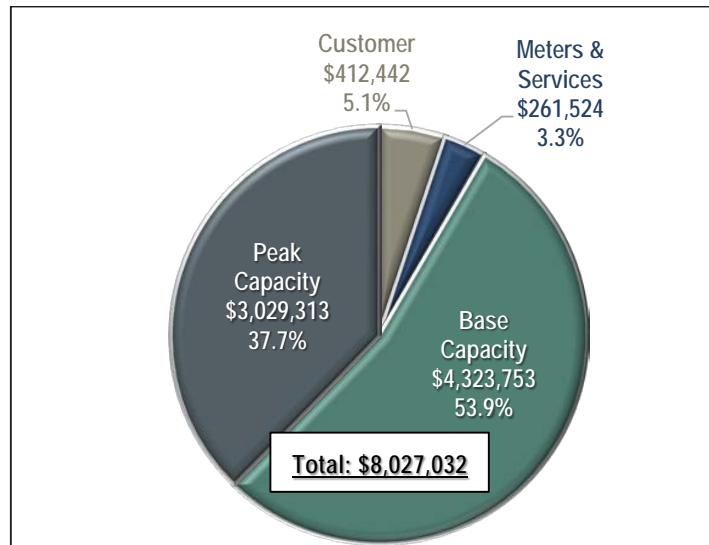
outlay for general machinery and equipment is allocated 0.01% to meters & services, 57.51% to base capacity, 40.42% to peak capacity, and 2.05% to fire protection based on the allocation of total plant-in-service.

The plant-in-service allocation provides a reasonable fallback allocation for costs whose function is not easily identifiable. However, the organization of the City's budget between distribution and treatment costs, along with input from staff, generally allowed for more specific cost allocations. The City's revenue requirement was allocated based on the following assumptions:

- **Personnel Services Costs.** The City provided a breakdown of utility staff activity for calendar year 2018, which is used to identify the cost of staff time spent on tasks such as meter installations and customer service. The remaining personal services costs are then allocated based on the allocation of water mains. The resulting allocation for all personnel costs is 17.92% to customer, 2.03% to meters & services, 43.96% to base capacity, 30.78% to peak capacity, and 5.31% to fire protection.
- **Water Distribution Materials and Services Costs.** Most distribution-related materials & services are allocated based on the water main allocation of 56.91% to base capacity, 39.84% to peak capacity, and 3.25% to fire protection. Office and postage supplies related to utility billing are allocated to the customer function, while meter-related costs (e.g. meter reading) are allocated to meters & services.
- **Treatment Costs.** Treatment-related costs are allocated based on the treatment allocation of 58.82% to base capacity and 41.18% to peak capacity.
- **Transfer to General Fund.** The utility billing portion of the water utility's transfer to the general fund is allocated to the customer function, with the remainder of the transfer allocated "as all others", meaning that the cost is allocated to each function based on the allocation of the rest of the revenue requirement.
- **Debt Service.** Annual debt service is allocated based on the allocation of plant-in-service.
- **Non-Rate Revenues.** Most non-rate revenues are allocated "as all others", with payments from the City of Sherwood for water treatment allocated as treatment and SDC revenue used for debt service allocated as plant-in-service.
- **Fire Fees.** This revenue is allocated to the fire protection function, completely offsetting the allocation of expenses to fire protection.

To minimize the rate impacts on the City's customers, staff requested that any findings from the COSA be phased in over a five-year period. Therefore, the COSA considers the revenue requirements from FYs 2019-20 through 2023-24. **Table 4** summarizes the functional allocation of the FY 2019-20 rate revenue requirement.

Table 4. Functional Allocation of FY 2019-20 Revenue Requirement



IV.C. CUSTOMER CLASS COST ALLOCATION

Once the revenue requirement is split into functions of service, the next step is to allocate each function to customer classes based on their relative demands and service characteristics. The following principles guided the allocation of the water rate revenue requirement to the City's customer classes:

- **Customer Costs:** Because these costs do not vary based on meter size or water usage, they are allocated to classes based on the number of customer accounts in each class.
- **Meters & Services Costs:** To reflect the fact that meters of larger sizes are more costly to install and maintain than smaller meters, these costs are allocated to classes based on the number of meter service equivalents (MSEs). The American Water Works Association has established a scale of MSEs based on factors such as service pipe and materials used for each meter size.
- **Base Capacity Costs:** These costs are allocated based on monthly average water use.
- **Peak Capacity Costs:** These costs are allocated to customer classes based on their water usage during the system's peak month, in this case September.

This analysis uses projected customer counts and usage statistics to allocate the water utility's costs to classes as described above. These statistics are based on FY 2017-18 billing data, which is adjusted for anticipated growth to project statistics for each year that rates are designed for.

Table 5 shows the breakdown of projected customer statistics for FY 2019-20 and resulting class allocations for each function.

Table 5. FY 2019-20 Customer Class Allocations

	Customer	Meters & Svcs	Base Capacity	Peak Capacity
Allocation Basis	Accounts	MSEs	Avg. Month Use	Peak Month Use
Projected Metrics:				
Residential	5,526	5,587	38,162 ccf	67,530 ccf
Multifamily	475	1,095	22,002 ccf	23,542 ccf
Commercial	344	772	13,337 ccf	17,505 ccf
Industrial	89	289	15,573 ccf	19,437 ccf
Public	38	170	5,074 ccf	6,252 ccf
Irrigation	425	778	31,960 ccf	116,787 ccf
Total	6,896	8,692	126,108 ccf	251,053 ccf
Percent of Total:				
Residential	80.1%	64.3%	30.3%	26.9%
Multifamily	6.9%	12.6%	17.4%	9.4%
Commercial	5.0%	8.9%	10.6%	7.0%
Industrial	1.3%	3.3%	12.3%	7.7%
Public	0.6%	2.0%	4.0%	2.5%
Irrigation	6.2%	9.0%	25.3%	46.5%
Total	100.0%	100.0%	100.0%	100.0%

Table 6 summarizes the findings of the cost-of-service analysis for FY 2019-20, showing cost recovery under the existing rate structure for comparative purposes.

Table 6. FY 2019-20 Cost of Service

Customer Class	FY 2019-20 Revenue Under COS Rates					Existing Rates	% Adj. to COS
	Customer	Meters & Services	Base Capacity	Peak Capacity	Total (COS)		
Residential	\$ 330,512	\$ 168,097	\$1,308,435	\$ 814,844	\$2,621,888	\$2,770,175	-5.4%
Multifamily	28,383	32,942	754,360	284,063	1,099,747	1,099,394	0.0%
Commercial	20,563	23,240	457,276	211,223	712,302	663,497	+7.4%
Industrial	5,308	8,700	533,926	234,537	782,470	711,043	+10.0%
Public	2,275	5,127	173,958	75,439	256,798	235,248	+9.2%
Irrigation	25,402	23,418	1,095,799	1,409,207	2,553,826	2,313,877	+10.4%
Total	\$ 412,442	\$ 261,524	\$4,323,753	\$3,029,313	\$8,027,032	\$7,793,235	+3.0%

Table 6 shows that interclass adjustments are warranted. In particular, the COSA suggests that residential and multifamily customers are overpaying relative to their allocated cost of service while the City's other customers have been underpaying. To facilitate a logical progression of charges over time, the proposed five-year phasing strategy contemplates increases that are lower than 3.0% for residential and multifamily customers, with greater than 3.0% increases for all other customers.

Exhibit 7 summarizes the phasing strategy developed in this analysis:

Table 7. Cost-of-Service Phase-in Strategy

Customer Class	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Residential	0.00%	1.11%	1.15%	1.18%	1.22%
Multifamily	2.50%	2.50%	2.50%	2.50%	3.00%
Commercial	4.25%	4.25%	4.25%	4.25%	3.00%
Industrial	5.25%	5.25%	5.25%	5.25%	3.00%
Public	5.00%	5.00%	5.00%	5.00%	3.00%
Irrigation	5.25%	5.25%	5.25%	5.25%	3.00%
Total Increase	2.90%	3.34%	3.38%	3.42%	2.42%
Revenue Requirement	3.00%	3.00%	3.00%	3.00%	3.00%

At the completion of the five-year phasing strategy shown in **Table 7**, all customer classes will have reached their allocated cost of service. Any further rate increases would be applied “across-the-board” or equally to all customer classes until the next rate review.

Section V. RATE DESIGN

The final stage of the rate study is the design of a rate structure that collects the appropriate level of revenue for each customer class, as determined by the cost-of-service phase-in strategy. While we presented several rate structure alternatives to the City, this section documents the rate structure that the City chose to advance for adoption.

V.A. OBJECTIVES

Several objectives were considered when designing rates for each customer class:

- **Affordability.** Provide affordable water to low-use residential customers (e.g. seniors).
- **Conservation.** Encourage efficient usage of water.
- **Revenue Stability.** Be able to control and predict revenue, regardless of external factors.
- **Understandability.** Keep rates simple to administer and explain to customers.

V.B. EXISTING RATES

The City's existing rate structure charges each customer a fixed monthly fee based on the size of their meter, with higher charges for larger meters. Water usage is billed in units of 100 cubic feet (ccf), with a monthly allowance of 2 ccf included in each customer's base fee. For each additional ccf of water used, nonresidential customers pay a consumption fee that is unique to each customer class. Residential customers pay the same amount per ccf during the winter months, regardless of how much water they use, but during the summer months they are charged a higher tier II rate for usage beyond their winter average plus 3 ccf. **Table 8** summarizes the existing rate structure.

Table 8. Existing Water Rate Schedule

Base Fee (Includes 2 ccf)	Monthly Rate	Consumption Fee	Per ccf
5/8" x 3/4"	\$20.45	Residential Tier I	\$3.44
1"	\$22.58	Residential Tier II	\$5.76
1-1/2"	\$25.40	Multifamily	\$3.70
2"	\$33.18	Commercial	\$3.59
3"	\$67.14	Industrial	\$3.65
4"	\$111.70	Public	\$3.59
6"	\$161.21	Irrigation	\$5.76
8"	\$217.80		
10"	\$269.09		

V.C. COST GROUPING

The first step in designing rates is deciding how to balance revenue recovery between the base fee and the consumption fee. The functions of service identified in the cost-of-service analysis are grouped into three main rate components or unit costs:

- **Account Charge.** The account charge is the basic charge per customer account, regardless of meter size.
- **Meter Charge.** The meter charge captures the difference in cost to provide water service to customers with larger meters. The meter charge creates the difference between the base fee for 5/8" x 3/4" customers and 10" customers.
- **Consumption Charge.** The consumption or volume charge represents the cost per unit (ccf) of water used.

Based on the input of staff and the City Council, the revenue requirement for FY 2019-20 was grouped as shown in **Table 9**.

Table 9. FY 2019-20 Cost Grouping

Customer Class	Customer	M&S	Base	Peak	Total
Cost Allocation	\$429,744	\$269,511	\$4,322,407	\$2,997,828	\$8,019,490
Account Charge	100%	-	-	-	\$429,744
Meter Charge	-	100%	-	-	\$269,511
Consumption Charge	-	-	100%	100%	\$7,320,235

The cost groupings shown above represent a logical grouping of the system's costs. All customer costs are divided equally among the number of accounts served by the utility, just as they were in the cost-of-service analysis. Meters & services costs, which represent the incremental costs created by larger water meters, are recovered through a meter charge that is higher for those customers with larger meters. The consumption charge collects all base and peak capacity costs, tying most of the cost recovery directly to the amount of water used by customers.

V.D. BASE FEES

Costs grouped as account or meter charges are recovered through fixed monthly charges, also known as base fees. Because the City's base fees include a 2 ccf usage allowance, the consumption unit cost of 2 ccf is added to the account charge. **Table 10** shows the base fee unit costs generated by the cost grouping decisions and city-wide customer billing statistics:

Table 10. FY 2019-20 Base Fee Unit Costs

	Account	Meter	Allowance
Allocated Costs	\$429,744	\$269,511	\$7,320,235
Units	6,896 accounts	13,009 MCEs	1,513,296 ccf
Monthly Unit Cost	\$5.19	\$1.73	\$4.84 x 2 = \$9.67

The sum of the account, allowance, and meter charges determines the base fee for a 5/8" x 3/4" customer, the smallest meter size served by the utility. The next step is to "scale up" the meter charge, multiplying the \$1.73 unit cost by a series of Meter Capacity Equivalent (MCE) factors representing the difference in cost of service for larger meters. The American Water Works Association provides the meter factors used in **Table 11** to calculate the monthly base fee by meter size.

Table 11. FY 2019-20 Base Fees by Meter Size

Meter Size	MCE Factor	Account Charge	Meter Charge	Monthly Base Fee
5/8" x 3/4"	1.0	\$14.87	\$1.73	\$16.59
1"	2.5	\$14.87	\$4.32	\$19.18
1.5"	5.0	\$14.87	\$8.63	\$23.50
2"	8.0	\$14.87	\$13.81	\$28.68
3"	16.0	\$14.87	\$27.62	\$42.49
4"	25.0	\$14.87	\$43.16	\$58.03
6"	50.0	\$14.87	\$86.32	\$101.19
8"	80.0	\$14.87	\$138.11	\$152.98
10"	115.0	\$14.87	\$198.54	\$213.40

V.E. CONSUMPTION FEES

In the interest of both the "understandability" objective discussed above and consistency with the existing rate structure, the City determined that base fees should continue to be equal for all customer classes. Therefore, all cost-of-service differences must be collected from the consumption fees. To determine the proper charge, the calculated base fees were applied to each customer class' projected billing statistics to calculate the projected base fee revenue by class. This base fee revenue is subtracted from the cost-of-service phase-in revenue target for each class to determine the amount of revenue to be recovered in each class' consumption fee. **Table 12** demonstrates this calculation.

Table 12. FY 2019-20 Consumption Fees

Customer Class	COS Revenue Requirement (a)	Base Charge Revenue (b)	Required Consumption Revenue (a-b) (c)	Billable Usage (ccf) (d)	Calculated Consumption Charge (c ÷ d)
Residential	\$2,770,175	\$1,105,127	\$1,665,048	336,267	\$4.23/\$6.13
Multifamily	\$1,126,879	\$142,126	\$984,753	253,072	\$3.89
Commercial	\$691,696	\$96,086	\$595,610	152,886	\$3.90
Industrial	\$748,373	\$29,534	\$718,839	184,860	\$3.89
Public	\$247,011	\$14,304	\$232,707	60,237	\$3.86
Irrigation	\$2,435,355	\$112,618	\$2,322,737	379,065	\$6.13
Total	\$8,019,490	\$1,499,794	\$6,519,695	1,366,387	

Due to limitations of the City's new utility billing software, staff requested that an alternative be developed for the two-tier residential structure. Rather than charging customers based on their unique winter averages plus 3 ccf, the residential consumption tiers are now fixed for all customers with the tier II threshold set to 8 ccf, the city-wide residential winter monthly average plus 3 ccf. **Table 13** shows the distribution of customer bills, usage, and revenue in each tier.

Table 13. FY 2019-20 Residential Tier Rates

	Allowance	Tier I	Tier II
Tier Thresholds	0-2 ccf	3-8 ccf	> 8 ccf
Use in Block	121,680 ccf	208,846 ccf	127,421 ccf
% Bills in Block	18%	58%	24%
% Use in Block	27%	46%	28%
Tier Rate	\$0.00	\$4.23	\$6.13
Projected Revenue	\$0.00	\$884,038	\$781,010
Total Revenue			\$1,665,048

V.F. FY 2019-20 COST-OF-SERVICE PHASE-IN RATES

Table 14 summarizes the cost-of-service rates for FY 2019-20.

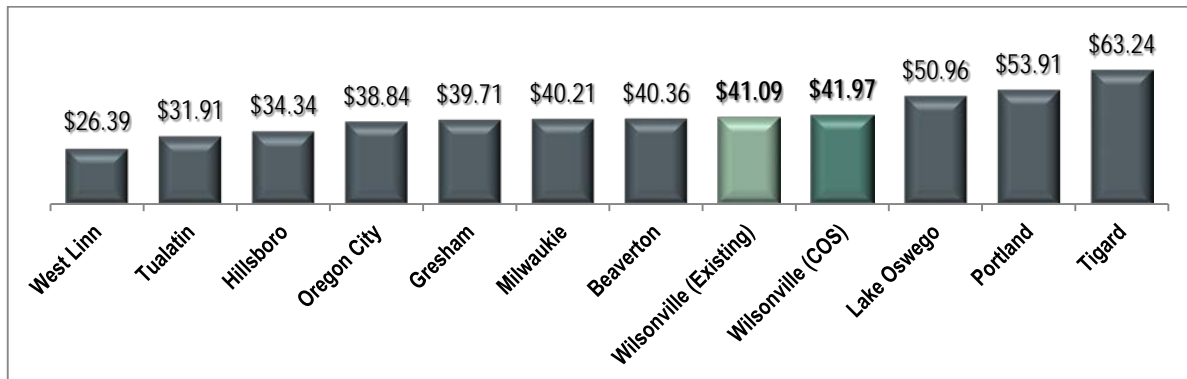
Table 14. FY 2019-20 Cost-of-Service Phase-in Rates

Base Fee (Includes 2 ccf)	Monthly Rate	Consumption Fee	Per ccf
5/8" x 3/4"	\$16.59	Residential Tier I	\$4.23
1"	\$19.18	Residential Tier II	\$6.13
1-1/2"	\$23.50	Multifamily	\$3.89
2"	\$28.68	Commercial	\$3.90
3"	\$42.49	Industrial	\$3.89
4"	\$58.03	Public	\$3.86
6"	\$101.19	Irrigation	\$6.13
8"	\$152.98		
10"	\$213.40		

V.G. REGIONAL COMPARISON

Table 15 compares the monthly bills in several comparable Oregon communities for an average residential customer using 8 ccf each month.

Table 15. Regional Water Rate Comparison



Section VI. CONCLUSION

VI.A. RECOMMENDED RATE PLAN

The recommended rate forecast achieves two objectives. The first is to meet the operating cost obligations of the utility. The second is to develop sufficient reserves for future capital expenditures while minimizing annual rate increases and overreliance on debt funding. **Table 16** summarizes the recommended rate plan.

Table 16. FYs 2019-20 through 2037-38 Rate Plan

	FYs 2019-20 through 2023-24	FYs 2024-25 through 2027-28	FYs 2028-29 through 2033-34	FYs 2034-35 through 2037-38
Annual Rate Adjustment	3.0%	0.0%	3.0%	0.0%

VI.B. COS RATE IMPLEMENTATION

Table 17 shows the recommended rate schedules for FYs 2019-20 through 2023-24. In order to maintain the same base fees for all customer classes, the base fees increase each year with the overall rate increase of 3.0% while the cost-of-service shifts are recovered by the consumption fees. These rates gradually shift the City's revenue collection towards the cost of service based on the phase-in strategy shown in **Table 7**, and by FY 2023-24 the City's rates would be fully within the cost of service. When rate increases resume in FY 2028-29, they would be applied "across the board," meaning rates for each class would increase proportionately.

Table 17. FYs 2019-20 through 2023-24 COS Rate Implementation Schedule

Rate Implementation Schedule	Existing FY 2018-19	COS FY 2019-20	COS FY 2020-21	COS FY 2021-22	COS FY 2022-23	COS FY 2023-24
System-Wide Rate Increase		3.0%	3.0%	3.0%	3.0%	3.0%
Base Fee (Includes 2 ccf)						
5/8" x 3/4"	\$20.45	\$16.59	\$17.09	\$17.61	\$18.13	\$18.68
1"	\$22.58	\$19.18	\$19.76	\$20.35	\$20.96	\$21.59
1-1/2"	\$25.40	\$23.50	\$24.21	\$24.93	\$25.68	\$26.45
2"	\$33.18	\$28.68	\$29.54	\$30.43	\$31.34	\$32.28
3"	\$67.14	\$42.49	\$43.77	\$45.08	\$46.43	\$47.82
4"	\$111.70	\$58.03	\$59.77	\$61.56	\$63.41	\$65.31
6"	\$161.21	\$101.19	\$104.22	\$107.35	\$110.57	\$113.89
8"	\$217.80	\$152.98	\$157.57	\$162.30	\$167.17	\$172.18
10"	\$269.09	\$213.40	\$219.81	\$226.40	\$233.19	\$240.19
Consumption Fee per ccf						
Residential Tier I	\$3.44	\$4.23	\$4.23	\$4.23	\$4.23	\$4.23
Residential Tier II	\$5.76	\$6.13	\$6.13	\$6.13	\$6.13	\$6.13
Multifamily	\$3.70	\$3.89	\$3.99	\$4.08	\$4.18	\$4.31
Commercial	\$3.59	\$3.90	\$4.07	\$4.25	\$4.45	\$4.58
Industrial	\$3.65	\$3.89	\$4.10	\$4.32	\$4.55	\$4.68
Public	\$3.59	\$3.86	\$4.06	\$4.27	\$4.49	\$4.63
Irrigation	\$5.76	\$6.13	\$6.46	\$6.80	\$7.17	\$7.39



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 20, 2020		Subject: Resolution No. 2789 Supplemental Budget Adjustment	
		Staff Member: Keith Katko, Assistant Finance Director	
		Department: Finance	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: February 20, 2020 <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends that Council adopt Resolution No. 2789.			
Recommended Language for Motion: I move to approve Resolution No. 2789.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A supplemental budget resolution for the FY2019/20 budget year.

EXECUTIVE SUMMARY:

Oregon's Local Budget Law (ORS 294.471 & 294.473) allows the Council to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. The supplemental budget adjustment and noticed hearing process followed herein can recognize expenditures that exceed 10% of the adopted budget expenditures or 15% of the adopted contingency in a fund, although the actual adjustment may be less.

This budget supplemental requests the adjustments under the following categories:

- Materials & Services (MS) requests including amounts for as indicated:
 - Bank Fees (credit card use) - \$154,000
 - Street Sweeping Contract: - \$100,000
 - Sidewalk Repair Program: - \$5,000
- Capital Outlay requests include amounts as indicated:
 - Community Center Kitchen Steamer - \$20,000
- Capital Improvement Project (CIP) requests include as indicated:
 - CIP#4214 Day Road Emergency Repair - \$85,000
 - CIP#4014 Road Maintenance Projects - \$73,000
 - CIP#1123 Water SDC Rate Study - \$8,800
- Net Zero Dollar transfers between projects:
 - Reclass of \$5,000 from CIP#8128 (Phone Replacement) to CIP#8122 (Copier Replacement)
- Beginning Fund Balance to actual prior year Ending Fund Balance, restatement adjustments:
 - Stormwater Operating Fund - \$624,958
 - Roads Maintenance Fund - \$2,406,053
 - Building Capital Projects Fund - \$201,146

EXPECTED RESULTS:

As stated in the Fiscal Management Policies, the City shall amend its annual budget in accordance with Oregon local budget law. The supplemental budget adjustment is adopted by the Council at a regularly scheduled meeting. Convening the budget committee is not required.

TIMELINE:

As required by Local Budget Law, a notice for the public hearing has been published not less than 5 days prior to regular meeting. The notice was published in the Wilsonville Spokesman on Wednesday, February 12, 2020. Adoption of the Supplemental Budget Adjustment is required prior to the end of the fiscal year, June 30, 2020.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 2/5/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 2/12/2020

COMMUNITY INVOLVEMENT PROCESS:

As required by Local Budget Law, a notice for the public hearing has been published in the Wilsonville Spokesman. The notice has also been published on the City's website. As the accompanying resolution is a budget adjustment, a public hearing must be part of the adoption process.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The amended budget provides for the delivery of services and construction of capital projects throughout the community.

ALTERNATIVES:

Not approving the attached supplemental budget could result in overspending current budget appropriations. The City is required to disclose all excess of expenditures over appropriations in the Comprehensive Annual Financial report.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2789
 - A. Need, Purpose and Amount: Detail By Fund & Category

RESOLUTION NO. 2789

**A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET
ADJUSTMENT FOR FISCAL YEAR 2019-20.**

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2019-20 by Resolution 2790; and,

WHEREAS, certain expenditures are expected to exceed the original adopted budget in some of the City's funds and budgetary transfers are necessary within these funds to provide adequate appropriation levels to expend the unforeseen costs; and,

WHEREAS, ORS 294.463 provides that a city may adjust appropriations within appropriation categories provided the enabling resolution states the need for the adjustment, purpose of the expenditure and corresponding amount of appropriation; and,

WHEREAS, all transfers from contingencies within the fiscal year to date that exceed fifteen percent (15%) of the fund's total appropriations, are included in the supplemental budget adjustment request; and,

WHEREAS, all expenditure transfers within the fiscal year to date in aggregate exceed ten percent (10%) of the fund's total expenditures, are included in the supplemental budget adjustment request; and,

WHEREAS, consistent with local budget law and based upon the foregoing, the staff report in this matter and public hearing input, the public interest is served in the proposed supplemental budget adjustment,

WHEREAS, to facilitate clarification of the adjustments in this resolution, Attachment A to this resolution provides a summary by fund of the appropriation categories affected by the proposed transfer of budget appropriation and the purpose of the expenditure.

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

The City amends and adjusts the estimated revenues and appropriations within the funds and categories delineated and set forth in Attachment A, attached hereto and incorporated by reference herein as if fully set forth.

This resolution becomes effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 20th day of February 2020 and filed with Wilsonville City Recorder this same date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Councilor President Akervall

Councilor Lehan

Councilor West

Councilor Linville

ATTACHMENT:

A. Need, Purpose and Amount: Detail By Fund & Category

ATTACHMENT A
NEED, PURPOSE AND AMOUNT: DETAIL BY FUND & CATEGORY

	Current Appropriations	Change in Appropriations	Amended Appropriations
General Fund			
Administration	\$ 1,876,424	\$ 5,000	\$ 1,881,424
Parks and Recreation	1,694,820	28,500	1,723,320
Library	2,199,281	500	2,199,781
Contingency	7,711,449	(34,000)	7,677,449
All other requirements	32,083,998	-	32,083,998
Net change in requirements	\$ 45,565,972	\$ -	\$ 45,565,972
Increase to Administration program is for the new community sidewalk repair initiative program. Increase to Parks and Recreation program is the replacement cost for steamer in the Community Center kitchen as well as bank fees. Library increase is for bank fees.			
Building Inspection Fund			
Building Inspection	\$ 1,418,949	\$ 23,000	\$ 1,441,949
Contingency	1,299,358	(23,000)	1,276,358
All other requirements	1,182,704	-	1,182,704
Net change in requirements	\$ 3,901,011	\$ -	\$ 3,901,011
Increase to Building Inspection program is for bank fees.			
Water Operating Fund			
Water Operations	\$ 1,668,923	\$ 12,000	\$ 1,680,923
Contingency	13,098,170	(12,000)	13,086,170
All other requirements	11,098,962	-	11,098,962
Net change in requirements	\$ 25,866,055	\$ -	\$ 25,866,055
Increase to Water Operations is for bank fees.			
Sewer Operating Fund			
Sewer Operations	\$ 1,067,424	\$ 11,000	\$ 1,078,424
Contingency	12,433,123	(11,000)	12,422,123
All other requirements	10,862,497	-	10,862,497
Net change in requirements	\$ 24,363,044	\$ -	\$ 24,363,044
The increase to Sewer Operations is for bank fees.			
Stormwater Operating Fund			
Beginning Fund Balance	\$ (2,061,803)	\$ (624,958)	\$ (2,686,761)
All other resources	(3,225,150)	-	(3,225,150)
Total increase in resources	\$ (5,286,953)	\$ (624,958)	\$ (5,911,911)
Stormwater Maintenance	827,333	106,500	933,833
Contingency	(249,645)	518,458	268,813
All other Requirements	4,709,265	-	4,709,265
Net change in requirements	\$ 5,286,953	\$ 624,958	\$ 5,911,911
Beginning Fund Balance increases to adjust to prior year ending fund balance. Increase to Stormwater Maintenance program recognizes additional contract amount for street sweeping service as well as bank fees.			
Road Operating Fund			
Transfers	1,452,030	85,000	1,537,030
Contingency	814,414	(85,000)	729,414
All other Requirements	1,222,621	-	1,222,621
Net change in requirements	\$ 3,489,065	\$ -	\$ 3,489,065
The interfund transfers and the corresponding reduction to contingency is for the following projects: Day Road Emergency Repairs (CIP #4214).			

	Current Appropriations	Change in Appropriations	Amended Appropriations
Road Maintenance Fund			
Beginning Fund Balance	\$ (2,122,274)	\$ (2,406,053)	\$ (4,528,327)
All other resources	(1,959,180)	-	(1,959,180)
Total increase in resources	\$ (4,081,454)	\$ (2,406,053)	\$ (6,487,507)
Transfers	4,040,962	73,000	4,113,962
Contingency	40,492	2,333,053	2,373,545
Net change in requirements	\$ 4,081,454	\$ 2,406,053	\$ 6,487,507
Beginning Fund Balance increases to adjust to prior year ending fund balance and interfund transfer increases to fund Road Maintenance CIP #4014; the net amount is offset to Contingency.			
Streets Capital Projects Fund			
Interfund transfers	\$ (12,819,648)	\$ (158,000)	\$ (12,977,648)
All other resources	(1,567,612)	-	(1,567,612)
Total increase in resources	\$ (14,387,260)	\$ (158,000)	\$ (14,545,260)
Streets capital projects	12,405,557	158,000	12,563,557
All other Requirements	1,981,703	-	1,981,703
Net change in requirements	\$ 14,387,260	\$ 158,000	\$ 14,545,260
The interfund transfers and the corresponding requirements for street capital projects are for the following capital projects: Day Road Emergency Repairs (CIP #4214) & Road Maintenance Projects (CIP #4014).			
Building Capital Projects Fund			
Beginning Fund Balance	\$ (13,622)	\$ (201,146)	\$ (214,768)
All other resources	(5,263,387)	-	(5,263,387)
Total increase in resources	\$ (5,277,009)	\$ (201,146)	\$ (5,478,155)
Capital Outlay	5,398,572	-	5,398,572
Contingency	(178,011)	201,146	23,135
All other Requirements	56,448	-	56,448
Net change in requirements	\$ 5,277,009	\$ 201,146	\$ 5,478,155
Beginning Fund Balance increases to adjust to prior year ending fund balance.			
Water Capital Projects Fund			
Interfund transfers	\$ (6,220,864)	\$ (8,800)	\$ (6,229,664)
All other resources	(2,663,053)	-	(2,663,053)
Total increase in resources	\$ (8,883,917)	\$ (8,800)	\$ (8,892,717)
Water capital projects	7,184,413	8,800	7,193,213
All other Requirements	1,699,504	-	1,699,504
Net change in requirements	\$ 8,883,917	\$ 8,800	\$ 8,892,717
The interfund transfers and the corresponding requirements for water capital projects are for the following capital projects: Water SDC Study (#1123).			
Water SDC Fund			
Materials and Services	\$ 5,935	\$ 19,400	\$ 25,335
Interfund Transfers	3,171,301	8,800	3,180,101
Contingency	3,387,331	(28,200)	3,359,131
Net change in requirements	\$ 6,564,567	\$ -	\$ 6,564,567
The increase to Materials and Services is for bank fees. The interfund transfers and the corresponding reduction to contingency is for the following projects: Water SDC Study (#1123).			
Sewer SDC Fund			
Materials and Services	\$ 5,749	\$ 16,000	\$ 21,749
Interfund Transfers	6,614,714	-	6,614,714
Contingency	2,161,447	(16,000)	2,145,447
Net change in requirements	\$ 8,781,910	\$ -	\$ 8,781,910
The increase to Materials and Services is for bank fees.			

	Current Appropriations	Change in Appropriations	Amended Appropriations
Streets SDC Fund			
Materials and Services	\$ 9,829	\$ 29,000	\$ 38,829
Interfund Transfers	5,939,892	-	5,939,892
Contingency	1,806,518	(29,000)	1,777,518
Net change in requirements	\$ 7,756,239	\$ -	\$ 7,756,239
The increase to Materials and Services is for bank fees.			
Frog Pond West Fund			
Materials and Services	\$ -	\$ 11,000	\$ 11,000
Interfund Transfers	291,951	-	291,951
Contingency	1,079,342	(11,000)	1,068,342
Net change in requirements	\$ 1,371,293	\$ -	\$ 1,371,293
The increase to Materials and Services is for bank fees.			
Stormwater SDC Fund			
Materials and Services	\$ 1,607	\$ 4,600	\$ 6,207
Interfund Transfers	1,348,284	-	1,348,284
Contingency	2,157,901	(4,600)	2,153,301
Net change in requirements	\$ 3,507,792	\$ -	\$ 3,507,792
The increase to Materials and Services is for bank fees.			
Parks SDC Fund			
Materials and Services	\$ 4,046	\$ 12,500	\$ 16,546
Interfund Transfers	4,657,113	-	4,657,113
Contingency	1,074,000	(12,500)	1,061,500
Net change in requirements	\$ 5,735,159	\$ -	\$ 5,735,159
The increase to Materials and Services is for bank fees.			



JANUARY 2020 MONTHLY REPORT

From The Director's Office

Greetings—

Everyone in this organization deserves an enormous “THANK YOU” for the incredible outpouring of kindness and generosity demonstrated during the 11th year of the Family Giving Tree. The holiday season can be hard on families, but that didn’t stand in the way of City of Wilsonville employees whose generous donations made a local family’s holiday one that will not be forgotten.

City employees went over and above this year and were able to help a needy family with bikes, toys, clothes, cash, gift cards and boxes of food! The family of seven (a single Mom with six kids ages 14, 12, 10, seven (twins) and six) were visibly touched and so grateful for everything. Santa’s elves reported that the kids couldn’t believe all the gifts and food they received, stating that “their faces of joy were priceless.” The kids spotted Santa from the window and kept saying “Santa, Santa”. It is quite special for staff to be able to be a part of this, seeing what joy was brought to this family. A special recognition goes out to Candi Garret of the Engineering staff for her organization and dedication to making this a quality giving experience.

In other news, in early January the Willamette Water Supply Program pipeline General Contractor James W. Fowler Co. installed the first 50-foot length of pipe for the Wilsonville Area Pipeline Project (PLM_1.1) south of Wilsonville Road along Industrial Way (right). The 66-inch diameter polyurethane-coated, cement-mortar lined welded steel pipe is manufactured by Thompson Pipe Group and shipped by truck from Grand Prairie, Texas. The PLM_1.1 pipeline segment is approximately 1,370 feet long. After years of coordination, construction is finally happening on this major water transmission project.

Cheers to a prosperous 2020!

Chris Neamtzu, AICP
Community Development Director



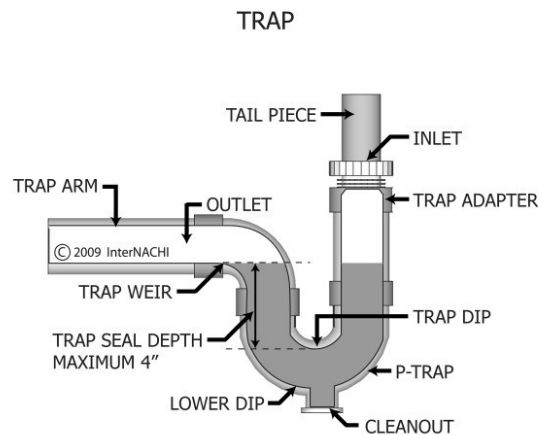
Building Division

Plumbing Safety- The "P-Trap"

Bag Trap, Bottle Trap, Bell Trap, Running Trap, S-Trap. These are but a few of the names for the device in the plumbing system that protects the occupied space from noxious and harmful gases that exist in the waste piping of homes and buildings. It is probably the most easily recognized fitting and is called a "p-trap" because of its shape. The p-trap has been around for over 300 years and together with its protective vent piping keeps us separated from the nastiness in the sewer. It does this by trapping water in its distinctive curve. The water forms a seal which contains the gases in the waste line where they belong, and not in our buildings.

A p-trap must meet rigid design requirements. The water in the trap must not be too deep or too shallow. The plumbing code requires a minimum of 2" and a maximum of 4". The trap must not have any obstructions or restrictions that would cause a blockage in the drain. The trap must be self-scouring. It must siphon water, yet quickly allow the vacuum to break at just the right time in order for enough water to remain in the trap to keep the seal. If you ever dropped a ring in the sink and it was caught in the p-trap, you were just lucky. The trap is not designed to catch debris, if it was it would catch hair and paper and anything else that goes down the drain.

Some traps are internal to the plumbing fixture, and some are external. For an example of an internal trap, look at the side of your toilet and you can see the outline of the bowl and the trap cast into the body of the fixture. Look under any sink and you will see the external type. Even showers and bathtubs and floor drains have p-traps but you can't see them easily because they are usually hidden beneath the floor. Next time you walk into a bathroom and notice how nice and clean it smells, you can thank the hardest working member of the plumbing family, the p-trap.



Common Sink P-Trap



P-Trap Design

Economic Development Division

Regional Collaboration

- Comprehensive Economic Development Strategy (CEDS): Tualatin, Wilsonville, and Sherwood kicked-off a conversation on sub-region focus in the southern Portland Metro area to collectively promote economic opportunity in the Coffee Creek, Basalt Creek, and Tonquin Employment Lands. This conversation will be part of a broader conversation with Metro to refresh the five year regional Comprehensive Economic Development Strategy (CEDS). The strategy will also help define regional responses to U.S. federal government economic development grant opportunities through the EDA.
- Washington County Economic Development Department: Washington County will be forming a new economic development department after completing an analysis on its economic development services, and whether changes/expanded services are warranted. As part of this initial work, a consultant will be putting together Washington County Economic Development Roundtables to discuss best practices, collaborate, and problem solve among practitioners. Economic Development Manager Jordan Vance sees value in engaging Washington County on closer coordination and collaboration around Wilsonville's employment lands, and unlocking more resources and financing to help with site readiness.

Town Center Plan Implementation

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

Urban Renewal

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

Engineering Division, Capital Projects

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

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

Boeckman Dip Bridge (4205/4206/4212)

This project involves the design and construction of Boeckman Road (Canyon Creek Road to Stafford Road) from a rural two lane road to a urban collector roadway with a traffic signal at the intersection of Canyon Creek Road and construction of a bridge over Boeckman Creek. An alternatives analysis exploring costs, permitting, right-of-way implications for three construction detour alternatives has been completed, the results of which will be presented to City Council at the February 3 work session. Staff will be asking for Council direction on a number of future project issues and next steps at the meeting.

Elligsen Well Upgrade and Maintenance (1128)

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

French Prairie Bridge (9137)

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

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

This project will include paving, storm sewer, and sanitary sewer improvements to French Prairie Road in the Charbonneau development. Design is complete, and construction bids are due in early February.

Garden Acres Road (4201)

This project involves the design and construction of Garden Acres Road from a rural local access road to an urban industrial roadway as part of the Coffee Creek Industrial Area plan and includes Willamette Water Supply Program segment PLM_1.2 of the 66" water transmission pipe. A new storm drainage pipe to serve the future Coffee Creek Industrial Area is being installed along Garden Acres Road. Construction of the sanitary sewer pipe extension to serve the future Basalt Creek Area is nearly complete. Undergrounding of overhead utilities on Garden Acres Road is nearly complete. Construction completion is anticipated for December 2020.

Gesellschaft Well Facility Rehab and Upgrade (1083)

This project addresses upgrades and repairs needed to correct deficiencies in the Gesellschaft well house, including piping, electrical, and mechanical systems. The City's Contractor, Stettler Supply & Construction, mobilized to the well site in late September. Work in the month of January consisted of the installation of power and fiber conduit, installing new power service, and continuing interior improvements in the well house. Work will continue on this project through the end of February 2020.

Engineering Division, Capital Projects

I-5 Pedestrian Bridge (4202)

This project involves the design and preparation of construction documents for a pedestrian and bicycle bridge over Interstate 5 from Town Center Loop West to Boones Ferry/Barber Street. Survey work is complete. Geotechnical fieldwork is planned to occur in February. A public open house will be held on February 19 at Wilsonville City Hall from 5:00-8:00 pm to obtain feedback on the bridge and gateway project. An online survey will go live on February 19.



Memorial Drive Splitter Manhole Replacement (2085)

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

Memorial Park Pump Station (2065)

This project involves replacing and relocating the wastewater pump station in Memorial Park. The land use application was approved by the Development Review Board (DRB) in January. Design was finalized in January and construction bids will be solicited in February.

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

This project involves the design and construction of the City’s annual street maintenance program involving rehabilitation of the roadway surface to extend the effective service life, reduce maintenance costs, and continue a safe, functioning street network. The program also includes update of sidewalk curb ramps and traffic signals to comply with current ADA requirements and to ensure the City’s public infrastructure is accessible by all ages and abilities. Planned work for the 2020 construction season includes Town Center Loop, Park Place, Main Street, Parkway Avenue, Elligsen Road, and portions of Day Road. Project design work started in January and will continue through early spring. Pictured is geotechnical coring work on Elligsen Road in early January. Construction is planned for Summer 2020.

- **Wilsonville Road & Boones Ferry Road** The contractor is finishing final project punch list items. Final completion is expected in February 2020.



Engineering Division, Capital Projects

WTP Expansion to 20 MGD (1144)

This project will expand the Water Treatment Plant (WTP) capacity to 20 MGD and incorporate related WTP capital improvements, including Life Safety Upgrades (1137), Seismic Retrofits (1145), and Repair and Replacement (1146) projects. Alternative delivery methods such as progressive design-build are being considered. A Request for Proposals will be issued in early 2020.

WTP Surge Tank (1111)

The underground construction and restoration project is complete. The delivery and installation of the surge tank was completed in November. Substantial completion occurred in January and final completion is anticipated in February.

WWSP Coordination (1127)

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

- **PLM 1.1** Construction permits have been issued by the City for PLM_1.1, a WWSP 66” raw water pipeline between Arrowhead Creek Lane and Wilsonville Road. Construction permits have been issued by the City. Construction of the pipeline is underway. Completion of this segment of pipeline is expected in Fall 2020.
- **PLM 1.2** This is the WWSP 66” raw water pipeline that is included as part of the Garden Acres Road (4201) project. Construction of the WWSP pipeline is anticipated to start in April 2020.
- **PLM 1.3** This is the remainder of the WWSP 66” raw water pipeline through Wilsonville, including Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road. WWSP is progressing toward 60% design plans. Construction is scheduled to begin in Fall 2020.

WWTP Master Plan (2104)

This project will evaluate capacity of Wastewater Treatment Plant (WWTP) processes to accommodate projected growth and regulatory changes. A prioritized capital improvement plan and budget will be developed. Engineering proposals were reviewed and a consultant was selected in January.

Engineering Division, Private Development

Aspen Meadows Phase 2

This is a five lot subdivision (shown right) on the east side of Canyon Creek Road South. The developer is working on getting this into the two year maintenance phase.



Aspen Meadows Phase 2



Fir Commons

Fir Commons

Ten home condominium development near Fir Avenue and 4th Street in Old Town (shown left). Three homes are currently under construction with two more getting ready to start. One of the six rain gardens is planted and accepting stormwater.

Engineering Division, Private Development

Frog Pond Meadows

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

Frog Pond—Morgan Farm Phase 2

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

Grace Chapel

Project involves the remodel and expansion of the south building of the former Pioneer Pacific College. The pre-construction meeting took place on October 17, with the project to begin in the near future.

Hilton Garden Inn

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

Northstar Contractor Establishment—Clay Street

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

Shredding Systems

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



Frog Pond Meadows



Morgan Farm Phase 2



Grace Chapel



Northstar Contractor Establishment—Clay Street



Hilton Garden Inn

Engineering Division, Natural Resources

Bees Stewards Program—Memorial Park Pollinator Habitat

The “Bee Stewards” pollinator-improvement program has engaged Friends of Trees, the Xerces Society, and the West Linn-Wilsonville School District to create pollinator habitat on city and school district properties, develop a City Integrated Pest Management (IPM) plan for parks and public spaces, and provide education and tools for local residents to create pollinator habitat in their own yards.

On December 14, 2019, the City and Friends of Trees hosted a pollinator-planting event at Memorial Park. One of the planting sites is adjacent to the Community Garden parking lot, and the other is near Rose Lane. Sixty-five volunteers participated in the planting event, which included the installation of 325 native plants important to a variety of pollinators.



Pollinator habitat adjacent to new parking lot.

Planning Division, Current

Administrative Land Use Decisions Issued

- 2 Class I Administrative Approvals
- 1 Class I Sign Permit
- 3 Type A Tree Permits
- 1 Zoning Verification Letter
- New Single-family building permits

Construction Permit Review, Development Inspections, and Project Management

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

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

Planning Division, Current

Development Review Board (DRB)

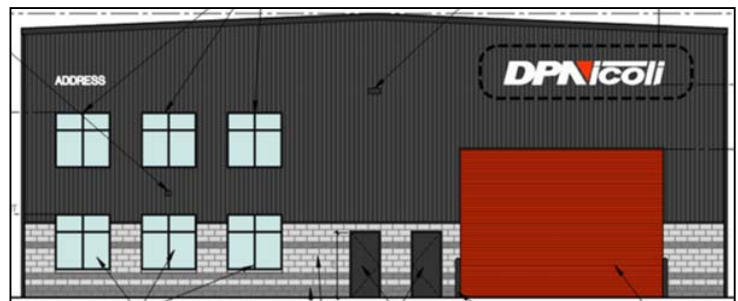
During their January 13 meeting, Development Review Board Panel A unanimously approved three items. First, they approved the architecture and landscape for a new sewer pump station in the lower portion of Memorial Park, replacing the current pump station. Second, they approved development of a Dutch Bros coffee kiosk at the corner of Town Center Loop West and Park Place. The City received the application prior to new Town Center zoning standards coming into effect. State law dictates the City must review development against the zoning standards in effect on the date of the application submittal. Accordingly, the City reviewed the project based on the old Planned Development Commercial-Town Center Zoning Standards rather than the new standards. Third, they approved a change of use and architecture modifications to an existing building on Parkway Avenue to convert the building into the corporate headquarters for I&E Construction. Richard Martens from Panel B substituted on the board to ensure there was a quorum.

DRB Panel B did not meet in January.

DRB Projects Under Review

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

- Dutch Bros coffee kiosk at Town Center Loop West and Park Place
- Conversion of northern building of old Pioneer Pacific College campus on Parkway Avenue into offices for I&E Construction
- Review of the design and placement of a new sewer pump station in Memorial Park
- 6-unit residential development in Old Town at the north end of Magnolia Avenue
- New warehouse on Boberg Road for DP Nicoli
- 69-lot subdivision in Frog Pond proposed by West Hills Development



Planning Division, Long Range

Equitable Housing Strategic Plan

The Equitable Housing Strategic Plan project, funded in part by a grant from Metro, seeks to provide a clearer path to affordable housing for people of all household compositions, income ranges, ages, and life stages. Based on the input received throughout the project, including through stakeholder interviews and focus groups, surveys, and polls, along with feedback from the project task force, Planning Commission, and City Council, the project team published a draft Equitable Housing Strategic Plan in January. The project team presented this draft to the task force at its January 29 meeting. The task force meeting generated additional feedback on the Plan and possible long-term performance measures to consider in evaluating the Plan's success. Information gathered from this meeting will be shared with the Planning Commission and City Council at upcoming work sessions in February and March.



General project information is available on the project website: www.ci.wilsonville.or.us/housing.

Planning Division, Long Range

House Bill 2001 Implementation (Middle Housing)

This project will build upon and help implement the Equitable Housing Strategic Plan while ensuring the City complies with House Bill 2001 regarding the allowance for middle housing, including duplexes, triplexes, quadplexes, row houses, and cottage cluster housing. The project will also help lay the foundation for the upcoming master planning work for Frog Pond East and South. Many of Metro's Urban Growth Boundary Conditions of Approval for Frog Pond East and South are similar to the new state requirements under House Bill 2001.

After receiving word from the Oregon Department of Land Conservation and Development (DLCD) of a partial award of \$50,000 in response to the City's grant application for funding work associated with HB 2001 implementation, City staff began looking at how to fund or modify the remaining scope of work. The grant award provides the funds for the first steps of outreach and code audits planned to begin within the next couple of months. Staff attended additional informational meetings, coordinated with DLCD, and put together a 2020-21 fiscal year budget add package for consideration by the Budget Committee and City Council to complete the planned scope of the project.



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

Planning staff continue to stay in close contact with DLCD staff on the implementation of House Bill 2003 concerning new Housing Needs Analysis (HNA) timelines and the new requirement to produce a periodic Housing Production Strategy. For the Housing Needs Analysis, DLCD informed City staff the next Wilsonville HNA will be due to DLCD by the end of 2023. The submittal deadline will then be on an every-six-year cycle.

As Housing Production Strategies are a new requirement, to be completed by a City within a year of completing a HNA, a substantial amount of state administrative rulemaking needs to occur to define them. City staff is staying engaged in the rulemaking. DLCD appointed Planning Director, Miranda Bateschell, to the state's Technical Advisory Committee on Housing Production Strategies, where she will be able to share what the City learned from the Equitable Housing Strategic Plan as well as other Wilsonville perspectives to inform the rulemaking. Planning staff also engaged in reviewing a potential legislative technical fix likely to come forward in the 2020 short legislative session. The fix would clarify and mirror the legislative intent that cities within Metro's boundaries perform the respective Housing Needs Analyses rather than requiring Metro to complete the HNAs.



Aerial photo of Villebois .

Planning Division, Long Range

Planning Commission

During their January 8 meeting, the Planning Commission welcomed two new members. Jennifer Willard and Aaron Woods both bring great experience to the Commission, including service on the City's Development Review Board.

The Planning Commission also heard staff presentations and discussed two matters in work session. First, Associate Planner Philip Bradford introduced the topic of Commercial Recreation in the Planned Development Industrial Zone. The presentation included the history of the topic and summary of a white paper prepared by Angelo Planning Group. The Commission provided direction to staff to allow them to begin drafting potential development code amendments related to the topic. Staff expect to bring the initial draft of code changes to the Commission for a work session in March. This work will allow the City to respond to regular inquiries about allowing more area for commercial recreation uses in the Planned Development Industrial zone.

Second, the Commission held the last of five work sessions on a project to modernize standards for the Planned Development Residential zones. The modernized standards will support efficient and quality design of the limited residential land left inside the current city limits. This work session covered outreach results over November and December, staff recommendations based on the outreach results, and an overview summary of the proposed code updates. Staff are preparing for a Planning Commission Public Hearing in March based on the Planning Commission's feedback and direction.

Implementation efforts for the Town Center Plan proceeded throughout January. Staff continued work on the development opportunity site analysis component of the upcoming marketing plan, and worked with a Clackamas County economic development program called the Main Street 3D Downtown Program to finalize three dimensional renderings of the future main street which will be a central feature to the marketing materials on the City's website.



WILSONVILLE TOWN CENTER PLAN

Staff also continued work on the I-5 Pedestrian Bridge and Town Center Gateway Plaza project, which will provide an important connection between Town Center and the Wilsonville Transit Center and neighborhoods west of Interstate 5. The project team began outreach to adjacent property owners and businesses, with the goal of informing those affected by the project about timing and impacts as well as providing an opportunity for dialogue and input on bridge and plaza design. The team also continued preparation for the project kickoff on February 19 from 5:00-8:00 p.m. at City Hall, which will feature an open house for the public and a survey on [Let's Talk, Wilsonville!](#)



WILSONVILLE TOWN CENTER
I-5 PEDESTRIAN BRIDGE

Planning Division, Long Range

Residential Code Modernization Project

The Wilsonville Residential Zoning Modernization Project seeks to update City residential zoning standards in the Planned Development Residential (PDR) zones. The updates seek to address issues raised over the years of applying the standards to the building of neighborhoods. The proposed updated standards focus on clarifying (not changing) how many housing units can be built on a given amount of land, clarifying the size of individual properties or lots and related standards, and clarifying the calculations for parks, natural areas, and similar open spaces in neighborhoods. The proposed updated standards are most applicable to about 63 acres of unbuilt and underbuilt land within the City limits currently within one of the seven Planned Development Residential (PDR) zones or likely to be in one of these zones in the future. The proposed updates will not apply to the Frog Pond residential area (Residential Neighborhood Zone) or Villebois residential areas (Village Zone). The proposed updates also do not apply to existing neighborhoods planned and built under existing standards, including those within PDR zones.

The project had a survey live on [Let's Talk, Wilsonville!](#) during November and December to gather feedback from stakeholders, including homebuilders and residents. Staff shared feedback received with the Planning Commission during a January work session along with recommendations based on the feedback. Staff will brief the City Council during their February 20 work session. The Planning Commission is scheduled to hold a public hearing in March at which time they are anticipated to forward a recommendation to City Council.

Washington County Coffee Creek/Basalt Creek Development Coordination

Following City Council's direction to pursue various options to ensure contractors' establishments do not preclude future industrial development in these planning areas, staff continued work on the topic. Staff await word from Washington County on a formal request submitted in December to add this topic to the County's long-range work program for 2020. Washington County released the draft work program on January 28, beginning a 30-day public review and comment period. The draft lists the project as a Tier 2 task. The County describes Tier 2 tasks as, "Potential ordinances and projects that are of interest, but for which there are insufficient staff resources this year. Tier 2 projects could be addressed if staff resources become available, though most tasks are likely to be carried into the following year." The County's Planning Commission will be briefed on the long-range work program on February 19 and the Board of County Commissioners will have a work session on the item on March 17 with final adoption of the work program scheduled before the Board on April 7. City staff also continue to look into options for annexation if the County does not change their zoning standards.



JANUARY
MONTHLY
REPORT

From the Director:

Greetings from the Finance Team!

Budget Season is in full swing! This week the Finance Department will meet with each individual department to go over their requests and to be sure we understand their budget requests in detail. In two weeks, the departments will meet with Bryan to discuss their future plans in hopes of having their budgets approved for FY2021. CIPS meetings will be held in March, which will be the last big section of the budget preparation process.

The Accounting Team continues to meet with the Munis representatives every other week. Each time the representative visits it is for four continuous days of meetings. In other words, a lot of the accounting staff time is currently being dedicated to the implementation process. Mix in the Budget Process and things are definitely busy around here. But the good news is that we are currently still on schedule for the September 1 go live date.

The HR/Payroll Team will begin to work with their Munis representative in the next couple of weeks. The plan is for this group to meet with their consultant on the week after the Finance team’s meetings. Keith Katko, Beth Penner, and Shelly Marcotte will be spearheading the payroll phase of the implementation from the Finance Department. They are scheduled to go live on September 27 to coincide with the start of a new payroll quarter.

We did receive some exciting news: Our FY19-20 Budget has been awarded the GFOA Outstanding Budget Award again!

Here’s to a great February!

-Cathy Rodocker

By

<u>Utility Billing:</u>		<u>Accounts Payable:</u>		<u>Municipal Court:</u>	
Total Monthly Bills	40,343	Invoices Processed	4,250	Total Citations Issued	1,544
New Customers	565	Payments Processed	2,482	Total Suspensions Issued	48
New Service Locations	61			Ticket Revenue	\$172,987

the Numbers:

Finance Statistics for the period of July 1, 2019-January 31, 2020

FY20 Financial Update:

Attached please find the financial reports through January 31.

General Fund: At January 31, the General Fund overall is on track having received 74% of the budgeted operating revenues and 55% of the operating expenses.

Fleet Fund: The Fleet Fund collects revenues from each program with equipment and vehicles that are maintained by the program. In essence, the revenues collected are only efficient to cover the anticipated expenses of the program and to contribute to the Replacement Reserves for future purchases.

Building Fund and Community Development Fund: The Finance Department continues to watch both the Building and Community Development Funds closely. With project management fees coming in at a much slower pace this fiscal year, the Community Development Fund will most likely end the fiscal year using more of the accumulated fund balance than anticipated.

Transit Fund: The Transit Fund has received the second payment from the STIF-Formula Funds. This payment bring the year to date STIF funds received at over \$930K.

Water, Sewer, Storm, Streetlighting, Road Operating & Road Maintenance Funds: All of our utility related operating funds are on track to meet their budgeted expectations.

Did you know?

With most of the Budget Committee and City staff opting to receive the final adopted budget electronically, we will be able to reduce the number of budget documents printed this year in half! Not only a great money saver but saves a couple of trees as well!

	Budget	Activity	% Used
Fund 110 General Fund:			
Taxes	11,655,250	8,456,347	73%
Intergovernmental	2,265,804	501,655	22%
Licenses and Permits	177,750	123,559	70%
Charges for Services	747,100	412,583	55%
Fines	320,000	172,987	54%
Investment Revenue	300,900	291,540	97%
Other Revenues	9,569,070	9,487,159	99%
Transfers	3,767,812	1,929,715	51%
Total Revenue	28,803,686	21,375,544	74%
Personal Services	9,289,445	5,061,880	54%
Materials and Services	20,508,072	13,309,669	65%
Capital Outlay	291,604	15,000	5%
Transfers	4,896,602	966,358	20%
Total Expense	34,985,723	19,352,907	55%
Fund 210 Fleet Fund:			
Charges for Services	1,373,975	801,486	58%
Investment Revenue	23,069	14,936	65%
Total Revenue	1,397,044	816,421	58%
Personal Services	781,630	424,014	54%
Materials and Services	800,055	528,183	66%
Capital Outlay	149,000	23,863	16%
Transfers	2,400	1,400	58%
Total Expense	1,733,085	977,459	56%
Fund 230 Building Fund:			
Licenses and Permits	548,000	405,308	74%
Licenses and Permits-Villebois	254,000	89,006	35%
Charges for Services	9,000	4,500	50%
Investment Revenue	70,210	56,307	80%
Transfers	41,986	22,268	53%
Total Revenue	923,196	577,388	63%
Personal Services	1,056,480	558,454	53%
Materials and Services	362,469	280,400	77%
Transfers	936,604	363,478	39%
Total Expense	2,355,553	1,202,332	51%
Fund 235 Community Development Fund:			
Intergovernmental	0	19,500	-%
Licenses and Permits	352,440	498,357	141%
Licenses and Permits-Villebois	203,305	22,008	11%
Charges for Services	1,076,328	227,485	21%
Investment Revenue	55,165	46,081	84%
Other Revenues	400	16,467	4,117%
Transfers	3,201,704	868,308	27%
Total Revenue	4,889,342	1,698,207	35%
Personal Services	3,273,480	1,500,212	46%
Materials and Services	1,183,618	802,586	68%
Capital Outlay	0	2,015	-%
Transfers	581,628	336,713	58%
Total Expense	5,038,726	2,641,527	52%
Fund 240 Road Operating Fund:			
Intergovernmental	1,800,100	805,593	45%
Investment Revenue	25,075	29,724	119%
Other Revenues	2,000	53,278	2,664%
Total Revenue	1,827,175	888,595	49%
Personal Services	373,970	212,140	57%
Materials and Services	586,851	272,757	46%
Debt Service	82,000	81,446	99%
Transfers	1,452,030	291,540	20%
Total Expense	2,494,851	857,883	34%

	Budget	Activity	% Used
Fund 245 Road Maintenance Fund:			
Charges for Services	1,899,000	1,126,723	59%
Investment Revenue	60,180	51,814	86%
Total Revenue	1,959,180	1,178,537	60%
Transfers	4,040,962	2,343,216	58%
Total Expense	4,040,962	2,343,216	58%
Fund 260 Transit Fund:			
Taxes	5,151,000	2,684,118	52%
Intergovernmental	4,217,893	1,131,406	27%
Charges for Services	185,000	79,041	43%
Investment Revenue	55,150	76,339	138%
Other Revenues	14,000	1,228	9%
Total Revenue	9,623,043	3,972,133	41%
Personal Services	4,146,860	2,099,326	51%
Materials and Services	2,902,150	1,614,671	56%
Capital Outlay	2,451,655	53,141	2%
Transfers	637,912	336,204	53%
Total Expense	10,138,577	4,103,343	40%
Fund 310 Water Operating Fund:			
Intergovernmental	0	50,000	-%
Charges for Services	9,217,000	6,154,304	67%
Fines	19,000	10,332	54%
Investment Revenue	270,810	223,021	82%
Other Revenues	195,550	204,440	105%
Total Revenue	9,702,360	6,642,098	68%
Personal Services	629,168	291,764	46%
Materials and Services	4,283,104	1,908,552	45%
Capital Outlay	679,000	(1,500)	-%
Debt Service	1,870,000	764,045	41%
Transfers	4,344,613	586,559	14%
Total Expense	11,805,885	3,549,419	30%
Fund 320 Sewer Operating Fund:			
Charges for Services	8,239,145	4,754,559	58%
Fines	0	27,738	-%
Investment Revenue	270,810	223,095	82%
Other Revenues	18,000	15,147	84%
Transfers	600,000	600,000	100%
Total Revenue	9,127,955	5,620,540	62%
Personal Services	402,546	172,589	43%
Materials and Services	3,563,439	1,498,365	42%
Capital Outlay	24,000	828	3%
Debt Service	3,000,000	509,131	17%
Transfers	4,162,436	372,763	9%
Total Expense	11,152,421	2,553,676	23%
Fund 350 Street Lighting Fund:			
Charges for Services	545,500	306,288	56%
Investment Revenue	25,075	20,214	81%
Total Revenue	570,575	326,502	57%
Materials and Services	373,843	172,587	46%
Transfers	430,103	5,566	1%
Total Expense	803,946	178,153	22%
Fund 370 Storm Water Operating Fund:			
Charges for Services	3,175,000	1,804,674	57%
Investment Revenue	50,150	35,415	71%
Total Revenue	3,225,150	1,840,088	57%
Personal Services	274,796	125,573	46%
Materials and Services	552,537	222,398	40%
Debt Service	508,000	507,827	100%
Transfers	4,040,765	1,181,340	29%
Total Expense	5,376,098	2,037,138	38%



JANUARY 2020 MONTHLY REPORT



Youth Program Librarian Terri Wortman performing her final Storytime on January 9

Manager's Report

Library programs returned in full force in January. Regular youth programs resumed, with an Early Release Day “Science Zone,” K-2 Book Adventures, and the monthly Teen event (Nerf Night). Adult programs included presentations on human migration and how citizens can effect change in the Oregon legislature—the same presentation Greg Leo gives annually to the Wilsonville Citizens Academy.

A list of county-wide holds on various “Library of Things” (LoT) items showed the high demand for items Wilsonville does not own. The Friends of the Wilsonville Library approved a request for \$1,500 to purchase more items for the library’s LoT collection to support those holds.

Furniture proposals were received. Library management is in the process of selecting vendors and creating a schedule for furniture delivery and installation.

The sign base is now in place for the Wilsonville Road LED sign. Installation completion is expected at the end of March.

The library’s Strategic Planning process is underway, with anticipated completion by the end of June. Library staff will keep the City Council up to date on developments.

Clackamas County created a Library Task Force to look at library services throughout the county in three specific areas: services provided, governance within the library district, and finance. Jeanna Troha and Alan Steiger will represent Wilsonville on the Library Task Force.

Attached is the January edition of the library’s newsletter, “Check Out,” which lists programs and events at the library in January.

-Pat Duke, Library Director



CHECK OUT!

Wilsonville Public Library news & events

February 2020

8200 SW Wilsonville Road
Wilsonville, OR 97070

Phone: 503-682-2744

Fax: 503-682-8685

E-mail:

info@wilsonvillelibrary.org

Hours & Days of Operation

Mon.- Thurs.: 10am–8pm

Fri. - Sat.: 10am–6pm

Sun.: 1pm–6pm

Library closed
Monday, Feb. 17

Find us online at:

www.WilsonvilleLibrary.org

Facebook (WilsonvilleLibrary)

Twitter (@wvlibrary)

Food for Fines in February

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

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

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

The food bank prefers donations of:

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



www.WilsonvilleLibrary.org

Library Birthday Celebration on February 13

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

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

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



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

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

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

For more information, visit:

www.wplf.org



Library Artist of the Month:

Jeannie Brandstrom

Check Out!

Youth Programs

Birth to Age 5

Baby Time

For ages 0-12 months

Rhymes, songs, and special bonding time with your baby.

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

Toddler Time

For ages 1 & 2

Stories, songs, and puppets with your toddler.

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

Family Storytime

For ages 3 and up

Bring the whole family for fun with books, including creative storytelling with songs, puppets, and props.

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

Play Group

For ages 0–6

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

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



Grades K–5

Science Zone

For grades 3–5

Looking for something to do on Early Release Days? How about some science fun! Get hands-on with exciting science experiments.

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



LEGO Night

For grades K-5

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

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



K-2 Book Adventures

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

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



Did you know?

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

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



Teen Programs

Grades 6–12

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



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

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

For students in grades 6–12

TAB wants you!
The Teen Advisory Board (TAB) is made up of 6th through 12th graders like you who meet to:

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

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

Teen E-mail List
Want to come to an event, but need a little reminder? Enter your email address at

www.WilsonvilleLibrary.org/subscribe

to get added to our eNotify list.

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

Adult Programs

Classes & Lectures



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

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

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

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

History Pub
Monthly programs focusing on Oregon’s rich history.

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

Clubs & Groups



Book Club
New members welcome!
February title TBA.

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



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

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

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

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

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

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

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

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

Entertainment



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

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



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

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

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
 <h1 style="text-align: center;">FOOD FOR FINES</h1> <h2 style="text-align: center;">ALL FEBRUARY</h2> <p style="text-align: center;">1 CAN = \$1 OFF OVERDUE FINES</p> <p style="text-align: center;">PLEASE BRING YOUR DONATIONS TO THE CIRCULATION DESK</p> <div style="text-align: right;"> <p>PROGRAM TYPE</p> <ul style="list-style-type: none"> ● Children ● Teen ● Adult </div>						1
2	3	4	5	6	7	8
	<ul style="list-style-type: none"> ● Playgroup 10-11:30 am ● English Conversation Group 6-7:30 pm 	<ul style="list-style-type: none"> ● Toddler Time 10-10:30 am 11-11:30 am ● Civics Guide: Participation in Federal, State, County and City Affairs 6-8 pm ● Family Storytime 6:30-7 pm 	<ul style="list-style-type: none"> ● Family Storytime 10:30-11 am ● Teen After school activity Virtual Reality and a Movie 4-6pm 	<ul style="list-style-type: none"> ● Family Storytime 10:30-11 am ● Free ESL English Class 11-12:30 pm 	<ul style="list-style-type: none"> ● Baby Time 10:30-11:15 am ● First Friday Films Harriet PG-13 (2019) 6-8 pm 	<ul style="list-style-type: none"> ● Booknotes Concert Series Carolee & Romeo 2-3 pm ● Free Tax Help 10 am-2 pm
9	10	11	12	13	14	15
<ul style="list-style-type: none"> ● Profiles: Toni Morrison Presented by Dr. Bill Thierfelder 1:30-3 pm 	<ul style="list-style-type: none"> ● Playgroup 10-11:30 am ● English Conversation Group 6-7:30 pm 	<ul style="list-style-type: none"> ● Toddler Time 10-10:30 am 11-11:30 am ● Great Books Discussion Group Plutarch: The Lives of the Noble Grecians & Romans 6-8 pm ● Family Storytime 6:30-7 pm 	<ul style="list-style-type: none"> ● Family Storytime 10:30-11 am 	<ul style="list-style-type: none"> ♥ Library Birthday Celebration ● Family Storytime 10:30-11 am ● Free ESL English Class 11-12:30 pm ● K-2 Book Adventures Silly Stories 3:30-4:15 pm 	<ul style="list-style-type: none"> ● Baby Time 10:30-11:15 am 	<ul style="list-style-type: none"> ● Free Tax Help 10 am-2 pm
16	17	18	19	20	21	22
	 <p style="text-align: center;">LIBRARY CLOSED Presidents' Day</p>	<ul style="list-style-type: none"> ● Toddler Time 10-10:30 am 11-11:30 am ● Family Storytime 6:30-7 pm 	<ul style="list-style-type: none"> ● Family Storytime 10:30-11 am ● Science Zone Super Straw Structures! 1:30-2:30 pm ● Teen After school activity 4-6pm ● Lego Night 6:30-7:30 pm 	<ul style="list-style-type: none"> ● Family Storytime 10:30-11 am ● Free ESL English Class 11-12:30 pm 	<ul style="list-style-type: none"> ● Baby Time 10:30-11:15 am 	<ul style="list-style-type: none"> ● Free Tax Help 10 am-2 pm
23	24	25	26	27	28	29
	<ul style="list-style-type: none"> ● Playgroup 10-11:30 am ● English Conversation Group 6-7:30 pm 	<ul style="list-style-type: none"> ● Toddler Time 10-10:30 am 11-11:30 am ● Family Storytime 6:30-7 pm ● History Pub Clash of the Ash: Hurling in the Pacific Northwest 6:30 pm Doors open at 5 pm 	<ul style="list-style-type: none"> ● Family Storytime 10:30-11 am 	<ul style="list-style-type: none"> ● Family Storytime 10:30-11 am ● Free ESL English Class 11-12:30 pm ● Book Club TBA 6-8 pm 	<ul style="list-style-type: none"> ● Baby Time 10:30-11:15 am 	<ul style="list-style-type: none"> ● Free Tax Help 10 am-2 pm

FEBRUARY





January 2020 Monthly Report



From the Directors Desk:

A New Year and new decade has begun and your Parks and Recreation Department remains dedicated to the wellbeing and quality of life for our entire community. Remember to look through our Activity Guide that comes out three times per year, April, August, and December. We strive to provide quality programs, safe and beautiful parks and customer service second to none.

As was mentioned in the December City Manager report the Parks and Recreation staff had numerous accomplishments in 2019, however we also realize you can always do a little better and a little more. The “new” Dog Park in Memorial Park is taking shape and is scheduled to open in late Spring. This area already has a new parking lot with nice new trails surrounding the park. It will include a permanent restroom facility and a washing station to clean your pup before they jump into the car.

The Parks Crew is enhancing the Murase Play area. It will have new landscaping, a double inclusive swing, and ADA accessible “pour in place” surfacing so everyone can play on the amenities in this beautiful park.

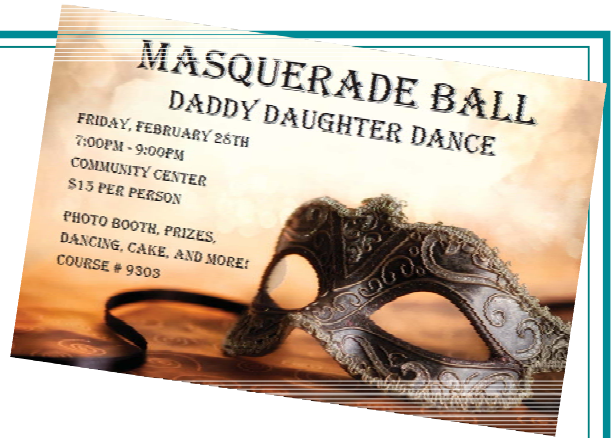
Our Recreation Staff will be supervising our annual (SOLD OUT) Daddy-Daughter Dance on February 28, this year’s theme is Masquerade Ball. Recreational activities play such a vital role in our lives, allowing us to spend time with family and friends and meet new people around the community. Being out and about enjoying nature brings smiles and happiness which is not ready made. It comes from our own actions so please enjoy all that Wilsonville Parks and Recreation has to offer.

Again thank you the citizens of Wilsonville for having us as your Parks and Recreation Team.

-Mike McCarty

Upcoming Event- Daddy Daughter Dance, A Masquerade Ball

The annual Daddy Daughter Dance will take place on February 28 from 7—9 pm at the Community Center. This year's theme is A Masquerade Ball! The event features a themed photo booth, a live DJ, prize giveaways, cake and punch, and dancing! The event is sold out and capped at 140 participants!



Emergency Preparedness Workshop

The Wilsonville Community Seniors hosted an Emergency Preparedness workshop on the afternoon of Saturday, January 28 at the Community Center. Clackamas County Disaster Management and Tualatin Valley Fire and Rescue were both at the event to present on various topics. Participants learned how to create an emergency plan and contact list, and put together a “go-bag”. Other topics included, what to do in case of evacuation, what documents to copy, and TVFR’s procedures in an emergency. This workshop was free to senior community, and filled up at 40 participants.

Task Force Update

The Parks Bond Task Force is comprised of 19 stakeholders with varying interests regarding priorities’ that could possibly be placed on the November 2020 Election. The group has six scheduled meetings with the first three completed as of January 28. Future meetings will be held on February 11 and 25 with the final meeting scheduled for March 10. The goal of this Task Force is to formulate a list of priorities that best benefit the City of Wilsonville, which will be presented to the City Council for discussion in April. A consultant was hired to help this process be successful and thus far all meetings have been quite productive.

Upcoming Classes:

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

Ballroom Dancing for Couples—Tuesdays, March 3—April 21st, 7:45—8:45 pm at the Wilsonville Community Center, Cost: \$176 per couple

Pilates, Core, Balance, & Strength— Fridays, March 6—April 24th, 9:30—10:30 am at the Wilsonville Community Center, Cost: \$65

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

Upcoming Events:

Daddy Daughter Dance— Friday, Feb. 28 Wilsonville Community Center 7:00 pm—9:00 pm - Sold Out

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

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

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

January 2020

Board Updates:

Parks & Rec. Board: The Board met on January 9, and welcomed three new board members; Daniel Christensen, Jennifer Link Raschko, and Jeff Redmon. Topics during the meeting included a parks bond task force update and discussion about board goals for the year.

Wilsonville Community Seniors Inc.: WCSI hosted an Emergency Preparedness Workshop on January 18 at the Community Center. WCSI met on January 8 to discuss applying for the upcoming opportunity grant. The group also wishes to explore opportunities to provide more enrichment programming.

Parks Maintenance Updates:

- Aerated the new dog park for better drainage
- Planted and landscaped new trees at future dog park site
- Installed new landscaping at Stein– Boozier Barn
- Dead tree removal at River Shelter Parking Lot
- Playground safety inspections and upgrades at Memorial Park
- Installed new swings at Town Center Park
- Prepared for new accessible swing install at Murase Plaza playground



Parks Maintenance Updates:



Parks Maintenance Updates:











JANUARY 2020 MONTHLY REPORT

From The Director's Office:

January— a month of beginnings and transitions.

On January 2, we welcomed Mia Pan to the Public Works Department as the new Industrial Pretreatment Coordinator. She is replacing Randy Watson who retired after working 30 years for the City.

Mia comes to us from the Department of Environmental Quality (DEQ) where she was a Water Quality Program Assistant. Prior to working for DEQ, she worked as an intern for World Resource Institute and a teaching assistant at the University of Pennsylvania, School of Arts and Sciences. Mia has a Master's degree in Environmental Policy from University of Pennsylvania and a Bachelor of Arts degree in Sustainable Water Resource Management and Policy from Hampshire College.

As the City's Pretreatment Coordinator, Mia administers the State's industrial waste regulations for local businesses that discharge industrial wastewater into the sewer system. This is required in order to prevent the introduction of harmful pollutants into the sewer system which could degrade the quality of our municipal digested bio-solids, negatively affect the sanitary sewer system or its operations or pass through the treatment plant and contaminate the Willamette River.

Industrial Pretreatment Program activities include administration of waste discharge permits, inspections, enforcement, sample collection to determine compliance, and collection of surcharge and monitoring fees. Monitoring is conducted within the City to trace discharges that could harm workers or disrupt treatment plant operations. As the Program Coordinator Mia will work with businesses to help them identify and employ pollution prevention practices.

Additionally, Mia will educate citizens on methods to keep fats, oils, and grease (FOG) from damaging plumbing pipes, the collection system, the wastewater treatment plant, and the environment.



Mia Pan, Industrial Pretreatment Coordinator

Best Regards, Delora Kerber

Emergency Management

Community Preparedness Event—Are you Ready?

Public Works staff was recently asked to present on the City’s Emergency Management (EM) Program and its efforts to prepare the City and the community for any anticipated disasters. The January 18 event was attended by over 40 Wilsonville residents and community members. The event focused on individual preparedness and how to accomplish this.

Presentations began with Nancy Bush, Director of Clackamas County Disaster Management, providing an overview of the County’s and State’s emergency management programs and responsibilities. She explained how each County is required to have a designated EM program with a point persons to oversee state and federal assistance. She also provided an overview of the partnership between the City and the County to assist the Wilsonville community in emergency preparedness including the development of the Natural Hazard Mitigation Plan and the Regional Debris Management Plan.

Martin Montalvo, Public Works Operation Manager presented on behalf of the City, and explained the City’s assorted efforts to develop an all hazards EM Program. He provided an overview of the City’s various plans and programs that are in place as well as the City’s responsibilities in a regional emergency. He then provided information regarding each individual’s responsibility for personal preparedness. Several online resources, both from the City’s website and other regional partners were provided to help the attendees prepare individual and family emergency plans.

Lastly, Tualatin Valley Fire & Rescue staff attended and presented on the fire districts efforts in a regional emergency .



Roads & Storm Water Division

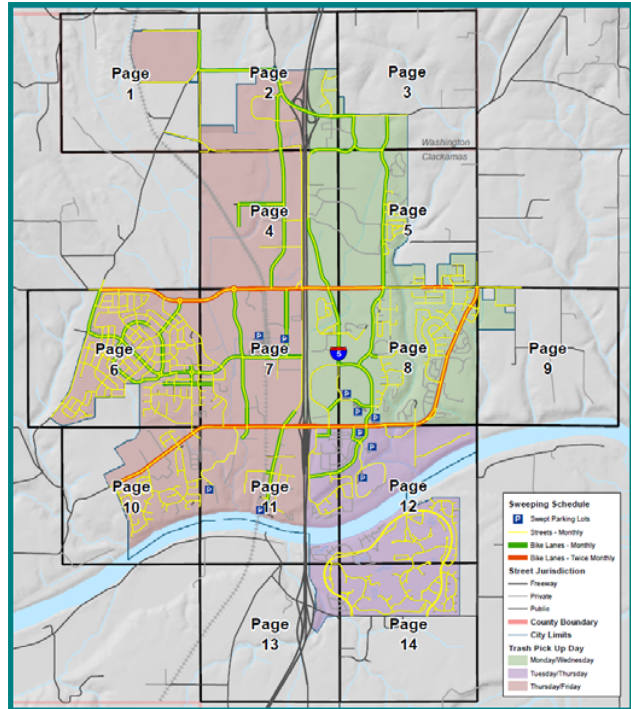
New Approach to Street Sweeping

In late 2019, City Council approved a new contract for street sweeping services for the City of Wilsonville. Roads Division staff have been working with the new contractor, Green Sweep Asphalt Services to develop a new approach to street sweeping and improve the overall level of service for the community.

The first step was to redefine the terms of the contract and have it approved by Council. The contract now allows for real time tracking of sweepers within the city and confirmation that the sweepers are actually sweeping not merely driving in the area.

Once a contractor was selected staff worked with them to develop a system map that was easily implementable by the contractor and would allow for increased community awareness of sweeping activities. The new system will allow staff to post the projected sweeping areas for the week and update the progress through the City’s website. The new system broke the City into quarter mile blocks using the existing Township-Range-Section (TRS) system that surveyors utilize. Using the TRS system will have impacts beyond street sweeping as it is universal for the City and adjoining areas. It allows for future expansion of its corporate boundaries without having to modify how we approach the work.

Lastly, staff met with the new contractor to discuss new approaches and solutions to achieve the City’s goals. Concessions and agreements were made by both parties to assure the quality was achieved without impacting the cost of the overall contract. In some instances hours of service were altered, in others some the method of sweeping was modified, all with the end goal in mind.



The new 1/4 mile Township-Range-Section Map book allows for better scheduling and tracking of work.



New approaches to known problem areas were addressed to assure the community an increased level of service.

Roads & Storm Water Division

Root Invasion of Storm Line

During the week of January 6 the Public Works Department received a phone call about some flooding that was occurring on Wilson Lane. Water was backing up out of the catch basins and flooding the street. The stormwater crew was dispatched to investigate the situation. They found catch basins and storm lines completely full of roots which had infiltrated the storm system. The crew cleared roots out of 80 feet of 12" diameter pipe which instantaneously reduced the flooding on Wilson Lane. Stormwater personnel will continue the clearing roots from the catch basins and an additional 400 feet of pipe with the goal of having this area completely root free by the end of February.



Stormwater Maintenance Specialists Jay Herber and Randy Burnham clear a root engulfed catch basin with the vector



Randy Burnham cutting root out of a catch basin with saw

Utilities Division ~ Water

Annual Hydrant Inspection Program

The water crew wrapped up the annual hydrant inspection program which involves inspecting 20% of the 1,215 fire hydrants in the system each year. The inspections involve checking the operation and structure of the hydrant. Each hydrant is operated to make sure it opens and closes properly and does not leak once it is closed. Any operational defect that is discovered is repaired immediately. The crew checks to make sure each hydrant is labeled correctly with the City's hydrant numbering system and makes notes if the hydrant requires new paint or landscaping needed in order to allow easy access to the hydrant.



Water Distribution Technician Jerry Anderson performing a Hydrant Inspection

Utilities Division ~ Sewer

Annual Inflow and Infiltration Report

As part of the National Pollutant Discharge Elimination System (NPDES) permit, the City is required to fill out an Inflow and Infiltration (I & I) report. The (I & I) report is for the calendar year and requires statistics about how much sewer line was cleaned and how many manholes were repaired. In 2019 the sewer crew cleaned over 148,000 linear feet of sanitary sewer which is a new record high for the City. In previous years manhole repairs were primarily performed by contractors, but with the experience that new staff has brought to the City, these repairs are now being performed in house. In 2019 the crew repaired 13 manholes.



*Kyle Bean and Chad Whiting
Cleaning the Sewer*



Manhole Entry

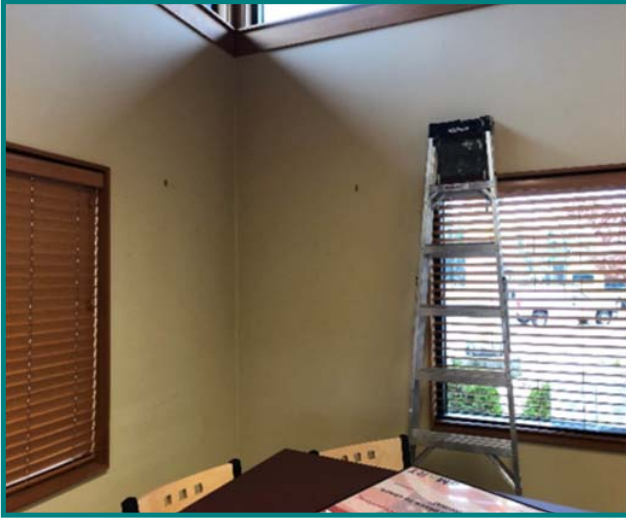


Kyle Bean in a Sewer Manhole

Facilities Division

Rainy Day Inside Work

The darker, wetter, winter months provide the Facilities crew with an opportunity to concentrate on repairing or replacing interior finishes by utilizing the slow season to partner with contractors. Facilities Technicians Ivan Crumrine and Javid Yamin worked with Transit Supervisors and the painting contractors to perform drywall repairs and brighten the room by painting it with a lighter color. This included staff being onsite at 5:00 am to rehang all posters and return furniture to its original place prior to staff beginning their work day.

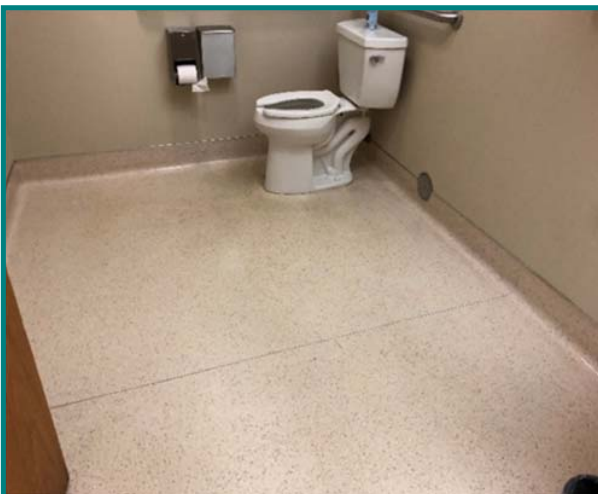


WES ~ Before

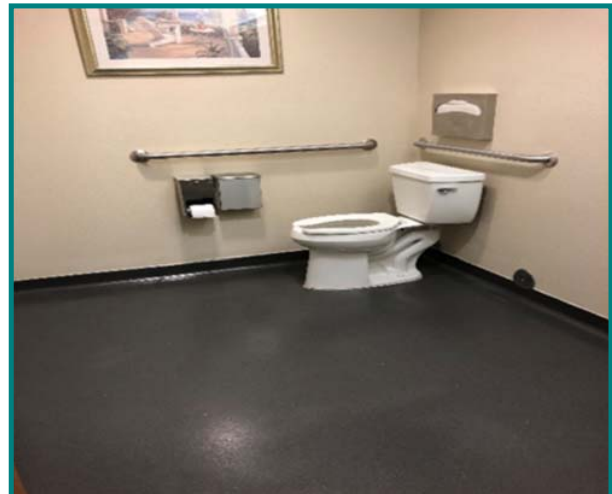


WES ~ After

While at the International Facility Conference in October, Facility Technicians Javid Yamin and Ivan Crumrine discovered a new state-of-the-art floor refinishing method that offered unparalleled durability, anti-microbial sealant, and a beautiful aesthetic design. The flooring system also provides superior slip-resistant finish, which is a very important factor in the Community Center. Due to permanent stains and some material failure both of the hallway restrooms underwent this transformation.



Community Center ~ Before



Community Center ~ After

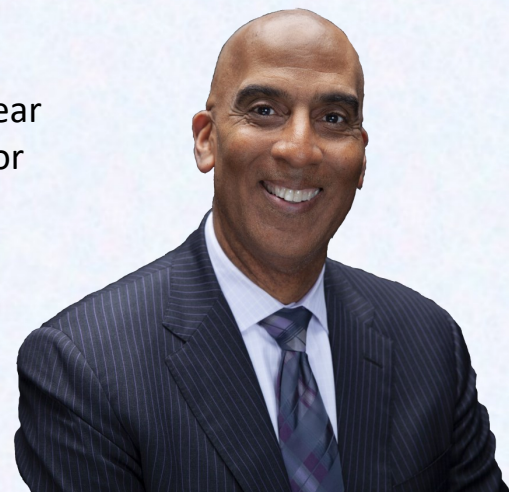
Celebrate. Challenge. Commit.

January 2020 Report

With a new year comes new and exciting possibilities for human kindness, opportunities to share the bounty of our success with those less fortunate. To this end, I challenge each of us to commit this year to the pursuit of altruistic endeavors. Let us collectively commit to giving without expecting anything in return, to caring without discriminating, to standing up for right when others may choose to sit it out, to speak loudly for those without a voice and, most importantly, let us vow to love each other without measure or fear. Yes, this is the hope that I cling ever so tightly to as we enter 2020 together.

As we celebrate the birth and accomplishments of Dr. Martin Luther King, Jr., we should look to his words, as a beacon light of hope. He thought, "Life's most persistent and urgent question is, what are you doing for others?"

Dwight Brashear
Transit Director



Meet Transit Management Analyst Anne MacCracken

SMART/Fleet is pleased to announce the appointment of Mary “Anne” MacCracken to the position of Transit Management Analyst, effective Monday, January 27. Her two decades in the transit industry has taken Anne to California, Arizona, and most recently Texas. Anne is a graduate of Portland State University, holding degrees in geography and economics.

In her role as transit management analyst, among other duties, Anne will be responsible for developing, refining and mining data for SMART/Fleet. In addition, Anne will serve as lead relative to our National Transit Database reporting, as well as overseeing all internal and external surveying.

Please join the SMART/Fleet team as we welcome Anne to the Wilsonville family.



Transportation Options - Michelle Marston Program Coordinator

SMART spoke at the Transportation Options Group of Oregon (TOGO) Annual Statewide Meeting on Friday, January 17, at Metro. We shared information on all the youth outreach for active transportation that has been happening in Wilsonville over the last year.



Shielagh Griffin presenting at TOGO

SMART has been seeking partners for the Walk at Lunch program. This year we aim to host 19 group walks, beginning with April 29 on National Walk at Lunch day. As always, each walk is held on a Wednesday.

Safe Routes to School - Sheilagh Griffin TDM Technician

SMART presented our Safe Routes to School (SRTS) Programs/events at the Annual Transportation Options Group of Oregon (TOGO) meeting. It was a great opportunity to share with the state transportation options community what SMART SRTS activities we have done in 2019 and our plans for 2020.

In 2020 we will repeat our Annual Bike Rodeo at the City Wellness Fair, a bike rodeo at Lowrie Primary, Bike Fairy Day, and another Group Bike Ride. We will also collaborate with Wood Middle School Bike Safety Program, and hold more Bike on Bus Clinics.

SMART is planning to expand programs for 2020 by adding additional Learn to Ride Clinics at Wilsonville schools, a second week of Adventure Bike Camp and a long weekend Family Bike Camp. SMART will provide bike/pedestrian

Vanpools are one step closer to being a reality when the signing of the contract between the City of Wilsonville and *Commute with Enterprise* occurs. Then we can begin informational meetings with the large employers of Wilsonville.



*New logo created Jan 2020,
Alta Planning*

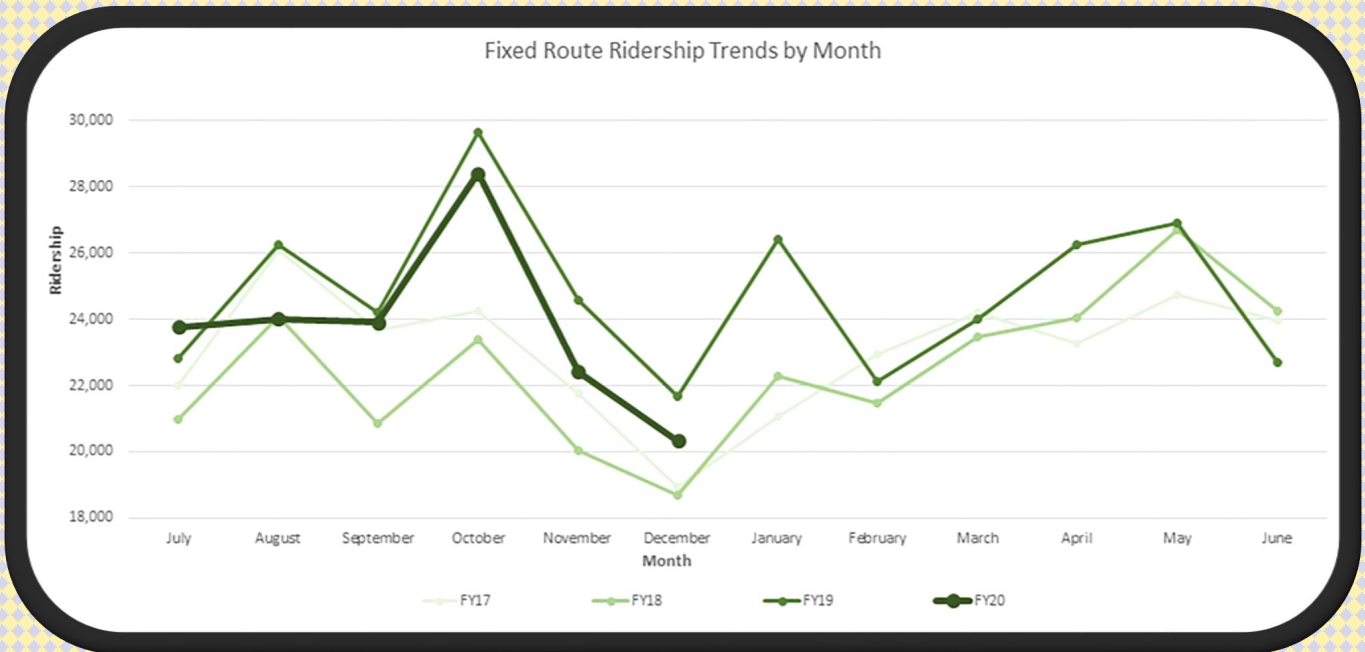


Crossing guard at Boeckman Creek School

safety instruction in two schools (Lowrie Primary and Meridian Creek Middle School); develop a consistent district-wide crossing guard program in partnership with West Linn-Wilsonville School District; develop active transportation clinics in partnership with WashCo Bikes; and coordinate another bike drive for a primary school in collaboration with WashCo Bikes.

SMART is working with City of Wilsonville engineering department on updating the Safe Routes to School action plans for Wilsonville schools. Current action plans were created in 2011. SMART will be asking parents of Wilsonville students to complete a survey with help from Wilsonville schools to understand how children get to and from school.

Operations - Eric Loomis Operations Manager



Rather than comparing monthly ridership to the previous month and year, we hope this graph depicts our ridership trends in a more pleasing format. Ridership varies throughout the year as shown in the graph, which can be difficult to see if

we are only comparing our numbers to the previous month. This bird's-eye view can help us better understand where our ridership is and what types of decisions we need to make if there significant decreases from year-to-year.

Fleet Services - Scott Simon Fleet Services Manager

Among the advanced features of our electric buses is a web portal for vehicle service. Proterra can monitor the performance of our buses and charging systems remotely. The web-based program allows us to see if the chargers are online, and if the vehicles are operational. Additional features include tracking of warranty claims, communication notes between Proterra's field service staff and our shop staff are logged in real time, and are closed when issues are resolved.

This backside technology has proven to be a very helpful feature, as it allows Proterra to assist with field

repairs and updates, often eliminating the need to send a service tech to travel to our location.

Buses Available	Chargers Available
2	2
Buses OOS	Chargers OOS
0	0

Total Campaign Lines Open on Fleet
5

Task	Action Log	Status	Done	Assigned To
Wants vehicle efficiency reports		Not Started	<input type="checkbox"/>	Richard Langdon
Open Tasks will be entered here	Actions will be documented here		<input type="checkbox"/>	Task Champion

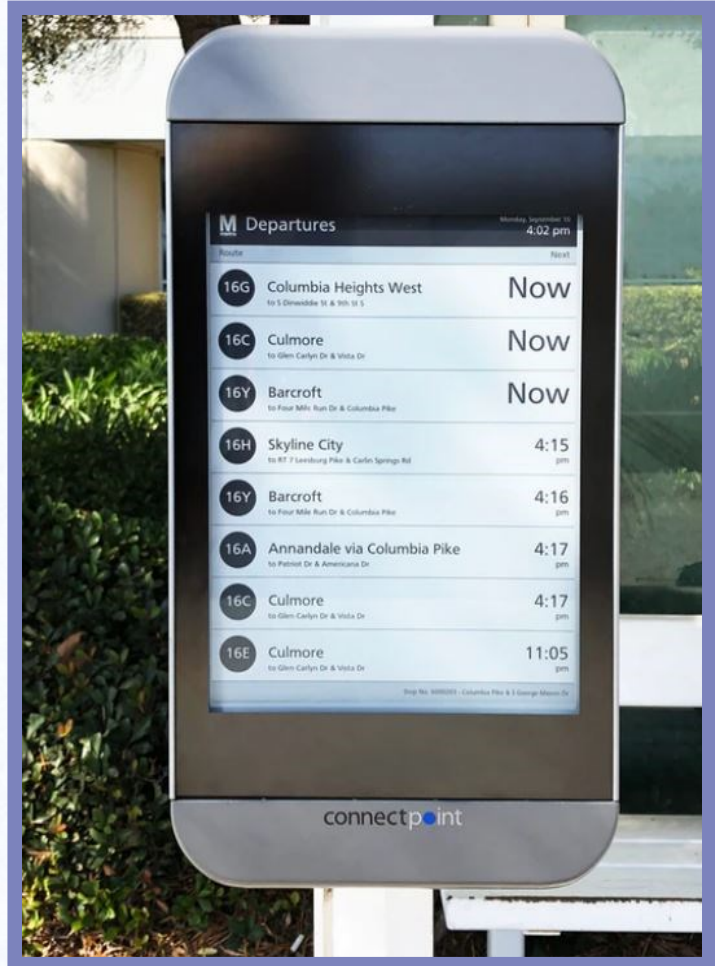
Grants and Programs - Elli Work

Grants and Programs Manager

School events; and installing

January was a time to reflect on accomplishments and plan for new and exciting projects. It's nice to realize there are also projects that are coming to fruition: the SMART parking lot expansion – made possible through 5307 formula funds -- is on track for April and the Transportation Options (TO) Program assessment – through a Metro grant – will happen this spring/summer. This is great news as we are also on track to receive vehicles made possible through a state discretionary grant.

The new projects include tackling the 2020 FTA Triennial Audit; submitting the 2020 Low or No (LONO) Emission Vehicle Program. It's the federal portion of the funding we used to purchase our two battery-electric buses. I'm not certain what you're referring to with the yellow and gray contrast. Grant; effectively managing the Statewide Transportation Improvement Fund and associated reports; implementing the vanpool project; holding even more TO and Safe Routes to



13" Solar-powered eReader
additional shelters and
eReaders at bus stops.