



City Council Meeting March 1, 2021

**Executive Session 5:00 pm
Work Session 5:25 pm
Council Meeting 7:00 p.m.
Urban Renewal Agency Following Council Meeting
(All held in Council Chambers)**

This meeting is taking place with social distancing precautions in place:

- Councilors are participating virtually, via Zoom videoconferencing.

To Provide Public Comment:

- Written comments may be submitted to the City Recorder (Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, OR 97070).
- Digital comments (email) may be submitted to cityrecorder@ci.wilsonville.or.us.
- Individuals may participate online through the Zoom videoconferencing platform.
- Contact City Recorder at (503) 570-1506 cityrecorder@ci.wilsonville.or.us to register.

You can watch the City Council Meeting here:

You Tube: [youtube.com/c/CityofWilsonvilleOR](https://www.youtube.com/c/CityofWilsonvilleOR)

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

City of Wilsonville

City Council Meeting

March 1, 2021



AGENDA

**WILSONVILLE CITY COUNCIL MEETING
MARCH 1, 2021
7:00 P.M.**

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

Mayor Julie Fitzgerald

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, Work Session, City Council, and URA meetings
will be held in the Council Chambers, City Hall, 1st Floor**

- | | | |
|------------------|---|-----------|
| 5:00 P.M. | EXECUTIVE SESSION | [25 min.] |
| | A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions
ORS 192.660(2)(h) Legal Counsel / Litigation | |
| 5:25 P.M. | REVIEW OF AGENDA AND ITEMS ON CONSENT | [5 min.] |
| 5:30 P.M. | COUNCILORS' CONCERNS | [5 min.] |
| 5:35 P.M. | PRE-COUNCIL WORK SESSION | |
| | A. Transportation Performance Evaluation Report (Le) | [15 min.] |
| | B. DEI Bylaws Introduction (Monahan) | [30 min.] |
| | C. 5 th Street/Kinsman Road Extension Update (Weigel) | [20 min.] |
| 6:40 P.M. | ADJOURN | |

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, March 1, 2021 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on February 16, 2021. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

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
- B. Draft Mayor's Letter to Rep. Courtney Neron, RE Request for Legislation in 2021 Legislative Session to Implement Next Phase in ODOT's Proposed I-5 Boone Bridge and Seismic Improvement Project (Ottenad)

7:20 P.M. COMMUNICATIONS

- A. "Solar Harvest" Project at OSU's North Willamette Research and Extension Center (NWREC), Aurora (Chad Higgins/ Mike Bondi/ Dan Orzech)

7:35 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.

7:45 P.M. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

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

8:00 P.M. CONSENT AGENDA

- A. **Resolution No. 2873**
A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Autumn Park Apartments, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc. (Katko)
- B. **Resolution No. 2874**
A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Charleston Apartments, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc. (Katko)
- C. **Resolution No. 2875**
A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Creekside Woods LP, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc. (Katko)
- D. **Resolution No. 2876**
A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Rain Garden Limited Partnership, A Low-Income Apartment Development Owned And Operated By Caritas Community Housing Corporation. (Katko)

E. **Resolution No. 2877**

A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 to ORS 307.548 For Wiedemann Park, A Low-Income Apartment Development Owned And Operated By Accessible Living, Inc. (Katko)

F. **Resolution No. 2881**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Moore Excavation, Inc. For Construction Of The 5th Street / Kinsman Road Extension Project. (Weigel)

G. Minutes of the February 18, 2021 City Council meeting. (Veliz)

8:10 P.M. NEW BUSINESS

A. None.

8:10 P.M. CONTINUING BUSINESS

A. None.

8:10 P.M. PUBLIC HEARING

A. None.

8:10 P.M. CITY MANAGER'S BUSINESS

8:15 P.M. LEGAL BUSINESS

8:20 P.M. ADJOURN

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

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.

WILSONVILLE TRANSPORTATION PERFORMANCE REPORT UPDATE

COUNCIL MEETING
MARCH 1, 2021

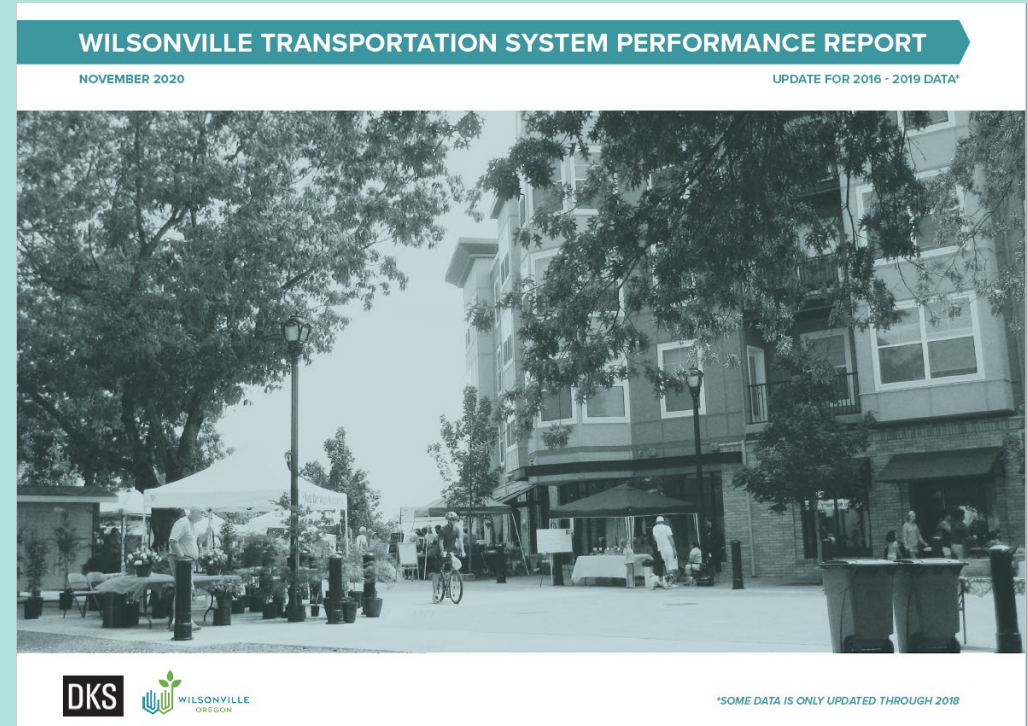
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PURPOSE OF PERFORMANCE REPORT

- *To help the City monitor its planning and engineering efforts and determining if they are leading to desired outcomes*
- *To quantify the incremental progress that is made towards the City's seven transportation goals*
- *Track the impacts of regional transportation growth on Wilsonville streets*



WILSONVILLE GROWTH STATISTICS

Compared to
Washington County: 1.7%
Clackamas County: 1.2%

2.8% AVERAGE POPULATION GROWTH
PER YEAR (2004–2019)



Data from US Census Bureau (2017)

TRANSPORTATION PERFORMANCE GOALS

TSP Goal	Measure
1. Safe	Fatal and Serious Injury Collisions
2. Connected and Accessible	Multimodal Connectivity
3. Functional and Reliable	Intersection PM Peak Hour Delay
	Travel Time Reliability
	Freight Travel Time Reliability
4. Cost Effective	Pavement Condition
5. Compatible	Cross-Section Compliance
6. Robust	Transportation Mode Share
7. Promotes Livability	Positive Citizen Survey Response
	Health Conditions/Healthy Lifestyles

GOAL 1: SAFE

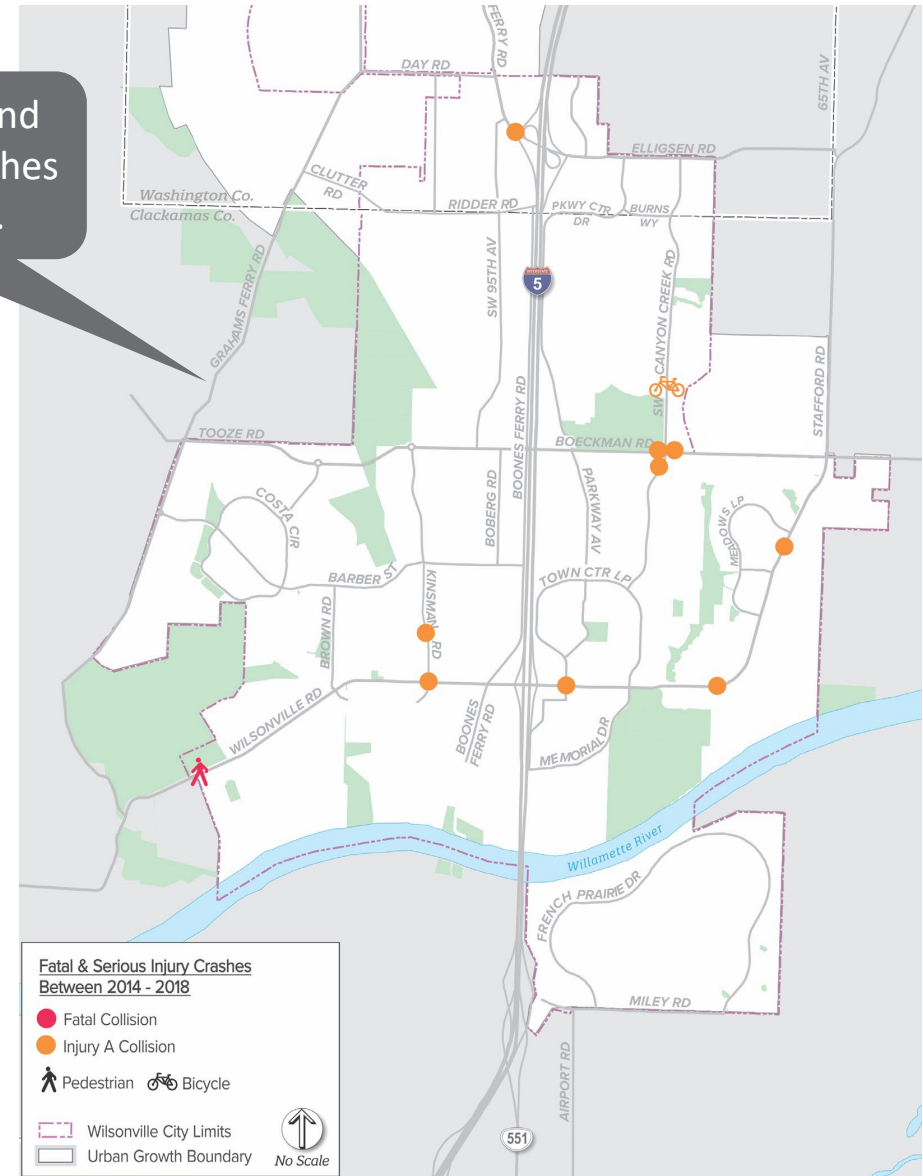
Objective: Eliminate traffic fatalities and serious injuries on City streets

- *The average rate of fatal and serious injury crashes was 2.9 crashes/year in the **previous report**.*
- *The average rate of fatal and serious injury crashes is 2.5 crashes/year based on most recent data.*
- *Today, the average rate for fatal and serious injury crashes is 5.9 crashes/year in Oregon.*

Location of fatal and serious injury crashes from 2014 – 2018.

Recommended Actions

- Identify funding for TSP projects that improve multimodal safety
- Focus on projects for Safe Routes to Schools, buffered & protected bike lanes, enhanced crossings, and sidewalk infill



GOAL 2: MULTIMODAL CONNECTIVITY

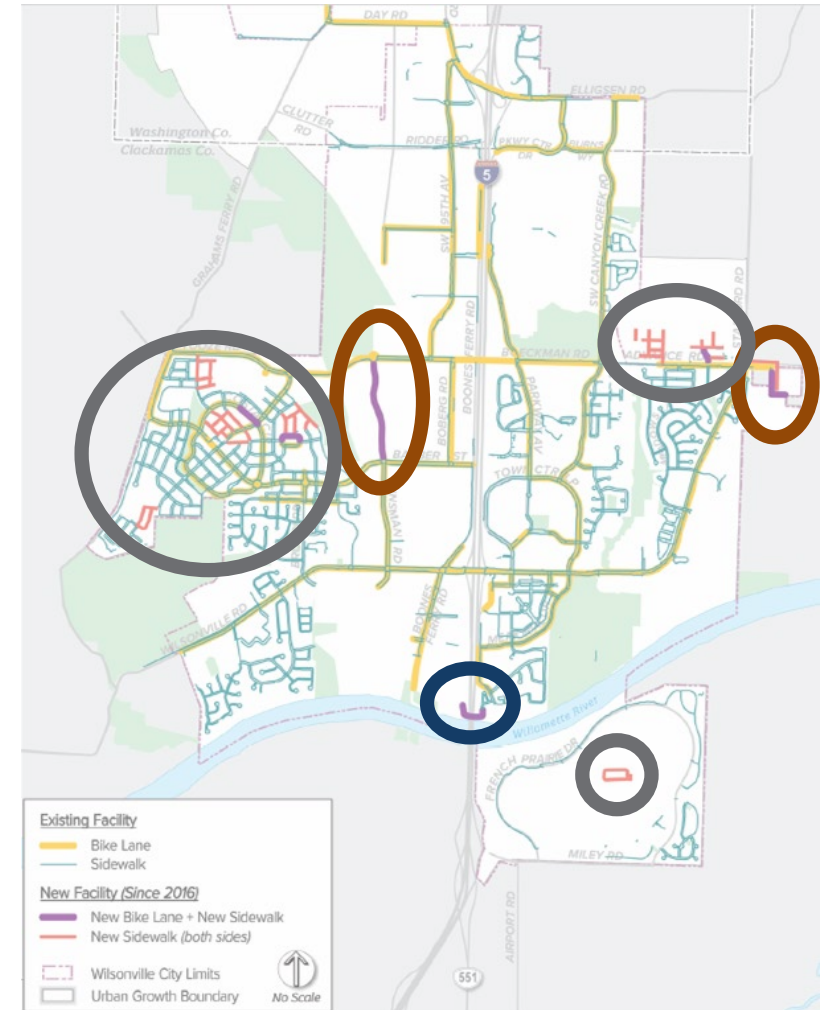
Objective: Provide residents with multimodal access to parks, schools, employment centers, retail areas, and surrounding regions.

Improvements to multimodal connectivity that were built between 2016 – 2018:

- New bike lanes + sidewalks
- Sidewalk infill in and bike lane additions within
- Multi-use Path under I-5 north of Willamette River

Recommended Actions

- Identify funding for continued sidewalk infill and new bike lane connections



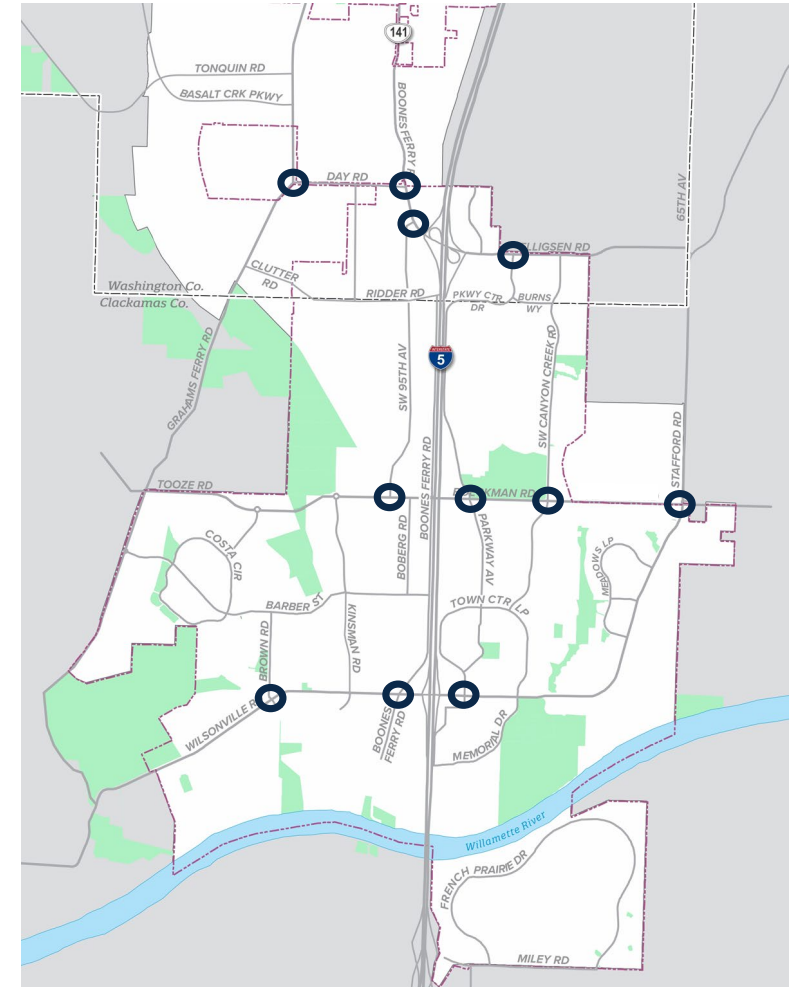
GOAL 3: FUNCTIONAL & RELIABLE

Objective: Maintain acceptable levels of traffic delay (LOS D or better) at key intersections during the PM peak hour.

- All 11 key intersections meet the City's standard of LOS D.
- Recent arterial and collector street extensions have attributed to improved local connectivity and additional trip options.
- Increased housing options within Wilsonville has reduced demand for I-5 trips.

Recommended Actions

- Continue to upgrade traffic signal controllers to improve efficiency.
- Work with Clackamas County to evaluate busier corridors that might benefit from optimized signal timing and/or coordination.



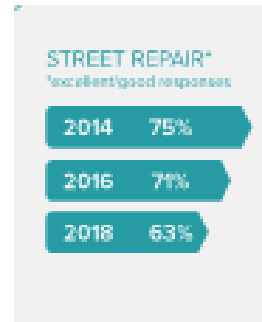
GOAL 4: COST EFFECTIVE

Objective: Maintain good pavement conditions that help reduce more costly expenses in the future.

Based on data and PCI reports, the average PCI score for local, collector, and arterial streets within the City have been in “Fair” condition since 2000.

Recommended Actions

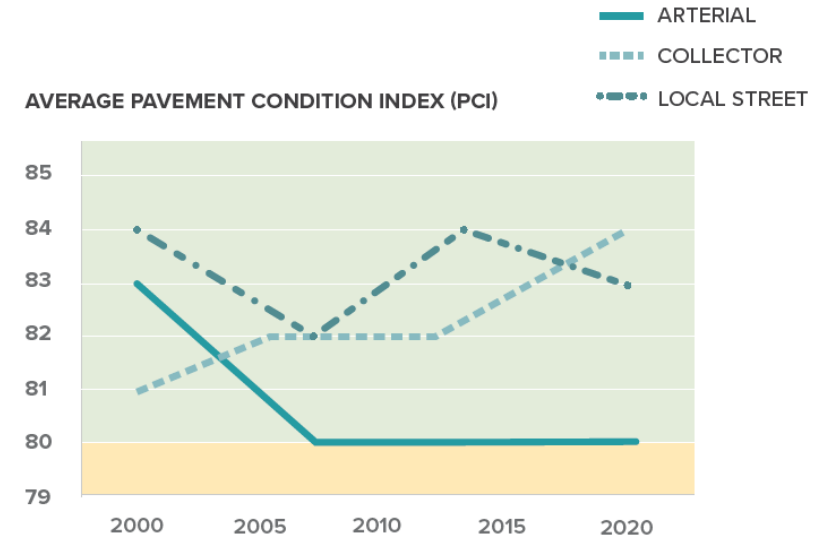
- Create an action plan for the public’s high priority roadways that target areas of concern.
- Partner with private developments to help fund full street pavement repairs as part of development construction.



PAVEMENT CONDITION INDEX (PCI)



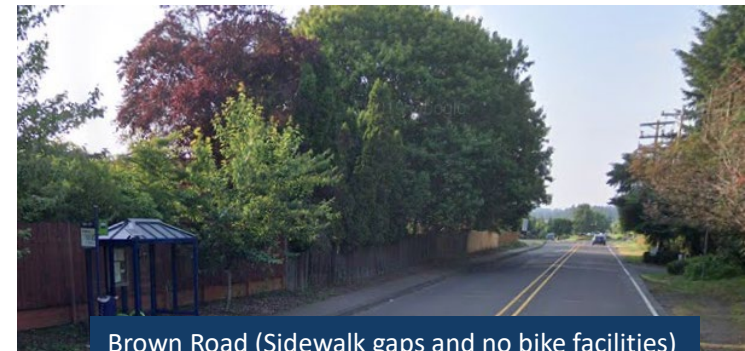
AVERAGE PAVEMENT CONDITION INDEX (PCI)



GOAL 5: CROSS SECTION COMPLIANCE

Objective: Ensure Wilsonville’s multimodal transportation corridors include adequately designed facilities to serve all intended users.

- Streets that were upgraded between 2016 – 2020:
 - Tooze Road Upgrade (Minor Arterial)
 - Grahams Ferry Road Upgrade (Minor Arterial)
 - Kinsman Road extension (Collector)
- Streets that require urban upgrades:
 - Boeckman Road (Major and Minor Arterial)
 - Parkway Avenue (Minor Arterial)
 - Brown Road (Collector)
 - Garden Acres Road (Minor Arterial)*
*Currently under construction



Recommended Actions

- Continue to implement the City’s TSP Urban Upgrades (UU) projects that bring streets up to City cross section standards.

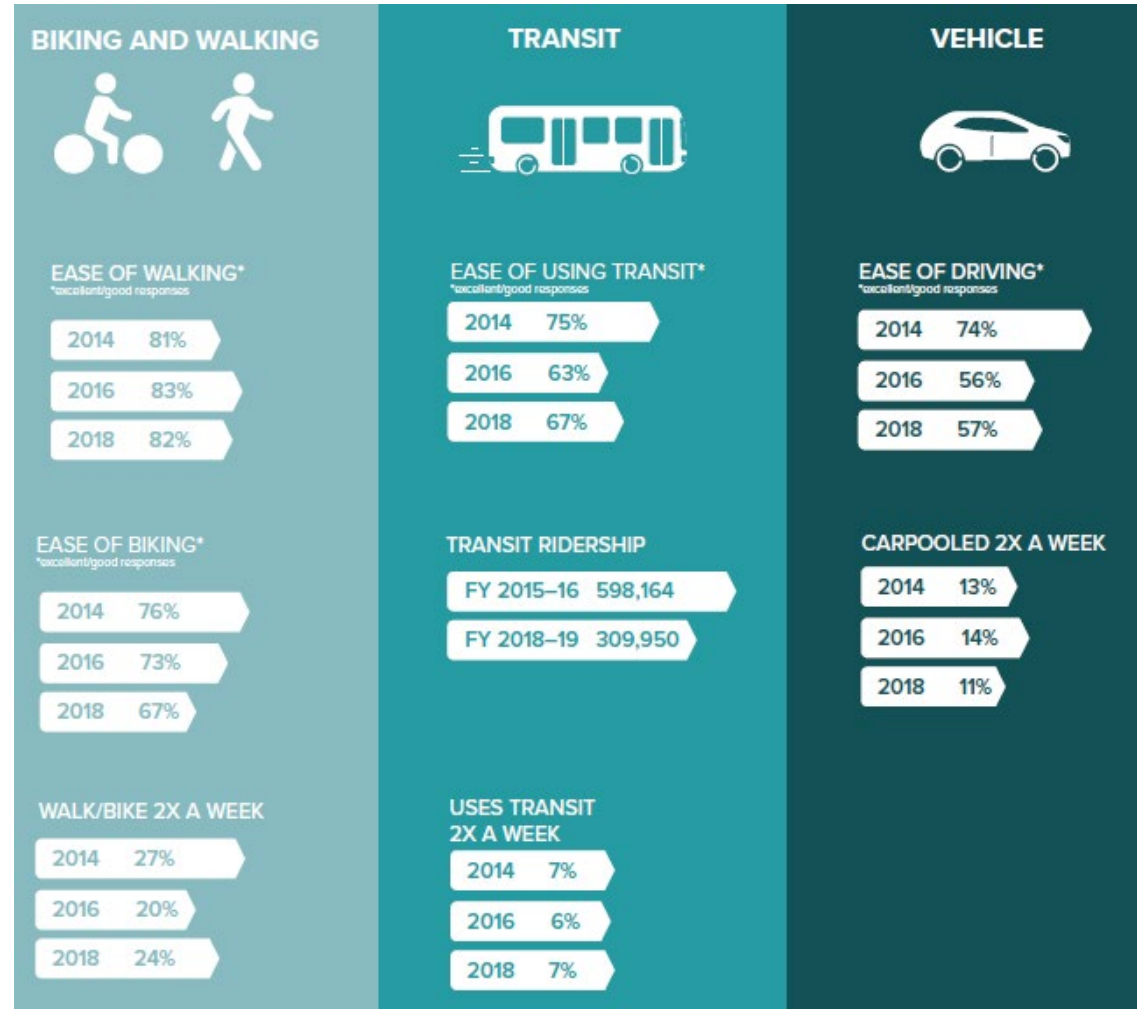
GOAL 6: TRANSPORTATION MODE SHARE

Objective: Accommodate transportation choices for drivers, pedestrians, bicyclists, and transit riders.

Overall citizens feel the ease of walking, biking, and using transit is positive (near or above 70% Excellent or Good rating).

Recommended Actions

- Support SMART in exploring/improving data collection that more fully assess transportation mode share in Wilsonville
- Continue to build multimodal, transit, and new street projects that fill in gaps in connectivity.



GOAL 7: POSITIVE CITIZEN SURVEY RESPONSE

Objective: Maintain positive citizen satisfaction with the City’s transportation facilities and services. Provide transportation facilities that support improved health of residents.

Overall citizens feel the overall built environment and health and wellness is positive.

Recommended Actions

- Use responses to guide funding decisions and program identification for projects that matter to citizens
- Implement social media and news campaigns to promote active transportation and citizen awareness of walking and biking infrastructure



QUESTIONS?

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CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 1, 2021	Subject: Diversity, Equity and Inclusion Committee Bylaws Staff Member: Bryan Cosgrove, City Manager and Zoe Monahan, Assistant to the City Manager Department: Administration	
Action Required	Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input 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: Provide feedback regarding the development of bylaws for the Diversity, Equity and Inclusion Committee.		
Recommended Language for Motion: N/A		
Project / Issue Relates To: Diversity, Equity and Inclusion Committee		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Provide feedback regarding the proposed draft bylaws to develop a new Diversity, Equity, and Inclusion Committee.

EXECUTIVE SUMMARY:

The City Council has expressed interest in exploring Diversity, Equity, and Inclusion work since summer 2020. Staff took the time to evaluate options and start a conversation with several key stakeholders in the community. City Manager Bryan Cosgrove hired Bill de la Cruz to assist staff in these conversations to help us better understand how various groups view Wilsonville. The City Council hosted a community listening session in December, after which staff discussed forming an ad hoc task force to start to develop a plan to move forward.

On January 14, 2021, City Council unanimously voted to direct the City Manager to create a City Diversity, Equity, and Inclusion Committee. On February 18, 2021, the City Council was comfortable with the application, application process and timeline described by City Manager Bryan Cosgrove and facilitator Bill de la Cruz.

This will be an official City board and needs an official charter. Staff has developed a draft charter (Attachment A) to frame the purpose and makeup of the committee. The charter will continue to be refined based on City Council feedback and expected to be adopted by City Council in the spring. The new committee will likely be appointed in the late spring and start meeting in summer 2021.

In developing a recommended strategy, it is anticipated that the committee will focus on these recommendations brought forward by community members during the listening session:

- Increased Representation, Diversity on City Boards and Committees
- Consistent City communication to brand Wilsonville as an inclusive community
- More Inclusive Cultural Events, Celebrations & Holiday Recognitions
- Education to the Broader Community (how to address micro-aggressions, etc.)
- Opportunities for DEI Advocates to Network and Work More Efficiently Together

EXPECTED RESULTS:

Establish a Diversity, Equity and Inclusion Committee as directed by the City Council at their January 14, 2021 meeting. After establishing the committee, it is anticipated that the committee will develop a strategy with the assistance of the facilitator and make recommendations to the City Council to elevate the City's Diversity, Equity, and Inclusion (DEI) work.

TENTATIVE TIMELINE:

- Review the draft bylaws and provide feedback – March 2021
- Review revised draft bylaws and provide feedback – April/ May 2021
- Adopt final bylaws – May/ June 2021

CURRENT YEAR BUDGET IMPACTS:

The Administration department is using funds in the FY 2020-21 budgeted for special projects for a facilitator and translation services. The Administration department also plans to budget funds in the upcoming FY 2021-22 budget to continue this work out of the special project funds as well as planning for additional translation services out of the communications budget. There are no additional costs to develop the bylaws.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 2/24/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 2/25/2021

The draft charter will continue to be refined by legal and administration staff.

COMMUNITY INVOLVEMENT PROCESS:

Staff has been meeting with a small group of citizens to start a conversation about diversity, equity and inclusion in Wilsonville. The group met on four occasions with the City’s facilitator Bill de la Cruz (November 5, November 10, November 24, 2020 and January 11, 2021). The City also held a community Listening Session on December 8, 2020. The event was advertised in the Boones Ferry Messenger, Facebook, and Spanish radio station KWIP. Approximately 70 participated in the zoom meeting including Mayor, City Councilors, Mayor-elect and City Staff. The meeting was facilitated and a Spanish interpreter was available.

The community can provide input during the bylaw review discussion with City Council prior to adoption.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The City desires to seek diverse viewpoints and increase participation by traditionally marginalized communities. By forming a DEI committee the following are expected to be addressed in the strategic plan and committee work:

- Increased Representation, Diversity on City Boards and Committees
- Consistent City communication to brand Wilsonville as an inclusive community
- More Inclusive Cultural Events, Celebrations & Holiday Recognitions
- Education to the Broader Community (how to address micro-aggressions, etc.)
- Opportunities for DEI Advocates to Network and Work More Efficiently Together

ALTERNATIVES:

The City Council can also choose not to move forward with a DEI Committee bylaws.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Draft Diversity, Equity, and Inclusion Committee Charter

City of Wilsonville Diversity, Equity and Inclusion Committee Charter

February 2021

The Diversity, Equity and Inclusion Committee is hereby created as a deliberative and recommending body of the City Manager’s Office, subject to the following:

Section 1. Name of Committee: Diversity, Equity and Inclusion Committee (“Committee”).

Section 2. Purpose: To create a culture of acceptance and mutual respect that acknowledges differences and strives for equitable outcomes of opportunity, access and inclusion by:

A. Advising the Wilsonville City Council (“Council”) on policy decisions related to diversity, equitable outcomes, and inclusion;

B. Making recommendations to the Council on public engagement strategies and methods by which all Wilsonville residents have the opportunity to better participate in the decision-making process;

C. Advising the City on culturally responsive service delivery, programming, and communication strategies;

D. Creating, updating and overseeing progress on the City’s Diversity, Equity and Inclusion Plan;

E. Identifying local community leaders and building more leadership capacity in Wilsonville’s diverse communities.

Section 3. Appointment: The Mayor appoints and the City Council confirms Committee members, who serve at the pleasure of the Council.

Section 4. Membership:

A. *Number of Members.* The Diversity, Equity, and Inclusion Committee shall be composed of nine (9) to eleven (11) members.

B. *Residency.* Members must reside, own a business, or attend school within the City of Wilsonville city limits. A majority of members appointed must reside within the City limits. The

Council can appoint a member or members to the Diversity, Equity, and Inclusion Committee who does not meet any of these residency criteria if it is determined that the member brings significant value to the Committee.

C. *Appointments.* The Council will appoint the committee members. The Council will strive to appoint members to the Diversity, Equity, and Inclusion Committee who bring their lived experiences as Black, Indigenous, and People of Color (BIPOC); lesbian, gay, bisexual, transgender, queer/questioning, intersexed, asexual, other sexualities, sexes, and gendered/non-gendered (LGBTQIA+) people, and/or people experiencing disabilities. Appointed members will be expected to think broadly in terms of how issues of racism, sexism, ableism, and other discriminatory and prejudicial biases impact all residents in Wilsonville.

D. *Terms.* Except as otherwise provided below, Committee Terms are for three years, commencing with January of each year. All members may serve two consecutive four-year terms. Members who have served two full terms may be reappointed to the Diversity, Equity, and Inclusion Committee after a four-year hiatus from the Committee.

E. *Removal.* A Committee member may be removed by the Council for misconduct, nonperformance of duty, or three successive unexcused absences from regular meetings. Committee members may, by motion, request that a member be removed by the Council.

F. *Youth Members.* The Council will appoint one Wilsonville high school student to serve a two (2) year term on the Committee. The youth member will be a voting member.

Section 5. Term of Voting-Member Appointments: To begin, Members will be appointed for staggered three-year terms based on the fiscal year, scheduled so that two (2) or three (3) members are appointed or reappointed each year. A vacancy in a position may be appointed to fulfill the remainder of any term. Terms of appointment for less than three years shall not count towards the maximum time of service.

At the outset of the Committee, voting positions will be staggered as follows: three (3) positions are one-year or slightly less in duration and four (4) positions are a two-year duration or slightly

less in duration, and four (4) positions are full three-year appointments or slightly less in duration; assuming appointment by June 1, 2021:

- Position #1 – 1-year term: 4/1/21 – 12/31/22 next term: 1/1/22-12/31/25
- Position #2 – 1-year term: 4/1/21 – 12/31/22; next term: 1/1/22-12/31/25
- Position #3 – 1-year term: 4/1/21 – 12/31/22; next term: 1/1/22-12/31/25
- Position #4 – 2-year term: 4/1/21 – 12/31/23; next term: 1/1/23-12/31/26
- Position #5– 2-year term: 4/1/21 – 12/31/23; next term: 1/1/23-12/31/26
- Position #6– 2-year term: 4/1/21 – 12/31/23; next term: 1/1/23-12/31/26
- Position #7– 2-year term: 4/1/21 – 12/31/23; next term: 1/1/23-12/31/26
- Position #8 – 3-year term: 4/1/21 – 12/31/24; next term: 1/1/24-12/31/27
- Position #9 – 3-year term: 4/1/21 – 12/31/24; next term: 1/1/24-12/31/27
- Position #10 – 3-year term: 4/1/21 – 12/31/24; next term: 1/1/24-12/31/27
- Position #11 – 3-year term: 4/1/21 – 12/31/24; next term: 1/1/24-12/31/27

Section 6. Organization: At the first meeting of each fiscal year, the Committee will elect a chair and vice-chair from the voting members.

The Chair (Vice Chair in the absence of the Chair) will preside over all meetings.

An appointed City staff person or outside contractor will serve as secretary to keep notes of each public meeting and assist with administrative tasks.

The Committee will meet on an agreed-upon schedule at least four (4) times per year. The Chair may also call a special meeting with one week’s advance notice. Such meeting notice may be given by email or regular mail.

A meeting may be held without a quorum; however, to vote on a matter the committee must have a quorum present which will consist of a simple majority of voting members.

Committee members may participate in a meeting by telephone or videoconference.

Unless falling under an exemption to public meetings laws, all meetings will otherwise be public meetings, announced and conducted in accordance with public meeting requirements.

Except as provided under Oregon Public Meetings Law, the Rules of Parliamentary Law and Practice as in Roberts Rules of Order Revised Edition (“Roberts Rules”) shall govern each

committee meeting. In the event of a conflict between Oregon Public Meetings Law and Roberts Rules, Oregon Public Meetings Law shall control.

Section 7. Voting: All members are entitled to vote in person (including by telephone or video conference) at a meeting. Proxies are not allowed. A majority vote of the members voting on the question will be required to carry any matters submitted. A member who abstains from a vote shall be counted as present for purposes of the quorum but not counted as having voted on the question.

Section 8. Amendments: Recommendations to amend this Charter may be made at a regular or special board meeting and approved by a vote of at least two-thirds of the entire Committee. Such recommendations shall be reviewed by the City Attorney for legal compliance and conformance to City Code, and thereafter be presented to City Council for approval.

CITY COUNCIL ROLLING SCHEDULE Board and Commission Meetings 2021

Items known as of 02/25/21

March

DATE	DAY	TIME	EVENT	LOCATION
3/8	Monday	6:30 p.m.	DRB Panel A	Council Chambers
3/10	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
3/15	Monday	7:00 p.m.	City Council Meeting	Council Chambers
3/22	Monday	6:30 p.m.	DRB Panel B	Council Chambers
3/24	Wednesday	6:30 p.m.	Library Board	Library

April

DATE	DAY	TIME	EVENT	LOCATION
4/5	Monday	7:00 p.m.	City Council Meeting	Council Chambers
4/8	Thursday	6:00 p.m.	Parks and Recreation Advisory Board	Parks & Recreation Admin Building
4/12	Monday	6:30 p.m.	DRB Panel A	Council Chambers
4/14	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
4/19	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
4/26	Monday	6:30 p.m.	DRB Panel B	Council Chambers
4/28	Wednesday	6:30 p.m.	Library Board	Library

Community Events:

- 3/2** Toddler and Baby Time LIVE (online) at 10:30 a.m. – 11:00 a.m.
- 3/4** Storytime LIVE (online) at 10:30 a.m. – 11:00 a.m.
- 3/6** English Conversation Group (online) from 9:30 a.m. – 10:30 a.m.
- 3/8** English Conversation Group (online) from 6:00 p.m. – 7:00 p.m.
- 3/9** Toddler and Baby Time LIVE (online) at 10:30 a.m. – 11:00 a.m.
- 3/11** Storytime LIVE (online) at 10:30 a.m. – 11:00 a.m.
- 3/13** English Conversation Group (online) from 9:30 a.m. – 10:30 a.m.
- 3/15** English Conversation Group (online) from 6:00 p.m. – 7:00 p.m.
- 3/16** Toddler and Baby Time LIVE (online) at 10:30 a.m. – 11:00 a.m.
- 3/18** Storytime LIVE (online) at 10:30 a.m. – 11:00 a.m.
- 3/20** English Conversation Group (online) from 9:30 a.m. – 10:30 a.m.
- 3/22** English Conversation Group (online) from 6:00 p.m. – 7:00 p.m.
- 3/23** Toddler and Baby Time LIVE (online) at 10:30 a.m. – 11:00 a.m.
- 3/25** Storytime LIVE (online) at 10:30 a.m. – 11:00 a.m.
- 3/23** Long Term Care Webinar with Rose Elder Law at 10:00 a.m. Registration Link: <https://www.roseelderlaw.org/event-details/you-can-afford-long-term-care-5/form>
- 3/27** English Conversation Group (online) from 9:30 a.m. – 10:30 a.m.
- 3/29** English Conversation Group (online) from 6:00 p.m. – 7:00 p.m.

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

DRAFT



DRAFT

March 1, 2021

Courtney Neron, Representative, HD 26
Oregon Legislative Assembly
900 Court St. NE, H-281
Salem, Oregon 97301

*Submitted via email to
Rep.CourtneyNeron@oregonlegislature.gov*

RE: Request for Legislation in 2021 Legislative session to implement next phase in ODOT's proposed I-5 Boone Bridge and Seismic Improvement Project

Dear Representative Neron:

The City of Wilsonville City Council appreciates your public service to the constituents of House District 26, and the time that you took on January 21 to discuss legislative matters with the City Council.

Recently, the Oregon Department of Transportation released the "I-5 Boone Bridge and Seismic Improvement Project Summary Report to the Oregon State Legislature, January 2021." Requested by the legislature in HB 5050 of 2019, the legislation directed ODOT to undertake a cost-to-complete study of the proposed I-5 Wilsonville Facility Plan for Boone Bridge improvements and report back to the legislature by February 2021.

ODOT staff presented information about the project to the City Council on February 18, and indicated that the next step to advance this important project is to undertake "15% engineering design," which ODOT staff indicated could cost approximately \$3.7 to \$4.1 million. The ODOT Report confirmed that a new seismically resilient I-5 Boone Bridge with additional north- and south-bound auxiliary lanes was the most cost-efficient option to decrease accidents and traffic congestion at the Boone Bridge 'bottleneck' between I-5 interchanges for Wilsonville Road and Hubbard-Wilsonville Cut-off State Highway 551. The study notes the need for a safe, bicycle-pedestrian transportation alternative other than walking along the shoulder of I-5 that should be incorporated into the engineering design.

The City respectfully requests that you consider in conjunction with your colleagues sponsoring legislation that directs ODOT to implement the next phase of engineering design to achieve planning-level design of the I-5 Boone Bridge and Seismic Improvement Project that utilizes the adjacent French Prairie Bridge Project as the alternative transportation and emergency services facility.

Again, we appreciate your time and consideration of these important issues. Thank you.

Sincerely,

Julie Fitzgerald, Mayor
City of Wilsonville

OSU research farm: Where ag, solar energy intersect

By GEORGE PLAVEN, Capital Press

Jan 28, 2021

https://www.capitalpress.com/ag_sectors/research/osu-research-farm-where-ag-solar-energy-intersect/article_8b00d2f0-6009-11eb-a42c-c75e5fd82be1.html



Sheep graze underneath solar panels at Oregon State University.



Chad Higgins

AURORA, Ore. — An Oregon State University researcher is zeroing in on plans to build what he describes as “the Disneyland of sustainable agriculture.”

Chad Higgins, an associate professor of biology and ecological engineering, envisions a research farm where growers can learn about co-developing land for both solar energy and crop production — a concept known as agrivoltaics.

Called the Staterra Center, the name is derived from the Latin words “statera,” meaning balance, and “terra,” meaning Earth.

After years of grant writing and financial uncertainty about the project, Higgins has partnered with the Oregon Clean Power Cooperative, a nonprofit dedicated to community solar projects, on a funding model to make the center a reality.

“I’m pretty bullish on the fact that we’ll be moving forward with construction in 2021,” Higgins said.

The news comes as Higgins and his team at the Nexus of Energy Water and Agriculture Laboratory recently published their latest study on agrivoltaics, which found that widespread installation of solar arrays on farms could provide 20% of total electricity generated nationwide.

According to the study, it would take a land base roughly the size of Maryland to reach that 20% benchmark — equaling about 1% of current U.S. farmland.

Agrivoltaic arrays would cost \$1.12 trillion over a 35-year project lifespan. Researchers estimate it would take about 17 years to pay back the initial investment using money generated from sales of the electricity, and the arrays would eventually produce \$35.7 billion in revenue at the end of 35 years.

The systems would also reduce carbon dioxide emissions by 330,000 tons, or the equivalent of taking 75,000 cars off the road, while creating more than 100,000 jobs in rural communities and minimally impacting crop yields.

“Agrivoltaics provide a rare chance for true synergy: more food, more energy, lower water demand, lower carbon emissions and more prosperous rural communities,” Higgins said.

The Staterra Center is where Higgins aims to put theory into practice, developing the farming practices necessary to make agrivoltaics work.

The farm will be on roughly 6 acres at OSU’s North Willamette Research and Extension Center in Aurora, 20 miles south of Portland. It will include six sub-arrays of solar panels, allowing researchers to experiment with different configurations and crops.

Three of the arrays will be elevated 9-12 feet off the ground, allowing orchard-style equipment to pass underneath, and three will be partially elevated on single-axis trackers, rotating panels to face the sun throughout the day.

“What we’re designing is a system where we can try different solar configurations, so we can see what works best for access to land,” Higgins said.

Managing sunlight is already promising benefits for farmers. A 2015 study led by Higgins analyzed the effect of solar panels placed in a sheep pasture near the main OSU campus. Using meteorological equipment and soil moisture sensors, the lab found that grass beneath the panels used water 300% more efficiently and grew 90% more forage.

The study caught the attention of Dan Orzech, general manager of the Oregon Clean Power Cooperative, which has built community solar projects for churches, local governments and other groups across the state.

Orzech said the co-op decided to partner with Higgins, providing funding to buy and install the solar arrays that will later be repaid by selling the electricity they generate.

“It’s kind of a unique confluence of different programs coming together in one project,” Orzech said.

The success of agrivoltaics could be a boon for solar energy, spurring greater investment and land availability for larger installations, Orzech said.

“What’s interesting to me is this perception that solar and agriculture are mutually exclusive,” he said. “Everyone just kind of assumes that was the case, until recently when (Higgins) and other researchers started demonstrating it makes a lot of sense to combine them.”

The solar farm is expected to produce 700-800 kilowatts of energy. OSU has already committed to buying some of the power, and Higgins is confident more subscribers will sign on.

“You get cheaper power than you normally would, and in doing so you’re getting green energy, which is a good thing for the environment,” Higgins said. “And you’re helping to support the research mission of OSU, which is trying to help growers and American family farmers make more money, and in the process meet our renewable energy targets.”

Higgins also hopes to show how electricity generated by solar arrays can be used to electrify other aspects of farming operations. For example, he said the power could go toward running electric tractors or replace burning natural gas in making nitrogen fertilizer.

“The plan is to slowly build out to have a fully sustainable, production-scale farm, and build the blueprints for that,” he said. “We’re not there yet, but we’re damn close.”



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 1, 2021	Subject: Resolution No. 2873, Resolution No. 2874, Resolution No. 2875, Resolution No. 2876 and Resolution No. 2877 Property Tax Exemptions Requests For Low-Income Housing Held by Charitable, Nonprofit organizations including Autumn Park Apartments, Charleston Apartments, Creekside Woods, Rain Garden Apartments, and Wiedemann Apartments. Staff Member: Keith Katko, Assistant Finance Director Department: Finance	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to approve the Consent Agenda.		
Project / Issue Relates To:		
<input checked="" type="checkbox"/> Council Goals/Priorities: Affordable Housing	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Whether to approve annual property tax exemptions for various properties in the City.

EXECUTIVE SUMMARY:

In 1985, the Oregon legislature authorized a property tax exemption for low-income housing held by charitable, nonprofit organizations (ORS 307.540). The tax exemption is to benefit low-income renters by alleviating the property tax burden on those agencies that provide this housing opportunity. Properties must be owned or leased by a 501(c) charitable corporation and provide housing opportunity limited to persons at 60 percent AMI or less, with an annual exemption application required to the City.

Providing affordable housing in Wilsonville has been a long-standing goal with City Council. The five complexes noted in the chart below have received property tax exemption status in previous years and are in compliance with the requirements stated in ORS 307.540-307.548 (*Nonprofit Corporation, Low Income Housing*) and have submitted the required annual application for exemption continuation. In total, 365 units are currently available for a low-income housing under this program. All properties are required to meet State and Federal funding requirements, which include annual physical inspections, an annual audit of financial activity, and programmatic compliance.

The rate reduction per apartment varies from complex to complex as the reduction is based on the property's tax exemption the property receives and the number of reduced rate units in the complex. The complex passes the tax exemption savings onto their renters and most complexes provide additional services including monthly activities. The properties requesting continuance of the property tax exemption status for low-income housing include:

Apartment	501(c) Corp. Name	Address	No. of Residential Units	2020 Assessed Value	Estimated City Tax Abate
Autumn Park	NW Housing Alternative	10920 SW Wilsonville Rd	144	\$8,636,427	\$39,769
Charleston	NW Housing Alternative	11609 SW Toulouse St	51	\$1,622,618	\$7,472
Creekside Woods	NW Housing Alternative	7825 SW Wilsonville Rd	84	\$1,978,086	\$9,109
Rain Garden	Caritas Community	29197 SW Orleans Ave	29	\$917,242	\$4,224
Wiedemann	Accessible Living Inc.	29940 SW Brown Rd	57	\$2,750,108	\$12,664
TOTALS			365	\$15,904,481	\$73,239

While the State sets the required threshold for low-income housing rental rates, credits such as the Property Tax Abatement allows these organizations to offer rates that are lower than required to qualified tenants. In total, the amount of credit directly related to the property tax exemption from all taxing districts is approximately \$302,700.

EXPECTED RESULTS:

Council approval of consent agenda resolutions for the property tax exemption requests for Autumn Apartments, Charleston Apartments, Creekside Woods, Rain Garden Apartments and Wiedemann Apartment.

TIMELINE:

Applications for renewal requests were due February 7, 2021. Initial property tax exemption requests are required to pay a \$250 application fee for each property. Renewal requests require a \$50 application fee. The City certifies the property tax exemption with the Assessor's office at Clackamas County immediately following Council's approval. The deadline to certify to the Assessor's office is April 1, 2021.

CURRENT YEAR BUDGET IMPACTS:

The assessed value of the all exempt properties totals \$15,904,481. Based on property estimation methodology including the effects of the division of taxes, under Urban Renewal, the total amount of forgone property tax revenue for the City is approximately \$73,239. This amount is built into the City's financial planning.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 2/10/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 2/12/2021

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Property tax exemptions assist in the availability of housing for low-income families and individuals.

ALTERNATIVES:

1. Discontinue property tax exemption program.
2. Reduce the number of qualifying units.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2873
 - A. Property Tax Exemption Application
2. Resolution No. 2874
 - A. Property Tax Exemption Application
3. Resolution No. 2875
 - A. Property Tax Exemption Application
4. Resolution No. 2876
 - A. Property Tax Exemption Application
5. Resolution No. 2877
 - A. Property Tax Exemption Application

RESOLUTION NO. 2873

A RESOLUTION GRANTING AN EXEMPTION FROM PROPERTY TAXES UNDER ORS 307.540 TO ORS 307.548 FOR AUTUMN PARK APARTMENTS, A LOW-INCOME APARTMENT DEVELOPMENT OWNED AND OPERATED BY NORTHWEST HOUSING ALTERNATIVES, INC.

WHEREAS, maintaining Wilsonville's existing affordable housing supply is necessary for its continued health and growth; and

WHEREAS, Northwest Housing Alternatives (NHA), a not-for-profit organization, has owned and maintained Autumn Park, an affordable housing development located at 10920 S.W. Wilsonville Road; and

WHEREAS, Autumn Park includes 144 residential units, for people with low income; and

WHEREAS, NHA is currently seeking to preserve Autumn Park as affordable housing; and

WHEREAS, a property tax exemption is essential to Autumn Park's continuation as affordable housing; and

WHEREAS, ORS 307.540 to 307.548 authorizes property tax exemptions for affordable housing owned by not-for-profit corporations and occupied by low-income persons; and

WHEREAS, the City of Wilsonville wishes to adopt and/or ratify the policy set forth in those sections; and

WHEREAS, NHA has requested a property tax exemption for its Autumn Park development, pursuant to ORS 307.543(2); and

WHEREAS, the City of Wilsonville and West Linn-Wilsonville School District property tax levies jointly comprise of more than 51% of the total combined rate of taxation on Autumn Park Apartments; and

WHEREAS, NHA has received that the West Linn-Wilsonville School District exempt Autumn Park from property taxation arising under its jurisdiction unless and until terminated pursuant to ORS 307.548;

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

- Section 1: The City of Wilsonville adopts the provisions of ORS 307.540 to 307.548.
- Section 2: NHA and its affordable housing development, Autumn Park, qualify for a property tax exemption pursuant to ORS 307.540 to 307.548.
- Section 3: The Finance Director is directed to request the Clackamas County Assessor to exempt Autumn Park Apartments from taxation by all taxing jurisdictions pursuant to ORS 307.543(2), commencing on the first day of the tax assessment year beginning July 1, 2021.
- Section 4: This resolution is effective upon adoption for the upcoming 2021/2022 tax year.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 1st day of March 2021 and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:
Mayor Fitzgerald
Council President Akervall
Councilor Lehan
Councilor West
Councilor Linville

Attachment:

- A. Property Tax Exemption Application



2316 SE Willard, Milwaukie, Oregon 97222
p: 503.654.1007 • f: 503.654.1319 • www.nwhousing.org

January 21, 2021

City of Wilsonville
Attn: Finance Department
29799 SW Town Center Loop East
Wilsonville, OR 97070

Dear Mr. Katko:

At the time of submission of our application for property tax exemption, NHA's Wilsonville properties have the following vacancy statistics:

- Autumn Park Apartments – 1 unit vacant, 99% occupancy
- The Charleston Apartments – 0 units vacant, 100% occupancy
- Creekside Woods Apartments – 1 unit vacant, 99% occupancy

These units are intended to be occupied within the year. Like all other units at the properties, they will be available exclusively to eligible low-income persons.

Thank you for your consideration of our application.

Kind Regards,

A handwritten signature in blue ink that reads "Trell Anderson". The signature is written in a cursive, flowing style.

Trell Anderson, Executive Director

Internal Revenue Service
District Director
P O BOX 486
LOS ANGELES, CA 900530486
AUG 24 1988

Department of the Treasury

Date:

NORTHWEST HOUSING ALTERNATIVES INC
2316 SOUTH EAST WILLARD STREET
MILWAUKIE, OR 97222

Employer Identification Number:
93-0814473
Case Number:
958131104
Contact Person:
TERRY IZUMI
Contact Telephone Number:
(213) 894-4170

Our Letter Dated:
Dec.17, 1985
Caveat Applies:
no

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi). Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes a notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,


Frederick C. Nielsen
District Director

Letter 1050(CG)

Section B – Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each building for which you are requesting a tax exemption)

Organization: Autumn Park Apartments

Property Address: 10920 SW Wilsonville Road, Wilsonville, OR 97070

Assessor’s Property Tax Account Number(s): 00818388

(Be sure to identify all account numbers for both land and improvements on the property for which you are requesting tax exemption, in some cases, land and improvements may have separate property tax account numbers.)

Total number of residential units in the building: 144

Number of residential units occupied by very low-income people: 144

Total square feet in building: 116,928

Total square feet used to house very low-income people¹ 116,928

Section C – Leasehold Interest in Eligible Property

Do you own the property in question? Yes No

If you answered “no” to the above question, do you have leasehold interest in the property?
 Yes No

If yes, please include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants served rather than the owner or corporation from whom you lease.

¹ This includes halls, baths, dining, and other space dedicated to residential use. Retail uses and other accessory uses not related to residential use are not to be counted.

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

1. Reduce the rents that your very low-income residential tenants pay on the property in question? Yes No If so, by approximately how much? \$90/unit/month
2. Provide greater services to your very low income residential tenants? Yes No.
3. If yes, in what way(s)? All cost savings are passed directly through to the tenants in the form of reduced rents
4. Provide any other benefit to your very low-income residential tenants? Yes No. If yes, please explain: NHA provides a robust Resident Services program that directly

benefits the residents.

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

Section B – Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each building for which you are requesting a tax exemption)

Organization: The Charleston Apartments

Property Address: 11609 SW Toulouse Road, Wilsonville, OR 97070

Assessor’s Property Tax Account Number(s): 05021215, 05021232

(Be sure to identify all account numbers for both land and improvements on the property for which you are requesting tax exemption, in some cases, land and improvements may have separate property tax account numbers.)

Total number of residential units in the building: 52

Number of residential units occupied by very low-income people: 51

Total square feet in building: 35,493

Total square feet used to house very low-income people² 35,493

Section C – Leasehold Interest in Eligible Property

Do you own the property in question? Yes No

If you answered “no” to the above question, do you have leasehold interest in the property?
 Yes No

If yes, please include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants served rather than the owner or corporation from whom you lease.

² This includes halls, baths, dining, and other space dedicated to residential use. Retail uses and other accessory uses not related to residential use are not to be counted.

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

1. Reduce the rents that your very low-income residential tenants pay on the property in question? Yes No If so, by approximately how much? \$47/unit/month
2. Provide greater services to your very low income residential tenants? Yes No.
3. If yes, in what way(s)? All cost savings are passed directly through to the tenants in the form of reduced rents
4. Provide any other benefit to your very low-income residential tenants? Yes No.

If yes, please explain: NHA provides a robust Resident Services program that directly benefits the residents.

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

Section B – Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each building for which you are requesting a tax exemption)

Organization: Creekside Woods Limited Partnership

Property Address: 7825 SW Wilsonville Road, Wilsonville, OR 97070

Assessor’s Property Tax Account Number(s): 05022666

(Be sure to identify all account numbers for both land and improvements on the property for which you are requesting tax exemption, in some cases, land and improvements may have separate property tax account numbers.)

Total number of residential units in the building: 84

Number of residential units occupied by very low-income people: 84

Total square feet in building: 73,042

Total square feet used to house very low-income people³ 73,042

Section C – Leasehold Interest in Eligible Property

Do you own the property in question? Yes No

If you answered “no” to the above question, do you have leasehold interest in the property?
 Yes No

If yes, please include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants served rather than the owner or corporation from whom you lease.

³ This includes halls, baths, dining, and other space dedicated to residential use. Retail uses and other accessory uses not related to residential use are not to be counted.

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

1. Reduce the rents that your very low-income residential tenants pay on the property in question? Yes No If so, by approximately how much? \$35/unit/month
2. Provide greater services to your very low income residential tenants? Yes No.
3. If yes, in what way(s)? All cost savings are passed directly through to the tenants in the form of reduced rents
4. Provide any other benefit to your very low-income residential tenants? Yes No.

If yes, please explain: NHA provides a robust Resident Services program that directly benefits the residents.

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

Section E- Declarations

Please read carefully and sign below before a notary.

1. I have attached to this application the IRS declaration of the status of application as a tax exempt corporation under 26 U.S.C. Section 501(c)(3) or (4).
2. I am aware that the income qualifying tenants must meet the income guidelines in accordance with 42 U.S.C. Section 1437 (a)(b)(2) as amended. See Attachment A, Income Eligibility Schedule). Tenant incomes do not exceed these limitations, as I verily believe.
3. I am aware of all requirements for tax exemption imposed by ORS 307.540-307.545 (Chapter 660 Oregon Laws 1985, as amended by Chapter 756 Oregon Laws 1987) and implemented by Resolution No. 1854 of the City of Wilsonville.
4. The above-described properties qualify or will qualify upon completion of any rehabilitation improvements and subsequent occupancy by very low-income residents for property tax exemption within 30 days of the April 1st application or the date of approval.

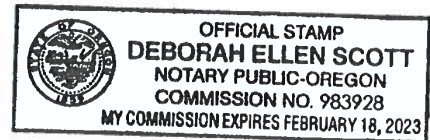
By: Trell Anderson
Agency Chief Executive Officer (Signature)

Trell Anderson
Agency Chief Executive officer (Print or typed)

For: Northwest Housing Alternatives
Corporate Name (Print or type)

Subscribed and sworn to before me this 22nd day of January, 2021.

Deborah Ellen Scott
Notary Public For Oregon
My Commission Expires: February 18, 2023



STATE of Oregon
County of Clackamas

RESOLUTION NO. 2874

A RESOLUTION GRANTING AN EXEMPTION FROM PROPERTY TAXES UNDER ORS 307.540 TO ORS 307.548 FOR CHARLESTON APARTMENTS, A LOW-INCOME APARTMENT DEVELOPMENT OWNED AND OPERATED BY NORTHWEST HOUSING ALTERNATIVES, INC.

WHEREAS, maintaining Wilsonville's existing affordable housing supply is necessary for its continued health and growth; and

WHEREAS, Northwest Housing Alternatives (NHA), a not-for-profit organization, constructed the Charleston Apartments, an affordable housing development located at 11609 SW Toulouse St., Wilsonville OR; and

WHEREAS, the Charleston Apartments includes 15 units reserved for people with chronic mental illness and the 36 units designated as affordable housing; and

WHEREAS, NHA is currently seeking to preserve the Charleston Apartment's as affordable housing; and

WHEREAS, a property tax exemption is essential to Charleston Apartment's continuation as affordable housing; and

WHEREAS, ORS 307.540 to 307.548 authorizes property tax exemptions for affordable housing owned by not-for-profit corporations and occupied by low-income persons; and

WHEREAS, the City of Wilsonville wishes to adopt and/or ratify the policy set forth in those sections; and

WHEREAS, NHA has requested a property tax exemption for its Charleston Apartment development, pursuant to ORS 307.543(2); and

WHEREAS, the City of Wilsonville and West Linn-Wilsonville School District property tax levies jointly comprise more than 51% of the total combined rate of taxation on Charleston Apartments; and

WHEREAS, NHA has received an exempt status from the West Linn-Wilsonville School District for the Charleston Apartments for property taxation arising under its jurisdiction unless and until terminated pursuant to ORS 307.548;

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

- Section 1: The City of Wilsonville adopts the provisions of ORS 307.540 to 307.548.
- Section 2: NHA and its affordable housing development, Charleston Apartments, qualify for a property tax exemption pursuant to ORS 307.540 to 307.548.
- Section 3: The Finance Director is directed to request the Clackamas County Assessor to exempt Charleston Apartments from taxation by all taxing jurisdictions pursuant to ORS 307.543(2), commencing on the first day of the tax assessment year year beginning July 1, 2021.
- Section 4: This resolution is effective upon adoption for the upcoming 2021/2022 tax year.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 1st day of March 2021 and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:
Mayor Fitzgerald
Council President Akervall
Councilor Lehan
Councilor West
Councilor Linville

Attachment:

- A. Property Tax Exemption Application



2316 SE Willard, Milwaukie, Oregon 97222
p: 503.654.1007 • f: 503.654.1319 • www.nwhousing.org

January 21, 2021

City of Wilsonville
Attn: Finance Department
29799 SW Town Center Loop East
Wilsonville, OR 97070

Dear Mr. Katko:

At the time of submission of our application for property tax exemption, NHA's Wilsonville properties have the following vacancy statistics:

- Autumn Park Apartments – 1 unit vacant, 99% occupancy
- The Charleston Apartments – 0 units vacant, 100% occupancy
- Creekside Woods Apartments – 1 unit vacant, 99% occupancy

These units are intended to be occupied within the year. Like all other units at the properties, they will be available exclusively to eligible low-income persons.

Thank you for your consideration of our application.

Kind Regards,

A handwritten signature in blue ink that reads "Trell Anderson". The signature is written in a cursive, flowing style.

Trell Anderson, Executive Director

Internal Revenue Service
District Director
P O BOX 486
LOS ANGELES, CA 900530486
AUG 24 1988

Department of the Treasury

Date:

NORTHWEST HOUSING ALTERNATIVES INC
2316 SOUTH EAST WILLARD STREET
MILWAUKIE, OR 97222

Employer Identification Number:
93-0814473
Case Number:
958131104
Contact Person:
TERRY IZUMI
Contact Telephone Number:
(213) 894-4170

Our Letter Dated:
Dec.17, 1985
Caveat Applies:
no

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi). Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes a notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,


Frederick C. Nielsen
District Director

Letter 1050(CG)

Section B – Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each building for which you are requesting a tax exemption)

Organization: Autumn Park Apartments

Property Address: 10920 SW Wilsonville Road, Wilsonville, OR 97070

Assessor’s Property Tax Account Number(s): 00818388

(Be sure to identify all account numbers for both land and improvements on the property for which you are requesting tax exemption, in some cases, land and improvements may have separate property tax account numbers.)

Total number of residential units in the building: 144

Number of residential units occupied by very low-income people: 144

Total square feet in building: 116,928

Total square feet used to house very low-income people¹ 116,928

Section C – Leasehold Interest in Eligible Property

Do you own the property in question? Yes No

If you answered “no” to the above question, do you have leasehold interest in the property?
 Yes No

If yes, please include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants served rather than the owner or corporation from whom you lease.

¹ This includes halls, baths, dining, and other space dedicated to residential use. Retail uses and other accessory uses not related to residential use are not to be counted.

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

1. Reduce the rents that your very low-income residential tenants pay on the property in question? Yes No If so, by approximately how much? \$90/unit/month
2. Provide greater services to your very low income residential tenants? Yes No.
3. If yes, in what way(s)? All cost savings are passed directly through to the tenants in the form of reduced rents
4. Provide any other benefit to your very low-income residential tenants? Yes No. If yes, please explain: NHA provides a robust Resident Services program that directly benefits the residents.

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

Section B – Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each building for which you are requesting a tax exemption)

Organization: The Charleston Apartments

Property Address: 11609 SW Toulouse Road, Wilsonville, OR 97070

Assessor’s Property Tax Account Number(s): 05021215, 05021232

(Be sure to identify all account numbers for both land and improvements on the property for which you are requesting tax exemption, in some cases, land and improvements may have separate property tax account numbers.)

Total number of residential units in the building: 52

Number of residential units occupied by very low-income people: 51

Total square feet in building: 35,493

Total square feet used to house very low-income people² 35,493

Section C – Leasehold Interest in Eligible Property

Do you own the property in question? Yes No

If you answered “no” to the above question, do you have leasehold interest in the property?
 Yes No

If yes, please include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants served rather than the owner or corporation from whom you lease.

² This includes halls, baths, dining, and other space dedicated to residential use. Retail uses and other accessory uses not related to residential use are not to be counted.

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

1. Reduce the rents that your very low-income residential tenants pay on the property in question? Yes No If so, by approximately how much? \$47/unit/month
2. Provide greater services to your very low income residential tenants? Yes No.
3. If yes, in what way(s)? All cost savings are passed directly through to the tenants in the form of reduced rents
4. Provide any other benefit to your very low-income residential tenants? Yes No.

If yes, please explain: NHA provides a robust Resident Services program that directly benefits the residents.

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

Section B – Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each building for which you are requesting a tax exemption)

Organization: Creekside Woods Limited Partnership

Property Address: 7825 SW Wilsonville Road, Wilsonville, OR 97070

Assessor’s Property Tax Account Number(s): 05022666

(Be sure to identify all account numbers for both land and improvements on the property for which you are requesting tax exemption, in some cases, land and improvements may have separate property tax account numbers.)

Total number of residential units in the building: 84

Number of residential units occupied by very low-income people: 84

Total square feet in building: 73,042

Total square feet used to house very low-income people³ 73,042

Section C – Leasehold Interest in Eligible Property

Do you own the property in question? Yes No

If you answered “no” to the above question, do you have leasehold interest in the property?
 Yes No

If yes, please include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants served rather than the owner or corporation from whom you lease.

³ This includes halls, baths, dining, and other space dedicated to residential use. Retail uses and other accessory uses not related to residential use are not to be counted.

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

1. Reduce the rents that your very low-income residential tenants pay on the property in question? Yes No If so, by approximately how much? \$35/unit/month
2. Provide greater services to your very low income residential tenants? Yes No.
3. If yes, in what way(s)? All cost savings are passed directly through to the tenants in the form of reduced rents
4. Provide any other benefit to your very low-income residential tenants? Yes No.

If yes, please explain: NHA provides a robust Resident Services program that directly benefits the residents.

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

Section E- Declarations

Please read carefully and sign below before a notary.

1. I have attached to this application the IRS declaration of the status of application as a tax exempt corporation under 26 U.S.C. Section 501(c)(3) or (4).
2. I am aware that the income qualifying tenants must meet the income guidelines in accordance with 42 U.S.C. Section 1437 (a)(b)(2) as amended. See Attachment A, Income Eligibility Schedule). Tenant incomes do not exceed these limitations, as I verily believe.
3. I am aware of all requirements for tax exemption imposed by ORS 307.540-307.545 (Chapter 660 Oregon Laws 1985, as amended by Chapter 756 Oregon Laws 1987) and implemented by Resolution No. 1854 of the City of Wilsonville.
4. The above-described properties qualify or will qualify upon completion of any rehabilitation improvements and subsequent occupancy by very low-income residents for property tax exemption within 30 days of the April 1st application or the date of approval.

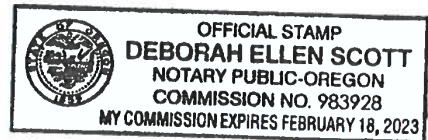
By: Trell Anderson
Agency Chief Executive Officer (Signature)

Trell Anderson
Agency Chief Executive officer (Print or typed)

For: Northwest Housing Alternatives
Corporate Name (Print or type)

Subscribed and sworn to before me this 22nd day of January, 2021.

Deborah Ellen Scott
Notary Public For Oregon
My Commission Expires: February 18, 2023



STATE of Oregon
County of Clackamas

RESOLUTION NO. 2875

A RESOLUTION GRANTING AN EXEMPTION FROM PROPERTY TAXES UNDER ORS 307.540 TO ORS 307.548 FOR CREEKSIDE WOODS LP, A LOW-INCOME APARTMENT DEVELOPMENT OWNED AND OPERATED BY NORTHWEST HOUSING ALTERNATIVES, INC.

WHEREAS, maintaining Wilsonville's existing affordable housing supply is necessary for its continued health and growth; and

WHEREAS, Northwest Housing Alternatives (NHA), a not-for-profit organization, constructed the Creekside Woods LP, an affordable housing development located at 8725 SW Wilsonville Road, Wilsonville OR; and

WHEREAS, the Creekside Woods LP includes 84 residential units, for people with low income; and

WHEREAS, NHA is currently seeking to preserve Creekside Woods LP as affordable housing; and

WHEREAS, a property tax exemption is essential to Creekside Woods LP's continuation as affordable housing; and

WHEREAS, ORS 307.540 to 307.548 authorizes property tax exemptions for affordable housing owned by not-for-profit corporations and occupied by low-income persons; and

WHEREAS, the City of Wilsonville wishes to adopt and/or ratify the policy set forth in those sections; and

WHEREAS, NHA has requested a property tax exemption for its Creekside Woods LP development, pursuant to ORS 307.543(2); and

WHEREAS, the property was formally owned by the City of Wilsonville and West Linn-Wilsonville School District property tax levies jointly comprise more than 51% of the total combined rate of taxation on Creekside Woods, LP; and

WHEREAS, NHA has received an exempt status from the West Linn-Wilsonville School District for the Creekside Woods LP for property taxation arising under its jurisdiction unless and until terminated pursuant to ORS 307.548;

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

- Section 1: The City of Wilsonville adopts the provisions of ORS 307.540 to 307.548.
- Section 2: NHA and its affordable housing development, Creekside Woods LP, qualify for a property tax exemption pursuant to ORS 307.540 to 307.548.
- Section 3: The Finance Director is directed to request the Clackamas County Assessor to exempt Autumn Park Apartments from taxation by all taxing jurisdictions pursuant to ORS 307.543(2), commencing on the first day of the tax assessment year beginning July 1, 2021.
- Section 4: This resolution is effective upon adoption for the upcoming 2021/2022 tax year.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 1st day of March 2021 and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:
Mayor Fitzgerald
Council President Akervall
Councilor Lehan
Councilor West
Councilor Linville

Attachment:

- A. Property Tax Exemption Application



2316 SE Willard, Milwaukie, Oregon 97222
p: 503.654.1007 • f: 503.654.1319 • www.nwhousing.org

January 21, 2021

City of Wilsonville
Attn: Finance Department
29799 SW Town Center Loop East
Wilsonville, OR 97070

Dear Mr. Katko:

At the time of submission of our application for property tax exemption, NHA's Wilsonville properties have the following vacancy statistics:

- Autumn Park Apartments – 1 unit vacant, 99% occupancy
- The Charleston Apartments – 0 units vacant, 100% occupancy
- Creekside Woods Apartments – 1 unit vacant, 99% occupancy

These units are intended to be occupied within the year. Like all other units at the properties, they will be available exclusively to eligible low-income persons.

Thank you for your consideration of our application.

Kind Regards,

A handwritten signature in blue ink that reads "Trell Anderson". The signature is written in a cursive, flowing style.

Trell Anderson, Executive Director

Internal Revenue Service
District Director
P O BOX 486
LOS ANGELES, CA 900530486
AUG 24 1988

Department of the Treasury

Date:

NORTHWEST HOUSING ALTERNATIVES INC
2316 SOUTH EAST WILLARD STREET
MILWAUKIE, OR 97222

Employer Identification Number:
93-0814473
Case Number:
958131104
Contact Person:
TERRY IZUMI
Contact Telephone Number:
(213) 894-4170

Our Letter Dated:
Dec.17, 1985
Caveat Applies:
no

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi). Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes a notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,


Frederick C. Nielsen
District Director

Letter 1050(CG)

APPLICATION

PROPERTY TAX EXEMPTION FOR LOW-INCOME HOUSING HELD BY CHARITABLE, NONPROFIT ORGANIZATIONS

(For Office Use Only)

City of Wilsonville, Oregon \$250 Application Fee _____
Date Received: _____ \$50 Renewal Fee _____
Receipt No. _____

CONTENTS

	Page
Section A. Application Information	1
B. Property to be considered for exemption	2
C. Leasehold Interest in Eligible Property	2
D. Description of Charitable Purpose/Project Benefit	3
E. Declarations	4

Section A – Applicant Information

Corporate Name: Northwest Housing Alternatives

Address: 2316 SE Willard Street, Milwaukie, OR 97222

Telephone: (503) 654-1007 _____
Business Residence (Optional)

Email Address: cleveland@nwhousing.org

Chief Executive Officer: Trell Anderson

Contact Person: Ray Hackworth Telephone: (503) 654-1007 x101

Section B – Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each building for which you are requesting a tax exemption)

Organization: Autumn Park Apartments

Property Address: 10920 SW Wilsonville Road, Wilsonville, OR 97070

Assessor’s Property Tax Account Number(s): 00818388

(Be sure to identify all account numbers for both land and improvements on the property for which you are requesting tax exemption, in some cases, land and improvements may have separate property tax account numbers.)

Total number of residential units in the building: 144

Number of residential units occupied by very low-income people: 144

Total square feet in building: 116,928

Total square feet used to house very low-income people¹ 116,928

Section C – Leasehold Interest in Eligible Property

Do you own the property in question? Yes No

If you answered “no” to the above question, do you have leasehold interest in the property?
 Yes No

If yes, please include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants served rather than the owner or corporation from whom you lease.

¹ This includes halls, baths, dining, and other space dedicated to residential use. Retail uses and other accessory uses not related to residential use are not to be counted.

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

1. Reduce the rents that your very low-income residential tenants pay on the property in question? Yes No If so, by approximately how much? \$90/unit/month
2. Provide greater services to your very low income residential tenants? Yes No.
3. If yes, in what way(s)? All cost savings are passed directly through to the tenants in the form of reduced rents
4. Provide any other benefit to your very low-income residential tenants? Yes No. If yes, please explain: NHA provides a robust Resident Services program that directly benefits the residents.

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

Section B – Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each building for which you are requesting a tax exemption)

Organization: The Charleston Apartments

Property Address: 11609 SW Toulouse Road, Wilsonville, OR 97070

Assessor’s Property Tax Account Number(s): 05021215, 05021232

(Be sure to identify all account numbers for both land and improvements on the property for which you are requesting tax exemption, in some cases, land and improvements may have separate property tax account numbers.)

Total number of residential units in the building: 52

Number of residential units occupied by very low-income people: 51

Total square feet in building: 35,493

Total square feet used to house very low-income people² 35,493

Section C – Leasehold Interest in Eligible Property

Do you own the property in question? Yes No

If you answered “no” to the above question, do you have leasehold interest in the property?
 Yes No

If yes, please include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants served rather than the owner or corporation from whom you lease.

² This includes halls, baths, dining, and other space dedicated to residential use. Retail uses and other accessory uses not related to residential use are not to be counted.

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

1. Reduce the rents that your very low-income residential tenants pay on the property in question? Yes No If so, by approximately how much? \$47/unit/month
2. Provide greater services to your very low income residential tenants? Yes No.
3. If yes, in what way(s)? All cost savings are passed directly through to the tenants in the form of reduced rents
4. Provide any other benefit to your very low-income residential tenants? Yes No.

If yes, please explain: NHA provides a robust Resident Services program that directly benefits the residents.

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

Section B – Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each building for which you are requesting a tax exemption)

Organization: Creekside Woods Limited Partnership

Property Address: 7825 SW Wilsonville Road, Wilsonville, OR 97070

Assessor’s Property Tax Account Number(s): 05022666

(Be sure to identify all account numbers for both land and improvements on the property for which you are requesting tax exemption, in some cases, land and improvements may have separate property tax account numbers.)

Total number of residential units in the building: 84

Number of residential units occupied by very low-income people: 84

Total square feet in building: 73,042

Total square feet used to house very low-income people³ 73,042

Section C – Leasehold Interest in Eligible Property

Do you own the property in question? Yes No

If you answered “no” to the above question, do you have leasehold interest in the property?
 Yes No

If yes, please include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants served rather than the owner or corporation from whom you lease.

³ This includes halls, baths, dining, and other space dedicated to residential use. Retail uses and other accessory uses not related to residential use are not to be counted.

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

- 1. Reduce the rents that your very low-income residential tenants pay on the property in question? Yes No If so, by approximately how much? \$35/unit/month
- 2. Provide greater services to your very low income residential tenants? Yes No.
- 3. If yes, in what way(s)? All cost savings are passed directly through to the tenants in the form of reduced rents
- 4. Provide any other benefit to your very low-income residential tenants? Yes No.

If yes, please explain: NHA provides a robust Resident Services program that directly benefits the residents.

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

Section E- Declarations

Please read carefully and sign below before a notary.

1. I have attached to this application the IRS declaration of the status of application as a tax exempt corporation under 26 U.S.C. Section 501(c)(3) or (4).
2. I am aware that the income qualifying tenants must meet the income guidelines in accordance with 42 U.S.C. Section 1437 (a)(b)(2) as amended. See Attachment A, Income Eligibility Schedule). Tenant incomes do not exceed these limitations, as I verily believe.
3. I am aware of all requirements for tax exemption imposed by ORS 307.540-307.545 (Chapter 660 Oregon Laws 1985, as amended by Chapter 756 Oregon Laws 1987) and implemented by Resolution No. 1854 of the City of Wilsonville.
4. The above-described properties qualify or will qualify upon completion of any rehabilitation improvements and subsequent occupancy by very low-income residents for property tax exemption within 30 days of the April 1st application or the date of approval.

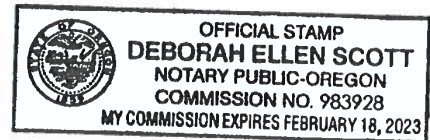
By: Trell Anderson
Agency Chief Executive Officer (Signature)

Trell Anderson
Agency Chief Executive officer (Print or typed)

For: Northwest Housing Alternatives
Corporate Name (Print or type)

Subscribed and sworn to before me this 22nd day of January, 2021.

Deborah Ellen Scott
Notary Public For Oregon
My Commission Expires: February 18, 2023



STATE of Oregon
County of Clackamas

RESOLUTION NO. 2876

A RESOLUTION GRANTING AN EXEMPTION FROM PROPERTY TAXES UNDER ORS 307.540 TO ORS 307.548 FOR RAIN GARDEN LIMITED PARTNERSHIP, A LOW-INCOME APARTMENT DEVELOPMENT OWNED AND OPERATED BY CARITAS COMMUNITY HOUSING CORPORATION.

WHEREAS, maintaining Wilsonville's existing affordable housing supply is necessary for its continued health and growth; and

WHEREAS, Caritas Community Housing Corporation, a not-for-profit organization, constructed the Rain Garden Apartments, an affordable housing development located at 29197 SW Orleans Avenue, Wilsonville OR; and

WHEREAS, the Rain Garden Apartments includes 29 residential units, for people with low income; and

WHEREAS, Caritas Community Housing Corporation is currently seeking to preserve Rain Garden Apartments as affordable housing; and

WHEREAS, a property tax exemption is essential to Caritas Community Housing Corporation continuation as affordable housing; and

WHEREAS, ORS 307.540 to 307.548 authorizes property tax exemptions for affordable housing owned by not-for-profit corporations and occupied by low-income persons; and

WHEREAS, the City of Wilsonville wishes to adopt and/or ratify the policy set forth in those sections; and

WHEREAS, Caritas Community Housing Corporation has requested a property tax exemption for its Rain Garden Apartment development, pursuant to ORS 307.543(2); and

WHEREAS, the City of Wilsonville and West Linn-Wilsonville School District property tax levies jointly comprise more than 51% of the total combined rate of taxation on the Caritas Community Housing Corporation development at Rain Garden Apartments; and

WHEREAS, Caritas Community Housing Corporation has received an exempt status from the West Linn-Wilsonville School District for the Rain Garden Apartments for property taxation arising under its jurisdiction unless and until terminated pursuant to ORS 307.548;

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

- Section 1: The City of Wilsonville adopts the provisions of ORS 307.540 to 307.548.
- Section 2: Caritas Community Housing Corporation and its affordable housing development, Rain Garden Apartment development, qualify for a property tax exemption pursuant to ORS 307.540 to 307.548.
- Section 3: The Finance Director is directed to request the Clackamas County Assessor to exempt Autumn Park Apartments from taxation by all taxing jurisdictions pursuant to ORS 307.543(2), commencing on the first day of the tax assessment year beginning July 1, 2021.
- Section 4: This resolution is effective upon adoption for the upcoming 2021/2022 tax year.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 1st day of March 2021 and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:
Mayor Fitzgerald
Council President Akervall
Councilor Lehan
Councilor West
Councilor Linville

Attachment:

- A. Property Tax Exemption Application

CITY OF WILSONVILLE

Instructions and Application for Property Tax Exemption For Low-Income Housing Held by Charitable, Nonprofit Organizations

Please note that the City requires a copy of the IRS declaration of the status of application as a tax exempt corporation under 26 U.S.C. Section 501(c)(3) or (4) for each application.

**Instructions and Application for property Tax Exemption
For Very Low-Income Housing Held by
Charitable, Nonprofit Organizations**

What is It?

The 1985 Oregon legislature authorized a property tax exemption for low-income housing held by charitable, non-profit organizations.¹ The tax exemption is intended to benefit low-income renters and is available for qualifying property located within the City of Wilsonville.

Who is Eligible?

- Charitable, non-profit organizations that provide housing to low-income persons² are eligible.
- The organization must be certified by the Internal Revenue Services as 501(c) (3) or (4).
- Organizations must own or have a leasehold interest in the property or participate in a partnership so long as the non-profit organization is responsible for the day-to-day management of the property. The site must be occupy-able during the upcoming tax year by income eligible households, although vacant land intended to be developed as low-income housing is eligible for the exemption provided under this program.
- Applicants who are leaseholders must have a sign leasehold agreement by the April 1st application deadline. *Applicants may also apply for the exemption for properties expected to be acquired by July 1 of the tax year but the application form must be submitted by the February th deadline.*

Note: You may already be exempted from taxation under the statutory provision for qualifying benevolent, charitable and scientific institutions or for nonprofit organizations providing housing and *care* to the elderly. These two programs are administered by Clackamas County.

If you qualify for these other programs, please do not complete this application. Questions concerning these exemptions should be directed to the Clackamas County Division of Assessment and Taxation at 503-655-8671

What is Eligible?

Only the residential portion of a property located within the City of Wilsonville, which is used to house low-income people, is eligible for a property tax exemption. For example, the commercial space in a mixed-use building would not be eligible for tax exemption. Application for the exemption must be made *annually*.

Who Administers the Program?

The City of Wilsonville's Finance Department administers this program. Please call Keith Katko, Assistant Finance Director at (503) 570-1516 if you have questions.

¹ SB 503 Chapter 660 Oregon's Laws 1985 and chapter 108 Oregon Laws 1993 amending Oregon Revised Statutes 307.540-.548.

² "Low-income persons" are individuals earning 60% or less of the area median income. See Income Eligibility Schedule (Attachment A) [U.S.C. Section 1437(a)(b)(2)].

How to Apply?

Submit a completed application, which includes the following:

1. A complete application – complete Section A and E for your organization. Complete Sections B, C, and D for *each* building for which a property tax exemption is being requested.
2. All applications must be signed and notarized – Section E is required to be notarized for each organization and application only, *not for each building*.
3. New applications must include a copy of IRS 501(c)(3) or (4) letter certifying your organization’s eligible charitable nonprofit status.
4. Application fee – Attach a check or money order payable to the City of Wilsonville in the amount of \$250 for new applications and \$50 for renewal applications. Application fee is for each organization, not each building, however the renewal fee is per building. Applicants who apply for exemptions by the April 1 deadline do not need to pay an additional fee to apply for exemption for property acquired before the July 1 purchase deadline.
5. **Applications must be received at the City of Wilsonville Finance Department no later than February 8th. Applications received after this date will not be accepted.** Submit applications to the address below: City of Wilsonville, Attn: Finance Department, 29799 SW Town Center Loop East, Wilsonville, OR 97070.
6. If you have any questions about the application, please call Keith Katko, Assistant Finance Director at (503) 570-1516 if you have questions.

ATTACHMENT A**2020 INCOME ELIGIBILITY SCHEDULE**

The following income eligibility schedule is to be used in determining the amount of eligible property. Only units which are intended for occupancy by households with incomes at or below these income guidelines are eligible for the exemption.

Household Size	Household Income Not To Exceed³
1	\$25,983
2	33,978
3	41,973
4	49,967
5	57,962
6	65,957

Note: Unoccupied housing units at the time of application may be included in the total eligible units if the applicant meets the following conditions:

1. The units will be available exclusively to eligible low-income persons;
2. The units are intended to be occupied within the year;
3. The applicant must provide a written statement to the effect of 1 and 2 above, and attach it to the application.

(source: <https://www.oregon.gov/ohcs/Pages/low-income-energy-assistance-oregon.aspx> Oregon Low Income Energy Assistance Program)

Section B – Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each building for which you are requesting a tax exemption)

Organization: Rain Garden LP

Property Address: 29179 SW Orleans Avenue, Wilsonville, OR 97070

Assessor’s Property Tax Account Number(s): 31W15DB07500

(Be sure to identify all account numbers for both land and improvements on the property for which you are requesting tax exemption, in some cases, land and improvements may have separate property tax account numbers.)

Total number of residential units in the building: 29

Number of residential units occupied by very low-income people: 29

Total square feet in building: 21,243

Total square feet used to house very low-income people⁴ 21,243

Section C – Leasehold Interest in Eligible Property

Do you own the property in question? Yes No

If you answered “no” to the above question, do you have leasehold interest in the property?
 Yes No

If yes, please include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants served rather than the owner or corporation from whom you lease.

Caritas Community Housing corporation (CCHC) a subsidiary of Catholic Charities. In August of 2008 stepped in as the non-profit sole member of the ownership entity general partner, Rain Garden GP LLC, replacing Cascadia Housing Inc. CCHC is responsible for ensuring that all operating costs are paid, including taxes due. The very low-income residents of Rain Garden are charged rents well below market. The saving realized from the property tax exemption are passed through to reduce rents.

⁴ This includes halls, baths, dining, and other space dedicated to residential use. Retail uses and other accessory uses not related to residential use are not to be counted.

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

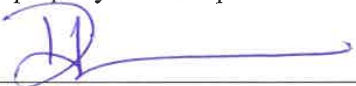
1. Reduce the rents that your very low-income residential tenants pay on the property in question? Yes No If so, by approximately how much? \$75.00
2. Provide greater services to your very low income residential tenants? Yes No.
3. If yes, in what way(s)? By reducing costs to allow us to continue to partner with organizations such as Cascadia Behavioral Health to provide residents with services
4. Provide any other benefit to your very low-income residential tenants? Yes No. If yes, please explain: Preserves financial stability, and therefore longevity, of the project

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

Section E- Declarations

Please read carefully and sign below before a notary.

1. I have attached to this application the IRS declaration of the status of application as a tax exempt corporation under 26 U.S.C. Section 501(c)(3) or (4).
2. I am aware that the income qualifying tenants must meet the income guidelines in accordance with 42 U.S.C. Section 1437 (a)(b)(2) as amended. See Attachment A, Income Eligibility Schedule). Tenant incomes do not exceed these limitations, as I verily believe.
3. I am aware of all requirements for tax exemption imposed by ORS 307.540-307.545 (Chapter 660 Oregon Laws 1985, as amended by Chapter 756 Oregon Laws 1987) and implemented by Resolution No. 1854 of the City of Wilsonville.
4. The above-described properties qualify or will qualify upon completion of any rehabilitation improvements and subsequent occupancy by very low-income residents for property tax exemption within 30 days of the April 1st application or the date of approval.

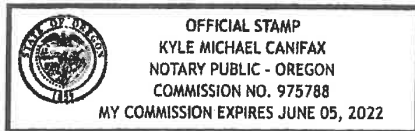
By: 
 Agency Chief Executive Officer (Signature)

Travis Phillips
 Agency Chief Executive officer (Print or typed)

For: Caritas Community Housing Corporation, sole member of Rain Garden CP, LLC, general partner of Rain Garden LP
 Corporate Name (Print or type)

Subscribed and sworn to before me this 3rd day of February, 2021 (MC)


 Notary Public For Oregon
 My Commission Expires: June 5th, 2022



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **OCT 25 2005**

CARITAS COMMUNITY HOUSING
CORPORATION
231 SE 12TH AVE
PORTLAND, OR 97214-0000

Employer Identification Number:
94-3395473
DLN:
17053267784075
Contact Person: ID# 31309
DEL TRIMBLE
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b) (1) (A) (vi)

Dear Applicant:

Our letter dated OCTOBER 2001, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:30 a.m. - 5:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

**Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201**

Department of the Treasury

Date: May 29, 2015

Person to Contact:

R. Meyer ID# 0110429

Toll Free Telephone Number:

877-829-5500

Employer Identification Number:

53-0196617

Group Exemption Number:

0928

United States Conference of Catholic
Bishops
3211 4th Street, NE
Washington, DC 20017-1194

Dear Sir/Madam:

This responds to your May 19, 2015, request for information regarding the status of your group tax exemption.

Our records indicate that you were issued a determination letter in March 1946, that you are currently exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, and are not a private foundation within the meaning of section 509(a) of the Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(i).

With your request, you provided a copy of the *Official Catholic Directory for 2015*, which includes the names and addresses of the agencies and instrumentalities and the educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories, and possessions that are subordinate organizations under your group tax exemption. Your request indicated that each subordinate organization is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, and that no substantial part of their activities is for promotion of legislation. You have further represented that none of your subordinate organizations is a private foundation under section 509(a), although all subordinates do not all share the same sub-classification under section 509(a). Based on your representations, the subordinate organizations in the *Official Catholic Directory for 2015* are recognized as exempt under section 501(c)(3) of the Code under GEN 0928.

Donors may deduct contributions to you and your subordinate organizations as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for federal estate and gifts tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Subordinate organizations under a group exemption do not receive individual exemption letters. Most subordinate organizations are not separately listed in Publication 78 or the EO Business Master File. Donors may verify that a subordinate organization is included

in your group exemption by consulting the *Official Catholic Directory*, the official subordinate listing approved by you, or by contacting you directly. IRS does not verify the inclusion of subordinate organizations under your group exemption. See IRS Publication 4573, *Group Exemption*, for additional information about group exemptions.

Each subordinate organization covered in a group exemption should have its own EIN. Each subordinate organization must use its own EIN, not the EIN of the central organization, in all filings with IRS.

If you have any questions, please call us at the telephone number shown in the heading of this letter.


Sincerely,

A handwritten signature in black ink that reads "Tamera Ripperda". The signature is written in a cursive, flowing style.

Tamera Ripperda
Director, Exempt Organizations

CALIFORNIA • MICHIGAN • MINNESOTA • MISSISSIPPI • MISSOURI • WEST VIRGINIA • NEW YORK • NEVADA
 NORTH DAKOTA • PENNSYLVANIA • SOUTH CAROLINA • SOUTH DAKOTA • MARYLAND • ARKANSAS
 ALABAMA • COLORADO • ARIZONA • MAINE • TEXAS • UTAH • ALASKA
 IOWA • LOUISIANA • WISCONSIN • TENNESSEE • IDAHO
 GEORGIA • DELAWARE • ILLINOIS • KANSAS • NORTH CAROLINA • OREGON • NEBRASKA • KENTUCKY
 NEW HAMPSHIRE • NEW JERSEY • NEW MEXICO • CONNECTICUT • FLORIDA • MASSACHUSETTS
 INDIANA • OKLAHOMA • RHODE ISLAND • MONTANA
 HAWAII • WASHINGTON • VIRGINIA • VERMONT • WYOMING • OHIO

1817



2015

The Official Catholic Directory

Anno
Domini
2015

Published Annually by
P.J. Kennedy & Sons

1083

Archdiocese of Portland in Oregon

(*Archidioecesis Portlandensis in Oregon*)

Most Reverend

ALEXANDER K. SAMPLE

Archbishop of Portland in Oregon; ordained June 1, 1990; appointed Bishop of Marquette December 13, 2005; installed January 25, 2006; appointed Archbishop of Portland in Oregon January 29, 2013; installed April 2, 2013.

Most Reverend

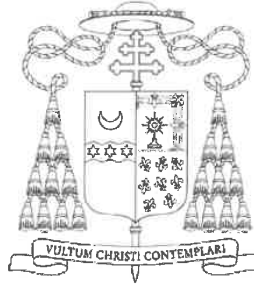
JOHN G. VLAZNY, D.D.

Archbishop Emeritus of Portland in Oregon; ordained December 20, 1961; appointed Auxiliary Bishop of Chicago and Titular Bishop of Stagno October 31, 1983; consecrated December 13, 1983; appointed Bishop of Winona May 19, 1987; installed July 29, 1987; appointed Archbishop of Portland in Oregon October 28, 1997; installed December 19, 1997; retired January 29, 2013.

Most Reverend

PETER LESLIE SMITH

Auxiliary Bishop of Portland in Oregon; ordained June 9, 2001; appointed Titular Bishop of Tubunae in Mauretania and Auxiliary Bishop of Portland in Oregon March 4, 2014; ordained April 29, 2014.



Archdiocesan Pastoral Center: 2838 E. Burnside St., Portland, OR 97214-1895. Tel: 503-234-5334; Fax: 503-234-2545.

Web: www.archdpdx.org

Email: @archdpdx.org

Most Reverend

KENNETH D. STEINER, D.D.

Retired Auxiliary Bishop of Portland in Oregon; ordained May 19, 1962; appointed Titular Bishop of Avensa and Auxiliary Bishop of Portland in Oregon December 6, 1977; ordained March 2, 1978; retired Nov. 25, 2011. Office: 2838 E. Burnside St., Portland, OR 97214.

Square Miles 29,717.

Erected as a Vicariate-Apostolic December 1, 1843

Created Archdiocese of Oregon City, July 24, 1846; Name changed by Papal Decree to "Archdiocese of Portland in Oregon," September 26, 1928

Comprises that part of the State of Oregon lying between the summit of the Cascades and the Pacific Ocean.

For legal titles of parishes and archdiocesan institutions, consult the Archdiocesan Pastoral Center

STATISTICAL OVERVIEW

Personnel					
Archbishops	1	Missions	22	High Schools, Private	7
Retired Archbishops	1	Professional Ministry Personnel:		Total Students	4,208
Auxiliary Bishops	1	Brothers	2	Elementary Schools, Diocesan and Parish	37
Retired Bishops	1	Sisters	19	Total Students	8,523
Abbots	1	Lay Ministers	150	Elementary Schools, Private	3
Retired Abbots	2	Welfare		Total Students	654
Priests: Diocesan Active in Diocese	102	Catholic Hospitals	10	Catechesis/Religious Education:	
Priests: Diocesan Active Outside Diocese	4	Total Assisted	1,863,715	High School Students	4,113
Priests: Retired, Sick or Absent	60	Health Care Centers	12	Elementary Students	11,419
Number of Diocesan Priests	166	Total Assisted	20,464	Total Students under Catholic Instruction	35,455
Religious Priests in Diocese	165	Homes for the Aged	8	Teachers in the Diocese:	
Total Priests in Diocese	331	Total Assisted	3,561	Priests	10
Extern Priests in Diocese	19	Day Care Centers	4	Scholastics	2
Ordinations:		Total Assisted	3,712	Brothers	3
Diocesan Priests	4	Specialized Homes	7	Sisters	9
Religious Priests	3	Total Assisted	1,371	Lay Teachers	1,345
Transitional Deacons	8	Special Centers for Social Services	16	Vital Statistics	
Permanent Deacons in Diocese	69	Total Assisted	870,767	Receptions into the Church:	
Total Brothers	75	Residential Care of Disabled	1	Infant Baptism Totals	4,984
Total Sisters	370	Total Assisted	450	Minor Baptism Totals	515
Parishes		Educational		Adult Baptism Totals	350
Parishes	124	Seminaries, Diocesan	1	Received into Full Communion	729
With Resident Pastor:		Students from This Diocese	22	First Communions	5,501
Resident Diocesan Priests	79	Students from Other Diocese	89	Confirmations	3,289
Resident Religious Priests	24	Diocesan Students in Other Seminaries	8	Marriages:	
Without Resident Pastor:		Students Religious	24	Catholic	721
Administered by Priests	15	Total Seminarians	54	Interfaith	208
Administered by Deacons	2	Colleges and Universities	2	Total Marriages	929
Administered by Religious Women	1	Total Students	4,838	Deaths	1,673
Administered by Lay People	2	High Schools, Diocesan and Parish	3	Total Catholic Population	424,736
Completely Vacant	1	Total Students	1,646	Total Population	3,413,762

Former Bishops—Most Revs. FRANCIS NORBERT BLANCHET, D.D., First Vicar Apostolic of Oregon Territory; cons. July 25, 1845, Titular Bishop of Drasa; appt. Archbishop of Oregon City, July 24, 1846 when the Vicariate was erected into an ecclesiastical province; resigned 1880; died June 18, 1883; CHARLES JOHN SEGHERS, D.D., cons. June 29, 1873; Bishop of Vancouver Island, British Columbia; coadjutor to the Archbishop of Oregon City, Dec. 10, 1880; Archbishop, Dec. 20, 1880; resigned 1884; and transferred to Vancouver Island, British Columbia; died Nov. 28, 1886; WILLIAM H. GROSS, C.Ss.R., D.D., Archbishop of Oregon City; cons. Bishop of Savannah, GA April 27, 1873; promoted by His Holiness Leo XIII Feb. 1, 1885 from Savannah to the Archiepiscopal See of Oregon City; died Nov. 14, 1898; ALEXANDER CHRISTIE, D.D., Archbishop of Oregon City; consecrated June 29, 1898, Bishop of Vancouver

Island, B.C.; promoted by His Holiness Leo XIII February 12, 1899 from Vancouver Island to the Archiepiscopal See of Oregon City; died April 6, 1925; EDWARD D. HOWARD, D.D., LL.D., Titular Archbishop of Albule; ord. June 12, 1906; cons. Titular Bishop of Isauria and Auxiliary Bishop of Davenport, April 6, 1924; appt. to the See of Oregon City, April 30, 1926; asst. at the Pontifical Throne, May 2, 1939; transferred to the Titular See of Albule and as Archbishop of Portland in Oregon, Dec. 9, 1966; died Jan. 2, 1963; ROBERT JOSEPH DWYER, D.D., Ph.D., ord. June 11, 1932; cons. Bishop of Reno, Aug. 5, 1952; appt. Archbishop of Portland in Oregon, Dec. 9, 1966; resigned Jan. 22, 1974; died March 24, 1976; CORNELIUS MICHAEL POWER, D.D., J.C.D., ord. June 3, 1939; appt. Bishop of Yakima, Feb. 5, 1969; cons. May 1, 1969; appt. Archbishop of Portland in Oregon, Jan. 22, 1974; retired July 3,

1986; died May 22, 1997; WILLIAM J. LEVADA, S.T.D., ord. Dec. 20, 1961; appt. Titular Bishop of Capri and Auxiliary Bishop of Los Angeles, March 29, 1983; appt. Archbishop of Portland in Oregon, July 1, 1986; installed Sept. 21, 1986; appt. Coadjutor Archbishop of San Francisco, Aug. 17, 1995; transferred to Oct. 24, 1995; FRANCIS E. GEORGE, O.M.I., Ph.D., S.T.D., ord. Dec. 21, 1963; appt. Bishop of Yakima July 10, 1990; installed Sept. 21, 1990; appt. Archbishop of Portland in Oregon, April 29, 1996; installed May 27, 1996; appt. Archbishop of Chicago April 8, 1997; installed May 7, 1997; JOHN G. VLAZNY, ord. Dec. 20, 1961; appt. Auxiliary Bishop of Chicago and Titular Bishop of Stagno Oct. 31, 1983; cons. Dec. 13, 1983; appt. Bishop of Winona May 19, 1987; installed July 29, 1987; appt. Archbishop of Portland in Oregon Oct. 28, 1997; installed Dec. 19, 1997; retired Jan. 29, 2013.

PORTLAND IN OREGON (P)

1084

CATHOLIC CHURCH IN THE U.S.

Office of the Archbishop

Archdiocesan Pastoral Center—2838 E. Burnside St., Portland, 97214-1895. Tel: 503-234-5334; Fax: 503-234-2545.

Archdiocesan Canonical Officials

Vicar General and Moderator of the Curia—Most Rev. PETER L. SMITH, Pastoral Center, 2838 E. Burnside St., Portland, 97214. Tel: 503-233-8331; Fax: 503-234-2545.

Vicar for Clergy and Ministry Personnel—Rev. TODD MOLINARI.

Chancellor—MARY JO TULLY.

Finance Officer—JO WILLHITE.

Departments—

Office of Legal Affairs—PAULETTE FURNESS.

Archdiocesan Administrative Department—JO WILLHITE, Chief Admin. Officer.

Office of the Vicar for Clergy and Ministry Personnel—Rev. TODD MOLINARI.

Department of Catholic Schools—VACANT, Supt.

Office of the Chancellor and Public Affairs—MARY JO TULLY.

Department of Pastoral Ministries—Mr. TODD COOPER, Acting Dir.

Oregon Catholic Conference—Most Revs. ALEXANDER K. SAMPLE, Archbishop of the Archdiocese of Portland in Oregon; LIAM CARY, Bishop of Baker; PETER L. SMITH, Auxiliary Bishop of the Archdiocese of Portland in Oregon; Rev. JACOB A. MOSBRUCKER (Retired); DENNIS KEENAN; MAUREEN SLOAN; RICHARD FEENEY; GARY WILHELMS; Mr. TODD COOPER; MATT CATO.

Tribunal—Rev. Msgr. PATRICK BRENNAN, Judicial Vicar.

Canonical Advisory Groups—

Finance Council—Revs. STEVE GEER; RICHARD D. SIRIANNI; Most Rev. PETER L. SMITH, J.C.L.; DOUG WHITE; RON BASILE; PAULETTE FURNESS; CAMERON WILLIAMS; CAROLYN WINTER; BRIAN WILLIAMS; MICHAEL FAHEY; JO WILLHITE, Chair; JAMES SCHALLER; LEONARD VUYLSTEKE, 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8359.

College of Consultors—Most Rev. PETER L. SMITH; Rev. Msgr. PATRICK BRENNAN, J.C.L.; Rev. TODD MOLINARI; Rev. Msgr. RICHARD HUNGER; Revs. RICHARD D. SIRIANNI; VINCENT TRUJILLO, O.S.B.; JOHN W. KERNS; LUAN Q. TRAN; KELLY VANDEHEY, J.C.L.

Area Vicars—Revs. JOHN PATRICK RILEY, C.S.C., Downtown Portland; MICHAEL BIEWEND, Northeast Portland; MICHAEL EVERDEND, C.S.P., Southeast Portland; CHARLES E. ZACH, East Portland Suburban; PASCHAL EZURIKE, South Portland, Suburban; WILLIAM C. MOISANT, West Portland Suburban; SEAN M. WEEKS, Beaverton Suburban; DONALD GUTMANN, Yamhill County; MICHAEL VUKY, J.C.L., Tualatin Valley; LIUAN Q. TRAN, Columbia County; JOSEPH HOANG, North Coast; PHILIP WABEL, O.S.B., Marion County; TIMOTHY MOCKAITIS, Metropolitan Salem; ED COLEMAN, Santiam; PETER O'BRIEN, Albany-Corvallis; RONALD NELSON, Metropolitan Eugene; ROBERT WOLF, South Coast; WILLIAM HOLTZINGER, Southern Oregon.

Personnel Board—Revs. JEFFREY EIRVIN; JAMES COLEMAN; RONALD C. MILLIGAN; JESUS ANGELO TE; RICHARD B. THOMPSON; MICHAEL VUKY, J.C.L. Ex Officio: Most Rev. ALEXANDER K. SAMPLE; Rev. TODD MOLINARI; Most Rev. PETER L. SMITH, J.C.L.

Tribunal

Judicial Vicar—Rev. Msgr. PATRICK BRENNAN, J.C.L.; Rev. JOHN BOYLE, J.C.L., Dir. Tel: 503-233-8380.

Adjutant Judicial Vicars—Rev. KELLY VANDEHEY, J.C.L.; Most Rev. PETER L. SMITH, J.C.L.

Judges—Most Rev. PETER L. SMITH, J.C.L.; Rev. Msgrs. PATRICK BRENNAN, J.C.L.; CARL GIMPL (Retired); Revs. MICHAEL JOHNSTON; JAMES MAYO; MICHAEL VUKY, J.C.L.; KELLY VANDEHEY, J.C.L.

Defenders of the Bond—Rev. Msgr. GREGORY MOYS; Sr. MAUREEN ABBOTT, S.P.; Rev. JOHN BOYLE, J.C.L.

Auditor—Deacon CRAIG JOSEPH CASEY.

Case Instructor—SUSAN OUFFOUE.

Notaries—SUSAN OUFFOUE; MARGARET NOLAN; Rev. MICHAEL VUKY, J.C.L.

Advocates—Priests and pastoral ministers by appointment.

Archdiocesan Offices and Agencies

Administrative—JO WILLHITE, Chief Administrative Officer.

Archives—JOSEPH SCHWEK, Records Mgr., 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8334. Email: archives@archdpdx.org.

Building Commission—Most Rev. PETER L. SMITH, J.C.L., (Ex Officio); Revs. JOSEPH HEUBERGER; PATRICK MCNAMEE, Chair (Retired); JIM KIRKPATRICK; BRIAN SHRA; JIM EVANS; ROBERT BOILEAU; BILL PARRY; JOSEPH GEHLEN; DELIA WILSON; JO WILLHITE, (Ex Officio); SAMUEL RODRIGUEZ; MARY FRANCES CASCIATO, Sec.

Campus Ministry—Mr. TODD COOPER, Contact, 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8395.

Catholic Charities, Inc.—RICHARD BIRKEL, Ph.D., Exec. Dir., 2740 S.E. Powell Blvd., Portland, 97202. Tel: 503-231-4866; Fax: 503-231-4327. Email: rbirkel@catholiccharities.org.

Catholic Deaf Ministry—Sr. LINDA ROBY, B.V.M., Dir., 2838 E. Burnside St., Portland, 97214. Tel: 971-340-4769 (Videophone). Email: lroby@archdpdx.org.

"Catholic Sentinel"—(Official Newspaper of the Archdiocese), Most Rev. ALEXANDER K. SAMPLE, Publisher-in-Chief; JOHN J. LIMB, Publisher; VACANT, Editor, 5536 N.E. Hassalo St., Portland, 97213-3638. Tel: 503-281-1191. Mailing Address: P.O. Box 18030, Portland, 97218-0030.

Catholic Youth Organization/Camp Howard—Sr. KRISTA VON BORSTEL, S.S.M.O., Exec. Dir., 825 N.E. 20th Ave., Oregon Plaza, Ste. 120, Portland, 97232. Tel: 503-231-9484, Ext. 104; Fax: 503-231-9531. Email: srkrista@cyocampHoward.org. Web: cyocampHoward.org.

Cemeteries—JO WILLHITE, Dir. Tel: 503-234-5334; TIM CORBETT, Supt., Mt. Calvary Cemetery, 333 S.W. Skyline Blvd., Portland, 97221. Tel: 503-292-6621. Gethsemani Cemetery, 11666 S.E. Stevens Rd., Portland, 97266. Tel: 503-659-1350. Mount Calvary Cemetery, Eugene, 300 Mary Lane, Eugene, 97405. Tel: 541-686-8722.

Child Protection/Victim Assistance Office—CATHY SHANNON, Dir., 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-416-8810 Victim Assistance; 503-233-8302 Child Protection. Email: cshannon@archdpdx.org.

Clergy Personnel—Rev. TODD MOLINARI, Vicar for Clergy & Ministry Personnel, 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8366; Fax: 503-230-1477.

Communications—VACANT, Dir., 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8373; Fax: 503-234-0019.

Continuing Education for Clergy—VACANT, Dir. Tel: 503-233-8368. Board Members: Revs. ELWIN SCHWAB; TODD MOLINARI; JOHN HENDERSON; CHARLES A. WOOD; THEODORE SEVERIN LANGE; CARY ORDIALES RENTVA, 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8368.

Diaconate Office—Deacons BRIAN DIEHM, Dir. Email: bdiehm@archdpdx.org; WILLIAM BLOUDEK, Asst. for Formation, 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8368. Email: wbloudek@archdpdx.org.

Ecumenical and Interreligious Affairs—MARY JO TULLY, Dir., 2838 E. Burnside St., Portland, 97214. Tel: 503-233-8323. Email: mjully@archdpdx.org.

Department of Pastoral Ministries—Mr. TODD COOPER, Acting Dir., 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8386.

Hispanic Ministries—Rev. JAMES COLEMAN, Vicar for Hispanic Ministry; RAUL VELAZQUEZ, Dir., 2838 E. Burnside St., Portland, 97214. Tel: 503-233-8324.

Email: rvelazquez@archdpdx.org.

Historical Commission—MARY BETH HERKERT, Pres., 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-234-5334.

Holy Childhood, Pontifical Association of—MARY JO TULLY, Dir., 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8323. Email: mjully@archdpdx.org.

Human Resources—VACANT, Dir., 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8370.

Legal Affairs—PAULETTE FURNESS, 2838 E. Burnside St., Portland, 97214. Tel: 503-233-8356. Email: pfurness@archdpdx.org.

Life, Justice and Peace—MATT CATO, Dir., 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8361. Email: justiceandpeace@archdpdx.org; Rev. TIMOTHY MOCKAITIS, Assoc. Dir. Respect for Life Activities.

Liturgical Commission—Revs. JAMES MAYO; JOSEPH S. McMAHON (Retired); Sr. LORETTA SCHAFF, O.S.F.; MARY JO TULLY; AGNES ZUEGER.

Marriage, Family Life and Aging—VACANT, 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8395.

Ministry Formation—HEATHER WYCOFF, Coord., 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-652-7476; Fax: 503-652-8937. Email: hwycoff@archdpdx.org; Griffin Center, 11957 S.E. Fuller Rd., Milwaukie, 97222. Tel: 503-652-7476.

Mission Office—MARY JO TULLY, Dir., 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8323. Email: mjully@archdpdx.org.

Oregon Catholic Conference—Most Revs. ALEXANDER K. SAMPLE, Pres.; LIAM CARY, Vice Pres.; PETER L. SMITH, J.C.L., Sec. & Treas., 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-234-5334.

Oregon Catholic Press—Most Rev. ALEXANDER K. SAMPLE, Publisher-in-Chief; JOHN J. LIMB, Publisher, 5536 N.E. Hassalo St., Portland, 97213-3638. Tel: 503-281-1191. Mailing Address: P.O. Box 18030, Portland, 97218-0030.

Pastoral Ministries—Mr. TODD COOPER, Acting Dir., 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-234-5334.

People with Disabilities—ANGELA PAZ, Dir., 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8399 (VTTY).

Pro-Life Activities—(See Life, Justice and Peace)

Project Rachel—2740 S.E. Powell Blvd., #7, Portland, 97202. Tel: 800-249-8074.

Propagation of the Faith, Pontifical Society for the—MARY JO TULLY, Dir., 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8323. Email: mjully@archdpdx.org.

Religious Education—VACANT, Dir.

Refugee Resettlement—TOC SONEOULAY-GHUESPIE, Prog. Mgr., 2740 S.E. Powell Blvd., Portland, 97202. Tel: 971-222-1883; Fax: 971-222-1887.

Resource Development—VACANT, Dir. Resource Dev.; SHANNON ULRICH, ACA/Capital Campaign Contact, 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8336; Fax: 503-235-6675. Email: sulrich@archdpdx.org.

St. Mary's Home for Boys—FRANCIS MAHER, Exec. Dir., 16535 S.W. Tualatin Valley Hwy., Beaverton, 97006. Tel: 503-649-5651.

School Office—VACANT, Supt. Tel: 503-233-8300; Fax: 503-236-8683; VACANT, Dir. School Personnel & Faith Formation; VACANT, Dir. Instructional Svcs. & Accreditation.

Vocations—Rev. JEFFREY EIRVIN, Dir., 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8368.

Worship—VACANT, Dir., 2838 E. Burnside St., Portland, 97214-1895. Tel: 503-233-8342.

Youth and Young Adult Ministry—MICHAEL HORACE, Dir. Tel: 503-233-8310.

CLERGY, PARISHES, MISSIONS AND PAROCHIAL SCHOOLS

CITY OF PORTLAND

(MULTNOMAH COUNTY)

PORTLAND

1—CATHEDRAL OF THE IMMACULATE CONCEPTION (1851) Rev. Msgr. Patrick Brennan; Rev. Peter Nhat Hoang, Parochial Vicar; Deacon Craig Joseph Casey.

Res.: 1716 N.W. Davis St., 97209. Tel: 503-228-4397; Fax: 503-242-2568. Web: www.maryscathedral.org.

School—(Grades K-8), 110 N.W. 17th Ave., 97209. Tel: 503-275-9370; Fax: 503-243-3819. Lay Teachers 17; Students 250.

Catechesis/Religious Program—Students 12.

2—ST. AGATHA (1911) Rev. Nathan Zdrov, O.S.B. Office: 1430 S.E. Nehalem St., 97202. Tel: 503-236-4747; Fax: 503-236-6407. Email: stagathapdx@gmail.com. Web: www.stagatha.us.

School—(Grades PreK-8), 7960 S.E. 15th Ave., 97202. Tel: 503-234-5500; Fax: 503-232-7240. Email: sarah.lutz@stagatha.us. Web: www.stagatha.us/school. Sarah Lutz, Office Mgr. Lay Teachers 15; Students 225.

3—ALL SAINTS (1917) Rev. Paul Jeyamani.

Res.: 3847 N.E. Glisan, 97232. Tel: 503-232-4305; Fax: 503-238-8847. Email: parish@allsaintsportland.org. Web: www.allsaintsportland.org.

School—(Grades PreSchool-8), 601 N.E. 39th Ave., 97232. Tel: 503-236-6205; Fax: 503-236-0781. Email: office@allsaintsportland.com. Web: www.allsaintsportland.com. Mary Wallulis, Librarian. Lay Teachers 30; Students 491. Catechesis/Religious Program—Students 110.

4—ST. ANDRE BESSETTE CHURCH (1919), (Downtown Chapel), Rev. John Patrick Riley, C.S.C. Res.: 601 W. Burnside St., 97209. Tel: 503-228-0746; Fax: 503-234-2545. Web: www.saintandrechurch.org.

5—ST. ANDREW (1907) Rev. David E. Zegar. Res.: 806 N.E. Alberta St., 97211. Tel: 503-281-4429; Fax: 503-281-4411. Email:

RESOLUTION NO. 2877

A RESOLUTION GRANTING AN EXEMPTION FROM PROPERTY TAXES UNDER ORS 307.540 TO ORS 307.548 FOR WIEDEMANN PARK, A LOW-INCOME APARTMENT DEVELOPMENT OWNED AND OPERATED BY ACCESSIBLE LIVING, INC.

WHEREAS, maintaining Wilsonville's existing affordable housing supply is necessary for its continued health and growth; and

WHEREAS, Accessible Living, Inc., a not-for-profit organization, owns and manages the Wiedemann Park Apartments, an affordable housing development located at 29940 SW Brown Road, Wilsonville OR; and

WHEREAS, the Wiedemann Park Apartments includes 57 residential units, for seniors with low income; and

WHEREAS, Accessible Living, Inc., is currently seeking to preserve Wiedemann Park as affordable housing; and

WHEREAS, a property tax exemption is essential to Accessible Living, Inc.'s continuation as affordable housing; and

WHEREAS, ORS 307.540 to 307.548 authorizes property tax exemptions for affordable housing owned by not-for-profit corporations and occupied by low-income persons; and

WHEREAS, the City of Wilsonville wishes to adopt and/or ratify the policy set forth in those sections; and

WHEREAS, Accessible Living Inc. has requested a property tax exemption for its Wiedemann Park development, pursuant to ORS 307.543(2); and

WHEREAS, the City of Wilsonville and West Linn-Wilsonville School District property tax levies jointly comprise more than 51% of the total combined rate of taxation on Accessible Living Inc.'s development at Wiedemann Park; and

WHEREAS, Accessible Living, Inc. has received an exempt status from the West Linn-Wilsonville School District for the Wiedemann Park Apartments for property taxation arising under its jurisdiction unless and until terminated pursuant to ORS 307.548;

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

- Section 1: The City of Wilsonville adopts the provisions of ORS 307.540 to 307.548.
- Section 2: Accessible Living, Inc. and its affordable housing development, Wiedemann Park Apartments, qualify for a property tax exemption pursuant to ORS 307.540 to 307.548.
- Section 3: The Finance Director is directed to request the Clackamas County Assessor to exempt Autumn Park Apartments from taxation by all taxing jurisdictions pursuant to ORS 307.543(2), commencing on the first day of the tax assessment year beginning July 1, 2021.
- Section 4: This resolution is effective upon adoption for the upcoming 2021/2022 tax year.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 1st day of March 2021 and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:
Mayor Fitzgerald
Council President Akervall
Councilor Lehan
Councilor West
Councilor Linville

Attachment:

- A. Property Tax Exemption Application

CITY OF WILSONVILLE

Instructions and Application for Property Tax Exemption For Low-Income Housing Held by Charitable, Nonprofit Organizations

Please note that the City requires a copy of the IRS declaration of the status of application as a tax exempt corporation under 26 U.S.C. Section 501(c)(3) or (4) for each application.

Instructions and Application for property Tax Exemption For Very Low-Income Housing Held by Charitable, Nonprofit Organizations

What is It?

The 1985 Oregon legislature authorized a property tax exemption for low-income housing held by charitable, non-profit organizations.¹ The tax exemption is intended to benefit low-income renters and is available for qualifying property located within the City of Wilsonville.

Who is Eligible?

- Charitable, non-profit organizations that provide housing to low-income persons² are eligible.
- The organization must be certified by the Internal Revenue Services as 501(c) (3) or (4).
- Organizations must own or have a leasehold interest in the property or participate in a partnership so long as the non-profit organization is responsible for the day-to-day management of the property. The site must be occupy-able during the upcoming tax year by income eligible households, although vacant land intended to be developed as low-income housing is eligible for the exemption provided under this program.
- Applicants who are leaseholders must have a sign leasehold agreement by the April 1st application deadline. *Applicants may also apply for the exemption for properties expected to be acquired by July 1 of the tax year but the application form must be submitted by the February th deadline.*

Note: You may already be exempted from taxation under the statutory provision for qualifying benevolent, charitable and scientific institutions or for nonprofit organizations providing housing and *care* to the elderly. These two programs are administered by Clackamas County.

If you qualify for these other programs, please do not complete this application. Questions concerning these exemptions should be directed to the Clackamas County Division of Assessment and Taxation at 503-655-8671

What is Eligible?

Only the residential portion of a property located within the City of Wilsonville, which is used to house low-income people, is eligible for a property tax exemption. For example, the commercial space in a mixed-use building would not be eligible for tax exemption. Application for the exemption must be made *annually*.

Who Administers the Program?

The City of Wilsonville's Finance Department administers this program. Please call Keith Katko, Assistant Finance Director at (503) 570-1516 if you have questions.

¹ SB 503 Chapter 660 Oregon's Laws 1985 and chapter 108 Oregon Laws 1993 amending Oregon Revised Statutes 307.540-.548.

² "Low-income persons" are individuals earning 60% or less of the area median income. See Income Eligibility Schedule (Attachment A) [U.S.C. Section 1437(a)(b)(2)].

How to Apply?

Submit a completed application, which includes the following:

1. A complete application – complete Section A and E for your organization. Complete Sections B, C, and D for *each* building for which a property tax exemption is being requested.
2. All applications must be signed and notarized – Section E is required to be notarized for each organization and application only, *not for each building*.
3. New applications must include a copy of IRS 501(c)(3) or (4) letter certifying your organization's eligible charitable nonprofit status.
4. Application fee – Attach a check or money order payable to the City of Wilsonville in the amount of \$250 for new applications and \$50 for renewal applications. Application fee is for each organization, not each building, however the renewal fee is per building. Applicants who apply for exemptions by the April 1 deadline do not need to pay an additional fee to apply for exemption for property acquired before the July 1 purchase deadline.
5. **Applications must be received at the City of Wilsonville Finance Department no later than February 8th. Applications received after this date will not be accepted.** Submit applications to the address below: City of Wilsonville, Attn: Finance Department, 29799 SW Town Center Loop East, Wilsonville, OR 97070.
6. If you have any questions about the application, please call Keith Katko, Assistant Finance Director at (503) 570-1516 if you have questions.

ATTACHMENT A**2020 INCOME ELIGIBILITY SCHEDULE**

The following income eligibility schedule is to be used in determining the amount of eligible property. Only units which are intended for occupancy by households with incomes at or below these income guidelines are eligible for the exemption.

Household Size	Household Income Not To Exceed³
1	\$25,983
2	33,978
3	41,973
4	49,967
5	57,962
6	65,957

Note: Unoccupied housing units at the time of application may be included in the total eligible units if the applicant meets the following conditions:

1. The units will be available exclusively to eligible low-income persons;
2. The units are intended to be occupied within the year;
3. The applicant must provide a written statement to the effect of 1 and 2 above, and attach it to the application.

(source: <https://www.oregon.gov/ohcs/Pages/low-income-energy-assistance-oregon.aspx> Oregon Low Income Energy Assistance Program)

APPLICATION

**PROPERTY TAX EXEMPTION FOR LOW-INCOME HOUSING HELD BY
CHARITABLE, NONPROFIT ORGANIZATIONS**

(For Office Use Only)

City of Wilsonville, Oregon \$250 Application Fee _____
Date Received: _____ \$50 Renewal Fee _____
Receipt No. _____

CONTENTS

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B. Property to be considered for exemption	2
C. Leasehold Interest in Eligible Property	2
D. Description of Charitable Purpose/Project Benefit	3
E. Declarations	4

Section A – Applicant Information

Corporate Name: Accessible Living Inc.

Address: 3245 SW 182nd Ave., Aloha, OR 97006

Telephone: 503-272-8908
Business

503-740-3931
Residence (Optional)

Email Address: karen@housingindependence.org

Chief Executive Officer: Karen Voiss

Contact Person: Karen Voiss

Telephone: 503-272-8908

Section B – Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each building for which you are requesting a tax exemption)

Organization: Wiedemann Park Apartments Limited Partnership

Property Address: 29940 SW Brown Rd., Wilsonville, OR 97070

Assessor’s Property Tax Account Number(s): #00810590, #05001064

(Be sure to identify all account numbers for both land and improvements on the property for which you are requesting tax exemption, in some cases, land and improvements may have separate property tax account numbers.)

Total number of residential units in the building: 58

Number of residential units occupied by very low-income people: 57

Total square feet in building: 45,999

Total square feet used to house very low-income people⁴: 45,999

Section C – Leasehold Interest in Eligible Property

Do you own the property in question? Yes No

If you answered “no” to the above question, do you have leasehold interest in the property?
 Yes No

If yes, please include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants served rather than the owner or corporation from whom you lease.

⁴ This includes halls, baths, dining, and other space dedicated to residential use. Retail uses and other accessory uses not related to residential use are not to be counted.

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

1. Reduce the rents that your very low-income residential tenants pay on the property in question? Yes No If so, by approximately how much? \$158,784
2. Provide greater services to your very low income residential tenants? Yes No.
3. If yes, in what way(s)? The exemption will ensure resident services continue to be provided per the OHCS management plan
4. Provide any other benefit to your very low-income residential tenants? Yes No.
If yes, please explain: _____

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

Section D: Declarations

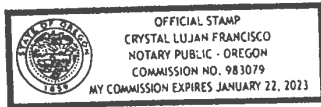
- 1. X I have attached to this application the IRS declaration of the status of applicant as a tax-exempt corporation under 26 U.S.C. Section 501(c)(3) or (4).
- 2. X I am aware that the income-qualifying tenants must meet the income guidelines in accordance with 42 USC Section 1437(a)(b)(2) as amended. (See Attachment A, Income Eligibility Schedule.) Tenant incomes do not exceed these limitations as I verily believe.
- 3. X I am aware of all requirements for tax exemption imposed by ORS 307.540 -307.548 (Chapter 660 Oregon Laws 1985, as amended by Chapter 756 Oregon Laws 1987) and modified by Forest Grove Code Section 3.20.
- 4. X To the best of my knowledge, the above-described property or properties, qualify, or if vacant or under construction, will qualify for property tax exemption once occupancy is established.
- 5. X I have read and understood the criteria provided in Forest Grove Code of Ordinances §37.02, and I certify that the corporation meets that criteria.
- 6. X All the information in this application is true to the best of my belief and knowledge, and is for the purpose of determining eligibility for the tax exemption program authorized by ORS 307.540 - 307.548 and administered through Forest Grove Code of Ordinances §37.02.

By: Karen A. Voiss
Agency Chief Executive Officer (Signature)

By:
Agency Chief Executive Officer (Print of Type)
Karen Voiss
For: Accessible Living Inc.
Corporate Name (Print of Type)

SUBSCRIBED AND SWORN to before me this day of Jun 21st, 2021.

[Signature]
Notary Public for Oregon (Signature)



Crystal Lujan Francisco
Notary Public for Oregon (Print or Type Name)

My Commission Expires: Jan 22 2023



Wiedemann Park is comprised of 34, 1-bedroom apartments and 24, 2-bedroom apartments. One-bedroom allowable rent is \$995 per unit for a total allowable of \$33,830 monthly. The two-bedroom allowable rents are \$1,194, for \$28,656. The total allowable monthly rents are \$62,486

Actual total monthly rents are \$50,412. The difference is $\$12,074 * 12 = \$144,888$ in annual savings.



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: March 1, 2021</p>	<p>Subject: Resolution No. 2881 Authorizing the City Manager to Execute a Construction Contract with Moore Excavation, Inc. for the 5th Street / Kinsman Road Extension Project (Capital Improvement Project No. 1139, 2099, 4196, & 9155)</p> <p>Staff Member: Zachary Weigel, P.E. Capital Projects Engineering Manager</p> <p>Department: Community Development</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1st Reading Date: <input type="checkbox"/> Ordinance 2nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable</p>	<p>Comments:</p>
<p>Staff Recommendation: Staff recommends Council adopt the Consent Agenda.</p>		
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>		
<p>Project / Issue Relates To:</p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities: A.2. Complete the preliminary work necessary to solicit bids on Phase 1 of the Boones Ferry/Brown Road project (Old Town Escape – 5th to Kinsman project)</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan Project RE-04</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 Moore Excavation, Inc. in the amount of \$10,852,526.98 for the construction of the 5th Street / Kinsman Road Extension (CIP #1139, 2099, 4196, 9155) project.

EXECUTIVE SUMMARY:

The 5th Street / Kinsman Road Extension project (Project) is identified as a high priority project in the 2013 Transportation System Plan (TSP amended in 2020) as Project RE-04 and the Year 2000 Urban Renewal Plan. The Project will extend 1000 feet of Kinsman Road south of Wilsonville Road, 1800 feet of 5th Street west of Boones Ferry Road with a new intersection of Kinsman Road and 5th Street, and 2000 feet of Ice Age Tonquin Trail and includes installation of two bridge crossings of Coffee Lake Creek and a upgraded railroad crossing at 5th Street, and extension of sanitary and water mains.

The City received eight (8) bids by the February 2, 2021 deadline (see Attachment 2) of which Moore Excavation, Inc. submitted the lowest, responsive bid at \$10,852,526.98.

EXPECTED RESULTS:

Extend 1000 feet of Kinsman Road south of Wilsonville Road, 1800 feet of 5th Street west of Boones Ferry Road with a new intersection of Kinsman Road and 5th Street, and 2000 feet of Ice Age Tonquin Trail and includes installation of two bridge crossings of Coffee Lake Creek and a new railroad crossing, and extension of sanitary and water mains.

TIMELINE:

Construction is expected to begin the last week of March 2021 with a final completion date scheduled for January 2023.

CURRENT YEAR BUDGET IMPACTS:

The water portion, Project #1139 is funded through water system development charges (SDC). The amended FY20/21 budget includes \$1,895,795 for design, property acquisition, construction, contract administration, and overhead for the portion of work related to the water system. The water portion of the construction contract is estimated at \$1,204,136.48, within the budgeted amount for the Project. This project is included in the City's five-year capital improvement plan and will carry into the next fiscal year.

The sewer portion, Project #2099 is funded through sewer SDCs. The amended FY20/21 budget includes \$3,513,426 for design, property acquisition, construction, contract administration, and overhead for the portion of work related to the sewer system. The sewer portion of the construction contract is estimated at \$1,724,633.36, within the budgeted amount for the Project. This project is included in the City's five-year capital improvement plan and will carry into the next fiscal year.

The street portion, Project #4196 is funded through Year 2000 Urban Renewal funds. The amended FY20/21 budget includes \$7,055,473 for design, property acquisition, construction, contract administration, and overhead for the portion of work related to the street system. The street portion of the construction contract is estimated at \$7,596,299.14. An additional \$3,450,000 is estimated for street construction in FY 2021-22. The streets portion of the construction contract is within the total anticipated amount for the Project.

The parks portion, Project #9155 is funded through parks SDCs. The amended FY 20/21 budget includes \$332,458 for construction and overhead for the portion of work related to the parks system. The parks portion of the construction contract is estimated at \$327,458.00, within the budgeted amount for the Project. This project is included in the City's five-year capital improvement plan and will carry into the next fiscal year.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 2/16/2021

Adequate funding is available as the contract will span multiple fiscal years.

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 2/25/2021

COMMUNITY INVOLVEMENT PROCESS:

The Boones Ferry Road to Brown Road Connector Corridor Plan included an extensive community involvement process with multiple stakeholder meetings, two public meetings, an on-line survey, and hearings before both City Council and the Planning Commission.

During the 2017 design phase of the 5th Street / Kinsman Road Extension project, engagement of the community has included three public open houses, meetings with several landowners, two City Council meetings, and regular informational updates on the project website and social media.

Coordination and outreach to the surrounding community and adjacent property owners will continue throughout construction, providing regular updates and notifications through the use of flyers, door hangers, social media posts, press releases, and Boones Ferry Messenger articles.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Construction of the 5th Street / Kinsman Road Extension project will provide additional connectivity in south Wilsonville with a new route between Old Town and Kinsman Road that parallels Wilsonville Road and provides an alternate to using the Wilsonville Road / Boones Ferry Road intersection, which experiences frequent congestion when I-5 approaches capacity. This project will also provide infrastructure and access to serve future industrial and residential development in the Arrowhead Creek Planning Area.

Along with constructing the roadway, both water and sanitary sewer will be extended within the road right-of-way. The project will construct a significant segment of Ice Age Tonquin Trail providing bicycle and pedestrian connectivity between the residential neighborhoods in southwest Wilsonville to commercial businesses along Boones Ferry Road, to Boones Ferry Park and Memorial Park, and to the neighborhoods east of I-5 and south of Wilsonville Road.

ALTERNATIVES:

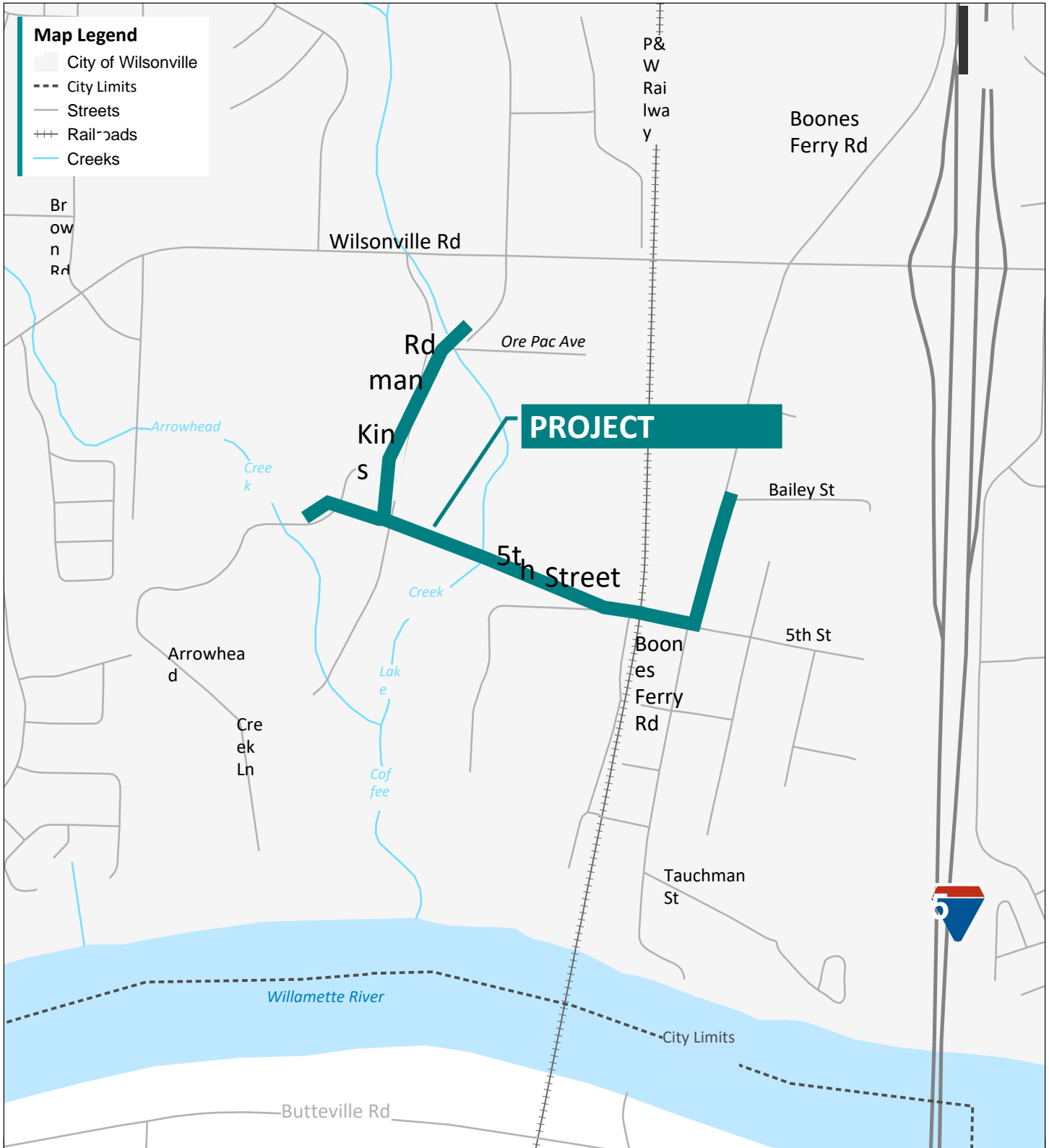
Current final project design is based on coordination between City Staff, the design consultant team, neighboring property owners, the Old Town neighborhood, and City Council direction over the course of the Project design since 2016.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Project Location Map
2. Bid Summary
3. Resolution No. 2881
 - A. 5th Street / Kinsman Road Extension Construction Contract



5th Street / Kinsman Road Extension Project
 Project Location Map



DISCLAIMER

This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.





BID SUMMARY

Project: 5th Street/Kinsman Road Extension
 File No: 16.03 001

CIP No: 4196
 Bid Date: February 2, 2021 @ 2:00 pm

Open Order	Bidder	Envelope Marked	Bid Security Amount	Type	Proposal Complete	Addenda	Proposal Signed	First Tier Sub-Con.	Pre-Qualified	CCB No.	CCB Disqualified	BOLI Debarred	Record of Performance	Record of Integrity	Bid Amount:
--	Engineer's Estimate														\$11,221,578.96
1	Carter & Company Inc.	Y	10%	Bond	Y	Y	Y	Y	Y	103592	N	N	Y	Y	\$10,898,065.43
2	Emery & Sons Construction Group	Y	10%	Bond	Y	Y	Y	Y	Y	221536	N	N	--	--	\$11,881,918.75
3	Goodfellow Bros, Inc.	Y	10%	Bond	Y	Y	Y	Y	Y	222458	N	N	--	--	\$12,656,235.40
4	James W. Fowler Co.	Y	10%	Bond	Y	Y	Y	Y	Y	63701	N	N	--	--	\$13,050,702.24
5	K & E Excavating, Inc.	Y	10%	Bond	Y	Y	Y	Y	Y	128542	N	N	--	--	\$11,826,663.20
6	Kerr Contractors	Y	10%	Bond	Y	Y	Y	Y	Y	227664	N	N	--	--	\$11,207,956.00
7	Moore Excavation Inc.	Y	10%	Bond	Y	Y	Y	Y	Y	28397	N	N	Y	Y	\$10,852,526.98
8	Tapani, Inc.	Y	10%	Bond	Y	Y	Y	Y	Y	63434	N	N	Y	Y	\$11,040,003.00

RESOLUTION NO. 2881

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH MOORE EXCAVATION, INC. FOR CONSTRUCTION OF THE 5TH STREET / KINSMAN ROAD EXTENSION PROJECT.

WHEREAS, the City has planned and budgeted for completion of Capital Improvements Projects #1139, 2099, 4196, & 9155, known as the 5th Street / Kinsman Road Extension 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, eight bids were received and opened on February 2, 2021, and Moore Excavation, Inc. submitted a bid of \$10,852,526.98 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Moore Excavation, Inc. submitted the lowest responsive and responsible bid.

Section 2 The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with Moore Excavation, Inc. for a stated value of \$10,852,526.98 in substantially the form as attached hereto as Exhibit A.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 1st day of March 2021, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

A. 5th Street / Kinsman Road Extension Construction Contract

EXHIBIT A**CIP No. 4196****CITY OF WILSONVILLE
CONSTRUCTION CONTRACT**

This Construction Contract (“Contract”) for the 5th Street/Kinsman Road Extension Project (“Project”) is made and entered into on this ____ day of February 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Moore Excavation, Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT**Section 1. Contract Documents**

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents”: All Bid Packet documents and Contractor’s bid response; all plans, drawings, and specifications, bound separately; 2017 City of Wilsonville Public Works Standards; Oregon Department of Transportation 2018 Oregon Standard Specifications for Construction; Special Provisions to ODOT Standards; Wilsonville Amendments or revisions to the 2018 Oregon Standard Specifications for Construction and/or Wilsonville Amendments to Special Provisions to ODOT Standards; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than January 31, 2023, 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 31, 2022, and at Final Completion by January 31, 2023. See **Section 23** for the definitions of Substantial Completion and Final Completion.

Section 3. Contractor’s Work

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

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

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

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

Section 4. Contract Sum, Retainage, and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor the unit price not-to-exceed amount of TEN MILLION EIGHT HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS AND NINETY-EIGHT CENTS (\$10,852,526.98) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor’s unit pricing is set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

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

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

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

4.5. Contractor's 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.

4.6. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the 2017 City of Wilsonville Public Works Standards, ODOT 2018 Oregon Specifications for Construction, and in ORS 279C.570.

Section 5. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective July 1, 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 sum exceeds Ten Thousand Dollars (\$10,000), Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract sum, terms of payment, length of contract, and such other information as the Department may require, before the City will make final payment on the Contract.

Section 8. City's Rights and Responsibilities

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

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

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

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

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

Section 9. City's Project Manager

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

Section 11. Project Information

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

Section 12. Duty to Inform

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

Section 13. Subcontractors and Assignments

13.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 14.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such

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

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

Section 14. Contractor's Responsibilities

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

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

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

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

from subcontractors is solely the responsibility of Contractor. References to “subcontractor” in this Contract mean a subcontractor at any tier.

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

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

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

14.7. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. Subcontractor Requirements

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

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

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

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

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

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

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

Section 16. Environmental Laws

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

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

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
 Port Districts
 County Service Districts
 Water Districts

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

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

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

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

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

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

Section 17. Indemnity

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

part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 17.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

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

Section 18. Insurance

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

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

18.1.2. Business Automobile Liability Insurance. If Contractor or any subcontractors will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor and its subcontractors have business

automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

18.1.3. 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, including but not limited to all plant material, 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, roadway and utilities are fully functional and ready to use, and all land restoration and landscaping has been completed, with only minor punch list items remaining that do not significantly impact use of the road, utilities, and surrounding properties and landscaping. 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 31, 2022 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Subsections 23.3** and **23.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

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

23.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of One Thousand Five Hundred Eighty Dollars and Seventeen Cents (\$1,580.17) [*amount calculated per Special Provision 00180.85(b)(1)*] 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 January 31, 2023, or any written extension thereof granted by the City, Contractor shall pay the City Three Thousand One Hundred Sixty Dollars and Thirty-Five Cents (\$3,160.35) [*amount calculated per Special Provision 00180.85(b)(1)*] for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

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

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

Section 24. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 4** of this Contract, or changes or modifies the Work described in the Contract Documents or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Contract, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

Section 25. Dispute Resolution

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

Section 26. Access to Records

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

Section 27. As-Builts

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

Section 28. Notices

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

To City: City of Wilsonville
 Attn: Zach Weigel, Capital Projects Engineering Manager
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Contractor: Moore Excavation, Inc.
 Attn: Paul Golden
 PO Box 789
 5501 NE 223rd Avenue
 Fairview, OR 97024

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

MOORE EXCAVATION, INC.

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

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BID SCHEDULE
 5th Street / Kinsman Road Extension
 CIP #4196

				Moore Excavation	
ITEM	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT COST	TOTAL
1	Mobilization (10% max.)	1	L.S.	\$800,000.00	\$800,000.00
2	Project Information Sign – Large	2	Each	\$1,400.00	\$2,800.00
3	Temp. Protection & Direction of Traffic	1	L.S.	\$75,000.00	\$75,000.00
4	Temp. Water Management Facility at Kinsman Bridge	1	L.S.	\$24,000.00	\$24,000.00
5	Temp. Water Management Facility at 5th Street Bridge	1	L.S.	\$55,000.00	\$55,000.00
6	Erosion Control	1	L.S.	\$20,000.00	\$20,000.00
7	Plastic Sheeting	2500	S.Y.	\$2.50	\$6,250.00
8	Temporary Mulching, Straw	4.5	Acre	\$3,200.00	\$14,400.00
9	Construction Entrance	2	Each	\$4,500.00	\$9,000.00
10	Wheel Wash	3	Each	\$5,000.00	\$15,000.00
11	Concrete Washout Facility	2	Each	\$1,000.00	\$2,000.00
12	Sediment Fence	5470	L.F.	\$2.25	\$12,307.50
13	Sediment Barrier, Type 3 (Wattles)	2030	L.F.	\$3.50	\$7,105.00
14	Matting, Type E	850	S.Y.	\$5.00	\$4,250.00
15	Matting, Type F	850	S.Y.	\$5.00	\$4,250.00
16	Inlet Protection, Type 4	4	Each	\$100.00	\$400.00
17	Inlet Protection, Type 5	20	Each	\$100.00	\$2,000.00
18	Pollution Control Plan	1	L.S.	\$1,000.00	\$1,000.00
19	Work Containment Plan	1	L.S.	\$20,000.00	\$20,000.00
20	Turbidity Monitoring	1	L.S.	\$2,000.00	\$2,000.00
21	Construction Survey Work	1	L.S.	\$110,000.00	\$110,000.00
22	Removal of Structures and Obstructions	1	L.S.	\$85,000.00	\$85,000.00
23	Clearing and Grubbing	7.6	Acre	\$4,500.00	\$34,200.00
24	General Excavation	12,492	C.Y.	\$20.00	\$249,840.00
25	Embankment in Place (Tonquin Trail)	5860	C.Y.	\$11.00	\$64,460.00
26	Embankment in Place (Material Onsite by Others)	4550	C.Y.	\$6.50	\$29,575.00
27	Stone Embankment	320	C.Y.	\$42.00	\$13,440.00
28	12 Inch Subgrade Stabilization	1170	S.Y.	\$24.00	\$28,080.00
29	Riprap Geotextile, Type 2	733	S.Y.	\$3.50	\$2,565.50
30	Subgrade Geotextile	14855	S.Y.	\$0.70	\$10,398.50
31	Loose Riprap, Class 50	115	Ton	\$100.00	\$11,500.00
32	Loose Riprap, Class 700	490	Ton	\$100.00	\$49,000.00
33	Rock Excavation	6000	C.Y.	\$35.00	\$210,000.00
34	Mainline Video Inspection	5525	L.F.	\$5.00	\$27,625.00
35	Service Line Lateral Video Inspection	20	Each	\$150.00	\$3,000.00
36	8 Inch Sanitary Sewer Pipe, 20 FT Depth	195	L.F.	\$180.00	\$35,100.00
37	15 Inch Sanitary Sewer Pipe, 10 FT Depth	80	L.F.	\$155.00	\$12,400.00
38	15 Inch Sanitary Sewer Pipe, 20 FT Depth	2375	L.F.	\$210.00	\$498,750.00
39	10 Inch Storm Sewer Pipe, 5 FT Depth	162	L.F.	\$82.00	\$13,284.00
40	10 Inch Storm Sewer Pipe, 10 FT Depth	808	L.F.	\$135.00	\$109,080.00
41	12 Inch Storm Sewer Pipe, 5 FT Depth	149	L.F.	\$85.00	\$12,665.00
42	12 Inch Storm Sewer Pipe, 10 FT Depth	900	L.F.	\$142.00	\$127,800.00
43	18 Inch Storm Sewer Pipe, 10 FT Depth	203	L.F.	\$140.00	\$28,420.00
44	24 Inch Storm Sewer Pipe, 10 FT Depth	94	L.F.	\$195.00	\$18,330.00
45	2 Inch PVC Pipe, 5 FT Depth	7984	L.F.	\$8.00	\$63,872.00
46	4 Inch PVC Pipe, 5 FT Depth	11857	L.F.	\$14.00	\$165,998.00
47	6 Inch PVC Pipe, 5 FT Depth	5432	L.F.	\$20.00	\$108,640.00
48	15 Inch HDPE Pipe, 20 FT Depth	181	L.F.	\$210.00	\$38,010.00
49	12 Inch C900 Pipe, 5 FT Depth	40	L.F.	\$330.00	\$13,200.00
50	8 Inch C900 Pipe, 5 FT Depth	77	L.F.	\$64.00	\$4,928.00
51	6 Inch C900 Pipe, 5 FT Depth	149	L.F.	\$44.00	\$6,556.00

EXHIBIT A p.1 of 6

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BID SCHEDULE
 5th Street / Kinsman Road Extension
 CIP #4196

				Moore Excavation	
ITEM	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT COST	TOTAL
52	Pipe Tees, 10 Inch	12	Each	\$900.00	\$10,800.00
53	18 Inch X 12 Inch Reducer	1	Each	\$600.00	\$600.00
54	Trash Rack with Paved End Slope	1	Each	\$3,500.00	\$3,500.00
55	Installing 6 Inch Pipe Under Railroad, 7 FT Depth	1	L.S.	\$40,000.00	\$40,000.00
56	Installing 18 Inch Pipe Under Railroad, 7 FT Depth	1	L.S.	\$50,000.00	\$50,000.00
57	Installing 36 Inch Pipe Under Railroad, 7 FT Depth	1	L.S.	\$80,000.00	\$80,000.00
58	Installing 36 Inch Pipe Under Railroad, 17 FT Depth	1	L.S.	\$120,000.00	\$120,000.00
59	Trench Drain, Type 2	5	L.F.	\$620.00	\$3,100.00
60	Concrete Sanitary Sewer Manholes	16	Each	\$8,200.00	\$131,200.00
61	Concrete Storm Sewer Manholes	10	Each	\$6,000.00	\$60,000.00
62	Concrete Storm Sewer Manholes, Flat Top	1	Each	\$6,000.00	\$6,000.00
63	Concrete Inlets, Type G-2	5	Each	\$2,500.00	\$12,500.00
64	Concrete Inlets, Type CG-30	3	Each	\$3,600.00	\$10,800.00
65	Concrete Inlets, Type CG-48	1	Each	\$4,300.00	\$4,300.00
66	Concrete Inlets, Type Ditch (Modified)	3	Each	\$2,400.00	\$7,200.00
67	Concrete Inlets, Area Drain Type 1 With Grate	1	Each	\$2,300.00	\$2,300.00
68	Concrete Inlets, Type M-E	2	Each	\$2,800.00	\$5,600.00
69	Concrete Junction Boxes	12	Each	\$2,200.00	\$26,400.00
70	Storm Cleanout	27	Each	\$550.00	\$14,850.00
71	Sanitary Cleanout	6	Each	\$750.00	\$4,500.00
72	Old Castle 5106 Vault	9	Each	\$11,000.00	\$99,000.00
73	Old Castle 612-PGE Vault	2	Each	\$12,500.00	\$25,000.00
74	Old Castle Precast 233-PGE Vault	13	Each	\$3,200.00	\$41,600.00
75	Adjusting Boxes	3	Each	\$100.00	\$300.00
76	Adjusting Catch Basins	1	Each	\$700.00	\$700.00
77	Connection to Existing Structures	5	Each	\$2,200.00	\$11,000.00
78	Filling Abandoned Structures	4	Each	\$1,500.00	\$6,000.00
79	Minor Adjustment of Manholes	1	Each	\$1,200.00	\$1,200.00
80	Major Adjustment of Manholes	1	Each	\$2,500.00	\$2,500.00
81	Extra for Manholes Over Existing Sewers	2	Each	\$3,000.00	\$6,000.00
82	Abandon Pipe In Place	275	L.F.	\$18.00	\$4,950.00
Kinsman Road Bridge					
83	Bridge Removal Work	1	L.S.	\$20,000.00	\$20,000.00
84	Shoring, Cribbing, & Cofferdams	1	L.S.	\$15,000.00	\$15,000.00
85	Structure Excavation	724	C.Y.	\$45.00	\$32,580.00
86	Granular Wall Backfill	394	C.Y.	\$54.00	\$21,276.00
87	Granular Structure Backfill	56	C.Y.	\$80.00	\$4,480.00
88	Reinforcement	23,304	LB	\$3.00	\$69,912.00
89	26 Inch Precast Prestressed Slabs	434	L.F.	\$325.00	\$141,050.00
90	General Structural Concrete, Class 4000	1	L.S.	\$20,000.00	\$20,000.00
91	Foundation Concrete, Class 3300	234	C.Y.	\$800.00	\$187,200.00
92	Deck Concrete, Class HPC4500	1	L.S.	\$75,000.00	\$75,000.00
93	Saw Cut Texturing	466	S.Y.	\$6.00	\$2,796.00
94	Reinforced Concrete Bridge End Panels	281	S.Y.	\$375.00	\$105,375.00
95	Concrete Parapet w/Pedestrian Rail 54 Inch (BR216)	1	L.S.	\$30,000.00	\$30,000.00
5th Street Bridge					
96	Shoring, Cribbing, & Cofferdams	1	L.S.	\$15,000.00	\$15,000.00
97	Structure Excavation	2,526	C.Y.	\$45.00	\$113,670.00
98	Granular Wall Backfill	600	C.Y.	\$54.00	\$32,400.00
99	Granular Structure Backfill	86	C.Y.	\$80.00	\$6,880.00
100	Reinforcement Grade 60	32,559	LB	\$3.00	\$97,677.00

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BID SCHEDULE
 5th Street / Kinsman Road Extension
 CIP #4196

				Moore Excavation	
ITEM	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT COST	TOTAL
101	30 Inch Precast Prestressed Slabs	306	L.F.	\$420.00	\$128,520.00
102	Foundation Concrete, Class 3300	398	C.Y.	\$700.00	\$278,600.00
103	General Structural Concrete, Class 4000	1	L.S.	\$30,000.00	\$30,000.00
104	Deck Concrete, Class HPC4500	1	L.S.	\$75,000.00	\$75,000.00
105	Saw Cut Texturing	221	S.Y.	\$14.00	\$3,094.00
106	Reinforced Concrete Bridge End Panels	163	S.Y.	\$325.00	\$52,975.00
107	Ornamental Pedestrian Rail	1	L.S.	\$10,000.00	\$10,000.00
108	Concrete Parapet W/Pedestrian Rail 54 Inch(BR216)	1	L.S.	\$11,000.00	\$11,000.00
Boardwalk					
109	Reinforcement	3,252	LB	\$3.00	\$9,756.00
110	Granular Structural Backfill	56	C.Y.	\$82.00	\$4,592.00
111	General Structural Concrete, Class 4000	22	C.Y.	\$2,200.00	\$48,400.00
112	Retaining Wall, Prefabricated Modular Gravity	1	L.S.	\$11,000.00	\$11,000.00
113	Glued Laminated Lumber	0.891	MFBF	\$16,000.00	\$14,256.00
114	Timber and Lumber	1.641	MFBF	\$27,000.00	\$44,307.00
115	Pedestal Foundation	55	Each	\$475.00	\$26,125.00
116	Poured Joint Seals	1	L.S.	\$1,200.00	\$1,200.00
117	Ornamental Pedestrian Rail	1	L.S.	\$90,000.00	\$90,000.00
118	Retaining Wall, Prefab. Mod. Gravity (Tonquin Trail)	1	L.S.	\$8,500.00	\$8,500.00
119	Retaining Wall, Prefab. Mod. Gravity (Boones Ferry)	1	L.S.	\$19,000.00	\$19,000.00
120	Cold Plane Pavement Removal, 0 - 2 Inches Deep	700	S.Y.	\$5.00	\$3,500.00
121	Cold Plane Pavement Removal, 2 - 4 Inches Deep	2,000	S.Y.	\$4.00	\$8,000.00
122	Cold Plane Pavement Removal, 14 Inches Deep	1,960	S.Y.	\$9.50	\$18,620.00
123	3/4 Inch - 0 Aggregate Base	995	C.Y.	\$82.00	\$81,590.00
124	1-1/2 Inch - 0 Aggregate Base	4400	C.Y.	\$38.00	\$167,200.00
125	3/4 Inch - 0 Aggregate Base (Tonquin Trail)	176	C.Y.	\$98.00	\$17,248.00
126	1-1/2 Inch - 0 Aggregate Base (Tonquin Trail)	492	C.Y.	\$40.00	\$19,680.00
127	Level 2, 3/4 Inch ACP	1,460	Ton	\$80.00	\$116,800.00
128	Level 2, 1/2 Inch ACP (Tonquin Trail)	650	Ton	\$100.00	\$65,000.00
129	Level 2, 1/2 Inch ACP	1,518	Ton	\$85.00	\$129,030.00
130	Level 3, 3/4 Inch ACP	1,965	Ton	\$80.00	\$157,200.00
131	PG 64-22 Asphalt In 1/2 Inch ACP	130	Ton	\$2.00	\$260.00
132	PG 64-22 Asphalt In 3/4 Inch ACP	205	Ton	\$2.00	\$410.00
133	Asphalt Walks	136	S.F.	\$9.00	\$1,224.00
134	Concrete Pavement, Dowelled, 9" Thick	3,928	S.Y.	\$105.00	\$412,440.00
135	Concrete Pavement, Dowelled, 9" Thick, Dark Grey	125	S.Y.	\$250.00	\$31,250.00
136	Concrete Islands	85	S.F.	\$50.00	\$4,250.00
137	Concrete Driveways	687	S.F.	\$13.00	\$8,931.00
138	Concrete Walks	23,855	S.F.	\$7.50	\$178,912.50
139	Concrete Walks, Dark Grey	15,675	S.F.	\$9.50	\$148,912.50
140	Concrete Walks (Tonquin Trail)	960	S.F.	\$10.00	\$9,600.00
141	Non-Mountable Median – Concrete Streets	375	L.F.	\$42.00	\$15,750.00
142	Non-Mountable Median – Asphalt Streets	105	L.F.	\$42.00	\$4,410.00
143	Concrete Traffic Separator	100	L.F.	\$38.00	\$3,800.00
144	Asphalt Streets Rolled Curb and Gutter	24	L.F.	\$70.00	\$1,680.00
145	Concrete Street Curb and Gutter	1,087	L.F.	\$45.00	\$48,915.00
146	Asphalt Street Curb and Gutter	2924	L.F.	\$28.00	\$81,872.00
147	Concrete Curb and Gutter, Modified	2,337	L.F.	\$60.00	\$140,220.00
148	Concrete Water Quality Curb	2,274	L.F.	\$75.00	\$170,550.00
149	Commercial Driveway Type I	2,290	S.F.	\$14.00	\$32,060.00
150	Commercial Driveway Type II	2,775	S.F.	\$16.00	\$44,400.00

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BID SCHEDULE
 5th Street / Kinsman Road Extension
 CIP #4196

				Moore Excavation	
ITEM	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT COST	TOTAL
151	Access Driveway	260	S.F.	\$14.00	\$3,640.00
152	Extra for New Sidewalk Ramps	26	Each	\$1,500.00	\$39,000.00
153	Extra for New Sidewalk Ramps (Tonquin Trail)	6	Each	\$1,500.00	\$9,000.00
154	Metal Handrail, 3 Rails	40	L.F.	\$160.00	\$6,400.00
155	Detect. Warning Surface on New Surfaces	43	Each	\$400.00	\$17,200.00
156	Detect. Warning Surface on New Surfaces (Tonquin)	13	Each	\$625.00	\$8,125.00
157	Valley Gutter Concrete Surfacing	446	S.F.	\$23.00	\$10,258.00
158	Unit Pavers	451	S.F.	\$45.00	\$20,295.00
159	Turf Block	462	S.F.	\$20.00	\$9,240.00
160	Guardrail, Type 3	38	L.F.	\$70.00	\$2,660.00
161	Guardrail Transition	3	Each	\$2,800.00	\$8,400.00
162	Guardrail Terminals, Non-Flared, Test Level 2	3	Each	\$2,900.00	\$8,700.00
163	Bollards	4	Each	\$2,000.00	\$8,000.00
164	Bollards (Boones Ferry)	8	Each	\$2,000.00	\$16,000.00
165	Removable Bollards	21	Each	\$1,900.00	\$39,900.00
166	Pavement Line Removal	775	L.F.	\$1.20	\$930.00
167	Pavement Bar Removal	50	Each	\$4.25	\$212.50
168	Pavement Legend Removal	2	Each	\$100.00	\$200.00
169	Mono-Directional White Type 1 Markers	20	Each	\$5.00	\$100.00
170	Bi-Directional Yellow Type 1 Markers	155	Each	\$5.00	\$775.00
171	Methyl Methacrylate, Extruded, Surface, Non-Profiled	12,800	L.F.	\$1.75	\$22,400.00
172	Pavement Legend, Type B-HS: Arrows	8	Each	\$250.00	\$2,000.00
173	Pavement Legend, Type B-HS: Railroad Crossing	1	Each	\$1,000.00	\$1,000.00
174	Pavement Legend, Type B-HS: Bicycle Lane Stencil	8	Each	\$250.00	\$2,000.00
175	Pavement Bar, Type B-HS	660	S.F.	\$8.00	\$5,280.00
176	Pavement Bar, Type D: Green Bicycle Markings	575	S.F.	\$7.00	\$4,025.00
177	Remove Existing Signs and Supports/Posts	1	L.S.	\$1,000.00	\$1,000.00
178	Remove and Reinstall Existing Signs	1	L.S.	\$3,500.00	\$3,500.00
179	Remove & Reinstall Exist. Signs (Water Treat. Plant)	1	L.S.	\$7,000.00	\$7,000.00
180	Perforated Steel Square Tube Anchor Sign Supports	28	Each	\$325.00	\$9,100.00
181	Street Barricade, Type III	130	L.F.	\$46.00	\$5,980.00
182	New Permanent Signs In-Place (All Types)	364	S.F.	\$15.00	\$5,460.00
183	Switching, Conduit, and Wiring	1	L.S.	\$175,000.00	\$175,000.00
184	Pole Foundation for 35' Aluminum Davit	1	L.S.	\$32,000.00	\$32,000.00
185	Pole Foundation for 14' Decorative Cast Aluminum	1	L.S.	\$11,000.00	\$11,000.00
186	Pole Foundation for 13' Nova Trail Lighting	1	L.S.	\$15,000.00	\$15,000.00
187	Lighting Poles and Arms for 35' Aluminum Davit	1	L.S.	\$48,000.00	\$48,000.00
188	Lighting Poles for 14' Decorative Cast Aluminum	1	L.S.	\$12,000.00	\$12,000.00
189	Lighting Poles and Arms for 13' Nova Trail Lighting	1	L.S.	\$28,000.00	\$28,000.00
190	Luminaires, Lamps, & Ballasts for 35' Aluminum Davit	1	L.S.	\$18,000.00	\$18,000.00
191	Luminaires, Lamps, & Ballasts for 14' Dec. Cast Alum.	1	L.S.	\$10,000.00	\$10,000.00
192	Luminaires, Lamps, & Ballasts for 13' Nova Trail Light.	1	L.S.	\$18,000.00	\$18,000.00
193	Refurbish & Reinstall Exist. Illumination Systems	1	L.S.	\$11,000.00	\$11,000.00
194	Water Quality Structure, SFMH-BF1	1	L.S.	\$34,000.00	\$34,000.00
195	Water Quality Structure, SFMH-BF2	1	L.S.	\$27,000.00	\$27,000.00
196	Water Quality Structure, SFCB-F1	1	L.S.	\$9,000.00	\$9,000.00
197	Water Quality Structure, SFMH-A1	1	L.S.	\$38,000.00	\$38,000.00
198	Storage Pond, DP-F	1	L.S.	\$30,000.00	\$30,000.00
199	Rain Garden	1	L.S.	\$32,000.00	\$32,000.00
200	Precast Filtration Planter, FP-BF1	1	L.S.	\$45,000.00	\$45,000.00
201	Precast Filtration Planter, FP-BF2	1	L.S.	\$50,000.00	\$50,000.00

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BID SCHEDULE
 5th Street / Kinsman Road Extension
 CIP #4196

				Moore Excavation	
ITEM	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT COST	TOTAL
202	Precast Filtration Planter, FP-BF3	1	L.S.	\$48,000.00	\$48,000.00
203	Precast Filtration Planter, FP-BF4	1	L.S.	\$44,000.00	\$44,000.00
204	Precast Filtration Planter, FP-BF5	1	L.S.	\$46,000.00	\$46,000.00
205	Precast Filtration Planter, FP-BF6	1	L.S.	\$45,000.00	\$45,000.00
206	Filtration Planter, FP-BF-CIP	1	L.S.	\$5,000.00	\$5,000.00
207	Vegetated Filtration Swale SW-K1	1	L.S.	\$50,000.00	\$50,000.00
208	Vegetated Filtration Swale SW-K2	1	L.S.	\$46,000.00	\$46,000.00
209	Vegetated Filtration Swale SW-K3	1	L.S.	\$22,000.00	\$22,000.00
210	Vegetated Filtration Swale SW-K4	1	L.S.	\$24,000.00	\$24,000.00
211	Vegetated Filtration Swale SW-F1	1	L.S.	\$24,000.00	\$24,000.00
212	Vegetated Filtration Swale SW-F2	1	L.S.	\$20,000.00	\$20,000.00
213	Vegetated Filtration Swale SW-F3	1	L.S.	\$19,000.00	\$19,000.00
214	Vegetated Filtration Swale SW-F4	1	L.S.	\$28,000.00	\$28,000.00
215	Vegetated Filtration Swale SW-F5	1	L.S.	\$27,000.00	\$27,000.00
216	Vegetated Filtration Swale SW-F6	1	L.S.	\$40,000.00	\$40,000.00
217	Vegetated Filtration Swale SW-F7	1	L.S.	\$17,000.00	\$17,000.00
218	Vegetated Filter Strip VF-1	1	L.S.	\$3,500.00	\$3,500.00
219	Vegetated Filter Strip VF-2	1	L.S.	\$3,800.00	\$3,800.00
220	Weed Control	7	Acre	\$2,900.00	\$20,300.00
221	Seeding Mobilization	3	Each	\$225.00	\$675.00
222	Temporary Seeding	7.5	Acre	\$2,400.00	\$18,000.00
223	Permanent Seeding, Mix No. 1	4	Acre	\$2,400.00	\$9,600.00
224	Permanent Seeding, Mix No. 2	0.2	Acre	\$4,000.00	\$800.00
225	Lawn Seeding	0.2	Acre	\$4,500.00	\$900.00
226	Water Quality Mixture	3,118	C.Y.	\$32.00	\$99,776.00
227	Topsoil-Water Quality Mixture	1,895	C.Y.	\$32.00	\$60,640.00
228	Soil Testing	3	Each	\$350.00	\$1,050.00
229	Conifer Shrub, 4'W x 2'T	1	Each	\$90.00	\$90.00
230	Conifer Trees, Specimen (6-8' HT.)	28	Each	\$475.00	\$13,300.00
231	Conifer Trees, Specimen (12' HT.)	9	Each	\$240.00	\$2,160.00
232	Deciduous Trees, Specimen (2 Inch Caliper)	115	Each	\$475.00	\$54,625.00
233	Deciduous Trees, Specimen (4-6' HT.)	25	Each	\$325.00	\$8,125.00
234	Shrubs, No. 1 Container	1,064	Each	\$11.00	\$11,704.00
235	Shrubs, No. 3 Container	548	Each	\$65.00	\$35,620.00
236	Groundcovers, No. 1 Container	1,776	Each	\$12.00	\$21,312.00
237	Groundcovers, No. SP4 Container	5,768	Each	\$3.75	\$21,630.00
238	Plant Cuttings, Greater than 1 Inch	676	Each	\$3.23	\$2,183.48
239	Wetland Plants, Plugs	870	Each	\$3.75	\$3,262.50
240	Wetland Plants, No. 1 Container	9,905	Each	\$11.00	\$108,955.00
241	Bark Mulch	280	C.Y.	\$52.00	\$14,560.00
242	Rock Mulch	35	TON	\$190.00	\$6,650.00
243	Mow Strip	790	L.F.	\$5.00	\$3,950.00
244	Root Barrier	1,332	L.F.	\$9.50	\$12,654.00
245	4 Foot Chainlink Fence (Tree Protection)	1	L.S.	\$8,000.00	\$8,000.00
246	Single Mailbox Supports	1	Each	\$550.00	\$550.00
247	Streambed Enhancement	1	L.S.	\$60,000.00	\$60,000.00
248	Irrigation System	1	L.S.	\$180,000.00	\$180,000.00
249	12 Inch Connection to 12 Inch Existing Main	2	Each	\$3,400.00	\$6,800.00
250	6 Inch Ductile Iron Pipe with Class A Backfill	80	L.F.	\$110.00	\$8,800.00
251	8 Inch Ductile Iron Pipe with Class A Backfill	600	L.F.	\$80.00	\$48,000.00
252	12 Inch Ductile Iron Pipe with Class A Backfill	2512	L.F.	\$112.00	\$281,344.00

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BID SCHEDULE
 5th Street / Kinsman Road Extension
 CIP #4196

				Moore Excavation	
ITEM	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT COST	TOTAL
253	Ductile Iron Pipe Tees, 8X6 Inch	11	Each	\$1,000.00	\$11,000.00
254	Ductile Iron Pipe Tees, 12X8 Inch	1	Each	\$2,200.00	\$2,200.00
255	Ductile Iron Pipe Cross, 12X8 Inch	4	Each	\$2,000.00	\$8,000.00
256	Ductile Iron Pipe Cross, 12X12 Inch	1	Each	\$1,900.00	\$1,900.00
257	Ductile Iron Pipe Bend, 12 Inch	4	Each	\$675.00	\$2,700.00
258	Ductile Iron Pipe Reducer, 12X8 Inch	2	Each	\$900.00	\$1,800.00
259	8 Inch Blind Flange	10	Each	\$200.00	\$2,000.00
260	8 Inch MJ Plug	1	Each	\$225.00	\$225.00
261	Relocate Existing Vault and Blowoff	2	Each	\$6,000.00	\$12,000.00
262	6 Inch Gate Valve	11	Each	\$900.00	\$9,900.00
263	8 Inch Gate Valve	12	Each	\$1,300.00	\$15,600.00
264	12 Inch Butterfly Valve	16	Each	\$1,900.00	\$30,400.00
265	Standard Air and Vacuum Release Valve	3	Each	\$4,800.00	\$14,400.00
266	Hydrant Assemblies	11	Each	\$3,600.00	\$39,600.00
267	1 Inch Copper Water Service Line	45	L.F.	\$50.00	\$2,250.00
268	2 Inch Copper Water Service Line	40	L.F.	\$50.00	\$2,000.00
269	Relocated 3/4 Inch Water Meter Assembly	1	Each	\$2,500.00	\$2,500.00
270	1-1/2 Inch Water Meter Assembly	2	Each	\$2,700.00	\$5,400.00
271	BPA Safety Watcher	1	L.S.	\$70,000.00	\$70,000.00
272	Concrete Manholes, Storm Sewer Pollution Control	1	Each	\$10,000.00	\$10,000.00
273	12 Inch Reinforced Concrete Pipe, Class V	84	LF	\$140.00	\$11,760.00
274	Conifer Tree, 15 Gal	3	Each	\$160.00	\$480.00
275	Conifer Shrub, 15 Gal	11	Each	\$100.00	\$1,100.00
276	Deciduous Tree, 24" Box	3	Each	\$500.00	\$1,500.00
				Moore Excavation	
PROJECT TOTAL PRICE				\$10,852,526.98	

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Thursday, February 18, 2021. Mayor Fitzgerald called the meeting to order at 7:00 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

Mayor Fitzgerald
Council President Akervall
Councilor Lehan
Councilor West
Councilor Linville

Staff present included:

Bryan Cosgrove, City Manager
Jeanna Troha, Assistant City Manager
Barbara Jacobson, City Attorney
Kimberly Veliz, City Recorder
Beth Wolf, Systems Analyst
Zoe Monahan, Assistant to the City Manager
Andy Stone, IT Director
Zach Weigel, Capital Projects Engineering Manager
Dwight Brashear, Transit Director
Eric Loomis, Transit Operations Manager
Rob Wurpes, Chief of Police
Martin Montalvo, Public Works Ops. Manager
Dan Carlson, Building Official
Miranda Bateschell, Planning Director
Delora Kerber, Public Works Director

Motion to approve the order of the agenda.

Motion: Councilor West moved to approve the order of the agenda as amended. Councilor Linville seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

MAYOR’S BUSINESS

A. Upcoming Meetings

Upcoming meetings were announced by the Mayor as well as the regional meetings she attended on behalf of the City.

B. City Council Representation Assignments to Tourism and Wilsonville – Metro Community Enhancement Committee

Mayor Fitzgerald recommended the appointment of Councilor Lehan to the Tourism Promotion Committee. In addition, the Mayor recommended the appointment of Councilors Linville and West to the Wilsonville-Metro Community Enhancement Committee.

Tourism Promotion Committee

Motion: Councilor Linville moved that Councilor Lehan serve as the representative from the City Council on the Tourism Committee. Councilor Akervall seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

Wilsonville – Metro Community Enhancement Committee

Motion: Councilor Lehan moved to appoint Councilor Linville and Councilor West to the Metro Enhancement Committee. Councilor Akervall seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

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C. VRF Letter to Clackamas County Board of Commissioners

Mayor Fitzgerald reported the City learned that the Clackamas County Board of County Commissioners is considering reversing an earlier decision from 2019 to develop a desperately needed way to fund local road maintenance in Clackamas County and the City of Wilsonville, which is a \$30 Vehicle Registration Fee (VRF) that is used now.

She explained the modest fee was arrived at after considerable public input, discussions with businesses and working with cities and community planning organizations on an appropriate amount.

Moreover, Clackamas County recognized a need for additional, regular source of funds to maintain over 1,400 miles of county roads, about 40 miles of which are within Clackamas County Cities. The County had an estimated \$17 million annual shortfall for road maintenance, and was considering turning back to gravel some paved roads.

Mayor Fitzgerald detailed that this situation has arisen over the past 20-plus years, as cars have become more efficient and less gas, tax is generated that supports road construction and maintenance. Additionally, the federal government no longer provides the same level of financial support to state and local governments for public infrastructure as occurred from the 1950s to the '80s.

Prior to 2019, unlike Multnomah and Washington Counties, Clackamas County only had one source of road funding, that being state-shared gas-tax revenue for road construction and maintenance. These other counties have other road funding sources, including a county vehicle registration fee, special property-tax assessment, and a local gas tax.

County Commissioners and the Clackamas County Coordinating Committee spent 10 years seeking funding solutions for road maintenance until a consensus was achieved finally in 2019 to advance a locally controlled County VRF.

Cities of Clackamas County benefit from this road funding resource, which per state law receive 40% of the revenues. Of that 40% going to cities, Wilsonville receives about 10%. Those funds are crucial to maintain Wilsonville's 78 miles of paved roads, and to support high-priority transportation improvements such as the "Boeckman Dip" Bridge, Boeckman Road, and Brown Road urban upgrades, and make safety, ADA and sidewalk infill improvements.

Additionally, the Clackamas County Board of County Commissioners created a Strategic Investment Fund for multi-jurisdictional transportation projects in the increasingly congested urban-rural interface roadways. A local example that would qualify for county strategic funding includes the 65th Avenue/Elligsen/Stafford roads intersection just east of Wilsonville in unincorporated Clackamas County.

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Council was reminded that roads do not fix themselves, and road maintenance is never free. If the funding source is removed, the Mayor believes the City would be signing up for even higher costs when poorly maintained roads require emergency repair or even complete rebuilds due to years of insufficient care.

It was also noted that VRF funds are by state law required to be spent on road-related projects that can include pedestrian safety and ADA requirements in conjunction with roadwork.

The draft letter of Support for Value of County Vehicle Registration Fee along with attachments was displayed on the screen. The draft letter and attachments have been made part of the record.

Motion: Councilor Lehan moved to send a letter expressing the Council’s support for the road utility fee. Councilor Akervall seconded the motion.

Council discussed the potential of a draft letter to be sent to the Clackamas County Board of Commissioners encouraging them to not eliminate the Countywide Vehicle Registration Fee.

Vote: Motion carried 4-1.

SUMMARY OF VOTES

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	No
Councilor Linville	Yes

COMMUNICATIONS

A. Clackamas County Sheriff’s Department

Clackamas County Sheriff Angela Brandenburg gave an update on what has been occurring at the Sherriff’s Department since she took over the position as Sherriff in January 2021.

Rob Wurpes, Chief of Police, joined Sherriff Brandenburg during her presentation.

B. ODOT I-5/Boone Bridge & Seismic Improvement Project "Feasibility Study" Presentation

Oregon Department of Transportation staff members Scott Turnoy, Project Manager; Matt Freitag, Region One Area Manager; and Della Mosier, P.E., Deputy Director, Urban Mobility Office provided the I-5 Boone Bridge and Seismic Improvement Project summary report. The PowerPoint was added to the record.

Representative Neron was publicly thanked for getting the initial funding for this design.

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C. Response and Recovery – Winter Event 2021

Martin Montalvo, Public Works Ops. Manager; Miranda Bateschell, Planning Director and Dan Carlson, Building Official provided details of the City’s response to the recent ice storm, which included debris removal from City arterials and temporary road closures. Staff also provided details about the City’s response in expediting work to aid those who suffered damage to trees and/or structures.

Motion: Councilor Akervall moved that Council ratify the emergency declaration put into effect by the City Manager on February 13, 2021. Councilor West seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

Staff quickly briefed Council on local vaccination efforts.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

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

Derek Bliss, Wilsonville resident requested that the debris drop-off site be extended past February 25, 2021 to give residents additional time for cleanup.

Mr. Bliss also publicly thanked staff members Chuck Halberstadt and Bryan Cosgrove for their customer service.

COUNCILOR COMMENTS

A. Council President Akervall

Reported on the following events she attended or plans to attend:

- Regional Water Consortium meeting on February 3, 2021
- DEI Implicit Bias training on February 5, 2021
- Washington County Coordinating Committee meeting on February 8, 2021

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- Wilsonville Alliance for Inclusive Communities (WAIC), in partnership with the West Linn-Wilsonville School District (WLWV), showing and panel discussion of the film *Intelligent Lives* on February 25, 2021

B. Councilor Lehan

Requested that staff look at the R.V. Short Douglas Fir Heritage Tree because it has a few dangerous hangers and should be taped off.

Ms. Lehan shared her interest in a follow up meeting with key staff and other agencies such as PGE, fire and police to debrief on the ice storm. Ms. Lehan would like Council to have the option of attending the debriefing.

C. Councilor West

Reported he attended the DEI Implicit Bias training on February 9, 2021.

Mr. West gave a shout out to all his neighbors that assisted other neighbors after the ice storm with removal of trees and other debris. Mr. West described the ice storm's damage he had witnessed. He then appreciated staff for their response to the storm's aftermath.

Reminded those that are 80 years older or older that they now qualify to receive the COVID vaccination. Mr. West urged those that qualify for the vaccine to contact their medical provider.

D. Councilor Linville

Thanked the City Manager, Councilor Lehan, Rachel and Greg Leo, City staff and volunteers who assisted residents effected by the ice storm.

Ms. Linville announced the below events, she attended or plans to attend:

- Clackamas County Coordinating Committee (C4) on February 4, 2021
- Town Center Streetscape presentation
- DEI Implicit Bias training
- *Intelligent Lives* film on February 25, 2021
- Rotary Heart of Gold fundraiser on February 25, 2021

CONSENT AGENDA

Ms. Jacobson read the titles of the consent agenda items into the record.

A. **Resolution No. 2860**

A Resolution Of The City Of Wilsonville Authorizing South Metro Area Regional Transit (SMART) To Purchase An Intelligent Transportation System.

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B. Resolution No. 2879

A Resolution Of The City Of Wilsonville Authorizing The Purchase Of A Closed Circuit TV (CCTV) Inspection Equipment And Vehicle.

C. Resolution No. 2880

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A First Amendment To The Agreement For Provision Of Preliminary Engineering Services In Connection With Grade Crossing Improvements With Portland & Western Railroad For Phase II – Preliminary Engineering And Construction Engineering Inspection Services For The 5th Street Railroad Crossing Work Associated With The 5th Street / Kinsman Road Extension Project.

D. Minutes of the January 14, 2021; January 21, 2021 and February 1, 2021 City Council Meetings.

Motion: Councilor Lehan moved to approve the consent agenda. Councilor Linville seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

NEW BUSINESS

A. None.

CONTINUING BUSINESS

A. None.

PUBLIC HEARING

A. None.

CITY MANAGER’S BUSINESS

Confirmed staff, outside agencies, along with others in the community would hold a hotwash on the ice storm.

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Mr. Cosgrove reported that tomorrow an arborist would check on the R.V. Short Douglas Fir Heritage Tree and staff would tape it off.

Mr. Cosgrove thanked Council, City staff and community members for their response to the ice storm.

LEGAL BUSINESS

A. Department of Environmental Quality (DEQ) Class 1 Violation

City Attorney Jacobson along with Delora Kerber, Public Works Director announced the City received a notice of civil penalty and an enforcement order. It was explained that the City was doing some work to improve its Wastewater Treatment Plant systems. Because of the work during the months of May, June and July the plant had some over the limits discharges of various compounds into the Willamette River. The City then received an enforcement notice and a \$6,600 fine.

Staff reminded the City's Wastewater Treatment Plant is actually ran by contractor Jacobs. Which has acknowledged that this violation in fact did happen when they were trying to improve the system. Jacobs agreed that the fine is reasonable.

Staff disclosed the City does have the option to appeal the fine but it is the recommendation of the contractor and the Public Works Director that the fine is paid and an explanation letter submitted to DEQ.

Motion: Councilor West moved to confirm with the City Attorney that Council would like to pay the fine and make a report accordingly that the City pay the fine assessed to the City and then communicate with the agency the City's intentions and why the incident occurred and how the City will do better in the future. Councilor Akervall seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

ADJOURN

Mayor Fitzgerald adjourned the meeting at 9:43 p.m.

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Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor

DRAFT